

RESOLUTION NO. 19-281
CITY OF PEORIA.

Peoria, Illinois _____ 2019
AUGUST 27

A RESOLUTION APPROVING THE FIRST AMENDMENT TO ANNEXATION AGREEMENT FOR RESOLUTION NO. 17-322-A FOR THE PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 08-35-100-038 WITH AN ADDRESS OF W GRANGE HALL ROAD, PEORIA, IL

Resolved

WHEREAS, Mark Larson, owners of certain real estate located in the corporate limits of the City of Peoria, is desirous of amending an agreement providing for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of amending an agreement providing for the annexation of this real estate, 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 Amended Annexation Agreement was conducted, with proper notice, by the Planning & Zoning Commission on August 1, 2019, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

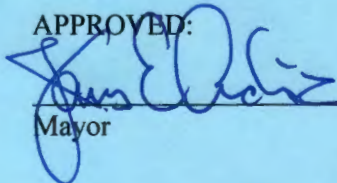
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the Mayor is hereby authorized to execute the First Amendment to Annexation Agreement for Resolution No. 17-322-A 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.

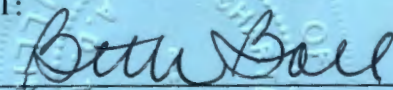
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 27th DAY
OF AUGUST 2019.

APPROVED:



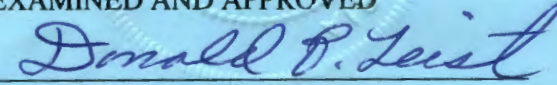
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

DEC 04 2019

PEORIA COUNTY CLERK

FIRST AMENDMENT TO THE
ORANGE PRAIRIE KART'S DEVELOPMENT
ANNEXATION AGREEMENT
(RESOLUTION NO. 17-322-A)

This Document Prepared By:

Bruce A. Brown, Landscape Architect
Farnsworth Group
100 Walnut Street, Suite 200
Peoria, Illinois 61602
309.688.9888

**FIRST AMENDMENT TO AN ANNEXATION AGREEMENT
FOR THE ORANGE PRAIRIE KART'S DEVELOPMENT**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT FOR THE ORANGE PRAIRIE KART'S DEVELOPMENT (hereinafter this "First Amendment") is made and entered into as of this 3RD day of DECEMBER, 2019, by and among the CITY OF PEORIA, an Illinois Municipal Corporation, located in Peoria County, State of Illinois("City"), by and through its Mayor and the Members of its City Council (hereinafter sometimes referred to collectively as the "Corporate Authorities"); and Mark Larson.

WITNESSETH:

WHEREAS, the City and other third parties, entered into an Annexation Agreement dated October 24, 2017 and restated by the First Amendment to Amendment Agreement date July 12, 2019 Agreement (hereinafter collectively the "Annexation Agreement");

WHEREAS, the pursuant to the Annexation Agreement, the City and other third parties provided for the annexation of certain property described and referenced in the Annexation Agreement;

WHEREAS, the undersigned parties are still the owners of the property which is the subject of the Annexation Agreement and are qualified to enter this First Amendment; and

WHEREAS, the City, and Mark Larson desire to amend the Annexation Agreement so to allow for a temporary sanitary leach field to be built with the proposed facility until a public sanitary sewer system becomes available to any adjacent parcel.

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

FILED

DEC 04 2019

Page 1

1. Amended Section 3. C of the Annexation Agreement is revised to read as follows:

Non-agricultural development of the site will require connection to the 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. A temporary sanitary leach field, within the owner's property, shall be allowed until such time that a public sanitary sewer system has been extended to any adjacent parcel abutting the owner's property. The temporary leach field shall meet all City and County Code requirements. Within 12 months from the date that the owner is notified in writing that a public sanitary sewer system has been extended to an adjacent parcel, the owner shall submit all permitting documents needed to construct the sanitary sewer connection per the City and County and construct the sanitary sewer connection to the public sanitary sewer.

2. Other Provisions

- A. **Use of Terms.** Capitalized terms as may be set forth in this First Amendment shall, unless otherwise specifically provided, have the same meaning and constructions for purposes of this First Amendment as otherwise set forth and provided in above referenced Annexation Agreement and First Amendment.
- B. **Continuing Force and Effect of Previous Annexation Agreement as Amended.** Except as otherwise set forth and modified by this First Amendment, or except where the terms of this First Amendment are inconsistent with the previous Annexation Agreement and First Amendment (in which case the terms and provisions hereunder shall prevail), all of the terms and provisions of the Annexation Agreement shall continue in full force and effect are expressly ratified and incorporated herein by this reference.

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

City:

CITY OF PEORIA, an Illinois municipal Corporation

By: Patrick Urich

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 URICH 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 PATRICK URICH signed, sealed and delivered the said instrument as HIS free and voluntary act as such 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 3RD day of DECEMBER, 2019

Courtney Coe
Notary Public



FILED
DEC 04 2019

Mark Larson:

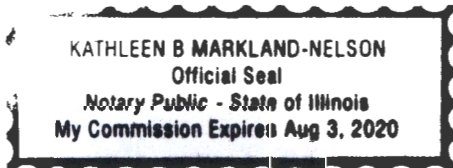
Mark A. Larson
Mark Larson

STATE OF ILLINOIS)
) SS.
COUNTY *Tazewell*)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark Larson, personally known to me to be the Owner, 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 25th day of November, 2019

Kathleen B Markland-Nelson
Notary Public



FILED

DEC 04 2019