

This Document Prepared By:
MICHAEL J. HONEGGER P.C.
P.O. BOX 49
HANNA CITY, IL 61536

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 _____, 2015, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and DARLENE K. HOERR, (hereinafter referred to as the "Owner").

RECITAL

WHEREAS, DARLENE K. HOERR is the owner 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, Tract 1 shall be classified as A1, Agricultural as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof. The City agrees that no amendment to the City ordinances or regulations as may hereafter be enacted shall be applied to be more restrictive to the Annexing Property or to the ability of the Owner to develop the Annexing Property in accordance with the City's ordinances and regulations currently in force and effect.

3. **Sanitary Sewer.** Public sanitary sewer is presently not available to the Annexing Property. Whenever a public sanitary sewage disposal line is extended to any boundary of the Annexing Property, and non-agricultural development occurs, the Owner and any successors agree to connect and use such public sanitary sewer line. Should non-agricultural development of the Annexing Property occur before a public sanitary sewer line has been extended to the boundary to the Annexing Property, then such non-agricultural development must connect to a public sanitary sewer line.

4. **Preservation of Future Development Rights.** The present uses of the Annexing Property and all portions thereof shall be permitted to continue; and the Annexing Property and any portions thereof may also be used for those uses which are presently permitted under the current zoning classification thereof under the present ordinances and regulations of the County of Peoria. This Agreement and any exhibits attached hereto may be amended by the mutual consent of the parties hereto by the adoption of an ordinance by the City amending the terms of this Agreement as provided by law and the agreement to the same by all of the parties hereto or their successors in interest. Nothing in this annexation agreement precludes the future development rights of the owner to develop the Annexing Property so long as such development is in accordance with the City of Peoria's rules and regulations and procedures in force and effect.

5. **Tract Survey for 9619 N Route 91.** The City shall approve a Tract Survey attached as Exhibit A which provides for the division of 9619 N Route 91 into two lots.

6. **Special Farm Use Valuation.** The City acknowledges that the Annexing Property for many years has been (and currently continues to be) used for farming or other

agricultural purposes. By reason thereof, the Annexing Property has been and is entitled to a special benefit/formula for determining the assessed value of the Annexing Property. The City agrees that, as long as the Annexing Property continues to (in whole or in part) be similarly used for agricultural purposes, this Agreement (and any of the transactions or declarations deriving therefrom or as a part hereof) shall not affect the qualification of the Annexing Property (or such part that continues to be farmed) for such special assessed valuation; and the City shall take no action inconsistent with the foregoing.

7. 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. Non-agricultural development of the site will require connection to public water and public sewer, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.
- D. 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.
- E. 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.

- F. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- G. 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.
- H. This agreement may be amended by mutual consent of the parties.
- I. 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)
) SS.
COUNTY OF PEORIA)

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 _____, 2015.

Notary Public

Darlene K. Hoerr:

DARLENE K. HOERR

STATE OF ILLINOIS)
) SS.
PEORIA COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Darlene K. Hoerr, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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.

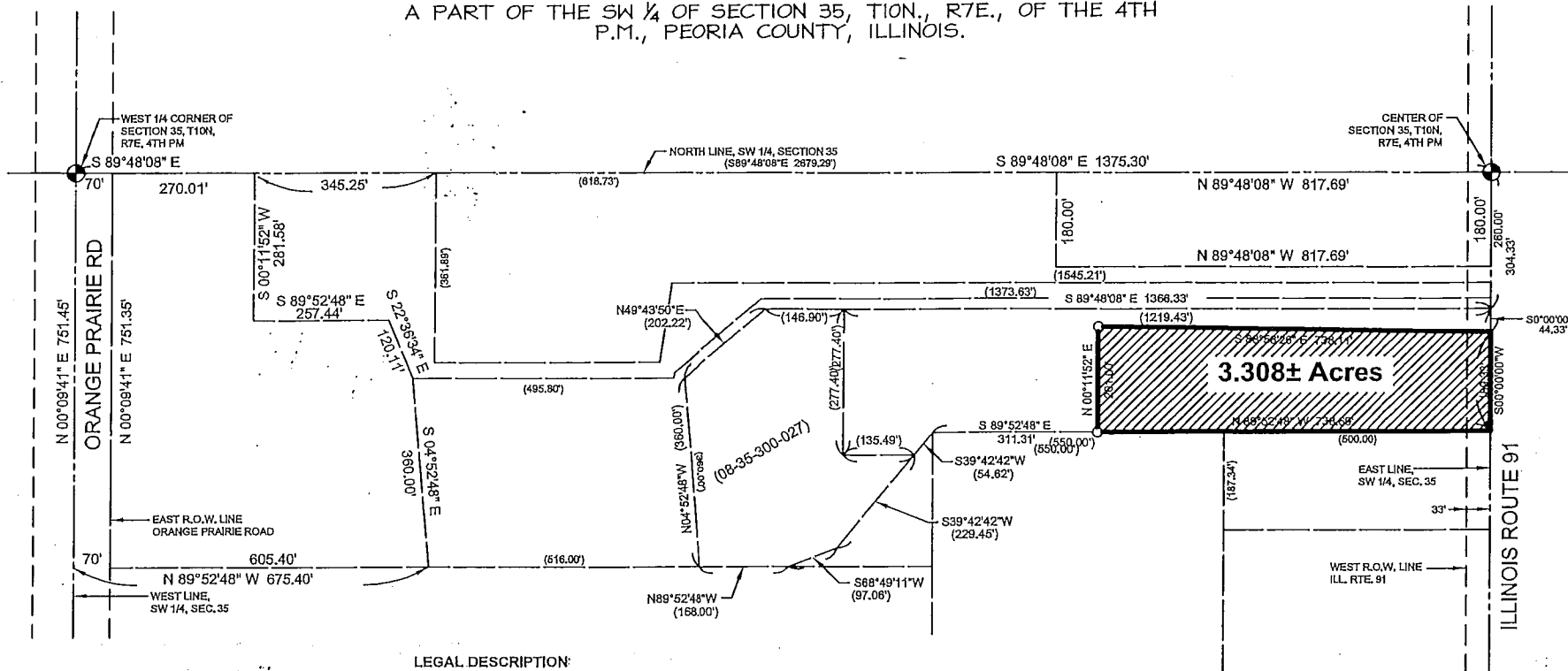
GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

EXHIBIT A

ANNEXATION PLAT

A PART OF THE SW ¼ OF SECTION 35, T10N., R7E., OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS.




LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND BEARING ARE ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY:

COMMENCING AT THE CENTER OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION THIRTY-FIVE (35), A DISTANCE OF 304.33 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 189.33 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 738.69 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 201.00 FEET TO AN IRON ROD; THENCE SOUTH 88 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 738.11 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 3.308 ACRES, MORE OR LESS; SUBJECT TO THE RIGHT-OF-WAY OF ILLINOIS ROUTE 91 ALONG THE EASTERLY SIDE; SUBJECT ALSO TO ANY OTHER EASEMENTS, COVENANTS AND/OR AGREEMENTS OF RECORD.

PIN: 08-35-300-028 (A PART)



**CLUSKEY
LAND SURVEYING**

102 E. MAIN ST., PO BOX 588
ELMWOOD, IL 61529 PHONE (309) 742-7058

PART OF THE SW ¼ OF SECTION 35, T10N, R7E, 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS

SCALE: 1" = 300'	APPROVED BY: RLC	DRAWN BY: SLB
DATE: 1/7/15	BOOK: PG:	SHEET: 1 OF 1

FOR: MIKE HONEGGER

PETITION FOR
ANNEXATION
PEORIA COUNTY

PREPARED BY &
RETURN TO:
MICHAEL J. HONEGGER
P.O. BOX 49
HANNA CITY, IL 61536

PETITION FOR ANNEXATION

THIS PETITION dated this ____ day of _____, 2015, is made by DARLENE K. HOERR, (hereinafter referred to as the "Owner"), to the City of Peoria, an Illinois municipal corporation (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Owner is the sole owner of certain property located in Peoria County, Illinois, which is legally described on attached Exhibit "A" and shall be hereinafter referred to as the "Property"; and

WHEREAS, the Property is an uninhabited parcel of land contiguous to the City; and

WHEREAS, the Property is not presently situated within the limits of any municipality; and

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

WHEREAS, the Owner desires to annex the Property into the City.

PETITION

NOW, THEREFORE, the Owner hereby petitions the City as follows:

1. Subject to the approval by the City of the Annexation Agreement attached hereto as Attachment A, the Owner hereby petitions the City to annex the Property into the City.
2. The Owner requests that the City undertake such actions as may be required to permit acceptance of this Petition and the attached Annexation Agreement, including, without limitation, conducting public hearings, providing notification to required individuals and governmental entities, etc.

DATED this _____ day of _____, 2015.

BY: _____
DARLENE K. HOERR

Attest:

BY: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

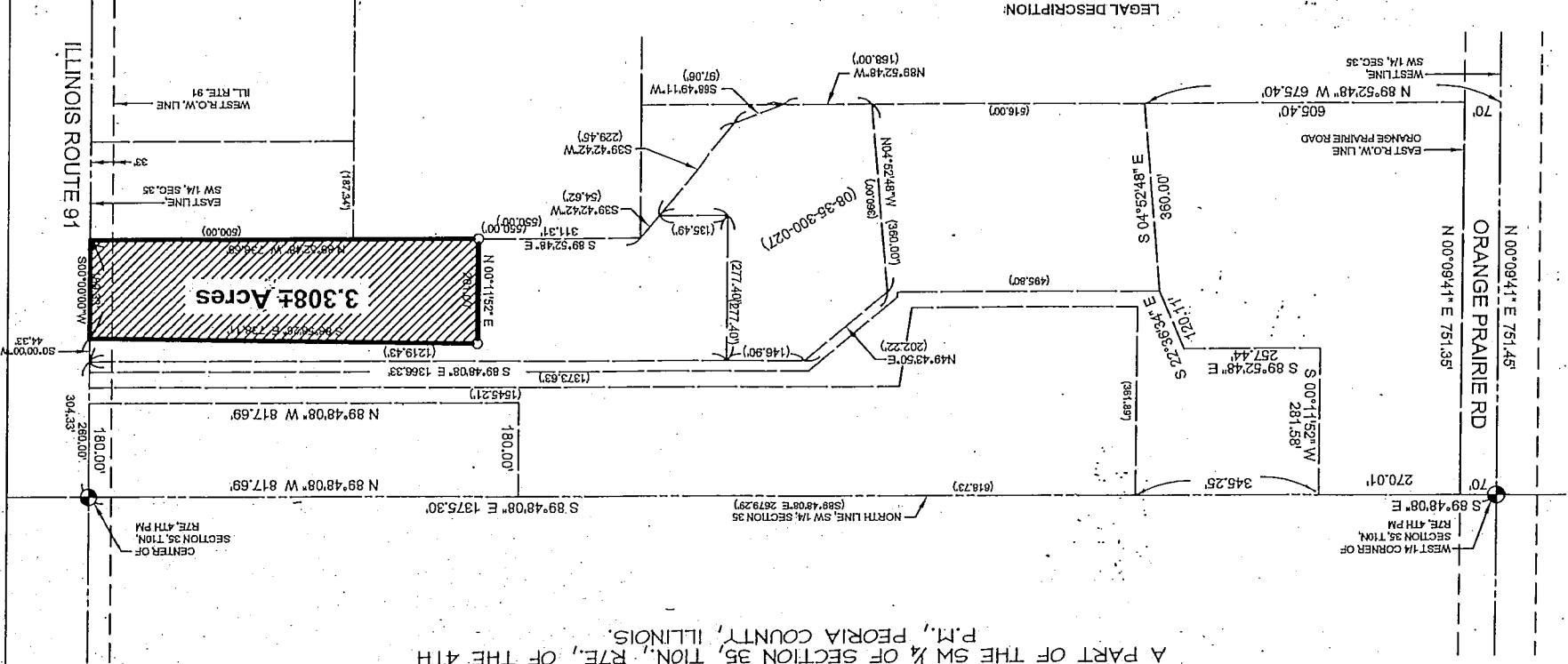
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DARLENE K. HOERR, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2015.

NOTARY PUBLIC

EXHIBIT A

ANNEXATION PLAT
 A PART OF THE SW 1/4 OF SECTION 35, T10N, R7E, OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS.



A PART OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND BEARINGS ARE ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY:

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PIN: 08-35-300-028 (A PART)

CLUSKEY LAND SURVEYING

102 E. MAIN ST. PO BOX 666
 ELMWOOD, IL 61529 PHONE (309) 742-7038

PART OF THE SW 1/4 OF SECTION 35, T10N, R7E, 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS

DATE: 1/7/15	BOOK: # 3001	APPROVED BY: RLC	DRAWN BY: SJB	SHEET: 1 OF 1
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FOR: MIKE HONEGGER



ATTACHMENT A

This Document Prepared By:
MICHAEL J. HONEGGER P.C.
P.O. BOX 49
HANNA CITY, IL 61536

Mail To:
City of Peoria
Community Development Department
419 Fulton Street, Room 300
Peoria, Illinois 61602-1217

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RECITAL

WHEREAS, DARLENE K. HOERR is the owner 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, Tract 1 shall be classified as A1, Agricultural as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof. The City agrees that no amendment to the City ordinances or regulations as may hereafter be enacted shall be applied to be more restrictive to the Annexing Property or to the ability of the Owner to develop the Annexing Property in accordance with the City's ordinances and regulations currently in force and effect.

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5. **Tract Survey for 9619 N Route 91.** The City shall approve a Tract Survey attached as Exhibit A which provides for the division of 9619 N Route 91 into two lots.

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agricultural purposes. By reason thereof, the Annexing Property has been and is entitled to a special benefit/formula for determining the assessed value of the Annexing Property. The City agrees that, as long as the Annexing Property continues to (in whole or in part) be similarly used for agricultural purposes, this Agreement (and any of the transactions or declarations deriving therefrom or as a part hereof) shall not affect the qualification of the Annexing Property (or such part that continues to be farmed) for such special assessed valuation; and the City shall take no action inconsistent with the foregoing.

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

- F. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- G. 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.
- H. This agreement may be amended by mutual consent of the parties.
- I. 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)
) SS.
COUNTY OF PEORIA)

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 _____, 2015.

Notary Public

Darlene K. Hoerr:

DARLENE K. HOERR

STATE OF ILLINOIS)
) SS.
PEORIA COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Darlene K. Hoerr, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 ____ day of _____, 2015.

Notary Public