

**RESOLUTION NO. 14-058-A**

CITY OF PEORIA.

Peoria, Illinois February 11 2014

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO ANNEXATION AGREEMENT WITH SITE PLAN FOR THE PROPERTY GENERALLY LOCATED NORTH OF PARCEL IDENTIFICATION NUMBER 13-02-351-005, SOUTH OF PARCEL IDENTIFICATION NUMBER 13-02-100-005, EAST OF ORANGE PRAIRIE ROAD EXTENDED, AND WEST OF IL ROUTE 91. THE PROPERTY IS IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBER 13-02-300-004, LOCATED WITHIN THE CITY OF PEORIA, ILLINOIS**

**Resolved**

WHEREAS, James S Chambers, Thomas J Chambers, and Terry L Chambers, owners, and Twenty Four Corp, LLC, Petersen Companies, LLC, and Petersen Hospitality, LLC, collectively as the petitioner, of certain real estate located near the corporate limits of the City of Peoria, are desirous of amending an agreement which provided for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of amending such agreement, said agreement attached hereto as "Attachment A"; and

WHEREAS, the City Council of the City of Peoria believes that the vicinity and general welfare of the City will be served by amending this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Annexation Agreement was conducted, with proper notice, by the City Council on February 11, 2014, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the Mayor is hereby authorized to execute the First Amendment to Annexation Agreement attached hereto as "Attachment A" with the petitioner, and the City Clerk is hereby authorized to attest said agreement.

Section 2. This resolution shall be effective upon passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 11th DAY OF Feb. 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

EXAMINED AND APPROVED

\_\_\_\_\_  
Corporation Counsel

**FILED**

MAY 09 2014

R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

of said Section 2 and the centerline of Illinois Route 91, 1072.53 feet to the Point of Beginning of the tract to be described: From the Point of Beginning, thence continuing South, along said East line and the centerline of said Route 91, 208.71 feet; thence South 89°51'20" West, 241.71 feet; thence North 208.71 feet; thence North 89°51'20" East, 241.71 feet to the Point of Beginning, said tract containing 1.158 acres, more or less, situate, lying and being in the County of Peoria and State of Illinois, subject to that portion used as public roadway along the East side of the above described tract of land.

Commencing at the center of said Section 2, thence South, along the East line of the Southwest Quarter of said Section 2 and the centerline of Illinois Route 91, 1431.32 feet to the Point of Beginning of the tract to be described: from the Point of Beginning, thence continuing South, along said East line and the centerline of said Route 91, 208.71 feet; thence South 89°51'20" West, 241.71 feet; thence North, 208.71 feet; thence North 89°51'20" East, 241.71 feet to the Point of Beginning, said tract containing 1.158 acres, more or less; situate, lying and being in the County of Peoria and State of Illinois, subject to that portion used as public roadway along the East side of the above described tract of land.

Commencing at the Southwest corner of the Southeast Quarter of said Section 2, thence North 00°25'40" East, 399.30 feet, along the East line of the Southwest Quarter of Section 2, to the Point of Beginning: from the Point of Beginning, thence North 89°27'10" West, 34.36 feet; thence North 07°59'00" West, 101.12 feet; thence North 00°32'50" East, 150.00 feet; thence North 03°24'35" East, 100.13 feet; thence North 00°32'50" East, 100.00 feet; thence North 00°32'50" East, 178.66 feet;; thence South 89°34'20" East, 43.05 feet to the East line of the Southwest Quarter of said Section 2; thence South 00°25'40" West, along said East line, 628.75 feet to the Point of Beginning.

The South 380 feet of the Southwest ¼ of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian; situate, lying and being in the County of Peoria and State of Illinois;

PIN: 13-02-300-004

**WHEREAS**, TFC has entered into a Real Estate Purchase Agreement with the Chambers to purchase a part of Parcel 4, such part being hereinafter described as the "TFC Property", more particularly described as follows, to-wit:

A part of the Southwest Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 2; thence North 89°-50'-16" East (bearings assumed for the purpose of description only) along the north line of the Southwest Quarter of said Section 2, a distance of 60.00 feet to a point on the east right-of-way line of Orange Prairie Road and the Point of Beginning of the tract to be described; thence continuing North 89°-50'-16" East along the north line of the Southwest Quarter of said Section 2, a distance of 1617.02 feet to the approximate centerline of Fargo Run Creek; (the following 12 courses follow along the approximate centerline of Fargo Run Creek:) thence South 43°-38'-39" East, a distance of 283.08 feet; thence South 05°-52'-29" East, a distance of 102.39 feet; thence North 80°-15'-38" West, a distance of 61.44 feet; thence South 54°-12'-04" West, a distance of 153.80 feet; thence South 23°-15'-09" East, a distance of 119.02 feet; thence South 52°-16'-47" East, a distance of 56.92 feet; thence South 34°-42'-53" West, a distance of 227.17 feet; thence South 13°-40'-51" East, a distance of 136.75 feet; thence South 88°-45'-20" East, a distance of 82.67 feet; thence South 48°-12'-02" East, a distance of 45.80 feet; thence South 11°-19'-05" East, a distance of 100.71 feet; thence South 01°-54'-38" East, a distance of 107.79 feet; thence South 54°-18'-44" West, a distance of 362.60 feet; thence South 89°-50'-16" West, a distance of 1479.65 feet to a point on the east right-of-way line of Orange Prairie Road; thence North 00°-03'-49" East along the east right-of-way line of Orange Prairie Road, a distance of 1300.00 feet to

the Point of Beginning, containing 50.55 acres, more or less, situated in the County of Peoria and State of Illinois;

**WHEREAS**, Petersen Companies is the owner in fee simple of the following described real estate (the "Holiday Inn and Suites Property"), to-wit:

Lot 5 in Plaza West Phase 2, a Resubdivision of all of Lot 1 and 2 of Plaza West, a Subdivision of a part of the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, as shown on the Plat of Plaza West Phase 2 recorded September 17, 2007, as Document No. 07-30298, in Plat Book "11" at page 48, situated in Peoria County, Illinois.

PIN: 13-10-201-012

**WHEREAS**, Petersen Companies is the owner in fee simple of the following described real estate (the "Wingate Inn Property"), to-wit:

Lot 4 of Prairie Crossing Subdivision as delineated on the Final Plat of a Resubdivision of Lot 2 of Prairie Crossing Subdivision dated June 9, 2005 and recorded June 15, 2005 in the Office of the Peoria County Recorder of Deeds Office as Document No. 05-18670, in Plat Book 9, Page 93.

PIN: 13-11-201-002

**WHEREAS**, Petersen Companies is the owner in fee simple of the following described real estate (the "Candlewood Suites Property"), to-wit:

Lot Four (4) of Frye Crossing a subdivision of a part of the Northwest Quarter of Section 11, a part of the Southwest Quarter of Section 11 and a part of the Southeast Quarter of Section 10, all being in Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, according to the final Plat of Frye Crossing dated October 27, 2005 and recorded November 15, 2005 as Document No. 05-38064 in Plat Book 9, Page 132 in the Office of the Peoria County Recorder of Deeds;

PIN: 13-11-304-003

**WHEREAS**, Petersen Companies is the owner in fee simple of the following described real estate (the "Country Inn Property"), to-wit:

Lot 3 of Frye Crossing a subdivision of a part of the Northwest Quarter of Section 11, a part of the Southwest Quarter of Section 11 and a part of the Southeast Quarter of Section 10, all being in Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, according to the final Plat of Frye Crossing dated October 27, 2005 and recorded November 15, 2005 as Document No. 05-38064 in Plat Book 9, Page 132 in the Office of the Peoria County recorder of Deeds;

PIN: 13-11-303-004

**WHEREAS**, Petersen Hospitality is the owner in fee simple of the following described real estate (the "Hampton Inn Property"), to-wit:

Tract 1:

Lot 4 of PRAIRIE MEADOWS SUBDIVISION, SECTION II, as shown on Final Plat recorded December 20, 2005 in Plat Book 10, page 7, at the Peoria County Recorder's Office, as document no. 05-42252, a resubdivision of Lots 2 and 3 of Prairie Meadows Subdivision as recorded in Plat Book 9, page 131 at said Recorder's Office as document no. 05-37633, being a part of the Northeast Quarter of Section 11, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois.

Tract 2:

Outlot B in Prairie Crossing, Section Two, a subdivision being a part of Lot 3 of the Re-Subdivision of Lot 2 of Prairie Crossing Subdivision and a part of Outlot "A" of Prairie Meadows Subdivision, all being in the Northeast Quarter of Section 11, Township 9 North, Range 7 East of the Fourth Principal Meridian, as shown on a Plat recorded June 7, 2010 in Plat Book 12, page 32, as document no. 2010013782, at said Recorder's Office, situated in the County of Peoria and State of Illinois.

Together with easements contained in Reciprocal Easement and Operating Agreement and Declaration of Restrictions recorded March 19, 2004 as document no. 04-10028, at said recorder's Office, as amended by Amendment No. 1 recorded April 21, 2004 as document no. 04-14654, Agreement related to said instrument recorded November 20, 2006 as document no. 06-38017, at said Recorder's office.

Together with easements as contained in Easement Agreement recorded September 20, 2002 as document no. 02-38136 in said Recorder's Office.

Together with the appurtenant easements contained on the Plat of Prairie Meadows Subdivision and Prairie Meadows Subdivision Section II, recorded in Plat Book 9, page 131 and in Plat Book 10, page 7 in said Recorder's Office.

Together with the appurtenant easements contained on the Plat of Prairie Crossing Section Two recorded in Plat Book 12, page 32 in said Recorder's Office.

Together with the appurtenant easements contained in the Loop Drive Easement as shown and set forth in the certificate on the plat recorded in Plat Book 9, page 93.

PIN: 13-11-203-003

**WHEREAS**, Petersen Companies is the owner in fee simple of the following described real estate (the "Vacant Parcel"), to-wit:

LOT 5 OF PRAIRIE MEADOWS SUBDIVISION, SECTION II, BEING A RESUBDIVISION OF LOTS 2 AND 3 OF PRAIRIE MEADOWS SUBDIVISION AS RECORDED IN PLAT BOOK 9, PAGE 131 AT THE PEORIA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 05-37633, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS AS SHOWN ON FINAL PLAT RECORDED DECEMBER 20, 2005 IN PLAT BOOK 10, PAGE 7, AS DOCUMENT NO. 05-42252.

PIN: 13-11-203-002

**WHEREAS**, for purposes of this First Amendment, the Holiday Inn and Suites Property, the Wingate Inn Property, the Candlewood Suites Property, the Country Inn Property, and the Hampton Inn Property are sometimes herein collectively referred to as the "Hotel Properties";

**WHEREAS**, subject to various conditions set forth herein, TFC and the City desire to have the TFC Property bound and benefited by the provisions of this First Amendment;

**WHEREAS**, as an inducement for (and as a consideration of) the TFC acquisition of the TFC Property and for TFC's development of such TFC Property consistent with the terms hereof, the City has agreed to form six (6) Special Service Areas with three (3) Special Service Areas comprised of the TFC Property, the Wingate Inn Property, the Candlewood Suites Property, the Country Inn Property, the Hampton Inn Property, and the Vacant Parcel, together with, and connected by, those linear areas of public right-of-way as the foregoing are collectively depicted upon the attached Exhibit A, with such Special Service Areas being sometimes herein referred to as the "Peoria Sports Center Property Tax Special Service Area," the "Peoria Sports Center Hotel Tax Special Service Area," and the "Peoria Sports Center Sales Tax Special Service Center," (and collectively referred to as the "Peoria Sports Center SSAs"), and with three Special Service Areas being comprised of the Holiday Inn and Suites Property, with such Special Service Areas being sometimes herein referred to as the "Holiday Inn Property Tax Special Service Area," the "Holiday Inn Hotel Tax Special Service Area," and the "Holiday Inn Sales Tax Special Service Area" (and collectively referred to as the "Holiday Inn SSAs");

**WHEREAS**, the Hotel Owners have agreed to join in the execution of this First Amendment (as additional parties) and be bound by the terms and conditions hereof for the purpose of establishing the Peoria Sports Center SSAs and the Holiday Inn SSAs and for the purpose of submitting the TFC Property and the Hotel Properties to the burdens (and participating in the benefits) thereof as herein set forth;

**WHEREAS**, the City recognizes and acknowledges that the development of the intended project upon the TFC Property as described hereinafter, together with the creation of the Peoria Sports Center SSAs and the Holiday Inn SSAs, will serve to enhance the quality of life of the City, increase tax revenues of the City and/or promote other business opportunities of the citizens of the City, all of which provides consideration and inducement for the City to enter into this First Amendment;

**WHEREAS**, the City has determined that this First Amendment is consistent with, and not in violation of, any other agreement to which the City is a party, including, without limitation any intergovernmental agreement with any other public body;

**WHEREAS**, the City and the other parties hereto recognize and confirm that the development of Parcel 4 (and/or any part thereof) should be better defined than previously provided in the Annexation Agreement;

**WHEREAS**, the intention of the parties hereto is to limit the provisions of this First Amendment only to the TFC Property and the Hotel Properties and not affect in any way any other property as may have been a part of the area annexed by the previous Annexation Agreement; and, based thereupon, any other parties to the previous Annexation Agreement are not parties hereto and are not intended to be bound by any of the provisions of this First Amendment;

**WHEREAS**, consistent with the foregoing, the City, the Chambers and TFC desire to (among other things) better and more specifically provide for the development of the TFC Property as a part of Parcel 4 under the Annexation Agreement;

**WHEREAS**, the City, after due deliberation, has by resolution duly adopted and approved the entering into this First Amendment;

**WHEREAS**, the City is willing, and desires, to facilitate the development and maintenance of the TFC Property and the Hotel Properties consistent with the terms hereof;

**WHEREAS**, the intention of the City and all other parties hereto is to have this First Amendment amend and form a part of the Annexation Agreement as though originally comprising a part thereof (but only as this First Amendment would apply to the TFC Property and the Hotel Properties);

**NOW, THEREFORE**, in consideration of the above and the mutual covenants and agreements herein contained **IT IS HEREBY AGREED** as follows:

1. **Acquisition Contingencies.** As earlier described, TFC has entered into a Real Estate Purchase Agreement with the Chambers to purchase the TFC Property from the Chambers. TFC agrees that TFC shall proceed with due diligence and in good faith to acquire the TFC Property and close the purchase transaction pursuant to the terms of such Real Estate Purchase Agreement. Such acquisition shall be evidenced by TFC's recording (with the office of the Peoria County Recorder) of appropriate documentation of the conveyance of the TFC Property, and this First Amendment is expressly conditioned (for its operative effect) upon such acquisition of the TFC Property by TFC. Upon such closing of TFC's purchase of the TFC Property, TFC shall exercise best efforts to notify the City of same, but such notification shall not be required for, or a condition of, the effectiveness of this First Amendment. If, on the other hand, TFC fails to acquire and close on the purchase of the property from the Chambers on or before June 30, 2014, this First Amendment shall be null and void; and the relationships, rights and obligations of the parties shall be the same as if this First Amendment had never been executed (unless such foregoing date is extended in writing by the parties hereto).

2. **Zoning/Development of Property.**

A. **Applicable Ordinances/Regulations; Commencement/Completion of Development Project.** TFC and Petersen Companies, upon TFC's acquisition of the TFC Property from the Chambers by TFC, will proceed with TFC's and Petersen Companies' respective intended development of the Development Project (later defined) upon the TFC Property and the Holiday Inn and Suites Property in a manner and in accordance with the terms and conditions of the zoning and subdivision ordinances of the City and other ordinances and regulations of the City (as are in effect on the date of the execution of this First Amendment, as the same may be modified pursuant to the terms of this First Amendment). With respect to the latter, and consistent with similar provisions of the Annexation Agreement, the City agrees that, until completion of the Development Project (later defined) partially upon the TFC Property and partially (but separately) upon the Holiday Inn and Suites Property, no amendment to the City's ordinances or regulations as may hereafter be enacted by the City shall be applied to be more restrictive to the TFC Property or the Holiday Inn and Suites Property or to TFC's or Petersen Companies' ability to develop the TFC Property and the Holiday Inn and Suites Property (respectively) in accordance with the terms hereof. Nothing contained herein, however, shall be construed to require or obligate TFC or Petersen Companies to commence and complete such Development Project or any part thereof until such time as the SSA Funding (later defined and described) has been completed and the funding for such Development Project sufficiently provided as reasonably determined by and for TFC and Petersen Companies. Upon such SSA Funding, however, TFC and/or Petersen Companies shall commence construction of the Development Project and proceed with due diligence thereafter to complete same as set forth herein.

**B. Development Project.** For purposes hereof, the "Development Project" is intended to be comprised of three components, each of which is to be constructed and operated by TFC or Petersen Companies (or an affiliate thereof) as the applicable case may be. The first component is an athletic campus and sports complex comprised of a 10 field (all synthetic surface) baseball and softball complex, which complex shall also include a dome covered surface area capable of supporting various types of athletic and other events/functions. The second component is a (yet to be determined) commercial project of approximately four and one half (4 1/2) acres at the entrance to the above described athletic campus and sports complex to consist of one or more commercial uses as TFC shall determine to be complementary to, and supportive of, the operation of such athletic campus and sports complex. The third component is a hotel facility to be operated as what is commonly known as a "Holiday Inn and Suites", which is to be constructed and operated upon the Holiday Inn and Suites Property which is already currently within the municipal boundaries of the City.

Each of the three components of the Development Project is generally depicted/described upon the attached Exhibit B (the "Development Site Plan") consisting collectively of Exhibit B-1 and Exhibit B-2. Special provisions and arrangements related to the Development Project are more fully set forth hereinafter.

**C. Zoning/Development of TFC Property.** The City shall take any and all appropriate actions (to the extent not heretofore completed) to classify the TFC Property in the respective zoning classifications of C-2 (commercial) and R-7 (multi-family residential), as set forth and depicted on the Rezoning Plat attached hereto as Exhibit C. With respect to the portions of the TFC Property to be classified as C-2, the legal description thereof is more particularly described as follows, to-wit:

#### C-2 Property

A part of the Southwest Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 2; thence North 89°-50'-16" East (bearings assumed for the purpose of description only) along the north line of the Southwest Quarter of said Section 2, a distance of 60.00 feet to a point on the east right-of-way line of Orange Prairie Road; thence continuing North 89°-50'-16" East along the north line of the Southwest Quarter of said Section 2, a distance of 747.71 feet to the Point of Beginning of the tract to be described; thence continuing North 89°-50'-16" East along the north line of the Southwest Quarter of said Section 2, a distance of 877.18 feet to the approximate centerline of Fargo Run Creek; (the following 9 courses follow along the approximate centerline of Fargo Run Creek); thence South 09°-27'-15" East, a distance of 30.70 feet; thence South 74°-51'-20" East, a distance of 102.59 feet; thence South 17°-10'-39" West, a distance of 52.68 feet; thence South 50°-16'-12" East, a distance of 139.04 feet; thence South 02°-04'-12" East, a distance of 127.62 feet; thence North 54°-31'-00" West, a distance of 52.09 feet; thence South 56°-56'-30" West, a distance of 172.10 feet; thence South 34°-26'-48" East, a distance of 164.88 feet; thence South 24°-17'-17" West, a distance of 184.82 feet; thence South 89°-50'-16" West, a distance of 806.36 feet; thence North 00°-09'-44" West, a distance of 85.00 feet; thence South 89°-50'-16" West, a distance of 99.50 feet; thence North 00°-09'-44" West, a distance of 606.99 feet to the Point of Beginning, containing 15.25 acres, more or less, situated in the County of Peoria and State of Illinois.

AND

A part of the Southwest Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 2; thence North 89°-50'-16" East (bearings assumed for the purpose of description only) along the north line of the Southwest Quarter of said Section 2, a distance of 60.00 feet to a point on the east right-of-way line of Orange Prairie Road; thence South 00°-03'-49" West along the east right-of-way line of Orange Prairie Road, a distance of 607.00 feet to the Point of Beginning of the tract to be described; thence continuing South 00°-03'-49" West along the east right-of-way line of Orange Prairie Road, a distance of 693.00 feet; thence North 89°-50'-16" East, a distance of 781.33 feet; thence North 00°-09'-44" West, a distance of 608.00 feet; thence North 89°-50'-16" East, a distance of 71.00 feet; thence North 00°-09'-44" West, a distance of 85.00 feet; thence South 89°-50'-16" West, a distance of 849.60 feet to the Point of Beginning, containing 12.55 acres, more or less, situated in the County of Peoria and State of Illinois.

With respect to the portion of the TFC Property to be classified as R-7, the legal description thereof is more particularly described as follows, to-wit:

#### R-7 Property

A part of the Southwest Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 2; thence North 89°-50'-16" East (bearings assumed for the purpose of description only) along the north line of the Southwest Quarter of said Section 2, a distance of 60.00 feet to a point on the east right-of-way line of Orange Prairie Road; thence continuing North 89°-50'-16" East along the north line of the Southwest Quarter of said Section 2, a distance of 1624.89 feet to the approximate centerline of Fargo Run Creek; (the following 10 courses follow along the approximate centerline of Fargo Run Creek); thence South 09°-27'-15" East, a distance of 30.70 feet; thence South 74°-51'-20" East, a distance of 102.59 feet; thence South 17°-10'-39" West, a distance of 52.68 feet; thence South 50°-16'-12" East, a distance of 139.04 feet; thence South 02°-04'-12" East, a distance of 127.62 feet; thence North 54°-31'-00" West, a distance of 52.09 feet; thence South 56°-56'-30" West, a distance of 172.10 feet; thence South 34°-26'-48" East, a distance of 164.88 feet; thence South 24°-17'-17" West, a distance of 184.82 feet to the Point of Beginning of the tract to be described; thence continuing South 24°-17'-17" West, a distance of 61.43 feet; thence South 04°-16'-45" East, a distance of 106.08 feet; thence South 31°-24'-18" East, a distance of 270.27 feet; thence South 54°-18'-44" West, a distance of 370.35 feet; thence South 89°-50'-16" West, a distance of 698.32 feet; thence North 00°-09'-44" West, a distance of 608.00 feet; thence North 89°-50'-16" East, a distance of 877.36 feet to the Point of Beginning, containing 12.31 acres, more or less, situated in the County of Peoria and State of Illinois.

AND

A part of the Southwest Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 2; thence North 89°-50'-16" East (bearings assumed for the purpose of description only) along the north line of the



Southwest Quarter of said Section 2, a distance of 60.00 feet to a point on the east right-of-way line of Orange Prairie Road and the Point of Beginning of the tract to be described; thence continuing North 89°-50'-16" East along the north line of the Southwest Quarter of said Section 2, a distance of 747.71 feet; thence South 00°-09'-44" East, a distance of 606.99 feet; thence South 89°-50'-16" West a distance of 750.10 feet to a point on the east right-of-way line of Orange Prairie Road; thence North 00°-03'-49" East along the east right-of-way line of Orange Prairie Road, a distance of 607.00 feet to the Point of Beginning, containing 10.44 acres, more or less, situated in the County of Peoria and State of Illinois.

As to each so classified part of the TFC Property, TFC and any successors in interest shall be able to use each such part of the TFC Property for any use permitted in the respective zoning classifications as applicable to the particular part of the TFC Property as is respectively classified pursuant to the attached Rezoning Plat; subject to the following conditions and limitations as the same shall apply to those respective Lots as described upon the Preliminary Plat attached as Exhibit D:

*i. Athletic Campus/Sports Complex.* Lots 1, 2, 3 and 4 may be developed and operated as an athletic campus and sports complex, as a special use within a C-2 zoning classification (i.e. as an Arena/Stadium/Sports Field) with respect to Lot 2 and Lot 4, and as a permitted use within an R-7 zoning classification (i.e. as a Park for Active Recreation [designated at the time of platting]) with respect to Lot 1 and Lot 3, together with any and all buildings, structures and improvements as are accessory to such use as an athletic campus and sports complex.

*ii. Commercial Project.* Lot 5 (although zoned C-2) may during the term of the Annexation Agreement only be developed as and for any permitted use currently allowed for a property with a C-1 zoning classification and/or as a use as a hotel/motel. TFC further agrees that, prior to and until the development of Lot 5, the curb cut at the southern end of Lot 5, as depicted and labeled for Proposed Access on the Site Plan attached hereto as Exhibit B-1, shall be available for and limited to use by emergency vehicles for ingress and egress from the athletic campus and sports complex, and that TFC will construct a hard, gravel surface across Lot 5 to facilitate the ingress and egress of emergency vehicles.;

*iii. Outlot A.* Outlot A shall be developed (and only used) as a private access street/driveway to provide vehicular and/or pedestrian access to and from Orange Prairie Road and the Lots depicted upon (and to be formed ultimately upon the approval as a Final Plat of) the attached Preliminary Plat. A Private Street Maintenance Agreement for Outlot A shall be submitted prior to approval of the Final Plat;

*iv. Supplemental/Replacement Sports Complex Uses.* As a supplemental and complementary use for the athletic campus and sport complex, or as a replacement thereto should TFC (notwithstanding its best efforts to develop and operate the athletic campus and sport complex) determine the operation thereof not to be feasible, TFC may at any time add or provide uses, buildings, structures and/or improvements as may be otherwise permitted for the zoning classification of the particular Lot upon which such use, building, structure and/or improvement are to be established;

*v. Special Limitations for Lot 1.* The sports field located in the northwest corner of Lot 1, which is designated "Diamond 2" on the attached Exhibit B-1, shall not conduct any play or other activity after the hour of 10:00 p.m., and any lighting serving Diamond 2 will be turned off after that time.

*vi. Special Limitations for Lots 2 and 4.* Notwithstanding the above, Lots 2 and 4, until the expiration of the Annexation Agreement as amended hereby, shall not (except for their use as a Arena/Stadium/Sports Field as the part of the athletic campus and sports to be initially developed thereon), be used for any use not currently allowed as a permitted use for property within a C-1 zoning classification unless the written consent of the City Council is otherwise obtained therefor; and

*vii. Waivers.* As a part of the special use as shall be granted by the City (i.e. for the Arena/Stadium/Sports Field for Lot 2 and Lot 4) or as may be granted in such other manner as mutually agreed by the City and TFC, certain waivers from otherwise applicable requirements of the City shall be provided, such as: (a) a waiver of the building height for the dome to be built upon Lot 2 to permit the dome to be established to a height as much as eighty-five (85) feet;; (b) a waiver of any landscaping requirements as may be inconsistent with an Alternative Landscape Plan as may be submitted by TFC to and approved by the Site Plan Review Board of the City at any time prior to, or as a part of, the obtaining of construction or building permits for that part of the Development Project to be constructed upon the TFC Property; (c) a waiver of landscaping requirements (other than the requirement of a grass covered open area) for the yard requirement along the westerly boundary of Lot 5 until such time such Lot 5 is developed with one or more buildings thereupon; (d) the waiver of any setback, yard or landscaping requirements along the boundary line between any Lot and Outlot A; (e) the waiver of any provisions as would bar or limit signage described in the Signage Plan attached hereto as Exhibit E; (f) the waiver of any provisions as would prevent the building (shown as being connected to the sports dome planned upon Lot 2) from being treated as a separate structure apart from the dome to constructed upon Lot 2 (even though such building may be connected thereto by a covered and enclosed pathway; and (g) the ability and right to conduct special events and/or sales within the areas of the Lots as long as any lights and sound produced by such special events and/or sales shall be directed and shielded away from adjoining properties and meet all existing noise and light standards of the City.

As to any part or all of the TFC Property, TFC shall be permitted to continue any use as exists upon the TFC Property at the date hereof until such time as TFC may commence and complete construction thereupon as part of the contemplated Development Project herein described. The City (as a part of the granting of any special use or special use amendment, or as a part of any Site Plan Review Board approval) may not impose additional limitations or requirements for those areas, improvements or operations for which specific provisions therefor are herein addressed and provided. For example, where any site plan or exhibit forming a part of this First Amendment contemplates or provides for a specific plan or arrangement (or reasonably implies any such plan or arrangement) for development of the TFC Property that is inconsistent with the provisions of the City's ordinances and regulations, the provisions, plans and depictions set forth herein shall prevail and apply as opposed to any other inconsistent requirements of the City's ordinances and regulations.

### **3. Special Development/Operational Provisions.**

*A. Commencement/Completion of Development Project.* Upon the completion and procurement of the SSA Funding (later described), and upon the obtaining by TFC and/or Petersen Companies (as the applicable case may be) of all permits and approvals needed for the Development Project, which each shall, with due diligence and in good faith, seek to obtain for the respective component of each for the Development Project, TFC and Petersen Companies shall commence the construction and installation of the Development Project, and thereafter, with best efforts and due diligence, complete (and thereafter commence the intended use of) same.

**B. Development Procedures.** The parties acknowledge and recognize that there currently may not be specific plans or specifications of the Development Project sufficiently finalized with respect to the TFC Property or the Holiday Inn and Suites Property to submit or provide specific plans, drawings and specifications therefor to the City. In that regard, and with respect to any other future development upon the TFC Property or the Holiday Inn and Suites Property:

**i. Plan Procedures/Approvals; Pre-Approval Site Work.** It is recognized and acknowledged that, as development with respect to each component and portion of the Development Project becomes more specific and secured, TFC (or other owners of any portion or component of the Development Project) shall need and seek approval from the Site Plan Review Board of the City (pursuant to the City's procedures currently applicable thereto) or otherwise from other bodies of the City. To the extent that any use requires a special use, or to the extent that the C-2 portion proposes such features or elements that it, by definition, becomes a "shopping center" so as to require a special use, then the same shall be sought and secured with respect to such so affected portion or component (pursuant to the City's procedures applicable thereto). Any application therefor shall also include those supporting materials as are in such cases currently required by City ordinance. TFC, or any other owner of any portion or component of the Development Project, shall have the right, prior to obtaining any special use approval, and prior to obtaining City approval of any other engineering drawings or development plans, and prior to the approval of any final plat as may be required for any such portion or component of Development Project, to undertake excavation, preliminary grading work, drilling and stock piling on any such portion of the Development Project in preparation for the development of such portion or component upon receipt of a grading permit and soil erosion control permit from the City. The City shall approve any such grading or soil erosion and sedimentation control plans (or issue a letter of denial specifying why approval is withheld) within fourteen (14) days of submission of such plans. If the City neither approves such plans nor issues a letter of denial within such fourteen (14) days of submission, such plans shall be deemed to be approved. Such work shall be undertaken at the sole risk and responsibility of TFC, or any other owner of any such affected portion or component of the Development Project, and shall be completed in compliance with all applicable laws and ordinances and shall be conducted in such manner to be prevent damage or injury to the real estate of surrounding property owners. Nothing contained in the foregoing, however, shall excuse or relieve TFC and Petersen Companies from the obligation to pay usual and customary fees to the City as may be due upon and for the issuance of any such permits.

In connection with the foregoing, the City acknowledges and confirms that the use of the TFC Property as an athletic campus/sports complex does not constitute the use thereof as a shopping center and that, for purposes hereof and for any other uses, the use of Outlot A for access shall not constitute a sharing of access for purposes of meeting or coming within the definition of a "shopping center", it being intended that (in the context of such definition) Outlot A, with the private street to be built thereupon, shall be treated as a public street.

**ii. Other Infrastructure Additions; Fees.** The City acknowledges and confirms that Orange Prairie Road (which currently borders upon the TFC Property) will be sufficient to support the proposed development of the TFC Property as described herein on the Development Site Plan; subject, however, to the construction by (and at the cost of) TFC of the southbound left turn lane into the TFC Property and of the northbound right turn/deceleration lane into the TFC Property and the installation of traffic light signalization at the intersection of Orange Prairie Road and the entrance road (Outlot A) as depicted upon the attached Exhibit B-1. With respect to such traffic light signalization, TFC agrees to pay for the maintenance and operation of such signalization until such time as further development

occurs on the property which borders Orange Prairie Road to the west, so as to result in the intersection of the entrance road with Orange Prairie Road becoming a full intersection, including and with the addition of a westerly leg of the intersection to serve the eastbound traffic entering the intersection from anticipated development to the west of Orange Prairie Road. Based upon the foregoing, for the duration of the original Annexation Agreement as modified by this First Amendment, the City shall not require as a condition for any development or use of the TFC Property and the Holiday Inn and Suites Property as indicated on the Development Site Plan or for any other use which is properly permitted for the TFC Property under the zoning classifications to be assigned and provided hereunder, any further improvements, enhancements or additions to any of the said Orange Prairie Road or within any other public rights of way as may bound or may in the future otherwise be intended to serve the TFC Property. Nothing in the foregoing, however, shall be construed to prevent the City or IDOT from further enhancing the said Orange Prairie Road; provided, however, that the City shall proceed in such manner in the event of any such enhancement, addition or other improvement of Orange Prairie Road as to continually provide at all times reasonable necessary ingress and egress to the TFC Property (and any development or operation thereupon) for both northbound and southbound vehicular traffic to and from the entrance into the TFC Property as shown on the attached Exhibit B-1.

For a period of five (5) years from the date of this First Amendment, no fee or charge of any description shall be imposed upon TFC or any other owner or owners of the real estate upon which any part of the Development Project is to be made, unless such fee or charge is in existence and being collected by the City on a uniform basis from all owners, users and developers of property within the City as of the date hereof. The City shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, or any other applicable fees or user fees during the term of this First Amendment unless such increases are:

- a. Made generally applicable to all owners, users and developers of all properties within the City; and
- b. Such increases are reasonably related to costs incurred by the City in providing the service for which such fee is assessed.

*iii. Private Covenants, Easements and Restrictions.* In connection with the development of the TFC Property and any other component of the Development Project, the City recognizes that the use and development thereof may also be further limited, restricted or benefited in other ways or by other agreements (e.g. private restrictive covenants, easements with utility companies and other third parties, etc.). The Annexation Agreement and this First Amendment shall not in any way supersede, alter, or prohibit such agreements; and the restrictions, obligations and privileges as may exist by reason thereof shall apply unless otherwise specifically inconsistent with the terms hereof. Similarly, any such other agreements or arrangements shall not entitle the City to enforce the provisions thereof (or provide to the City any third party beneficiary benefits/arrangements thereunder) unless such agreements or other arrangements specifically provide or bestow such rights and benefits to the City under the terms thereof.

Provided that there exist reciprocal easement arrangements with other surrounding property owners for access to public streets and utility services and/or other supportive requirements for development (e.g. parking, drainage detention, etc.), the City shall not require such public street or utility service access rights by any parcel as may be subdivided from the TFC Property or any other component of the Development Project, due to the fact that such parcel does not otherwise bound upon

a public street or upon an easement of a public utility provider. Further, the City shall not deny any right or privilege of the development because any such subdivided parcel does not, by itself, meet or provide a minimum square footage or other minimums as may otherwise be required for the requested use/development thereof.

The parties acknowledge and recognize that all of the utility services (in addition to sanitary sewer service as described hereinabove) are expected to be provided by other persons or entities who are not parties to this First Amendment. The City agrees to cooperate with and assist the owner(s) from time to time of the TFC Property and any other part of the Development Project in obtaining the availability for and access to such services; provided, however, that such obligation to cooperate and assist shall not obligate or require the City to pay for any expenses or costs in connection with the construction/installation of such facility, unless otherwise required under this First Amendment.

*iv. TFC Obligations to Chambers.* The City acknowledges and confirms that there are certain obligations of TFC to the Chambers (with respect to the Development Project) as are more particularly set forth in the Real Estate Purchase Agreement described hereinabove by and between the Chambers and TFC. To the extent that such Real Estate Purchase Agreement imposes a requirement of TFC with respect to the Development Project, the City hereby approves any such requirement and the implementation thereof.

*v. Permits/Subdivision Plat Approvals.* Within twenty-one ( 21) business days after receipt of a complete application (including all required construction documents) by TFC or any other owner desiring development of the TFC Property or any other component forming a part of the Development Project, the City shall (subject to the obtaining of any applicable special use amendment requirement as hereinabove described and any other approval or requirement of other persons or governmental bodies other than the City):

- a.* Issue a building permit authorizing such construction;
- b.* Issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this First Amendment; or
- c.* Issue a letter of denial of such permit specifying the basis of such denial by reference to the provisions of the code provisions applicable thereto, which the subject construction allegedly would violate. If the City conditionally approves such a permit, the City shall issue a permit unconditionally within five (5) business days after satisfaction by the party or person seeking the issuance of said permit.

The City shall issue certificates of occupancy to any such owner (or any person properly acting on behalf of such owner) who has sought or been issued a building permit as above described, within seven (7) business days of application therefor, or issue a letter of denial within such period informing the applying person specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. The inability, due to adverse weather conditions or other conditions outside of the reasonable control of any such applicant seeking the issuance of such a certificate of occupancy, to install service walks, stoops (provided at least one ingress/egress meets the accessibility code), landscaping, final grading or other items not posing an unreasonable risk to life, safety or property, shall not delay the issuance of a temporary certificate of occupancy. Ingress and egress constructed to allow police, fire, and life safety equipment into the site must be provided prior to

issuance of a temporary certificate of occupancy. A trailer may be used for the coordination of construction activities during the period of development of any portion or phase of the Development Project being developed. Temporary fences and parking to service any of the foregoing may be constructed upon any area of the Development Project being developed, even though same may not otherwise meet applicable code requirements therefor (e.g. permitting of temporary gravel-based parking lot). Notwithstanding the foregoing, it is acknowledged and recognized that each of the foregoing that may be related to temporary construction activity (e.g. construction trailer upon site, temporary fences, temporary gravel-based parking, etc.) shall only be permitted for those phases in the process of development. To the extent that any site upon which development has been completed and business operations or occupancy is anticipated in connection therewith and is the subject for which a certificate of occupancy is being sought, such temporary conditions with respect to such site must have been completed and/or removed prior to the issuance of either a temporary or permanent certificate of occupancy.

Except as specifically set forth in this First Amendment, the development of any portion of the Development Project shall be subject to the requirements for platting or land subdivision. The requirements applicable thereto shall be as are currently in force and effect under the laws and regulations of the City. Any owner shall have the right to submit any preliminary and final plats in phases, and any preliminary and final plat may be submitted contemporaneously. To the extent that the Corporate Authorities of the City have approved any preliminary plat, the administration of the City may approve a final plat for any applicable phase or portion of the development of the Development Project, provided said final plat is substantially in conformance with the previously approved preliminary plat. With respect to the foregoing, no final plat shall be denied approval as long as such plat is submitted for approval no later than three ( 3 ) years after the date of the previous approval of the preliminary plat relating thereto. In addition, upon approval of any final plat, there shall not be any deadline for the implementation of the approved plat or the development of any portion of the property consistent therewith as might otherwise be applicable thereto.

*vi. Signage Plan.* Signage for the development contemplated for and upon the TFC Property shall be permitted with the types, locations, heights and sign facie area as depicted, or otherwise described, upon the Signage Plan attached as Exhibit E. Consistent therewith, TFC agrees that such signs shall otherwise:

- a.* Be architecturally compatible with the building(s) or other improvement(s) which such signage is intended to advertise or identify;
- b.* Be constructed in such manner that the source for any illumination thereof does not provide a glare or light concentration for those traveling along the roadway or driveway lane along which any such signage be located such that the same creates an unreasonable and unsafe condition for driving along such roadway or driveway; and
- c.* Does not have any direct light “throw” illumination or projection upon any adjoining properties in excess of one (1) foot candle.

The City acknowledges that the Development Project as it applies to the TFC Property is intended to have a use (as an athletic campus and sports complex) for which signage of advertisers and supporters is customary and appropriate. Consistent with the foregoing, the City agrees to permit and allow such signage (even though such signage may be deemed to provide “off-premises” signs of such other advertisers or supporters) to the extent that such signage is typical and customary in any other

similar types of athletic venues (e.g. Dozer Field in which the minor league baseball team known as the Peoria Chiefs currently plays) and is not visible from the public right-of-way.

*vii. Sale of Alcoholic Beverages.* The City acknowledges that the operations contemplated from the TFC Property (i.e. as an athletic event complex) is expected to involve and invite the public as spectators therefor. As such, and as an appurtenant service and convenience to and for such spectators, TFC desires to make available to such spectators the retail sale (for on-premises consumption) of alcoholic beverages. The City shall employ reasonable and good faith efforts and take any and all action necessary to enable TFC to obtain and utilize on or more liquor licenses for the Development Project.

*viii. Landscaping.* Development of the TFC Property shall be consistent with and subject to the landscaping and berm requirements as set forth in the Landscape Berm and Buffer Plan attached hereto as Exhibit F.

**4. SSA Funding.** In the process of the development of the TFC Property and of the Holiday Inn and Suites Property, of those components contemplated as parts of the Development Project, and of other improvements as may later be made as “Special Services” (for the TFC Property and/or the Hotel Properties) under the Special Service Area Tax Law of Illinois (being 35 ILCS, Section 27-1, et. seq., [the “SSA Act”]), the City acknowledges that the formation of six (6) Special Service Areas to be respectively known as the “Peoria Sports Center Property Tax Special Service Area,” “Peoria Sports Center Hotel Tax Special Service Area,” Peoria Sports Center Sales Tax Special Service Area,” (collectively referred to as the “Peoria Sports Center SSAs”) and as the “Holiday Inn Property Tax Special Service Area,” “Holiday Inn Hotel Tax Special Service Area,” and “Holiday Inn Sales Tax Special Service Area” (collectively referred to as the “Holiday Inn SSAs”) is appropriate therefor and in the interests of the City. In this context, the City, TFC and the Hotel Owners of the Wingate Inn Property, the Candlewood Suites Property, the Country Inn Property and the Hampton Inn Property agree to proceed appropriately, and as required by law, to form the Peoria Sports Center SSAs, which shall be coterminous with each other and include the TFC Property, the Wingate Inn Property, the Candlewood Suites Property, the Country Inn Property, the Hampton Inn Property, the Vacant Parcel, and such linear areas of the public right of way as are depicted upon the attached Exhibit A. In addition, the City and the Holiday Inn and Suites Property Owner agree to proceed appropriately, and as required by law, to form the Holiday Inn SSAs, which shall be coterminous with each other and include the Holiday Inn and Suites Property. In connection therewith, the City shall, upon formation of all Special Service Areas herein defined, proceed appropriately to issue bonds or other instruments (“Debt Obligations”) of the City, with the repayment thereof being assured as a general obligation (and with the full faith and credit) of the City in the amount of Seven Million Six Hundred Thousand Dollars (\$7,600,000.00) for the Peoria Sports Center SSAs (the “PSC SSA Funding”) and separately in the amount of Two Million Dollars (\$2,000,000.00) for the Holiday Inn SSAs (the “HI SSA Funding”), with collectively the separate issuance of Debt Obligations as described by the foregoing being sometimes herein collectively referred to as the “SSA Funding”. With respect to the administration and the payment of the proceeds of each of the PSC SSA Funding and the HI SSA Funding, the City will proceed with the administration and the payment of proceeds therefrom (and the repayment of each respective indebtedness incurred thereby) as hereinafter provided. Notwithstanding the foregoing, the parties acknowledge and recognize that other alternative means and sources of financing may be available for the funding of the components of the Development Project for which the SSA Funding is currently contemplated. In this context, the parties agree to pursue such alternatives with best efforts, with the objective of potentially being able to secure a better alternative arrangement for both parties. If any such alternative(s) are potentially available, it is agreed, however, that any such alternative will not be used and/or implemented unless approved in writing by both of the parties (each of which may withhold approval in their own absolute discretion).

**5. PSC SSA Funding.** In connection with the PSC SSA Funding the following shall apply:

**A. Consent to Formation of Peoria Sports Center SSAs.** With respect to the Peoria Sports Center Special Service Area to be formed as generally described above, the City, TFC, the Wingate Inn Property Owner, the Candlewood Suites Property Owner, the Country Inn Property Owner and the Hampton Inn Property Owner (collectively being all of the owners of all properties comprising the Peoria Sports Center Special Area) agree as follows on their own behalf and on behalf of any of their respective successors or assigns:

*i.* TFC and the Wingate Inn Property Owner, the Candlewood Suites Property Owner, Country Inn Property Owner and the Hampton Inn Property Owner, and any of their respective successors or assigns, each hereby consent to the formation of the Peoria Sports Center SSAs and the levy and imposition of the real estate taxes, hotel/motel taxes and sales taxes, respectively, as contemplated hereby:

*ii.* Each of the above referenced owners of those properties comprising the Peoria Sports Center SSAs waives notice of, and the right to object to, the initiation of the procedures for, and the formation of, the Peoria Sports Center SSAs consistent with the terms hereby, and each individually waives the providing of any other notice as may be required by law to be provided in connection therewith; and

**B. Division and Application of PSC SSA Funding.** In the context of the foregoing, the parties agree that, the proceeds from the PSC SSA Funding shall be paid and applied upon those construction costs, qualifying as “Special Services” under the SSA Act, for the construction and completion of that portion of the Development Project comprising the development of the athletic campus and sports complex contemplated for and upon the TFC Property. To the extent that the funds obtained from the PSC SSA Funding exceed the costs of the foregoing, such excess may be applied to, and upon, any other costs qualifying and constituting “Special Services” for improvements upon any of the other properties included within, and forming a part of, the Peoria Sports Center SSAs. However, if the collective costs of the completion of such athletic campus and sports complex exceeds the funds available from the PSC SSA Funding, then any such excess costs shall not be the responsibility of the City, but shall instead be the responsibility of TFC or other third parties (e.g. under other agreements or of arrangements as may be made with TFC).

**C. Expedited Procedures.** To the extent that any act, procedure or other provision of law may be applicable, the City shall use any such procedure as may be available for the purpose of expediting as much as reasonably possible the financing process for the PSC SSA Funding and the completion of the athletic campus and sports complex as contemplated hereby. In such case and if a private placement of the purchase of the Debt Obligation(s) is determined by the parties to be possible, the City shall exercise its best efforts in good faith to obtain an individual lender or individual lenders to acquire any Debt Obligation(s) to be issued as provided herein (in order to keep issuance and underwriting costs to a minimum and at the lowest interest rate as may be reasonably available).

**D. Repayment Provisions.** The payment arrangements for any Debt Obligation(s) of the PSC SSA Funding, shall specifically provide, among usual and customary arrangements therefor:

*i.* A so-called capitalization of interest for the initial one (1) year of such repayment periods so that the first payment obligation thereunder shall not commence until one (1) year after the issuance of said Debt Obligation(s);



*ii.* The payment of interest only for two (2) years of the repayment period so that the obligation for the first payment of principal shall not commence until two (2) years after the issuance of such Debt Obligation(s); and

*iii.* After the allowance and provision for the capitalization of interest for one (1) year and the payment of interest only for two (2) years thereafter, a total amortization period thereafter for the payment of principal and interest of eighteen (18) years, unless a shorter period is otherwise approved by the majority of TFC and the other owners of properties within and comprising the Peoria Sports Center SSAs.

At the option and election of the City, such Debt Obligation(s) may provide for a “call” or redemption of the Debt Obligation(s) at the end of ten (10) years after issuance; provided, however, that in such event the City shall proceed with a refunding/refinancing of the Debt Obligation(s) as a general obligation of (and with the full faith and credit) of the City, with the other terms and conditions of such refunding/refinancing being similar to the Debt Obligation(s) originally issued except that the terms of repayment shall provide for the repayment of principal and interest of such Debt Obligation(s) over the remainder of that period for which the original Debt Obligation(s) was issued and contemplated.

***E. Funding Obligations/Procedures of Debt Service of PSC SSA Funding.*** The City shall establish a special interest bearing account for the Debt Obligation(s) of the Peoria Sports Center SSAs into which the City shall initially deposit a reasonable debt service reserve as may be obtained as a part of, and from the original PSC SSA Funding. Beyond the foregoing, the City shall deposit for the funding of debt service on the Debt Obligation(s) of the Peoria Sports Center SSAs the revenues from the PSC SSA Tax Levy (later described) collected from time to time, together with: (i) the PSC SSA Supplemental Hotel/Motel Tax (later described), and (ii) the PSC SSA Supplemental Sales Tax (later described). Such foregoing deposits shall be allocated, paid and distributed as follows (from time to time as received):

*i.* An amount thereof as may be needed to maintain the debt service reserve as above described;

*ii.* That amount due upon the next annual installment (if any) as may be due upon the Debt Obligation(s) of the Peoria Sports Center SSAs; and

*iii.* Any excess remaining in the deposit after the addition revenues above described shall be paid as a prepayment upon the Debt Obligation(s) of the Peoria Sports Center SSAs to the extent permitted under the bond or other instrument of such Debt Obligation(s) and/or paid upon and for “Special Services” within the Peoria Sports Center SSAs as directed by the majority of those comprised of TFC and the other owners of properties within and comprising the Peoria Sports Center SSAs, or their successors, as the same exist from time to time.

***F. PSC Special Services.*** For purposes hereof, “PSC Special Services” for which payments of proceeds of the PSC SSA Funding may be paid/made, and for which payment from the excess deposits in the Peoria Sports Center Special Service Area account may be paid/made, shall mean and be construed as any special service for which payment may be made under the SSA Act within the Peoria Sports Center SSAs, as reasonably determined from time to time by, and in the opinion of, corporation counsel of the City. In this context, however, the parties agree that (unless a final and unappealable decision of a court of the State of Illinois determines otherwise) that the following constitute such PSC Special Services: (i) the initial construction costs for that component of the Development Project constituting the athletic campus and sports complex as described herein to be constructed and operated upon the TFC Property; and/or (ii) the

maintenance, repair or replacement cost of any capital improvement upon the TFC Property or upon any other property within and comprising a part of the Peoria Sports Center SSAs.

**G. The PSC SSA Tax Levy.** To provide for the repayment of the Debt Obligation(s) of the Peoria Sports Center Property Tax Special Service Area, the City shall levy (on an ad valorem basis upon properties within the Peoria Sports Center Property Tax Special Service Area) each year as an additional Special Service Area real estate tax an amount sufficient to pay the debt service upon the Debt Obligation(s) as is expected to become due and owing in the next calendar year upon and for the Debt Obligation(s) of the Peoria Sports Center Property Tax Special Service Area (the "PSC SSA Tax Levy"). In this context, however, the parties acknowledge and recognize that the repayment of such Debt Obligation(s) shall otherwise be possible from other deposits (in addition to the PSC SSA Tax Levy) as may be made into the special Peoria Sports Center Special Service Area account. Based upon the foregoing, the parties shall from time to time (but no later than the end of each calendar year) analyze and determine the specific amount due upon the Debt Obligation(s) in the next calendar year. In this respect, such analysis shall include a determination of available funds therefor in the special Peoria Sports Center Special Service Area account from other deposits as well as any other sources of payment thereupon. If, as a result of such analysis, it is determined that the tax levy at the maximum rate as would otherwise be applied to assure the next payment upon such Debt Obligation(s) is in excess of that required to make such payment, then the City shall reduce/abate the levy then being made for the next current calendar year so as to approximate (but be no less than) the payment obligation relating to the payment upon such Debt Obligation(s) for the next following calendar year. In this regard, such analysis and determination shall be initiated by the City, at or around October 1 of each calendar year, by providing a written notice of the need to adjust/change the PSC SSA Tax Levy from that tax levy for such calendar year from the levy and extension last made. Such analysis shall set forth: (i) the amount needed for repayment upon such Debt Obligation(s) as hereinabove provided; (ii) the equalized assessed value of the properties within the Peoria Sports Center Property Tax Special Service Area; (iii) the proposed tax rate and levy adjustment needed to provide approximately (but no less than) the payment due upon such Debt Obligation(s) for the following year; and (iv) the availability of other reserves or deposits in the special Peoria Sports Center Special Service Area account for such purposes. To the extent that any other owner of property within the Peoria Sports Center Property Tax Special Service Area believes and/or determines that the PSC SSA Tax Levy should be different, then such owner shall so notify the City and the City and such owner(s) shall consult and mutually (and in good faith) reasonably agree upon the final PSC SSA Tax Levy to impose prior to the end of the then current year. To the extent that any deposits in the special Peoria Sports Center Special Service Area account have been included and assumed to be available for payment upon such Debt Obligation(s) for the next calendar year, such deposits/funds determined to be available therefor shall not be considered to be excess funds available for payment or distribution under the provisions of Section 5.E. hereinabove. In the context of the above, and as an alternative to the above with respect to the application of funds from the Peoria Sports Center Special Service Area account to the obligation for the payment of real estate taxes within the Peoria Sports Center Property Tax Special Service Area, the City shall, at the election and direction of the majority of the owners of properties within and comprising the Peoria Sports Center Property Tax Special Service Area, pay from the Peoria Sports Center Special Service Area account funds therefrom upon the PSC SSA Tax Levy to the extent not otherwise reduced/abated as provided hereinabove. The intention and purpose of the foregoing is to provide for the application of account funds as may be deposited prior to such time as a reduction/abatement of the levy may be made as provided above or in the event that greater than anticipated funds have been deposited in the Peoria Sports Center Special Service Area account than expected to have been applied as a result of a reduction or abatement.

The parties agree that, in the implementation of the PSC SSA Tax Levy, an allocation of the said levy shall be needed as the properties within the Peoria Sports Center Special Service Area may be further developed and/or subdivided in the future. In this regard, the parties agree that the allocation of the tax levy

shall be made on a so-called ad valorem basis as the respective values of the various affected properties may exist and change from time to time.

**H. PSC Supplemental Hotel/Motel Tax.** As a part of the production of revenues to and for the Peoria Sports Center Hotel Tax Special Service Area to pay for the PSC Special Services to be provided thereby, there shall be imposed by the City and collected from the Hotel Owners of the Hotel Properties located within and comprising part of the Peoria Sports Center Hotel Tax Special Service Area (and based upon the operations thereof) a tax upon the use and privilege of renting a hotel or motel room (the “PSC Supplemental Hotel/Motel Tax”), which tax shall be in addition to (but otherwise identical with) such tax as is currently imposed under Article VII of Chapter 27 of the Code of Ordinances of the City. The amount of such PSC Supplemental Hotel/Motel Tax shall be three percent (3%) of the rental or leasing charge of renting a hotel or motel room for each twenty-four (24) hour period or portion thereof (excluding from such charge any taxes or other governmental fees, but in addition and supplemental thereto). Any exception to and for the hotel/motel tax and any procedures relating to the manner of the collection thereof as is currently provided under the City’s Code shall otherwise also apply to the PSC Supplemental Hotel/Motel Tax. Such PSC Supplemental Hotel/Motel Tax shall commence to be imposed and collected as of July 1, 2014. Any such PSC Supplemental Hotel/Motel Taxes as are collected by the City shall be deposited in the special Peoria Sports Center Special Service Area account described hereinabove and thereafter paid and applied as provided herein.

**I. The PSC Supplemental Sales Tax.** Also as a part of the production of revenues to and for the Peoria Sports Center Sales Tax Special Service Area to pay for the Special Services to be provided thereby, there shall be imposed by the City and collected from TFC and the other owners of properties within and comprising the Peoria Sports Center Sales Tax Special Service Area from the operations upon such Properties, a tax upon the business of making sales of service or selling at retail of tangible personal property, other than an item of tangible personal property titled or registered with an agency of government of the State of Illinois (the “PSC Supplemental Sales Tax”). Such PSC Supplemental Sales Tax shall be in addition to (but otherwise identical with) such tax as is imposed by the City under Articles II and III of Chapter 27 of the Code or Ordinances of the City. The amount of the PSC Supplemental Sales Tax shall be one percent (1%) of the gross receipts from such sales made in the course of business operations. Any exception to and for the current sales tax imposed by the City and any procedures relating to the manner of the collection thereof as is currently provided under the City’s Code shall otherwise also apply to the PSC Supplemental Sales Tax. The PSC Supplemental Sales Tax shall commence to be imposed and collected as of July 1, 2014. Any such PSC Supplemental Sales Taxes as are collected by the City shall be deposited in the special Peoria Sports Center Special Service Area account described hereinabove and thereafter paid and applied as provided herein.

**6. HI SSA Funding.** In connection with the HI SSA Funding the following shall apply:

**A. Consent to Formation of Holiday Inn SSAs.** With respect to the Holiday Inn SSAs to be formed as generally described above, the owner of the Holiday Inn Suites Property (being the only property comprising the Holiday Inn SSAs) agrees as follows on its own behalf and on behalf of any of its respective successors or assigns:

**i.** The owner of the Holiday Day Inn and Suites Property hereby consents to the formation of the Holiday Inn SSAs and the levy and imposition of the real estate taxes, hotel/motel taxes and sales taxes, respectively, as contemplated hereby:

*ii.* The owner of the Holiday Inn and Suites Property (being the sole owner of the property comprising the Holiday Inn Special Service Area) waives notice of, and the right to object to, the initiation of the procedures for, and the formation of, the Holiday Inn SSAs consistent with the terms hereby, and waives the providing of any other notice as may be required by law to be provided in connection therewith; and

***B. Division and Application of HI SSA Funding.*** In the context of the foregoing, the City and the owner of the Holiday Inn and Suites Property agree that, the proceeds from the HI SSA Funding shall be paid and applied upon those construction costs, qualifying as “Special Services” under the SSA Act, for the construction and completion of that portion of the Development Project comprising the development of the hotel facility to be built upon the Holiday Inn and Suites Property. To the extent that the funds obtained from the HI SSA Funding exceed the costs of the foregoing, such excess may be applied to, and upon, any other costs qualifying and constituting “Special Services” for improvements upon any of the other property included within, and forming a part of, the Holiday Inn SSAs. However, if the collective costs of the completion of such hotel facility exceeds the funds available from the HI SSA Funding, then any such excess costs shall not be the responsibility of the City, but shall instead be the responsibility of the owner or owners of the property comprising the Holiday Inn SSAs or of other third parties (e.g. under other agreements or arrangements as may be made with the owner or owners of the property comprising the Holiday Inn SSAs).

***C. Expedited Procedures.*** To the extent that any act, procedure or other provision of law may be applicable, the City shall use any such procedure as may be available for the purpose of expediting as much as reasonably possible the financing process for the HI SSA Funding and the completion of the hotel facility contemplated hereby. In such case and if a private placement of the purchase of the Debt Obligation(s) is determined by the parties to be possible, the City shall exercise its best efforts in good faith to obtain an individual lender or individual lenders to acquire any Debt Obligation(s) to be issued as provided herein (in order to keep issuance and underwriting costs to a minimum and at the lowest interest rate as may be reasonably available).

***D. Repayment Provisions.*** The payment arrangements for any Debt Obligation(s) of the HI SSA Funding, shall specifically provide, among usual and customary arrangements therefor:

*i.* A so-called capitalization of interest for the initial one (1) year of such repayment periods so that the first payment obligation thereunder shall not commence until one (1) year after the issuance of said Debt Obligation(s);

*ii.* The payment of interest only for two (2) years of the repayment period so that the obligation for the first payment of principal shall not commence until two (2) years after the issuance of such Debt Obligation(s); and

*iii.* After the allowance and provision for the capitalization of interest for one (1) year and the payment of interest only for two (2) years thereafter, a total amortization period thereafter for the payment of principal and interest of eighteen (18) years, unless a shorter period is otherwise approved by the owner or owners of the property or properties comprising the Holiday Inn SSAs.

At the option and election of the City, such Debt Obligation(s) may provide for a “call” or redemption of the Debt Obligation(s) at the end of ten (10) years after issuance; provided, however, that in such event the City shall proceed with a refunding/refinancing of the Debt Obligation(s) as a general obligation of (and with the full faith and credit) of the City, with the other terms and conditions of such refunding/refinancing being

similar to the Debt Obligation(s) originally issued except that the terms of repayment shall provide for the repayment of principal and interest of such Debt Obligation(s) over the remainder of that period for which the original Debt Obligation(s) was issued and contemplated.

***E. Funding Obligations/Procedures of Debt Service of HI SSA Funding.*** The City shall establish a special interest bearing account for the Debt Obligation(s) of the Holiday Inn SSAs into which the City shall initially deposit a reasonable debt service reserve as may be obtained as a part of, and from the original HI SSA Funding. Beyond the foregoing, the City shall deposit for the funding of debt service on the Debt Obligation(s) of the Holiday Inn SSAs the revenues from the HI SSA Tax Levy (later described) collected from time to time, together with: (i) the HI SSA Supplemental Hotel/Motel Tax (later described), and (ii) the HI SSA Supplemental Sales Tax (later described). Such foregoing deposits shall be allocated, paid and distributed as follows (from time to time as received):

*i.* An amount thereof as may be needed to maintain the debt service reserve as above described;

*ii.* That amount due upon the next annual installment (if any) as may be due upon the Debt Obligation(s) of the Holiday Inn SSAs; and

*iii.* Any excess remaining in the deposit after the addition revenues above described shall be paid as a prepayment upon the Debt Obligation(s) of the Holiday Inn SSAs to the extent permitted under the bond or other instrument of such Debt Obligation(s) and/or paid upon and for “Special Services” within the Holiday Inn SSAs as directed by the majority of the owner or owners comprising the property or properties of Holiday Inn SSAs, as the same exist from time to time.

***F. HI Special Services.*** For purposes hereof, “HI Special Services” for which payments of proceeds of the HI SSA Funding may be paid/made, and for which payment from the excess deposits in the Holiday Inn Special Service Area account may be paid/made, shall mean and be construed as any special service for which payment may be made under the SSA Act within the Holiday Inn SSAs, as reasonably determined from time to time by, and in the opinion of, corporation counsel of the City. In this context, however, the parties agree that (unless a final and unappealable decision of a court of the State of Illinois determines otherwise) that the following constitute such HI Special Services: (i) the initial construction costs for that component of the Development Project constituting the hotel facility as described herein to be constructed and operated upon the Holiday Inn and Suites Property; and/or (ii) the maintenance, repair or replacement cost of any capital improvement upon the Holiday Inn and Suites Property or upon any other property within and as may comprise a part of the Holiday Inn SSAs.

***G. The HI SSA Tax Levy.*** To provide for the repayment of the Debt Obligation(s) of the Holiday Inn Property Tax Special Service Area, the City shall levy (on an ad valorem basis upon properties within the Holiday Inn Property Tax Special Service Area) each year as an additional Special Service Area real estate tax an amount sufficient to pay the debt service upon the Debt Obligation(s) as is expected to become due and owing in the next calendar year upon and for the Debt Obligation(s) of the Holiday Inn Property Tax Special Service Area (the “HI SSA Tax Levy”). In this context, however, the parties acknowledge and recognize that the repayment of such Debt Obligation(s) shall otherwise be possible from other deposits (in addition to the HI SSA Tax Levy) as may be made into the special Holiday Inn Special Service Area account. Based upon the foregoing, the parties shall from time to time (but no later than the end of each calendar year) analyze and determine the specific amount due upon the Debt Obligation(s) in the next calendar year. In this respect, such analysis shall include a determination of available funds therefor in the special Holiday Inn Special Service Area account from other deposits as well as any other sources of payment thereupon. If, as a

result of such analysis, it is determined that the tax levy at the maximum rate as would otherwise be applied to assure the next payment upon such Debt Obligation(s) is in excess of that required to make such payment, then the City shall reduce/abate the levy then being made for the next current calendar year so as to approximate (but be no less than) the payment obligation relating to the payment upon such Debt Obligation(s) for the next following calendar year. In this regard, such analysis and determination shall be initiated by the City, at or around October 1 of each calendar year, by providing a written notice of the need to adjust/change the HI SSA Tax Levy from that tax levy for such calendar year from the levy and extension last made. Such analysis shall set forth: (i) the amount needed for repayment upon such Debt Obligation(s) as hereinabove provided; (ii) the equalized assessed value of the properties within the Holiday Inn Special Service Area; (iii) the proposed tax rate and levy adjustment needed to provide approximately (but no less than) the payment due upon such Debt Obligation(s) for the following year; and (iv) the availability of other reserves or deposits in the special Holiday Inn Special Service Area account for such purposes. To the extent that any other owner of property within the Holiday Inn Property Tax Special Service Area believes and/or determines that the HI SSA Tax Levy should be different, then such owner shall so notify the City and the City and such owner(s) shall consult and mutually (and in good faith) reasonably agree upon the final HI SSA Tax Levy to impose prior to the end of the then current year. To the extent that any deposits in the special Holiday Inn Special Service Area account have been included and assumed to be available for payment upon such Debt Obligation(s) for the next calendar year, such deposits/funds determined to be available therefor shall not be considered to be excess funds available for payment or distribution under the provisions of Section 6.E. hereinabove. In the context of the above, and as an alternative to the above with respect to the application of funds from the Holiday Inn Special Service Area account to the obligation for the payment of real estate taxes within the Holiday Inn Property Tax Special Service Area, the City shall, at the election and direction of the majority of the owner or owners of properties within and comprising the Holiday Inn Property Tax Special Service Area, pay from the Holiday Inn Special Service Area account funds therefrom upon the HI SSA Tax Levy to the extent not otherwise reduced/abated as provided hereinabove. The intention and purpose of the foregoing is to provide for the application of account funds as may be deposited prior to such time as a reduction/abatement of the levy may be made as provided above or in the event that greater than anticipated funds have been deposited in the Holiday Inn Special Service Area account than expected to have been applied as a result of a reduction or abatement.

The parties agree that, in the implementation of the HI SSA Tax Levy, an allocation of the said levy shall be needed as the properties within the Holiday Inn Property Tax Special Service Area may be further developed and/or subdivided in the future. In this regard, the parties agree that the allocation of the tax levy shall be made on a so-called ad valorem basis as the respective values of the various affected properties may exist and change from time to time.

***H. HI Supplemental Hotel/Motel Tax.*** As a part of the production of revenues to and for the Holiday Inn Hotel Tax Special Service Area to pay for the HI Special Services to be provided thereby, there shall be imposed by the City and collected from the owner or owners located within and comprising the Holiday Inn Hotel Tax Special Service Area (and based upon the operations thereof) a tax upon the use and privilege of renting a hotel or motel room (the "HI Supplemental Hotel/Motel Tax"), which tax shall be in addition to (but otherwise identical with) such tax as is currently imposed under Article VII of Chapter 27 of the Code of Ordinances of the City. The amount of such HI Supplemental Hotel/Motel Tax shall be three percent (3%) of the rental or leasing charge of renting a hotel or motel room for each twenty-four (24) hour period or portion thereof (excluding from such charge any taxes or other governmental fees, but in addition and supplemental thereto). Any exception to and for the hotel/motel tax and any procedures relating to the manner of the collection thereof as is currently provided under the City's Code shall otherwise also apply to the HI Supplemental Hotel/Motel Tax. Such HI Supplemental Hotel/Motel Tax shall commence to be imposed and collected as of July 1, 2014. Any such HI Supplemental Hotel/Motel Taxes as are collected by

the City shall be deposited in the special Holiday Inn Special Service Area account described hereinabove and thereafter paid and applied as provided herein.

***I. The HI Supplemental Sales Tax.*** As a part of the production of revenues to and for the Holiday Inn Sales Tax Special Service Area to pay for the Special Services to be provided thereby, there shall be imposed by the City and collected from the owner or owners of properties within and comprising the Holiday Inn Sales Tax Special Service Area from the operations upon such properties, a tax upon the business of making sales of service or selling at retail of tangible personal property, other than an item of tangible personal property titled or registered with an agency of government of the State of Illinois (the "HI Supplemental Sales Tax"). Such HI Supplemental Sales Tax shall be in addition to (but otherwise identical with) such tax as is imposed by the City under Articles II and III of Chapter 27 of the Code or Ordinances of the City. The amount of the HI Supplemental Sales Tax shall be one percent (1 %) of the gross receipts from such sales made in the course of business operations. Any exception to and for the current sales tax imposed by the City and any procedures relating to the manner of the collection thereof as is currently provided under the City's Code shall otherwise also apply to the HI Supplemental Sales Tax. The Supplemental Sales Tax shall commence to be imposed and collected as of July 1, 2014. Any such HI Supplemental Sales Taxes as are collected by the City shall be deposited in the special Holiday Inn Special Service Area account described hereinabove and thereafter paid and applied as provided herein.

***7. Payments for Special Services.*** TFC and the Hotel Owners acknowledge that, in the disbursement of either the PSC SSA Funding or the HI SSA Funding and/or any other amounts as may be paid to TFC or Hotel Owners under the terms of this First Amendment, it is appropriate for the City to confirm that such disbursements are Special Services and are for work that shall be free and clear of claims for mechanics' liens. In this context, and based upon the assumption and agreement that the work contemplated for the Development Project and other Special Services within either the Peoria Sports Center SSAs or the Holiday Inn SSAs shall be performed by TFC and/or the Hotel Owners, it is agreed that, with respect to the payment by the City of any such amounts for any such work so performed, TFC and/or the Hotel Owners so performing the work (as the applicable case may be) shall, for such work completed from time to time, submit an affidavit and payment request:

- A.*** Describing the work for which any such payment is requested from the City;
- B.*** Certifying that such work has been completed; and
- C.*** Certifying that such work is free of any existing or potential claims for mechanics' liens, or that the payment request shall only be made so as to result in the waiver or release of such claims.

At the election of the City, the City may, prior to any such payment being made, inspect the site of such work to confirm a workmanlike and proper completion of such work for which the payment request has been made; and/or the City may require that such payments be made by and through a reputable title insurance company in accordance with the usual and customary procedures of such company pertaining to the disbursement of construction loan proceeds of and from commercial lending institution doing business within the City. Upon submission of the above described affidavit and payment request by TFC and/or any Hotel Owner, the City shall pay such requested amount to TFC and/or such Hotel Owner no later than ten (10) days after receipt of such affidavit and payment request, unless (within such period): (i) the city notifies the party requesting payment that such payment is improper and details the basis therefor, after which the City and the requesting party shall mutually consult with each other in connection therewith and proceed with due diligence and good faith to reach a mutual agreement and understanding pursuant to which any improprieties shall be remedied and/or cured and the payment which is requested immediately thereupon made; or (ii) the City elects to have such disbursements made by a title insurance company as hereinabove set forth.

In connection with the payments for Special Services, the parties hereto recognize, acknowledge, confirm and agree that amounts and deposits of and for each respective Special Service Area account shall be separate and not comingled with the other and that such amounts within one special account may not be used to or for benefits, payments, costs, expenses or improvements within and comprising a part of another Special Service Area other than the special service area other than the Special Service Area or Areas for which the account has been established.

8. **Miscellaneous/General.**

A. **Existing Uses.** Notwithstanding the zoning classifications or other permits and approvals to be established or issued for the TFC Property pursuant to this First Amendment and notwithstanding any other provisions herein to the contrary, the present use of the TFC Property shall be permitted to continue.

B. **Enabling Actions/Agreement Paramount.** The City does hereby expressly represent, warrant and agree that it has taken and/or will take such actions as may be required to enable the City to carry out the covenants, agreements, duties and other obligations created and imposed by the terms and conditions hereof and to enable the TFC Property and each portion thereof to be used and developed for the uses and purposes described and permitted herein and to enable each and every Hotel Property to avail itself of the benefits therefor provided hereunder. The provisions of this First Amendment shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this First Amendment. Where an area of development or a specific development requirement is addressed/included herein with respect to the TFC Property or any of the Hotel Properties, the City shall not impose additional or more restrictive requirements in connection therewith as a condition of special use, Site Plan Review Board approval or otherwise.

C. **Time of the Essence.** Time shall be of the essence of each and every covenant and condition contained herein.

D. **Less Restrictive Laws.** Notwithstanding the other provisions contained herein, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon the TFC Property or any of the Hotel Properties or upon TFC, the Hotel Owners or any of their successors with respect to the development/use of the TFC Property or the Hotel Properties than is the case under existing law, then at the option of the then owner of the property affected thereby, such less restrictive adoption, amendment or interpretation shall control.

E. **Reasonability/Good Faith.** Whenever any approval or consent of the City or any of its departments, officials or employees, is called for under this First Amendment, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this First Amendment, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

F. **Succession.** This First Amendment shall inure to the benefit of, and be binding upon the successors of the Chambers, TFC, the Hotel Owners and their respective successors, grantees, lessees, and assigns, and upon any successor corporate authorities of the City; and shall constitute a covenant running with the land. If the TFC Property or any of the Hotel Properties (or any portion thereof) are sold, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this First Amendment which affect the portion of the TFC Property or the Hotel Properties (as the applicable case may be) as so sold or conveyed; the grantee thereof shall be deemed to have, by its



acceptance of the conveyance thereof or such portion thereof, all of the rights and obligations under this First Amendment, and thereafter the grantor of such grantee shall have no further obligations under this First Amendment as it relates to the TFC Property, the Hotel Properties (or any applicable portion or portions thereof) as may have been conveyed.

**G. Term of Agreement.** This First Amendment is intended to amend and operate as a modification of the original Annexation Agreement. However, the parties expressly acknowledge and recognize that the term of the Annexation Agreement cannot be (and is not) changed by the terms and provisions of this First Amendment. Consistent with the foregoing, the term of the Annexation Agreement as amended modified by this First Amendment shall extend for a period of twenty (20) years of and from September 7, 1999.

**H. Severability.** If any provisions of this First Amendment or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this First Amendment and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby. If for any reason the annexation or zoning of the TFC Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this First Amendment. If the First Amendment is not deemed and construed (for any reason) to be an amendment to, and part of, the previous Annexation Agreement (e.g. by reason of a failure to join all necessary parties hereto), then this First Amendment shall be deemed and construed as a separate agreement of development relating to properties within the City and then and thereafter applied accordingly.

**I. Mutual Assistance.** Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

**J. Applicable Law; Venue; Enforcement.** This First Amendment and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this First Amendment shall be commenced in the County of Peoria, State of Illinois. This First Amendment may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceeding, enforce and compel the performance of this First Amendment.

**K. Counterparts.** This First Amendment may be executed in counterparts and, in such case, each counterpart shall serve as an original of this First Amendment.

**L. Default/Attorney's Fees.** In the event that either party or their successors should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiations, trial, appellate or other services.

**M. Notices.** Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this First Amendment shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the City: City of Peoria  
 Attn: City Clerk  
 419 Fulton Street  
 Peoria, IL 61602  
 Fax #: 309 / 685-8174

With copy to: City of Peoria  
 Attn: Legal Department  
 419 Fulton Street  
 Peoria, IL 61602  
 Fax #: 309 / 494-8559

If to TFC: Twenty Four Corp., LLC  
 c/o Petersen Companies  
 830 W. Trailcreek Drive  
 Peoria, IL 61614  
 Fax #: 309 / 689-5843

With copy to: Robert C. Hall  
 Miller, Hall & Triggs, LLC  
 416 Main Street, Suite 1125  
 Peoria, IL 61602-1161  
 Fax #: 309 / 671-9616

If to Chambers: James Chambers  
 4631 N. Weaver Ridge Blvd.  
 Peoria, IL 61615  
 Fax #: 309 / 671-3710

With copy to: Richard V. Laukitis  
 611 N. Fourth, Suite A  
 Chillicothe, IL 61523  
 Fax #: 309 / 274-2485

Timothy J. Cassidy  
 Cassidy & Mueller  
 416 Main, Suite 323  
 Peoria, IL 61502  
 Fax #: 309 / 676-8036

If to Petersen Companies: Petersen Companies  
 830 W. Trailcreek Drive  
 Peoria, IL 61614  
 Fax #: 309 / 689-5843

With copy to: Robert C. Hall  
 Miller, Hall & Triggs, LLC  
 416 Main Street, Suite 1125

Peoria, IL 61602-1161  
 Fax #: 309 / 671-9616

If to Petersen Hospitality: Petersen Hospitality, LLC  
 830 W. Trailcreek Drive  
 Peoria, IL 61614  
 Fax #: 309 / 689-5843

With copy to: Robert C. Hall  
 Miller, Hall & Triggs, LLC  
 416 Main Street, Suite 1125  
 Peoria, IL 61602-1161  
 Fax #: 309 / 671-9616

***N. Use Limitations and Changes; No Third-Party Beneficiary Relationship.*** The provisions and conditions of this First Amendment which pertain to the limitations of use as to the TFC Property or any portion thereof are intended to inure to and shall be construed solely for the benefit of the City. By the execution of this First Amendment, all of the parties expressly declare that they are NOT intending to bestow upon any other person or any third party beneficiary relationship or the ability of any other person to enforce the provisions hereof as the same pertain to the use of any particular portion of the TFC Property, nor are the parties intending to bestow upon any third party that is not a party to this First Amendment any rights, benefits or privileges hereunder except as specifically provided herein.

***O. No Joint and Several Liability.*** To the extent that the TFC Property and the Hotel Properties are owned by different parties, it is expressly acknowledged that any covenants in this First Amendment as may be hereafter applicable to any of the foregoing shall NOT be the joint and several obligations of each of the respective owners thereof, and each owner shall only be burdened with, and obligated to perform, the covenants and obligations with respect to that particular property which such owner owns and/or develops. In this respect, the failure of one owner to perform a covenant or condition with respect to such owner's property shall not constitute a default by any of the owners of any of the other remaining properties affected and covered hereby.

***P. Fee in Lieu of Bike/Walk Trail Installation.*** In those instances where applicable law may otherwise require that TFC or the Hotel Owners install a bike/walk path (e.g. along Orange Prairie Road) as otherwise may be required by applicable ordinance of the City, TFC or the Hotel Owners (at the applicable option of each to whom such requirement would apply shall be permitted to pay the usual and customary "fee in lieu" for such improvements instead of being required to make the specific construction/installation thereof. The City agrees that, at the election of any such affected party, the cost of any required bike/walk path or any "fee in lieu" thereof may be included as a part of the amounts to be financed as Special Services of the Peoria Sports Center Special Service Area or of the Holiday Inn Special Service Area (as the applicable case may be).

***Q. SSA Taxation Restrictive Covenant.*** The parties acknowledge and confirm that the obligations for the imposition and collection of the various taxes to be imposed and/or levied upon the TFC and the Hotel Properties rely upon (and apply) the laws, rules and regulations relating to the creation and operative effectuation of Special Service Areas as provided under Illinois law, as well as upon the City's exercise of its home rule powers. Supplementary thereto (and as a further basis and means for the application and enforcement of the covenants contained herein as are required to be performed by TFC and

the Hotel Owners), TFC and each other party hereto as may own the other respective properties to which the provisions of this First Amendment are intended to apply, hereby covenant as to each such owner's property (but limited only to the extent that a covenant or provision herein contained specifically applies to such owner's property) that each such property and the operations thereupon from time to time shall (independent of the applicability and validity of the laws and rules pertaining to Special Service Areas and of the exercise of the City's home rule powers) bear and perform the obligations hereunder as a contractual covenant and obligation of each such owner and of such respective property, which covenant (as applicable to each property) shall be one which "runs with the land". As such, the parties covenant and agree to proceed consistent with the terms hereof (in particular those relating to the imposition and collection of tax revenues or their equivalents to pay and retire the respective Debt Obligations referenced hereinabove) to the greatest extent otherwise properly permissible should the application of such laws, rules and regulations of Special Service Areas or of the home rule powers of the City otherwise be deemed inapplicable or unenforceable.

***R. Quality of Construction and Conformance to Federal, State and Local Requirements.***

Except where otherwise provided herein with respect to waivers or alternatives for compliance with the applicable laws and regulations of the City, all work with respect to the Project shall conform to the City's zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes and the Illinois Prevailing Wage Act and shall comply with the terms and conditions thereof. TFC shall cause the construction of the Project to be commenced with due diligence and in good faith in accordance with the terms of this Agreement. TFC shall further cause the Project to be constructed in a good and workmanlike manner in accordance with the construction plans.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first set forth above.

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City:

CITY OF PEORIA, an Illinois municipal corporation

By: Pat Ulich  
Its City Manager

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF PEORIA        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Patrick Ulich personally known to me to be the City Manager of CITY OF PEORIA, a municipal corporation, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act as such \_\_\_\_\_, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of April, A.D. 2018.

Beau A. Ball  
Notary Public

Chambers:

*James S. Chambers*

James S. Chambers

*Thomas J. Chambers*

Thomas J. Chambers

*Terry L. Chambers*

Terry L. Chambers

STATE OF ILLINOIS )  
COUNTY Woodford ) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that James S. Chambers, Thomas J. Chambers and Terry L. Chambers, personally known to me, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of April, 2019.

OFFICIAL SEAL  
BARBARA THOMPSON  
Notary Public - State of Illinois  
My Commission Expires Jun 15, 2015

*Barbara Thompson*  
Notary Public

Twenty Four Corp, LLC:

Twenty Four Corp, LLC, an Illinois  
limited liability company

By: [Signature]  
Its: Mark B. Petersen, Manager

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY Peoria        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark B. Petersen, personally known to me to be the Manager of Twenty Four Corp, LLC, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act as an authorized representative of Twenty Four Corp, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of April, 2013<sup>14</sup>.

[Signature]  
Notary Public



Petersen Companies:

Petersen Companies, LLC, an Illinois limited liability company

By: [Signature]  
Its: Mark B. Petersen, Manager

STATE OF ILLINOIS )  
COUNTY Peoria ) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark B. Petersen, personally known to me to be the Manager of **Petersen Companies, LLC**, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act as an authorized representative of **Petersen Companies, LLC**, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of April, 2014.

Barbara Ann Hart  
Notary Public





Petersen Hospitality:

Petersen Hospitality, LLC, a Delaware limited liability company

By: [Signature]  
Its: Mark B. Petersen, Manager

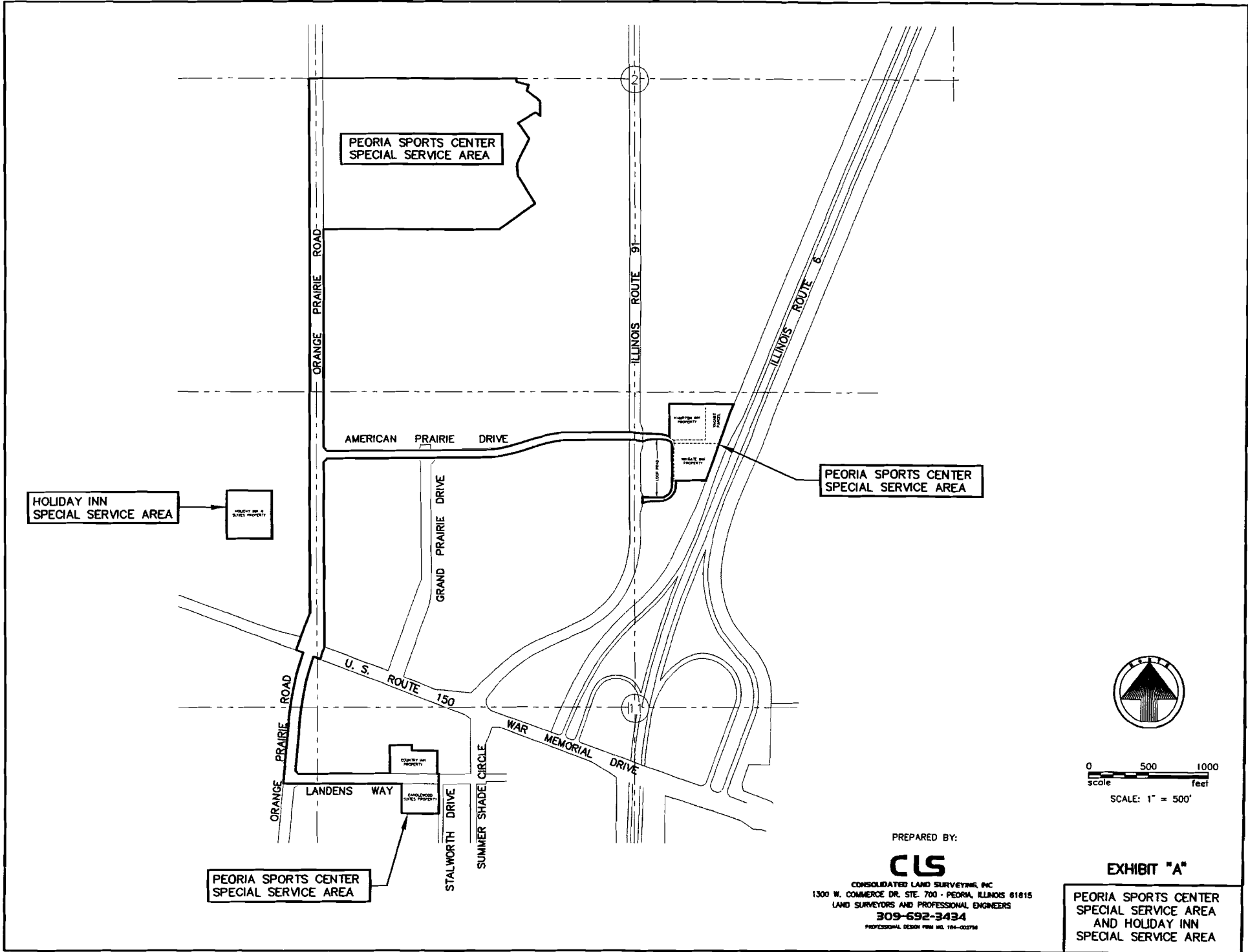
STATE OF ILLINOIS )  
COUNTY Peoria ) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark B. Petersen, personally known to me to be the Manager of Petersen Hospitality, LLC, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act as an authorized representative of Petersen Hospitality, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of April, 2013.

[Signature]  
Notary Public





HOLIDAY INN SPECIAL SERVICE AREA

PEORIA SPORTS CENTER SPECIAL SERVICE AREA

PEORIA SPORTS CENTER SPECIAL SERVICE AREA

PEORIA SPORTS CENTER SPECIAL SERVICE AREA



0 500 1000  
scale feet

SCALE: 1" = 500'

PREPARED BY:

**CLS**

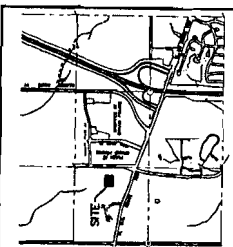
CONSOLIDATED LAND SURVEYING, INC.  
1300 W. COMMERCE DR. STE. 700 - PEORIA, ILLINOIS 61615  
LAND SURVEYORS AND PROFESSIONAL ENGINEERS  
309-692-3434  
PROFESSIONAL DESIGN FIRM NO. 194-00278

EXHIBIT "A"

PEORIA SPORTS CENTER SPECIAL SERVICE AREA AND HOLIDAY INN SPECIAL SERVICE AREA

RESOLUTION NO. 14-058-A





SITE CONSTRUCTION NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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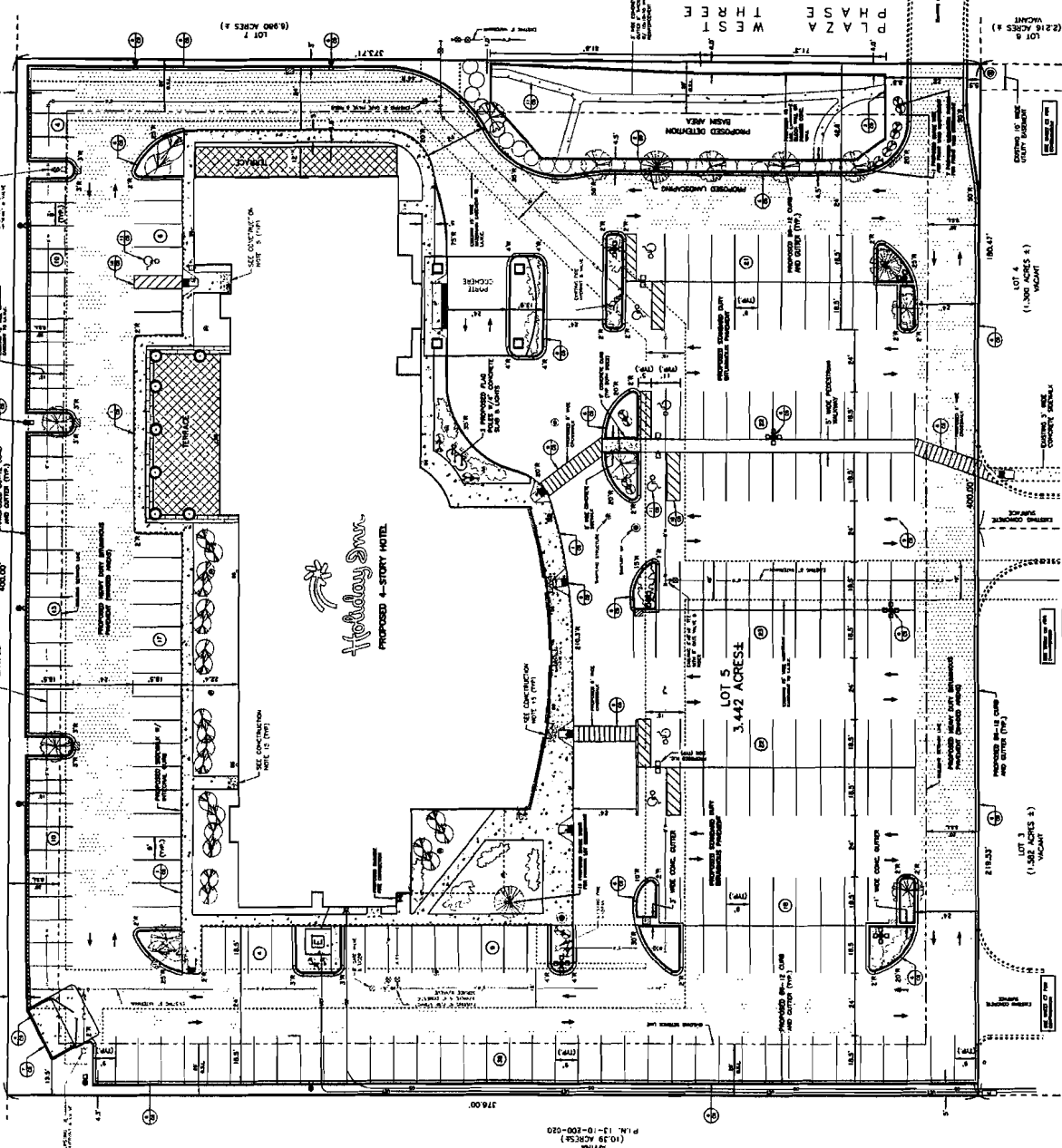
LEGAL DESCRIPTION  
3.442 ACRES

LOT 5 IN PLAT FOR THE AMERICAN TV SUBDIVISION  
FILED IN PLAT 13-10-200-022  
PEORIA, ILLINOIS

AMERICAN TV SUBDIVISION

LOT 5  
(3.442 ACRES)

PLAT 13-10-200-022



**Holiday Inn**  
PROPOSED 4-STORY HOTEL

PROPOSED STANDARD DUTY PAVEMENT SCHEDULE  
TYPE B BASE COURSE  
TYPE C SURFACE COURSE  
TYPE D SUB-BASE COURSE  
TYPE E SUB-COURSE

PROPOSED 4-STORY HOTEL  
PROPOSED PARKING SPACES  
PROPOSED DRIVEWAYS

EXHIBIT B-2

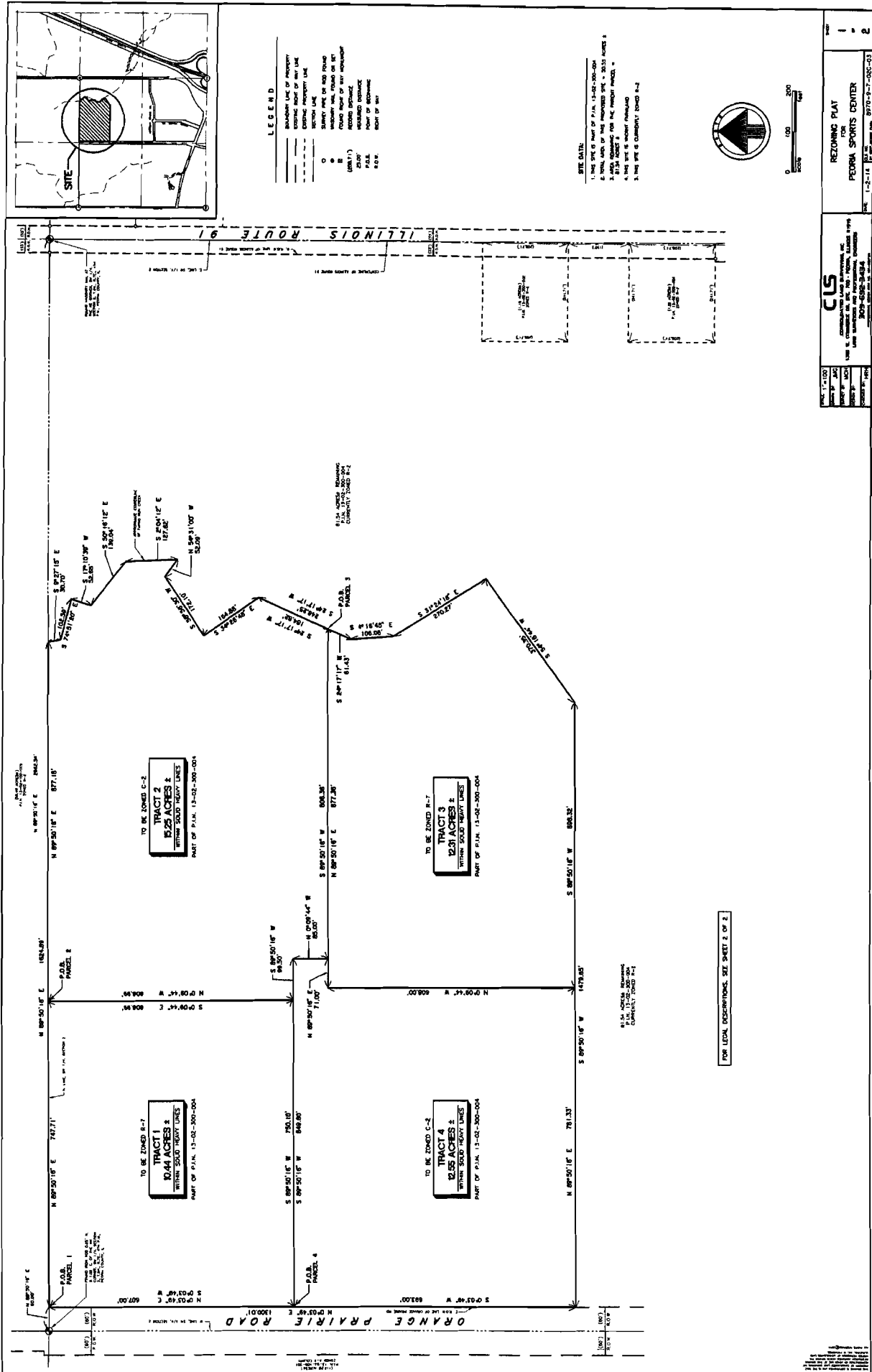


HOLIDAY INN PLAZA WEST

DATE: 2-18-11  
DRAWN BY: J.W.D.

CUS  
CONSULTANTS IN ARCHITECTURE, INC.  
100 N. CALHOUN ST., 2ND FLOOR, PEORIA, ILLINOIS 61602  
PH: 309-699-2484  
FAX: 309-699-2485

THIS PLAN IS A PRELIMINARY DESIGN. IT IS SUBJECT TO THE APPROVAL OF THE CITY OF PEORIA, ILLINOIS. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE CITY ORDINANCES AND LOCAL ORDINANCES. THIS REVIEW DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.



LEGAL DESCRIPTION  
OVERALL TRACT  
50.55 ACRES:

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°-50'-18" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1824.89 FEET TO THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK; (THE FOLLOWING 10 COURSES FOLLOW ALONG THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK): THENCE SOUTH 09°-27'-15" WEST, A DISTANCE OF 30.70 FEET; THENCE NORTH 74°-51'-20" EAST, A DISTANCE OF 184.88 FEET; THENCE SOUTH 17°-10'-39" WEST, A DISTANCE OF 52.09 FEET; THENCE SOUTH 50°-14'-12" WEST, A DISTANCE OF 172.10 FEET; THENCE SOUTH 02°-04'-12" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 54°-31'-00" WEST, A DISTANCE OF 32.09 FEET; THENCE SOUTH 54°-56'-37" WEST, A DISTANCE OF 164.88 FEET; THENCE SOUTH 34°-28'-48" EAST, A DISTANCE OF 184.88 FEET; THENCE SOUTH 19°-24'-18" EAST, A DISTANCE OF 202.67 FEET; THENCE SOUTH 54°-18'-44" WEST, A DISTANCE OF 370.35 FEET; THENCE SOUTH 89°-50'-18" WEST, A DISTANCE OF 1478.85 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, THENCE NORTH 09°-03'-49" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 50.55 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

LEGAL DESCRIPTION - TRACT 1  
10.44 ACRES:  
TO BE ZONED R-7

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°-50'-18" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1247.71 FEET; THENCE SOUTH 09°-09'-44" EAST, A DISTANCE OF 606.99 FEET; THENCE SOUTH 89°-50'-18" WEST, A DISTANCE OF 750.10 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD; THENCE NORTH 09°-03'-49" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 607.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.44 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

LEGAL DESCRIPTION - TRACT 2  
15.25 ACRES:  
TO BE ZONED C-2

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°-50'-18" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 747.71 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 877.18 FEET TO THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK; (THE FOLLOWING 9 COURSES FOLLOW ALONG THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK): THENCE SOUTH 09°-27'-15" EAST, A DISTANCE OF 30.70 FEET; THENCE SOUTH 74°-51'-20" EAST, A DISTANCE OF 184.88 FEET; THENCE SOUTH 17°-10'-39" WEST, A DISTANCE OF 52.09 FEET; THENCE NORTH 02°-04'-12" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 54°-31'-00" WEST, A DISTANCE OF 32.09 FEET; THENCE SOUTH 54°-56'-37" WEST, A DISTANCE OF 164.88 FEET; THENCE SOUTH 34°-28'-48" EAST, A DISTANCE OF 184.88 FEET; THENCE NORTH 19°-24'-18" WEST, A DISTANCE OF 202.67 FEET; THENCE SOUTH 54°-18'-44" WEST, A DISTANCE OF 370.35 FEET; THENCE SOUTH 89°-50'-18" WEST, A DISTANCE OF 1478.85 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.25 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

LEGAL DESCRIPTION - TRACT 3  
12.31 ACRES:  
TO BE ZONED R-7

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°-50'-18" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1624.89 FEET TO THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK; (THE FOLLOWING 10 COURSES FOLLOW ALONG THE APPROXIMATE CENTERLINE OF FARGO RUN CREEK): THENCE SOUTH 09°-27'-15" WEST, A DISTANCE OF 30.70 FEET; THENCE NORTH 74°-51'-20" EAST, A DISTANCE OF 184.88 FEET; THENCE SOUTH 17°-10'-39" WEST, A DISTANCE OF 52.09 FEET; THENCE SOUTH 50°-14'-12" WEST, A DISTANCE OF 172.10 FEET; THENCE SOUTH 02°-04'-12" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 54°-31'-00" WEST, A DISTANCE OF 32.09 FEET; THENCE SOUTH 54°-56'-37" WEST, A DISTANCE OF 164.88 FEET; THENCE SOUTH 34°-28'-48" EAST, A DISTANCE OF 184.88 FEET; THENCE SOUTH 19°-24'-18" EAST, A DISTANCE OF 202.67 FEET; THENCE SOUTH 54°-18'-44" WEST, A DISTANCE OF 370.35 FEET; THENCE SOUTH 89°-50'-18" WEST, A DISTANCE OF 1478.85 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, THENCE NORTH 09°-03'-49" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.31 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

LEGAL DESCRIPTION - TRACT 4  
12.55 ACRES:  
TO BE ZONED C-2

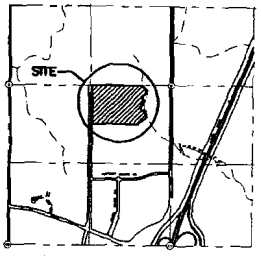
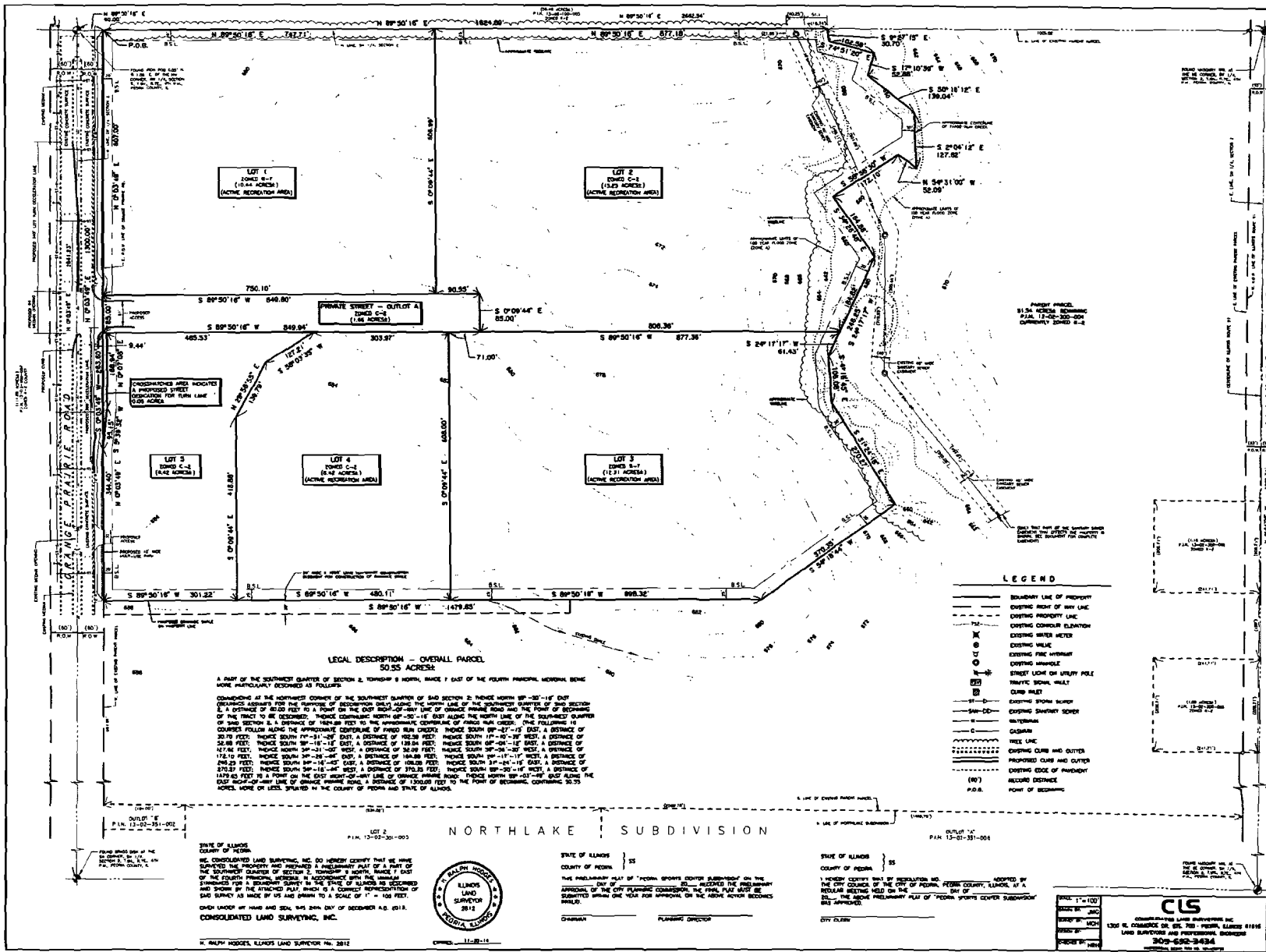
A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°-50'-18" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD; THENCE CONTINUING NORTH 89°-50'-18" EAST ALONG THE NORTH LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 807.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 09°-03'-49" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, A DISTANCE OF 693.00 FEET; THENCE NORTH 89°-50'-18" EAST, A DISTANCE OF 781.33 FEET; THENCE NORTH 09°-09'-44" WEST, A DISTANCE OF 608.00 FEET; THENCE NORTH 89°-50'-18" EAST, A DISTANCE OF 710.00 FEET; THENCE NORTH 09°-09'-44" WEST, A DISTANCE OF 83.00 FEET; THENCE SOUTH 89°-50'-18" WEST, A DISTANCE OF 846.60 FEET TO THE POINT OF BEGINNING, CONTAINING 12.55 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

FOR REZONING PLAT, SEE SHEET 1 OF 2

SCALE: 1"=100'	<b>CIS</b> CONSOLIDATED LAND SURVEYS, INC. 1305 E. CONGRESS ST., SUITE 1000, PEORIA, ILLINOIS 61604 LAND SURVEYORS AND PROFESSIONAL DRAWERS 309-692-2428 WWW.CIS-LANDSURVEYS.COM	REZONING PLAT FOR PEORIA SPORTS CENTER	SHEET
DATE: 9/20/24			2
DRAWN BY: MCH			2
CHECKED BY: MCH			2

EXHIBIT C



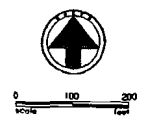
PRELIMINARY PLAT OF  
**PEORIA SPOTS  
 CENTER SUBDIVISION**

A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 2,  
 TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN,  
 BOONE COUNTY, ILLINOIS

- SUBDIVISION NOTES:**
1. THIS SUBDIVISION IS A PART OF P.L.M. 13-02-500-004
  2. TOTAL AREA OF THIS SUBDIVISION IS 50.55 ACRES ±
  3. AREA REMAINING FOR THE PLANT PROJECT IS 21.34 ACRES ±
  4. ALL UTILITIES ARE AVAILABLE TO THIS SUBDIVISION
  5. PUBLIC UTILITY EASEMENTS SHALL BE CREATED AND FILED BY RECORDS MAINTAINED FROM THIS PLAT AT THE BOONE COUNTY RECORDER'S OFFICE
  6. COMPASSES ARE DERIVED FROM AN AERIAL PHOTOGRAPH MAP AND SHOULD BE CONSIDERED APPROXIMATE
  7. PROPERTY OWNERS OF THE SUBDIVISION ARE NOT ELIGIBLE TO PARTICIPATE IN THE CITY OF PEORIA DRAINAGE ASSISTANCE PROGRAM
  8. PRESENTLY OWNED: TRENTHAM COOP. LLC AND 81 BULLOCK DRIVE PEORIA, IL 61614
  9. PROPOSED TRANSPORTATION SURFACE WIDENESS ALONG THE NORTH AND SOUTH PROPERTY LINES OF THE 50.55 ACRE TRACT.
  10. PROPOSED WIDENESS FOR FRONT YARD LANDSCAPING FOR LOTS 2 & 3. THE DEVELOPER SHALL BE ALLOWED TO LANDSCAPE ONLY THE PORTION OF THE FRONT YARD THAT IS BOUND BY LOT LINES.
  11. PROPOSED WIDENESS FOR THE INTERIOR SERVICES AND LANDSCAPING WITH ACCESS TO ADJACENT PROPERTY LINES WITHIN THE PROPOSED SUBDIVISION. THERE WILL BE NO SERVICE ACCESS ROADS OR LANDSCAPING REQUIREMENTS ALONG THE INTERIOR PROPERTY LINES
  12. PROPOSED ZONE HEIGHT WIDENESS THE PROPOSED ZONE HEIGHT TO BE 35 FEET.

**LEGEND**

- BOUNDARY LINE OF PROPERTY
- DRAINAGE RIGHT OF WAY LINE
- DRAINAGE PROPERTY LINE
- DRAINAGE CONDUIT ELEVATION
- DRAINAGE WATER METER
- DRAINAGE VALVE
- DRAINAGE FIRE HYDRANT
- DRAINAGE MANHOLE
- STREET LIGHT OR UTILITY POLE
- STREET LIGHT WIDENESS
- DRAINAGE SPOKE VALVE
- CLASH WALL
- DRAINAGE SANITARY SOUP
- CONCRETE
- CEMENT
- PRICE LINE
- DRAINAGE CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- DRAINAGE EDGE OF PAVEMENT
- RECORD BOUNDARY
- POINT OF BEGINNING



PRELIMINARY PLAT OF  
**PEORIA SPOTS CENTER SUBDIVISION**  
 FILED 12-26-13 BY  
 COUNTY CLERK

**CLS**  
 CONSULTING LAND SURVEYORS INC.  
 1301 N. COMMERCE DR. SUITE 200 PEORIA, ILLINOIS 61604  
 LAND SURVEYORS AND PROFESSIONAL ENGINEERS  
**309-692-3434**  
 OFFICE: 1301 N. COMMERCE DR. PEORIA, ILL.

STATE OF ILLINOIS  
 COUNTY OF BOONE

WE, CONSOLIDATED LAND SURVEYING, INC. DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY AND PREPARED A PRELIMINARY PLAT OF A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE COUNTY OF BOONE IN THE STATE OF ILLINOIS AS DESCRIBED AND SHOWN BY THE ENCLOSED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AS MADE BY US AND SHOWN TO A SCALE OF 1" = 100 FEET.

DATE LABOR OF SAID JOB WAS 24% COMPLETED NOVEMBER 16, 2013.  
 CONSOLIDATED LAND SURVEYING, INC.



COUNTY OF BOONE } 25  
 COUNTY OF PEORIA } 25

THIS PRELIMINARY PLAT OF PEORIA SPOTS CENTER SUBDIVISION ON THE [ ] PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE COUNTY OF BOONE IN THE STATE OF ILLINOIS IS HEREBY SUBMITTED UPON ONE YEAR FOR APPROVAL ON THE ABOVE ACTION BECOMES FINAL.

COMMISSIONER PLANNING DIRECTOR

STATE OF ILLINOIS } 25  
 COUNTY OF PEORIA } 25

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT OF PEORIA SPOTS CENTER SUBDIVISION ON THE [ ] PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE COUNTY OF BOONE IN THE STATE OF ILLINOIS IS HEREBY SUBMITTED UPON ONE YEAR FOR APPROVAL ON THE ABOVE ACTION BECOMES FINAL.

CITY CLERK

RESOLUTION NO. 14-058-A

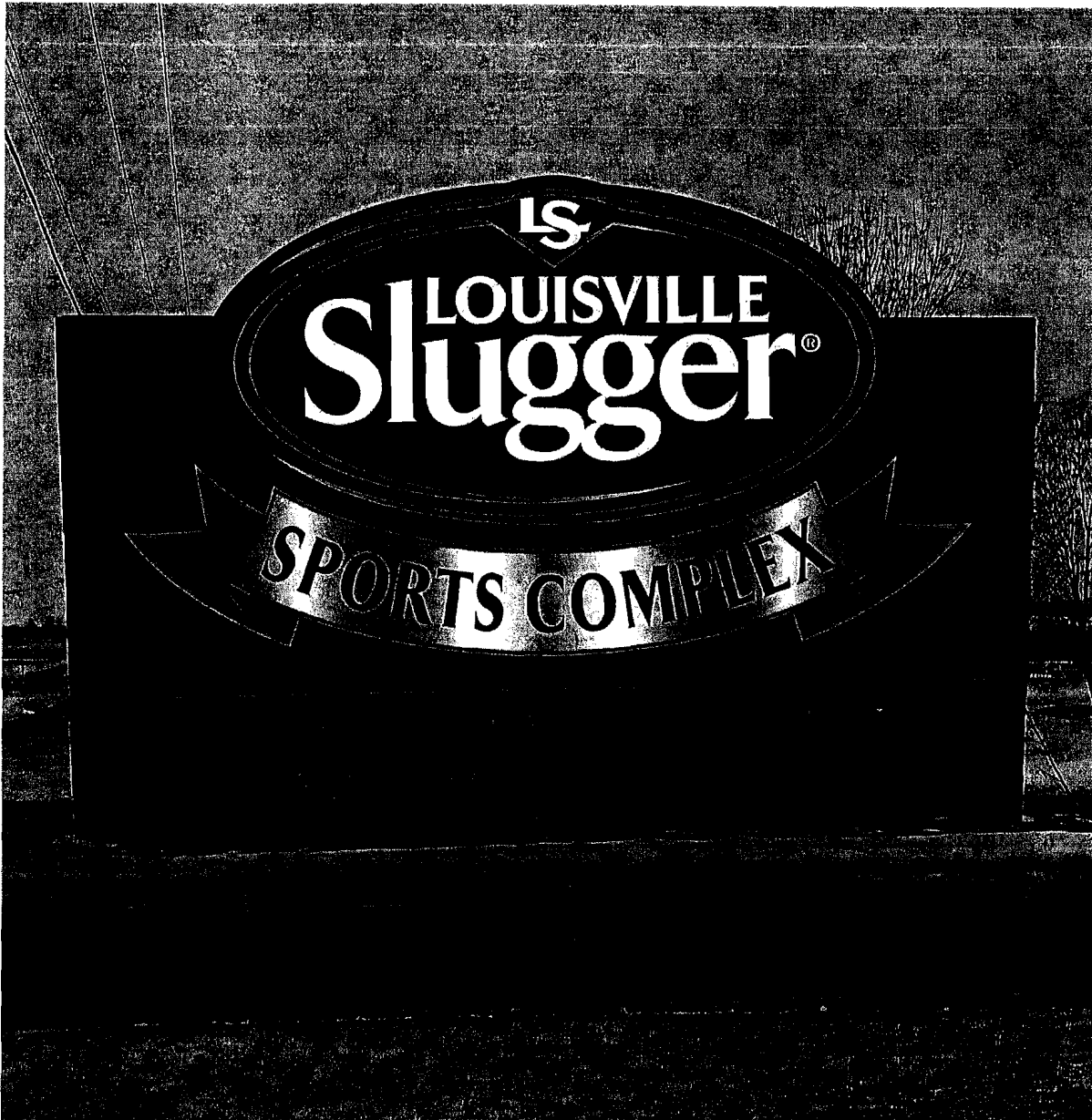
## EXHIBIT E

## Signage Plan

1. Pylon sign (attached hereto as Exhibit E-1) at the entrance of the athletic campus and sports complex, shown at the southwest corner of Lot 1 on Exhibit B-1. The entrance sign shall be set back no less than twenty (20) feet from Orange Prairie Road, and shall be constructed of brick, with a polycarbonate sign facia, as depicted on Exhibit E-1, provided, however, that the developer reserves the future option to substitute a digital reader board no greater than 100 square feet in the sign facia.;
2. Pylon signs for each Lot (one of which is depicted upon Exhibit B-1 at the southwest corner of Lot 5) not to exceed fifteen (15) feet in height and not to exceed seventy (70) square feet of sign facie for each visible side/panel. The developer reserves the future option to include digital reader boards in the sign facia;
3. A permitted application of signage for sports related artwork or depictions on the rooftop surface of the dome to be constructed upon Lot 2, provided such signage does not exceed twenty percent (20%) of the surface area of the dome rooftop covering;
4. Banners permitted upon all light standards within the parking lot areas.



EXHIBIT E-1

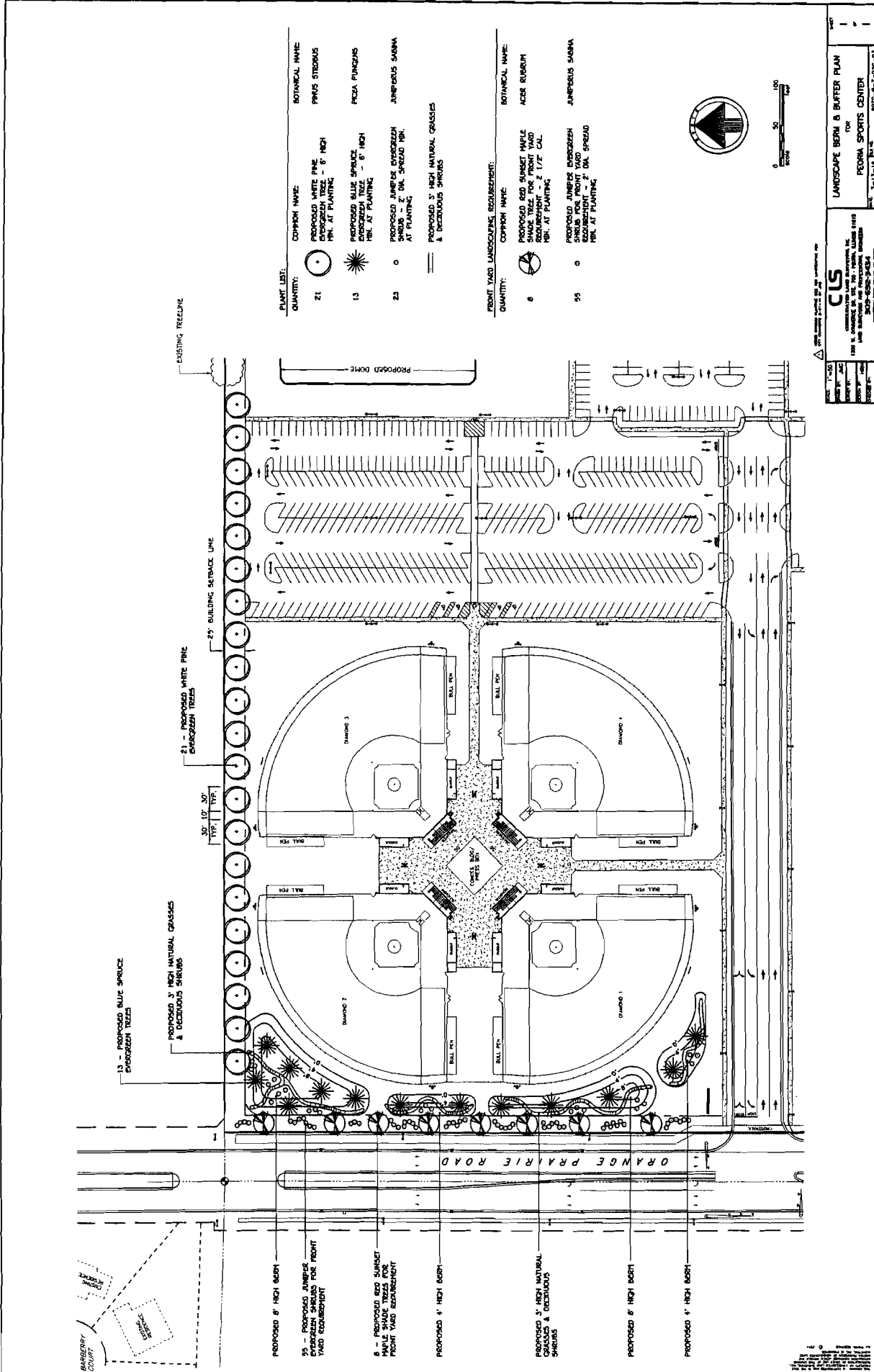


Sign Dimensions:

Base of sign (width) – 30', Brick – 4'9" high by 30' wide, Base of sign to top of flat portion of sign – 16', Base of sign to top of curve in center of sign – 21', Curve in center of sign – 4'9" high (to the center as measured from top of flat portion of sign) by 21'7" wide

Sign Facia – 440 sq ft. The sign facia will have internal lights

The developer reserves the future option to substitute a digital reader board no greater than 100 sq ft in the sign facia.



**PLANT LIST:**

QUANTITY:	COMMON NAME:	BOTANICAL NAME:
21	PROPOSED WHITE PINE CONCEPT TREE - 6' HIGH TYP. AT PLANTING	PINUS STROBUS
13	PROPOSED BLUE SPRUCE CONCEPT TREE - 6' HIGH TYP. AT PLANTING	PICIA PUNGENS
23	PROPOSED JUNIPER EVERGREEN SHRUB - 2' DIA. SPREAD DIA. TYP. AT PLANTING	JUNIPERUS SABINA
	PROPOSED 3' HIGH NATURAL GRASSES & DECIDUOUS SHRUBS	

**FRONT YARD LANDSCAPING REQUIREMENTS:**

QUANTITY:	COMMON NAME:	BOTANICAL NAME:
6	PROPOSED RED SUNSET MAPLE CONCEPT TREE FOR FRONT YARD REQUIREMENT - 1/2 CAL. TYP. AT PLANTING	ACER RUBRUM
55	PROPOSED JUNIPER EVERGREEN SHRUB FOR FRONT YARD REQUIREMENT - 2' DIA. SPREAD TYP. AT PLANTING	JUNIPERUS SABINA



**CIS**  
 COMMUNITY INTEGRATED SERVICES  
 100 N. UNIVERSITY ST., PEORIA, ILLINOIS 61614  
 TEL: 309-676-3434 FAX: 309-676-3434  
 WWW.CIS-ILLINOIS.COM

**LANDSCAPE BERM & BUFFER PLAN**  
 FOR  
 PEORIA SPORTS CENTER  
 DATE: 3-11-14  
 SHEET: 1 OF 1

EXHIBIT F