

This Document Prepared By;
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Mail To:
City of Peoria
Community Development Department
419 Fulton Street, Room 300
Peoria, Illinois 61602-1217

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this _____ day of _____, 2016, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and FERENC DAVIDOVICS and RUTH DAVIDOVICS (hereinafter referred to as the "Owner").

RECITAL

WHEREAS, FERENC DAVIDOVICS and RUTH DAVIDOVICS are the owners in fee simple of the following described real estate attached hereto as Exhibit "A" (hereinafter referred to as the "Annexing Property")

WHEREAS, the Annexing Property is located within the County of Peoria, Illinois ("County") and are contiguous with the corporate boundaries of the City; and

WHEREAS, there are no electors residing within the Annexing Property; and

WHEREAS, this Annexation agreement was submitted to the corporate authorities for public hearing as required by law; and

WHEREAS, due notice as required by law has been sent to and received by all entities entitled to such notice as required by law; and

WHEREAS, all conditions precedent to entering into this Annexation Agreement have been undertaken and satisfied as required by law; and

WHEREAS, the corporation authorities of the City after due deliberation have, by resolution or ordinance, duly adopted and approved this Annexation Agreement as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements provided for herein, it is hereby agreed as follows:

1. **Annexation**. The City shall adopt such resolutions or ordinances as are required to annex the Property as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation.

2. **Zoning**. Upon the annexation of the Property to the City, Lot 1 and Lot 2 (duplex) shall be classified as R-2 Residential as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.

3. **Sanitary Sewer**. Public sanitary sewer is presently available to the Annexing Property. The current residential dwelling on Lot 1 may continue to utilize the current well/septic system until/unless the building is expanded or demolished and replaced and then any new primary dwelling or building must include at least 50% masonry material. Residential development of Lot 2 will require connection to public water and public sewer and compliance with all other applicable codes and regulations.

4. **Duplex Lot**. Construction of a duplex structure on the annexing property must include at least 50% masonry material.

5. **Final Plat of Carlson Subdivision**. The Plat attached as Exhibit B provides for the division of 1818 W. Wilhelm Rd. into two lots called Carlson Subdivision.

6. **General Provisions**.

A. The provisions of this Annexation Agreement shall control over the provisions of any Ordinances, Codes or Regulations which are in conflict herewith.

B. This Annexation Agreement shall be binding upon the successor owners of record of the Property, electors residing within the Property, and upon successor municipal and governmental authorities.

C. This Annexation Agreement 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 Annexation Agreement shall be commenced in Peoria County, Illinois.

D. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.

E. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.

F. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.

G. This agreement may be amended by mutual consent of the parties.

H. This annexation agreement shall be in effect for a period of twenty (20) years from the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

City:

CITY OF PEORIA, an Illinois municipal corporation

By: _____

Its _____

STATE OF ILLINOIS)
)
COUNTY OF PEORIA) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of the CITY OF PEORIA, a municipal corporation, appeared before me this day in person and severally acknowledged that signed, sealed and delivered the said instrument as _____ 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 oath stated that _____ 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 day of _____, 2016.

Notary Public

FERENC DAVIDOVICS

RUTH DAVIDOVICS

STATE OF ILLINOIS)
)
PEORIA COUNTY) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that FERENC DAVIDOVICS and RUTH DAVIDOVICS 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.

GIVEN under my hand and notarial seal this day of _____, 2016.

NOTARY PUBLIC