



PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission
FROM: Development Review Board (Prepared by Leah Allison)
DATE: December 6, 2018
CASE NO: PZ 18-37

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Srinivas Jujjavarapu and Wiebler Family L.P. for approval of a Consolidated Initial and Amended/Restated Annexation Agreement with a request to rezone a portion of the property (upon annexation) from a Class R-3 (Single Family Residential) District to a Class (C-1 Large Scale Commercial) District for the property generally located west of IL Route 91, North of Parcel Identification No. 08-35-300-008, east of Orange Prairie Road, and south of Parcel Identification No. 08-35-300-027. The property is identified as Parcel Identification Nos. 08-35-300-030 and 08-35-300-023, located within the City of Peoria and Peoria County, IL. The petitioners are proposing to annex approximately 7.4 acres. (Council District 5)

SUMMARY OF PROPOSAL & REQUESTED WAIVERS

The petitioner is requesting to:

- 1) Annex PIN 08-35-300-023
- 2) Rezone PIN 08-35-300-023 and a portion of PIN 08-35-300-030 to C-1 (General Commercial). The remainder of the property is zoned R-6 (Multi-Family Residential)
- 3) Amend the previously approved annexation agreement for PIN 08-35-300-030 to add PIN 08-35-300-023
- 4) Approve the preliminary plat for Bhavani Subdivision

Proposed terms of the annexation agreement include:

- 1) Portions of the property shall be zoned Class C-1 (General Commercial) District and Class R-6 (Multi-Family Residential) District and hotels and motels, auto dealerships, car wash, and medical/professional offices shall be a permitted use and not a special use;
- 2) The permitted setback from the proposed public street shall be a minimum of 10 feet.
- 3) No more than 15 acres and not less than 5 acres may be developed as multi-family residential on lots 2, 3, 4, 5, and the outlot. A minimum of 5 acres of office and/or commercial development must occur prior to or contemporaneous with any residential development.
- 4) A fee, in lieu of installing a bike/walk trail on IL Route 91, is acceptable.
- 5) Not less than 50% of the facades of all building shall consist of face brick or native stone. Brick veneer, split-faced brick and pre-cast masonry shall be excluded from the 50% requirement.

BACKGROUND

Property Characteristics

The property of PIN 08-35-300-030 contains 33.8 acres of undeveloped land, zoned Class R-6 Multi-Family residential. The property of PIN 08-35-300-023 contains 7.4 acres. This property is developed with a barn and zoned currently zoned agricultural with the county. The properties are surrounded by agricultural zoning to the north, south, and west, and N1 Institutional zoning to the east.

History

In 2013, PIN 08-35-300-030 was annexed to the City of Peoria along with an annexation agreement. The property was zoned R-6 (Multi-Family Residential) at the time of annexation.

DEVELOPMENT REVIEW BOARD ANALYSIS

The DRB examines each application against the appropriate standards found in the Code of the City of Peoria and/or in case law.

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
No detriment to public health, safety, or general welfare	Yes	None
No injury to other property or diminish property values	Yes	None
No impediment to orderly development	Yes	None
Provides adequate facilities	Yes	None
Ingress/Egress measures designed to minimize traffic congestion	Yes	None
If a public use/service, then a public benefit	N/A	N/A
Conforms to all district regulations	Yes	None
Comprehensive Plan Critical Success Factors	Grow Employers and Jobs	N/A
City Council Strategic Plan Goals	Smart Population Growth	N/A
Comprehensive Plan Future Land Use Designation	The Future Land Use Designation is Residential.	

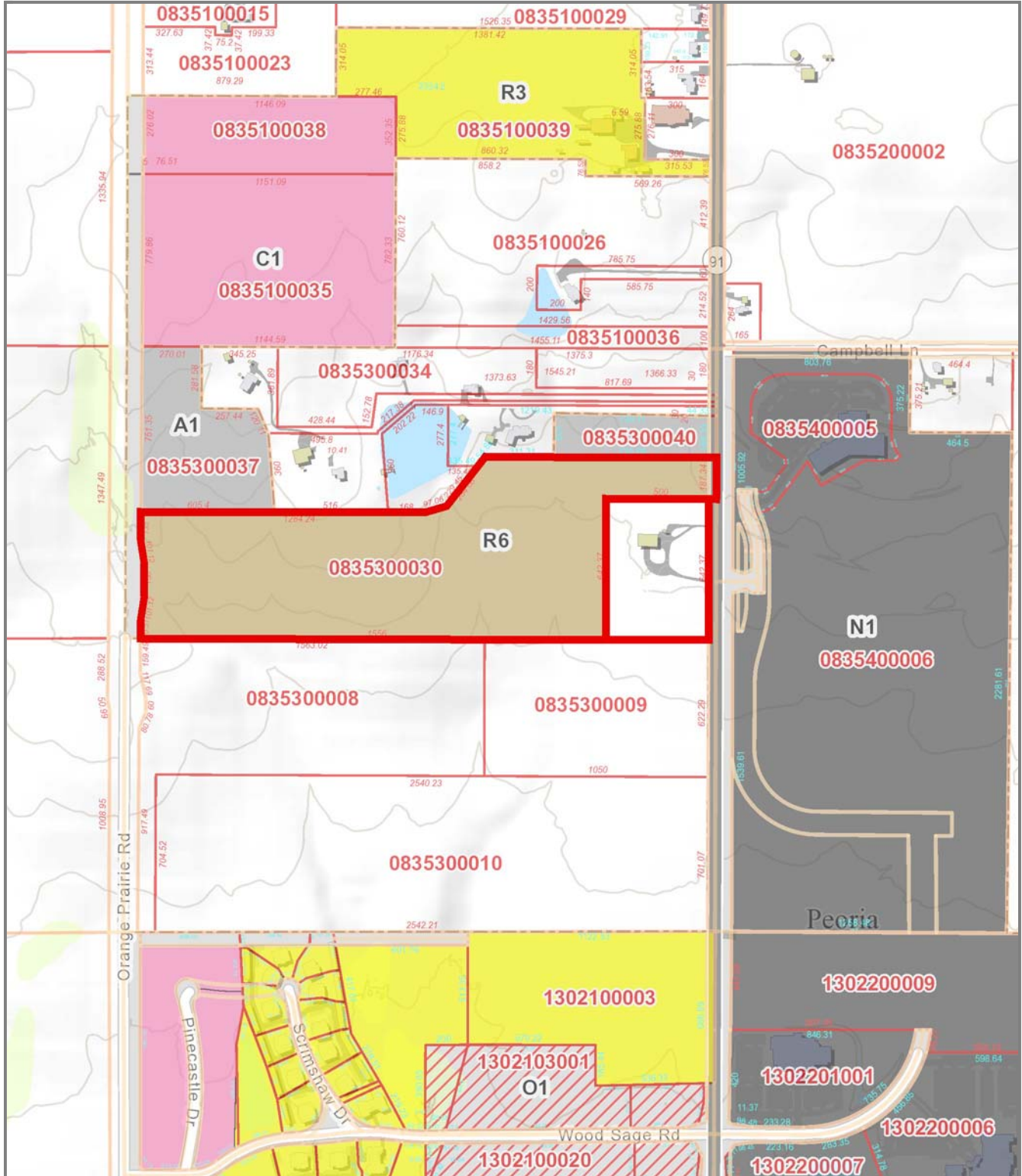
DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends approval of the request subject to further clarification of certain agreement terms.

ATTACHMENTS

1. Surrounding Zoning
2. Aerial Photo
3. Annexation Agreement
4. Preliminary Plat

Dr J/Wiebler Property



Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

Map Scale
1 inch = 667 feet
 11/7/2018



II Route 91/Orange Prairie Rd



Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

Map Scale
1 inch = 400 feet
 11/15/2018





City of Peoria Development Center

419 Fulton St., Room 300
 Peoria, IL 61602-1217
 PH: (309) 494-8600 FX: (309) 494-8680
 www.peoriagov.org

**PLANNING AND ZONING COMMISSION
 APPLICATION**

Date Received: 10.31.2018 Initials: WS

Project Number: 18 Case Number: PZ 18-

1. TYPE OF REQUEST (Check all that apply and see pages 2 & 3 for required submittals)

- a) Map Amendment (Rezoning)- *Site Plan not required*
 - Current Zoning District: R-6
 - Proposed Zoning District: C-1 as to part
- b) Text Amendment R-6 as to part
- c) Special Use
- d) Nonconforming Use Change
- e) Special Permit Signs
 - (i): Local Sign Regulation/Shopping Center Signs
 - (ii): Special Permit (Inflatable, Off-Premise or Rooftop Signs)
- f) Official Development Plan
- g) Preliminary / Final Subdivision Plat
- h) Residential Cluster Development
- i) Annexation

2. PROPERTY INFORMATION (Complete for All Request Types)

- a) Address(es): See attached Exhibit A
Attach additional sheets if necessary
- b) Tax ID Number(s): _____
Attach additional sheets if necessary
- c) Parcel Area (acres or square feet): _____
- d) Current Zoning District: _____

3. SPECIAL USE AND NONCONFORMING USE CHANGE DEVELOPMENT INFORMATION (Complete for Request Types c, d, e, f & h)

- Not applicable
- a) Use: _____ / _____
Existing Use Proposed Use
 - b) Building Area (square feet): _____
 - c) Building Height (feet): _____
 - d) Parking Spaces Provided: _____ / _____ Parking Required: _____ / _____
Total Accessible Spaces Total Regular Spaces Total Accessible Spaces Total Regular Spaces
 - e) Requested Waivers and Additional Information (Attach additional sheet as needed): _____

4. SUBDIVISION AND OTHER PLAN DEVELOPMENT INFORMATION (Complete for Request Types g, h & i)

- a) Type of Development: Single-Family Detached Single-Family Attached Multi-Family Other Development (Describe Below)
See attached Exhibit A for full schedule of information
- b) Plat/Plan Name: Bhavani Subdivision
- c) Number of Lots/Units: 6
- d) Number of Duplex Lots: 0
- e) Fire District: *
- f) School District: *
- g) Library District: *
- Yes as to part
- h) Are Private Streets Proposed?: No
- i) Is the Project Within City Limits?: _____
- j) Type of Sewer Provided: Public
- k) If Not, Has Project Been Submitted to the County?: No
- l) Requested Waivers and Additional Information (Attach additional sheet as needed):
See attached Exhibit A for full schedule of information

* For (e), (f), & (g) see attached Exhibit A

ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

5. OWNER INFORMATION – REQUIRED Applicable to SJ Trust Parcel

Srinivas Jujjavarapu, as Trustee

Name

Company

13007 N. Woodland Drive, Dunlap, IL 61525

Address, City, State, ZIP+4

256-975-9180

varapu@hotmail.com

Phone

Fax

Email

[Handwritten Signature]

Signature of Owner

6. APPLICANT INFORMATION – if different from owner

Name

Company

Address, City, State, ZIP+4

Phone

Fax

Email

Signature

7. REPRESENTATIVE OF APPLICANT –engineer, architect, attorney or other, if applicable

Robert C. Hall

Miller, Hall & Triggs, LLC

Name

Company

416 Main Street, Suite 1125, Peoria, IL 61602

Address, City, State, ZIP+4

309-671-9600

309-671-9616

robert.hall@mhtlaw.com

Phone

Fax

Email

Applicant's Interest in Property:

- Contractor
- Contract Purchaser
- Other owner

Send Correspondence To: Select one entity to receive all correspondence. E-mail will be used for all correspondence unless otherwise requested.

- Owner
- Applicant
- Representative of Applicant

8. SUBMITTAL REQUIREMENTS

Initial by each item to indicate the item is complete or is included with the application. All items listed must be provided!

FOR ALL APPLICATIONS:

<input type="checkbox"/>	Completed Application – Illegible or Incomplete applications will not be accepted.
<input type="checkbox"/>	Filing Fee:
<input type="checkbox"/>	Map Amendment (Rezoning).....\$750 plus \$100/acre (max. \$7,500)*
<input type="checkbox"/>	Downzone to Comprehensive Plan.....\$0
<input type="checkbox"/>	Annexation.....\$0
<input type="checkbox"/>	Text Amendment.....\$750
<input type="checkbox"/>	Special Use, Official Development Plans, Special Signs.....\$750 plus \$100/acre (max. \$7,500)*
<input type="checkbox"/>	Residential Cluster Development.....\$750 plus \$100/acre (max. \$7,500)*
<input type="checkbox"/>	Subdivision Plat.....\$750 plus \$100/acre (max. \$7,500)*
<input type="checkbox"/>	Survey Plat.....\$125

* FORMULA: Flat Fee + (\$100 X Total Acreage of Project) = Filing Fee
EXAMPLE: \$750 + (\$100 X 3.45 Acres) = \$1,095

All submittals shall be provided on a compact disc or appropriate digital media, including digital versions of the application, site plan, and other attachments as required.

ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

5. OWNER INFORMATION - REQUIRED

Wiebler Family Limited Partnership

Name

Company

2505 N. Texas Road, Trivoli, Illinois

Address, City, State, ZIP+4

Phone

Fax

Email

Karen Stumpe Wiebler
Signature of Owner

6. APPLICANT INFORMATION - if different from owner

Name

Company

Address, City, State, ZIP+4

Phone

Fax

Email

Signature

7. REPRESENTATIVE OF APPLICANT -engineer, architect, attorney or other, if applicable

Karen Stumpe

Kavanagh, Scully, Sudow, White & Frederick, PC

Name

Company

301 SW Adams, Suite 700, Peoria, IL 61602

Address, City, State, ZIP+4

309-676-1381

309-676-0324

karenstumpe@ksswf.com

Phone

Fax

Email

Applicant's Interest in Property:

- Contractor
- Contract Purchaser
- Other **OWNER**

Send Correspondence To: Select one entity to receive all correspondence. E-mail will be used for all correspondence unless otherwise requested.

- Owner
- Applicant
- Representative of Applicant

8. SUBMITTAL REQUIREMENTS

Initial by each item to indicate the item is complete or is included with the application. All items listed must be provided!

FOR ALL APPLICATIONS:

_____ Completed Application -- Illegible or Incomplete applications will not be accepted.

_____ Filing Fee:

Map Amendment (Rezoning)	\$750 plus \$100/acre (max. \$7,500)*
Downzone to Comprehensive Plan	\$0
Annexation	\$0
Text Amendment	\$750
Special Use, Official Development Plans, Special Signs	\$750 plus \$100/acre (max. \$7,500)*
Residential Cluster Development	\$750 plus \$100/acre (max. \$7,500)*
Subdivision Plat	\$750 plus \$100/acre (max. \$7,500)*
Survey Plat	\$125

* FORMULA: Flat Fee + (\$100 X Total Acreage of Project) = Filing Fee

EXAMPLE: \$750 + (\$100 X 3.45 Acres) = \$1,095

_____ All submittals shall be provided on a compact disc or appropriate digital media, including digital versions of the application, site plan, and other attachments as required.

EXHIBIT A
ATTACHMENT TO PLANNING AND ZONING APPLICATION

(Application of: Srinivas Jujjavarapu, as Trustee and Wiebler Family Limited Partnership, an Illinois Limited Partnership)

This Exhibit A is an attachment to an Application being jointly filed with the Planning and Zoning Commission of the City of Peoria by the following listed owners by and through their respective attorneys for certain requested action as herein described for such owners' properties, all of which properties are more fully set forth and described respectively on Schedule A-1, Schedule A-2 and Schedule A-3 attached to this Exhibit A:

Owner	Property
Srinivas Jujjavarapu, as Trustee under the provisions of the SJ Trust Agreement	SJ Parcel - See Schedule A-1
Wiebler Family Limited Partnership, an Illinois Limited Partnership	Wiebler Parcel - See Schedule A-2

Generally stated, the Application to which this Exhibit is attached and of which it forms a part seeks (to collectively): i) annex the Wiebler Parcel to the City of Peoria which, when combined with the SJ Trust Parcel and the Hoerr Parcel, is proposed to collectively form a new subdivision known as Bhavani Subdivision (of which the establishment/approval of such subdivision also being sought as a part of the Application). As a part of the foregoing objective, a Consolidated Initial and Amended/Restated Annexation Agreement (attached to the respective Petitions referenced below being filed by the owners) is sought to be approved by the City of Peoria ("City") and executed by the City and the owners so as, with respect to the Bhavani Subdivision to be newly formed:

- A. Impose upon and for the newly annexed Wiebler Parcel those certain privileges and obligations for the development and use thereof;
- B. Amend and restate the previous Annexation Agreement (affecting the SJ Trust Parcel) initially entered into by and between the City and the owner thereof, dated June 20, 2014; and

Consistent with the foregoing, the following Petitions (for each Parcel) are therefore attached to the Application collectively as Exhibit B (individually comprising Exhibit B-1 with respect to the SJ Trust Parcel and Exhibit B-2 with respect to the Wiebler Parcel).

Such Petitions are submitted as part of the overall Application of which this Exhibit A forms a part.

With the establishment of the new Bhavani Subdivision (to occur upon the requested City approval therefor and for which application for said approval, together with plat submittals in connection therewith, are also being filed as a part of this Application), six (6) newly defined parcels/lots of that new subdivision will be established. These new parcels/lots will be Lots 1, 2, 3, 4, 5, 6 and Outlot "A". As a part of this Application, it is requested that Lot 1 and Lot 6 be rezoned to C-1 classification, with the Consolidated Initial and Amended/Restated Annexation Agreement referenced above also providing various other development/use obligations and/or privileges related thereto. The remaining Lots 2, 3, 4 and Outlot "A" are intended to remain and be zoned R-6 classification, but with the previous Annexation Agreement dated June 20, 2014, between the City and Srinivas Jujjavarapu as Trustee, being amended and restated as a part of the above-referenced Consolidated Initial and Amended/Restated Annexation Agreement.

SCHEDULE A-1

PROPERTY INFORMATION FOR SJ TRUST PARCEL

Address: Unimproved vacant property between Orange Prairie Road and Illinois State Route 91

Legal Description:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00°-11'-52" WEST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS WEST, ZONE 1202), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 493.65 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°-11'-52" WEST, ALONG SAID EAST LINE, 187.34 FEET; THENCE NORTH 89°-40'-56" WEST, 500.00 FEET; THENCE SOUTH 00°-11'-52" WEST, 642.37 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°-40'-56" WEST, ALONG SAID SOUTH LINE, 2,106.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AS DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 2013001082 IN THE PEORIA COUNTY RECORDER'S OFFICE; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00°-10'-22" EAST, 90.51 FEET; THENCE NORTH 08°-42'-13" EAST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 150.00 FEET; THENCE NORTH 08°-21'-29" WEST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 135.00 FEET; THENCE SOUTH 89°-40'-56" EAST, 1284.24 FEET; THENCE NORTH 69°-01'-03" EAST, 97.06 FEET; THENCE NORTH 39°-54'-34" EAST, 284.06 FEET; THENCE SOUTH 89°-40'-56" EAST, 1,050.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 33.741 ACRES, MORE OR LESS, OF WHICH 0.142 ACRES LIES WITHIN THE PUBLIC ROAD RIGHT OF WAY OF ILLINOIS ROUTE 91.

PIN: 08-35-300-030

f/k/a: 08-35-300-029
08-35-300-020

08-35-300-006

08-35-300-022

Parcel Area: Approximately 33.833 acres more or less

Current Zoning District: R-6

Fire Protection District: City of Peoria

School District: Dunlap Unit School District No. 323

Library District: Peoria Library District

Mass Transit District: Greater Peoria Mass Transit District

Park District: Pleasure Driveway Peoria Park District

Township District: Radnor Township

Parcel is currently located within the city limits of the City of Peoria

SCHEDULE A-2

PROPERTY INFORMATION FOR WIEBLER PARCEL

Address: Illinois State Route 91

Legal Description:

A PART OF THE SOUTHWEST ¼ OF SECTION THIRTY-FIVE (35) OF RADNOR TOWNSHIP, TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 35, 680.99 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 642.37 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 642.37 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST, 500.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 08-35-300-023

Parcel Area: 7.4 acres more or less

Current Zoning District: A-2 (county)

Fire Protection District: Dunlap Fire Protection District

School District: Dunlap Unit School District No. 323

Library District: Peoria Library District

Mass Transit District: Greater Peoria Mass Transit

Park District: Pleasure Driveway Peoria Park District

Township District: Radnor Township

Property is currently located in Peoria County but not within the city limits of the City of Peoria.

Park District: Pleasure Driveway Peoria Park District

Township District: Radnor Township

Property is currently located in Peoria County but not within the city limits of the City of Peoria.

EXHIBIT B
LIST OF PETITIONS

SCHEDULE B-1

Petition of Srinivas Jujavarapu, as Trustee, for modification of annexation agreement.

BEFORE THE CITY COUNCIL OF THE CITY OF PEORIA
AND
THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEORIA

IN THE MATTER OF THE PETITION OF)
SRINIVAS JUJJAVARAPU, Trustee under)
the Provisions of the SJ Trust Agreement,)
) Case No. 18 - _____
Petitioner.)

PETITION FOR MODIFICATION OF
ANNEXATION AGREEMENT

Petitioner, Srinivas Jujjavarapu, Trustee under the provisions of the SJ Trust Agreement ("SJ Trust"), **RESPECTFULLY SUBMITS THE FOLLOWING:**

1. SJ Trust is the owner of the following described real estate (the "SJ Trust Parcel"),
to-wit:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00°-11'-52" WEST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS WEST, ZONE 1202), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 493.65 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°-11'-52" WEST, ALONG SAID EAST LINE, 187.34 FEET; THENCE NORTH 89°-40'-56" WEST, 500.00 FEET; THENCE SOUTH 00°-11'-52" WEST, 642.37 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°-40'-56" WEST, ALONG SAID SOUTH LINE, 2,106.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AS DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 2013001082 IN THE PEORIA COUNTY RECORDER'S OFFICE; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00°-10'-22" EAST, 90.51 FEET; THENCE NORTH 08°-42'-13" EAST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 150.00 FEET; THENCE NORTH 08°-21'-29" WEST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 135.00 FEET; THENCE SOUTH 89°-40'-56" EAST, 1284.24 FEET; THENCE NORTH 69°-01'-03" EAST, 97.06

FEET; THENCE NORTH 39°-54'-34" EAST, 284.06 FEET; THENCE SOUTH 89°-40'-56" EAST, 1,050.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 33.741 ACRES, MORE OR LESS, OF WHICH 0.142 ACRES LIES WITHIN THE PUBLIC ROAD RIGHT OF WAY OF ILLINOIS ROUTE 91.

PIN: 08-35-300-030

f/k/a: 08-35-300-029
08-35-300-020
08-35-300-006
08-35-300-022

2. On or about the 13th day of May, 2014, the City of Peoria annexed the SJ Trust Parcel to the City of Peoria.

3. As part of said annexation of the SJ Trust Parcel, the City of Peoria and SJ Trust entered into an Annexation Agreement dated on or about June 20, 2014 ("Annexation Agreement").

4. As a part of the procedures being conducted and pursued by SJ Trust to and for the purpose of developing the SJ Trust Parcel, it has become apparent that the provisions of such Annexation Agreement should be amended and revised as part of a larger integrated plan for the development of the SJ Trust Parcel together with other property, to-wit:

The following described "Wiebler Parcel" owned by the Wiebler Family Limited Partnership, an Illinois limited partnership ("Wiebler"):

A PART OF THE SOUTHWEST ¼ OF SECTION THIRTY-FIVE (35) OF RADNOR TOWNSHIP, TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 35, 680.99 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 642.37 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 642.37 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST, 500.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

5. It is proposed that the amendments and revisions to the Annexation Agreement be a part of and incorporated into a proposed Consolidated Initial and Amended/Restated Annexation Agreement which is attached hereto as "Exhibit A" to be entered into by and among the City of Peoria, SJ Trust, and Wiebler, and as a result thereof, such Consolidated Initial and Amended/Restated Annexation Agreement shall supersede and become substituted in full as and for the Annexation Agreement covering the SJ Trust Parcel.

6. The foregoing procedures for the amendment and revision of the Annexation Agreement are contemplated to be part of, and as a condition of, the annexation of the Wiebler Parcel owned by Wiebler.

7. The foregoing statements are true to the best of the Petitioner's knowledge and information.

BASED UPON THE FOREGOING, the Petitioner respectfully requests that:

A. The Annexation Agreement heretofore entered into by and between the City of Peoria and the SJ Trust be amended, restated and incorporated into the proposed Consolidated Initial and Amended/Restated Annexation Agreement, as may be modified by further negotiations and mutual understandings with respect thereto by and between the City of Peoria, the Petitioner, and Wiebler; and

B. Such other action be taken by the City of Peoria as is appropriate for, and consistent with, the foregoing (and which effectuates the intent of carrying out the proposal set forth herein as well as the terms and conditions of the proposed Consolidated Initial and Amended/Restated Annexation Agreement), and is appropriate for, and consistent with, all other procedures and obligations set forth herein or in the proposed Consolidated Initial and Amended/Restated Annexation Agreement.

Dated this 31 day of October, 2018.



Srinivas Jujjavarapu, Trustee of the SJ
Land Trust

SCHEDULE B-2

Petition of Wiebler Family Limited Partnership for modification of annexation agreement.

BEFORE THE CITY COUNCIL OF THE CITY OF PEORIA
AND
THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEORIA

IN THE MATTER OF THE PETITION OF)
WIEBLER FAMILY LIMITED PARTNERSHIP,)
an Illinois limited partnership,) Case No. 18 - _____
)
Petitioner.)

PETITION FOR ANNEXATION

Petitioner, Wiebler Family Limited Partnership, an Illinois limited partnership ("Wiebler"),
RESPECTFULLY SUBMITS THE FOLLOWING:

1. Wiebler is the owner of the following described real estate (the "Property"), to-wit:

A PART OF THE SOUTHWEST ¼ OF SECTION THIRTY-FIVE (35)
OF RADNOR TOWNSHIP, TOWNSHIP TEN (10) NORTH, RANGE
SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN,
PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE
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DEGREES 00 MINUTES 00 SECONDS WEST, (BEARING
ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG
THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION
35, 680.99 FEET TO THE POINT OF BEGINNING OF THE TRACT
TO BE DESCRIBED: FROM THE POINT OF BEGINNING,
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS
WEST, ALONG SAID EAST LINE, 642.37 FEET; THENCE NORTH
89 DEGREES 52 MINUTES 48 SECONDS WEST, 500.00 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST,
642.37 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48
SECONDS EAST, 500.00 FEET TO THE POINT OF BEGINNING,
SITUATED IN THE COUNTY OF PEORIA AND STATE OF
ILLINOIS.

PIN: 08-35-300-023

2. Wiebler, as owner of the Property, desires to annex the Property to the City of Peoria, subject to the conditions and provisions hereinafter set forth in this Petition.
3. The Property is presently not situated within the limits of a municipality.

4. The Property is presently contiguous to the City of Peoria.
5. There are no electors that reside upon the Property.
6. As a part of the proposed annexation, the Petitioner desires that the Property being annexed be subject to a proposed Consolidated Initial and Amended/Restated Annexation Agreement (the terms and conditions of which shall be mutually negotiated and agreed upon by and between the Petitioner, the City of Peoria and the owners of the hereinafter described SJ Trust Parcel). The SJ Trust Parcel has heretofore been annexed to the City of Peoria and is subject to an annexation agreement covering such Parcel. Such latter described annexation agreement would be amended and restated by the Consolidated Initial and Amended/Restated Annexation Agreement. A copy of such proposed Consolidated Initial and Amended/Restated Annexation Agreement is attached hereto as "Exhibit A".
7. Srinivas Jujjavarapu, as Trustee under the provisions of the SJ Trust Agreement ("SJ Trust") is the owner of the following described real estate (the "SJ Trust Parcel"), to-wit:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00°-11'-52" WEST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS WEST, ZONE 1202), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 493.65 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°-11'-52" WEST, ALONG SAID EAST LINE, 187.34 FEET; THENCE NORTH 89°-40'-56" WEST, 500.00 FEET; THENCE SOUTH 00°-11'-52" WEST, 642.37 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°-40'-56" WEST, ALONG SAID SOUTH LINE, 2,106.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AS DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 2013001082 IN THE PEORIA COUNTY RECORDER'S OFFICE; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00°-10'-22" EAST, 90.51 FEET; THENCE NORTH 08°-42'-13" EAST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 150.00 FEET; THENCE NORTH 08°-21'-29" WEST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 135.00 FEET; THENCE SOUTH 89°-

40'-56" EAST, 1284.24 FEET; THENCE NORTH 69°-01'-03" EAST, 97.06 FEET; THENCE NORTH 39°-54'-34" EAST, 284.06 FEET; THENCE SOUTH 89°-40'-56" EAST, 1,050.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 33.741 ACRES, MORE OR LESS, OF WHICH 0.142 ACRES LIES WITHIN THE PUBLIC ROAD RIGHT OF WAY OF ILLINOIS ROUTE 91.

08-35-300-030

f/k/a: 08-35-300-029
08-35-300-020
08-35-300-006
08-35-300-022

The SJ Trust Parcel is subject to the terms and conditions of an Annexation Agreement dated June 20, 2014, heretofore entered into by SJ Trust with the City.

8. As a part of, and as a condition of, the annexation of the Property, it is anticipated and proposed that the SJ Trust shall be a part of and subject to the terms and conditions of the above referenced Consolidated Initial and Amended/Restated Annexation Agreement which shall, to the extent that it is applicable to its Parcel be and stand as an amended and restated annexation agreement for such Parcel.

9. The foregoing statements are true to the best of the Petitioner's knowledge and information.

BASED UPON THE FOREGOING, the Petitioner respectfully requests that:

A. The Property above-described be annexed to the City of Peoria by proper action and appropriate ordinance of the City Council of the City of Peoria, subject to (and pursuant to) the terms and provisions of the attached proposed Consolidated Initial and Amended/Restated Annexation Agreement as may be modified by further negotiations and mutual understandings with respect thereto by and between the City of Peoria, the Petitioner, and SJ Trust; and

B. Such other action be taken by the City of Peoria as is appropriate and consistent with the foregoing and which effectuates the intent of carrying out the annexation requested hereby and carrying out the terms and conditions of the proposed Consolidated Initial and Amended/Restated Annexation Agreement, and all other procedures and obligations set forth herein or as otherwise may be consistent with such proposed annexation.

Dated this 30 day of October, 2018.

By: Wayne Wiebler
For Wiebler Family Limited Partnership

EXHIBIT A

(CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT)

TO

SJ TRUST - PETITION FOR MODIFICATION OF ANNEXATION AGREEMENT

WIEBLER - PETITION FOR ANNEXATION

**Consolidated Initial and
Amended/Restated Annexation
Agreement
Peoria County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

ROBERT C. HALL
MILLER, HALL & TRIGGS, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602

CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT

THIS CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2018, 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 referred to collectively as the "Corporate Authorities"); Srinivas Jujjavarapu, Trustee under the provisions of the SJ Trust Agreement ("SJ Trust"); and Wiebler Family Limited Partnership, an Illinois limited partnership ("Wiebler").

WITNESSETH

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

A PART OF THE SOUTHWEST ¼ OF SECTION THIRTY-FIVE (35) OF RADNOR TOWNSHIP, TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 35, 680.99 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 642.37 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 642.37 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST, 500.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 08-35-300-023

WHEREAS, SJ Trust is the owner in fee simple of the following described real estate (the "SJ Trust Parcel"), to-wit:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00°-11'-52" WEST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS WEST, ZONE 1202), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 493.65 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°-11'-52" WEST, ALONG SAID EAST LINE, 187.34 FEET; THENCE NORTH 89°-40'-56" WEST, 500.00 FEET; THENCE SOUTH 00°-11'-52" WEST, 642.37 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°-40'-56" WEST, ALONG SAID SOUTH LINE, 2,106.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AS DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 2013001082 IN THE PEORIA COUNTY RECORDER'S OFFICE; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00°-10'-22" EAST, 90.51 FEET; THENCE NORTH 08°-42'-13" EAST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 150.00 FEET; THENCE NORTH 08°-21'-29" WEST, 101.12 FEET;

THENCE NORTH 00°-10'-22" EAST, 135.00 FEET; THENCE SOUTH 89°-40'-56" EAST, 1284.24 FEET; THENCE NORTH 69°-01'-03" EAST, 97.06 FEET; THENCE NORTH 39°-54'-34" EAST, 284.06 FEET; THENCE SOUTH 89°-40'-56" EAST, 1,050.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 33.741 ACRES, MORE OR LESS, OF WHICH 0.142 ACRES LIES WITHIN THE PUBLIC ROAD RIGHT OF WAY OF ILLINOIS ROUTE 91.

PINs: 08-35-300-030

f/k/a: 08-35-300-029
08-35-300-020
08-35-300-006
08-35-300-022

WHEREAS, the Wiebler Parcel and the SJ Trust Parcel (sometimes hereinafter collectively referred to as the "Parcels") are contiguous with each other, with the Wiebler Parcel having frontage along Illinois State Route 91;

WHEREAS, Wiebler and SJ Trust have entered into a Real Estate Exchange Agreement ("Exchange Agreement") to provide for exchanges of portions of each of the foregoing Parcels between Wiebler and SJ Trust so as to provide for a better and integrated plan for the future development of the Parcels;

WHEREAS, the implementation of such a plan is anticipated to involve various components and procedures as hereinafter described, to-wit: (i) the annexing of the Wiebler Parcel to the City; and (ii) the amendment and restatement of a previous annexation agreement dated June 20, 2014, entered into by and between SJ Trust and the City (the "SJ Trust Previous Annexation Agreement"); and (iii) the creation of a new real estate subdivision (to be known as Bhavani Subdivision) to effectuate the intended respective new ownerships of various parts of the Parcels after the concluding and closing of the land exchanges as provided in the Exchange Agreement, with such lots (the "Lots") of said Bhavani Subdivision as shall be ultimately respectively owned by SJ Trust and Wiebler as later described, subject to the provisions of this Agreement;

WHEREAS, in connection with the above referenced anticipated annexation of the Wiebler Parcel to the City: (i) the Wiebler Parcel is presently contiguous to the City; (ii) subject to the conditions herein set forth, Wiebler, desires to have the Wiebler Parcel annexed to the City; (iii) the City and its Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Wiebler Parcel to the City upon the terms and conditions herein set forth would further the growth of the City, enable the City to better control development of the area, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, enhance the quality

of life of the residents of the City, and promote other business and opportunities for the citizens of the City; (iv) pursuant to the provisions of 65 ILCS 5/11-15.1-1, et. seq., this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by law; (v) all notices required by law have been sent by the City to, and received by, all entities to whom notices may be required by law to be given for the annexation of the Wiebler Parcel; (vi) there are no electors residing upon the Wiebler Parcel; (vii) the City has determined that this Agreement is consistent with, and not in violation of, any other agreement to which the City is a party so as to negate or impair the annexation of the Wiebler Parcel to the City; (viii) the City after due deliberation, has by resolution duly adopted and approved entering into this Agreement for the purposes of annexing the Wiebler Parcel and the other purposes herein set forth; (ix) Wiebler has filed a Petition for Annexation (the "Petition") for annexing the Wiebler Parcel, such Petition being subject to approval and execution of this Agreement by the City and the other parties hereto and also being subject to other terms and conditions as are otherwise additionally set forth herein; and (x) the City is willing, and desires, to facilitate the development of the Wiebler Parcel and the other Parcels consistent with the terms hereof;

WHEREAS, the SJ Trust has heretofore entered into the SJ Trust Previous Annexation Agreement dated June 20, 2014, and by this Agreement desires to amend and restate the SJ Trust Previous Annexation Agreement, and in that context: (i) the City acknowledges and recognizes that the changes to the previously intended development of the SJ Trust Parcel will better serve the safety, welfare and benefit of the citizens of the City and better promote future development and business opportunities within the area of the Parcels (all of which, among other things, provide consideration and inducement for the City to enter into this Agreement); (ii) consistent with the foregoing, the parties hereto desire to (among other things) better and more specifically provide for the development of the Parcels under this Agreement; (iii) this Agreement (as it would amend and restate the SJ Trust Previous Annexation Agreement heretofore entered into and affecting the SJ Trust Parcel) was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by law; (iv) all notices required by law have been sent by the City to, and received by, all entities to whom notices may be required by law to be given in connection with the foregoing; (v) the City has determined that this Agreement as it amends and restates the SJ Trust Previous Annexation Agreement affecting the SJ Trust Parcel is consistent with, and not in violation of, any other agreement to which the City is a party; (vi) the City, after due deliberation, has by resolution duly adopted and approved entering into this Agreement as an amendment and restatement to the SJ Trust Previous Annexation Agreement affecting the SJ Trust Parcel; and (vii) the City is willing, and desires, to facilitate the development of the SJ Trust Parcel consistent with the terms of this Agreement as it amends and restates the SJ Trust Previous Annexation Agreement;

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

1. Wiebler Parcel Annexation --- Authoritative Law; Enactment of Resolutions/Ordinances. This Agreement, as it pertains to the annexation to the City of the Wiebler Parcel, is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the

Wiebler Parcel as described above shall be annexed to the City: i) pursuant to the Petition of Wiebler; ii) pursuant to the procedure for annexation as set forth in 65 ILCS 5/11-15.1-1, et seq.; iii) and pursuant to the terms of this Agreement. The Corporate Authorities upon execution of this Agreement by the parties shall, unless previously so provided, enact (without further hearing) ordinances annexing the Wiebler Parcel to the City, subject to and consistent with this Agreement.

2. Bhavani Subdivision Plat. The parties acknowledge and recognize that the Wiebler Parcel (given its annexation to the City) and the SJ Trust Parcel will hereinafter be owned by and developed consistent with the final subdivision plat of Bhavani Subdivision (the "Subdivision") as depicted upon Exhibit A attached hereto. In connection therewith, the City acknowledges and confirms that appropriate application, documentation, and procedures have heretofore been filed and pursued with the City (including without limitation the conducting of a public hearing thereupon held pursuant to notice as provided by law). Given the foregoing, the City has determined that all prerequisite conditions and requirements for the creation and implementation of the Subdivision have been met, and the Subdivision and the final plat thereof are hereby recognized and confirmed as approved. The Corporate Authorities upon execution of this Agreement by the parties shall, unless previously so provided, enact (without further hearing) ordinances approving the final plat of the Subdivision and proceed with the parties to provide for the appropriate filing thereof with the office of the Peoria County Recorder. As part of the foregoing objectives (and as a result thereof) Wiebler and SJ Trust will, pursuant to the above referenced Exchange Agreement execute and deliver documents of conveyance such that the ownership of the depicted Lots in the Subdivision shall be as follows:

Lot 1	Wiebler
Lot 2	SJ Trust
Lot 3	SJ Trust
Lot 4	SJ Trust
Lot 5	SJ Trust
Lot 6	Wiebler
Outlot A	SJ Trust

For purposes hereof, the Outlot shall be considered a Lot where, in the context of this Agreement reference is, at times, made to a Lot or Lots.

3. Exchange Contingency. The annexation of the Wiebler Parcel and the effectuation of any and all of the provisions of this Agreement are expressly conditioned upon the completion of the conveyances by Wiebler and SJ Trust, pursuant to the Exchange Agreement. Wiebler and SJ Trust agree that each of them shall (to the extent the parties may have not already done so) proceed with due diligence and in good faith to make the conveyances to provide therefor

pursuant to the terms of such Exchange Agreement. Such conveyances shall be evidenced by each of Wiebler and SJ Trust, recording (with the office of the Peoria County Recorder) appropriate documentation of such conveyances, and this Agreement is expressly conditioned (for its operative effect) upon the completion thereof. Upon such conveyances (to the extent they have not heretofore been completed) Wiebler and SJ Trust 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 Agreement. If, on the other hand, Wiebler and SJ Trust fail to complete such conveyances or before June 30, 2019, the City shall not annex the Wiebler Parcel and this Agreement shall be null and void; and the relationships, rights and obligations of the parties shall be the same as if this Agreement had never been executed (unless such foregoing date is extended in writing by the parties hereto). Unless an affidavit of one of the parties hereto is executed and recorded with the Office of the Peoria County Recorder on or before June 30, 2019, to the effect that such conveyances have not been made and are no longer intended to be effectuated, it shall be conclusively construed that the foregoing conditions shall not have been satisfied and this Agreement and the annexation of the Wiebler Parcel shall not have been effectuated.

4. Zoning / Development of Parcels / Lots.

A. Applicable Ordinances / Regulations; Commencement / Completion of Development. Wiebler upon acquisition of its respective Lots of the Subdivision (being Lots 1 and 6), may (to the extent any development may be contemplated for its said respective Lots), proceed with such development in a manner and in accordance with the terms and conditions of the zoning and subdivision ordinances of the City and the other ordinances and regulations of the City (as the same are in effect on the date of the execution of this Agreement, and as the same may be modified pursuant to the terms of this Agreement). With respect to the latter, the City agrees that 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 any of the Lots of the Subdivision or to the respective owner's ability to develop them in accordance with the terms hereof. Nothing contained herein, however, shall be construed to require or obligate Wiebler to commence and complete any such development (it being intended that any development shall be when and as determined in the discretion of Wiebler). With respect to Lots 2, 3, 4, 5, and the Outlot A of the Subdivision, the parties acknowledge that, upon the original annexation of the SJ Trust Parcel to the City, the zoning, the use, and the development thereof was a part of, and subject to the burdens and benefits of, the SJ Trust Previous Annexation Agreement dated June 20, 2014, by and between SJ Trust and the City. By and with this Agreement, there is no intent hereunder to modify or limit the rights and abilities regarding the development of such Lots of the Subdivision as set forth and provided in such SJ Trust Previous Annexation Agreement other than to recognize and confirm that, because of the integration of the Wiebler Parcel into the development plans for the area, the general layout and configuration for such Lots 2, 3, 4, and 5 and the Outlot shall now be substantially as set forth on the Development Exhibit attached hereto as Exhibit B (in place of the Development Exhibit previously attached to the SJ Trust Previous Annexation Agreement). In this context, the parties confirm that SJ Trust may, to the extent any development may be contemplated for these respective Lots, proceed with such development 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 were in effect on the date of the execution of said the SJ Trust Previous Annexation

Agreement, as the same may be specifically modified pursuant to the terms of this Agreement). Further, and consistent with the foregoing, it is acknowledged and confirmed that the said SJ Trust Previous Annexation Agreement remains applicable to the development of Lots 2, 3, 4, 5. and the Outlot as it would have previously been applicable to the SJ Parcel, and such SJ Trust Previous Annexation Agreement is (as to such Lots and the Outlot) incorporated herein by this reference and is hereby restated (but amended where the terms of this Agreement supplement, or are otherwise inconsistent with, the terms of such SJ Trust Previous Annexation Agreement).

In connection with the development of any Lot of the Subdivision, to the extent that such development may require, as determined by counsel for the City, an amendment to this Agreement, then the amendment of this Agreement may be made solely by the City and the owner of the Lot upon which the development is to occur (without the need for any approval or other action on the part of an owner of any other Lot of the Subdivision).

B. Zoning / Use / Development of Lots. Upon the effectuation of the conveyances of the respective Lots as above described, the City agrees that the zoning classifications of Lots 1 and 6 of the Subdivision shall be C-1; provided, however, that, in addition to those uses permitted within a C-1 classification, the following uses shall also be a permitted use thereupon:

Hotel/motel

Automobile dealerships (with vehicle sales and service),

Car washes and retail auto parts sales

Medical and other professional offices

Consistent with any new or continued zoning classifications for Lots 1 and 6, each respective owner from time to time of each Lot shall, both before and after the date hereof, be able to use each such Lot for any use permitted in the zoning classification now and hereafter applicable to such Lot, either pursuant to City zoning ordinances, or as otherwise permitted by this Agreement. In addition, as to any part or all of each such Lot, the respective owner thereof shall be permitted to continue any use as exists upon (or is being made of) such Lot as of the date hereof. The City (as part of the granting of any special use or special use amendment, or as a part of any administrative staff 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 part of this Agreement contemplates or provides for a specific plan or arrangement for development of any Lot of the Subdivision that is inconsistent with provisions of the City's ordinances and regulations, the provisions, plans, and intentions set forth herein shall prevail and apply as opposed to any other inconsistent requirements of the City's ordinances and regulations. Any site plan submitted for approval will, except where otherwise specifically provided herein, be subject to the standard procedures for administrative review for such use and/or development as submitted.

Pursuant to the above and the intention and understanding relating to the continuation of the effect and application of the SJ Trust Previous Annexation Agreement,

the Lots 2, 3, 4, 5, and the Outlot of the Subdivision shall continue to be classified in the zoning classification of R-6 (multi-family residential), provided, however, that, in addition to those uses permitted within an R-6 classification, any use permitted in a C-1 classification shall also be a permitted use within the Subdivision --- and provided further, however, that hotels and motels shall also be a permitted use, and not a special use, in any areas of the said Lots 2, 3, 4, 5, and the Outlot. SJ Trust and any successors in interest shall, in addition, as to any part or all of such Lots 2, 3, 4, 5, and the Outlot be permitted to continue any use as existed upon (or was being made of) the said Lots 2, 3, 4, 5, and the Outlot as of the date of the SJ Trust Previous Annexation Agreement (such date being June 20, 2014). The City (as part of the granting of any special use or special use amendment, or as a part of any administrative staff approval) may not impose additional limitations or requirements for those areas, improvements, or operations for which specific provisions therefor are herein addressed and provided or as are addressed in the SJ Trust Previous Annexation Agreement. For example, where part of this Agreement or the SJ Trust Previous Annexation Agreement with respect to such Lots and the Outlot contemplates or provides for a specific plan or arrangement for development of the Subdivision that is inconsistent with provisions of the City's ordinances and regulations, the provisions, plans, and intentions set forth herein shall prevail and apply as opposed to any other inconsistent requirements of the City's ordinances and regulations. Any site plan submitted for approval relating thereto that does not involve a Planned Unit Development ("PUD") will be subject to the standard procedures for administrative review for such use as submitted.

5. Future Development Procedures. The Development Exhibit attached hereto as Exhibit B generally sets forth the vision, intentions, and conceptual guidelines for the projects that are intended for the Subdivision. The Exterior Elevation attached hereto as Exhibit C generally sets forth the vision, intentions, and conceptual guidelines for any multi-family residential buildings intended for and upon Lots 2, 3, 4, 5, or the Outlot. With respect to the foregoing, however, the parties further acknowledge and recognize that the Development Exhibit and Exterior Elevation plans are conceptual and currently-intended plans only, and may be modified or adapted before becoming final (consistent with the terms hereof and as otherwise required by applicable provisions of the City Code of the City of Peoria). Modifications to the Development Exhibit and/or Exterior Elevation in accordance with this paragraph prior to the development of any Lot within the Subdivision shall not require an amendment to this Agreement as long as any such modification is generally and conceptually consistent with such Development Exhibit and/or Exterior Elevation. In that regard:

A. Plan Procedures/Approvals; Pre-Approval Site Work. It is recognized and acknowledged that, as development with respect to each portion of Subdivision becomes more specific and defined, the respective owner of a Lot or the Outlot (or portion of such Lot or portion of the Outlot) as is proposed for a specific project or development shall need and seek approval from the administrative staff of the City (pursuant to the City's procedures currently applicable thereto regarding such process, but applying the code provisions with respect to any such project or development as are applicable under the terms of this Agreement). Prior to the issuance of any permit by the City for the construction of a structure on any Lot or the Outlot (or portion of such Lot or portion of the Outlot), the respective owner thereof will provide a complete site plan and associated

documents as required by then currently existing City procedural regulations with respect to such process. To the extent that any use (not otherwise specifically permitted hereunder) requires a special use, then the same shall be sought and secured with respect to such so affected portion (pursuant to the City's procedures applicable thereto). Any application therefor shall include those supporting materials as are in such cases then required by City ordinance. For exemplary and clarification purposes, it is acknowledged that the intent hereof is to provide that the procedures that are to be applicable to permits and approvals for any project or development shall be as are in place and required at the time of the application, but the substantive code provisions applicable to the proposed project or development shall be based upon those in effect at the time as is otherwise determined and set forth herein as being those code provisions in effect at the time determined and set by this Agreement. Generally stated, the latter applicable date shall be as to Lots 1 and 6 the date hereof and shall be as to Lots 2, 3, 4, 5, and the Outlot the date of the SJ Trust Previous Annexation Agreement (being June 20, 2014). Notwithstanding the foregoing, however, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon any of the Lots of the Subdivision or upon any party or such party's successors with respect to the development/use of the any Lot within the Subdivision than is the case under the law as applicable in accordance with the foregoing, then at the option of the then owner of the Lot affected thereby, such less restrictive adoption, amendment or interpretation shall control.

With respect to any project or development being proposed and/or pursued for any Lot, the applying owner of any such project or development 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 such portion of the Subdivision being proposed for development, to undertake excavation, preliminary grading work, filling and stock piling on any such portion of the Subdivision in preparation for the development of such portion or portions (upon receipt of a grading permit and soil erosion control permit from the City). The City shall approve any such grading and soil erosion and sedimentation control plans (or issue a letter of denial specifying why approval is withheld) within twenty (20) business days of submission of such plans. If the City neither approves such plans nor issues a letter of denial within twenty (20) business days of submission, such plans shall be deemed to be approved. Such work shall be undertaken at the sole risk and responsibility of owner upon whose property the project or development is proposed, and shall be conducted in such manner to prevent damage or injury to the real estate of surrounding property owners.

B. Restrictions on Multi-family Residential Development. SJ Trust covenants that, with respect to Lots 2, 3, 4, 5, and the Outlot, no more than 15 acres, nor less than 5 acres, may be developed as multi-family residential, with the balance of the said Lots and the Outlot (as indicated above and in the SJ Trust Previous Annexation Agreement) to be developed according to uses permitted in a C-1 commercial zone, provided that hotels and motels shall also be a permitted use, as provided in Paragraph 4.B. herein. It is further agreed that a minimum of five (5) acres of office and/or commercial development must occur prior to or contemporaneous with any residential development. Nothing herein contained, however, shall establish or impose any such restrictions or limitations upon otherwise permitted multi-family development upon and for Lots 1 and 6.

C. Private Covenants, Easements, and Restrictions. In connection with the development of the Subdivision, the City recognizes that the use and development of the Subdivision (as well as any portion 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.). This Agreement 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 prohibit subdivision of a Lot or parcel within the Subdivision due to the fact that such Lot or parcel does not otherwise bound upon a public street or upon an easement of a public utility provider, nor shall the City require that the zoning classification of the area providing access or other services appurtenant to the served Lot or parcel be (or have) the same zoning classification as the served Lot or parcel.

The parties acknowledge and recognize that all 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 Agreement. The City agrees to cooperate with and assist the owner(s) from time to time of the Subdivision 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 specifically required under this Agreement.

D. Permits/Subdivision Plat Approvals. Within fourteen (14) business days after receipt of a complete application (including all required construction documents) by an owner desiring development of an owner's Lot or portion thereof, the City shall (subject to the obtaining of any applicable special use amendment requirement as hereinabove described and any other approval or requirement of the other persons or governmental bodies other than the City):

i. Issue a building permit authorizing such construction;

ii. Issue a permit authorizing such construction, subject to satisfaction of specified conditions consistent with the terms of this Agreement; or

iii. 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 the permit unconditionally within five (5) business

days after satisfaction by the party or person seeking the issuance of said permit of any conditions thereto.

The City shall issue certificates of occupancy to an 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. A trailer may be used for the coordination of construction activities during the period of development of any Lot, portion or phase of the Subdivision being developed. Temporary fences and parking to service any of the foregoing may be constructed upon any portion of the Subdivision 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 a permanent certificate of occupancy.

The development of any Lot or portion of the Subdivision as may hereafter be subdivided further is and hereafter remains subject to the City's 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 administrative staff of the City may approve a final plat for any applicable phase or portion of the development of any Lot of the Subdivision, 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.

E. Building Material Requirements. Not less than fifty percent (50%) of the façade of all buildings erected within the Subdivision shall consist of face brick or native stone. Brick veneer (thin-brick), split-faced block, and pre-cast masonry shall be specifically excluded from the 50% requirement.

F. Other Infrastructure Additions. The City acknowledges and confirms that the Subdivision shall have direct access to Orange Prairie Road and Illinois Route 91 with the construction of intersections with Orange Prairie Road and Illinois Route 91 by and with a public street running through the Subdivision that will connect Orange Prairie Road to Route 91, as is generally depicted on the attached Exhibit B. The City further acknowledges and confirms that such intersections are intended to provide for full access to the Subdivision to and from both north-bound and south-bound traffic on Orange Prairie Road and Illinois Route 91. Where required, the City agrees to furnish any and all approvals as may be needed therefor and mutually cooperate, support, and assist each and every other party in obtaining the approval of other third parties (e.g. the State of Illinois), where required. In connection with the foregoing, the City acknowledges and confirms that any commercial development upon any Lot or any portion thereof will not constitute a "shopping center," as that term is defined within the City Code, and that, for purposes hereof and for any other uses, the use of the street, as generally depicted on Exhibit A, for access to the Lots, the Outlot or any portion of either shall not constitute shared site access for purposes of meeting or coming within the definition of a "shopping center." The City further agrees that the permitted setback of and from the depicted public street, as generally depicted on Exhibit B, or on any future site plan that may be submitted to the City for approval, shall be a minimum of ten (10) feet. With respect to the public street running through the Subdivision, the parties acknowledge that the procedures and requirements as are in effect as of the date hereof for its construction, completion and acceptance (as a public street of the City) shall be those as are in effect as of the date hereof.

G. Plan Modifications. The City acknowledges and recognizes that Exhibit B and Exhibit C that depict the general layout and configuration of the plans for the Subdivision are conceptual only and are not intended to provide strict and limited requirements and expectations for the layout and configuration of the Subdivision as it is finally constructed. (This is particularly and especially the case with respect to the Outlot of the Subdivision and the course of the public street as it is intended to be extended and installed through the Outlot.) To the extent that changes in the course of such public street and/or changes in the configuration of the Outlot, (or any portion thereof) are desired by the owner thereof and do not substantially and materially vary from the conceptual layout and configuration, the City agrees that any such changes may be approved by the City by and through its administrative staff --- without the need or requirement of submittal to any commission of the City for public hearing and/or submittal to the Corporate Authorities (e.g. the city council). Consistent with the foregoing, any current improvements or conditions of any Lot or the Outlot of the Subdivision shall be governed by the maintenance and safety codes as have been applicable thereto prior to the date of this Agreement, but (upon the commencement of construction of any improvements or development thereupon and continuing thereafter such Lot (or portion thereof) as is being improved or developed shall be governed by and subject to the maintenance and safety codes of the City.

6. Miscellaneous/General.

A. Existing Uses/Improvements. Notwithstanding the zoning classifications or other permits and approvals to be established or issued for any Lots of the Subdivision and notwithstanding any other provisions herein to the contrary, the present use of the any Lot (or any portion thereof) shall be permitted to continue. Any improvements as may currently exist may continue to exist, and additions thereto (to the extent being made to supplement a current use or a use that is permitted under this Agreement) may be made without additional approvals or actions by the City other than review and approvals as are customarily made by the administrative staff of the City as a part of the requirements and procedures to determine compliance with building codes of the City and for the purpose of issuing building and other permits as may be customary and required for the construction, occupancy and operation of any such addition.

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 Subdivision and each portion thereof to be used and developed for the uses and purposes described and permitted herein and to enable the Lots and the Outlot of the Subdivision to avail itself of the benefits therefor provided hereunder. The provisions of this Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Agreement. Where an area of development or a specific development requirement is addressed/included herein with respect to the Lots and the Outlot of the Subdivision, the City shall not impose additional or more restrictive requirements in connection therewith as a condition of special use, of administrative staff 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 Subdivision or upon any party or any of such party's successors with respect to the development/use of the any Lot of the Subdivision, 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 Agreement, such approval shall not be unreasonably withheld, conditioned, or delayed. In the course of the

conduct of the parties hereto with respect to each other in the performance of this Agreement, 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 Agreement shall inure to the benefit of, and be binding upon the successors of the parties hereto, 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 any Lot or the Outlot of the Subdivision (or any portion thereof) is sold, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this Agreement which affect the portion thereof being sold or conveyed; the grantee thereof shall be deemed to have, by its acceptance of the conveyance thereof or such portion thereof, assumed all of the rights and obligations under this Agreement, and thereafter the grantor of such grantee shall have no further obligations under this Agreement as it relates to the Lot or the Outlot of the Subdivision (or applicable portion thereof) as may have been conveyed.

G. Term of Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereafter be authorized by statute and by City ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Subdivision, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) years period. The expiration of the term of this Agreement shall not affect the validity of the zoning of any Lot of the Subdivision (or any portion thereof) or any ordinance enacted by the City pursuant to this Agreement.

H. Severability. If any provisions of this Agreement 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 Agreement 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 Subdivision 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 Agreement.

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 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 Agreement shall be commenced in the County of Peoria, State of Illinois. This Agreement 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 Agreement.

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

L. Notices. Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement 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 addresses 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 SJ Trust:	Srinivas Jujjavarapu, Trustee SJ Trust Agreement 13007 N. Woodland Ridge Dunlap, IL 61525 Fax #: _____
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 Wiebler:

Wiebler Family Limited Partnership
2505 North Texas Road
Trivoli, IL 61569
Fax #: _____

With copy to:

Karen Stumpe
Kavanagh, Scully, Sudow, White Frederick, PC
301 SW Adams, Suite 700
Fax #: 309 / 676-0324

M. Use Limitations and Changes; No Third-Party Beneficiary Relationship. The provisions and conditions of this Agreement are intended to inure to and shall be construed solely for the benefit of the parties hereto. By the execution of this Agreement, 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 Subdivision, nor are the parties intending to bestow upon any third party that is not a party to this Agreement any rights, benefits or privileges hereunder except as specifically provided herein.

N. Special Farm Use Valuation. The City acknowledges that the Lots of the Subdivision for many years have been (and currently continue to be) used for farming or other agricultural purposes. By reason thereof, the Subdivision (and each Lot thereof) has been and is entitled to a special benefit/formula for determining the assessed value thereof. The City agrees that, as long as a Lot or the Outlot of the Subdivision 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 Subdivision (or such part that continues to be farmed) for such special assessed valuation; and the City shall take no action inconsistent with the foregoing. To the extent that it is determined that such taxes are paid to the City in excess of what taxes would otherwise be levied and collected thereupon with the proper and appropriate application of such special benefit/formula, the city shall promptly rebate or pay to the respective owner thereof (as shall have had such excess levied and collected) the amount of such excess levy/collection.

O. No Joint and Several Liability. To the extent that the Lots of the Subdivision may be owned by different parties, it is expressly acknowledged that any covenants in this Agreement 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 an owner of a Lot (or any portion thereof) install a bike/walk path (e.g. along Orange Prairie Road, State Route 91, or any public street within the Subdivision) as otherwise may be required by applicable ordinance of the City, the owner thereof shall be alternatively permitted to pay the usual and customary "fee in lieu" for such improvements instead of being required to make the specific construction/installation thereof.

Q. Enterprise Zone. The City acknowledges that, under applicable Illinois law, the City has the ability to have, maintain and expand (within certain guidelines and limitations) a so-called Enterprise Zone. Under recent legislation of Illinois, the City is in the process of pursuing all procedural requirements to newly establish and/or re-establish the Enterprise Zone for the City. In this context, the City agrees to proceed with good faith and due diligence to provide to the Subdivision inclusion in such Enterprise Zone as soon as reasonably practicable so as to provide the Subdivision all of the benefits and privileges available to and for properties within the Enterprise Zone of the City.

R. Storm Drainage Management Fee; Maintenance Code Application. The City acknowledges that the City is currently imposing a so-called Storm Water Management Fee for purposes of defraying costs of storm water management facilities and operations within the City (the amount thereof being based upon the amount of impervious surface as exists from time to time over land parcels within the City). Until new development and/or additional buildings/improvements are placed upon any portion of a Lot within the Subdivision, no other portions of any Lots of the Subdivision shall be subject to or required to pay such Storm Water Management Fee (whether labelled or characterized as a fee, tax, assessment, expense or anything similar thereto). In addition, as to Lot 1 and Lot 6, the City agrees that, until new and/or additional development upon any portion of a particular Lot shall occur, no other portion of any Lot for which no new and/or additional development shall have occurred shall have the City codes and ordinances apply with respect to any and all maintenance requirements therefor (it being intended that the City shall, in such instances, only be able to enforce any such maintenance requirements as are currently applicable to the said Lot 1 and Lot 6 under the codes and ordinances of County of Peoria).

S. Trustee Exculpation. This instrument is executed by Srinivas Jujjavarapu, not personally, but as Trustee under the SJ Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of the Trustee to pay any indebtedness accruing hereunder or to perform any covenants either

express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against Trustee under this instrument shall be solely against and out of the property which is the estate of said Trust.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

(SIGNATURE PAGES FOLLOW)

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 **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 _____, A.D. 2018.

Notary Public

SJ Trust:

Srinivas Jujavarapu
Srinivas Jujavarapu, Trustee

STATE OF ILLINOIS)
COUNTY Peoria) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Srinivas Jujavarapu, personally known to me to be the Trustee under the provisions of the SJ Trust Agreement, 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 31st day of October, 2018.

Ronette J. Krusa
Notary Public



Wiebler:

Wiebler Family Limited Partnership,
An Illinois Limited Partnership

By: Wayne Wiebler

For: _____
Its General Partner

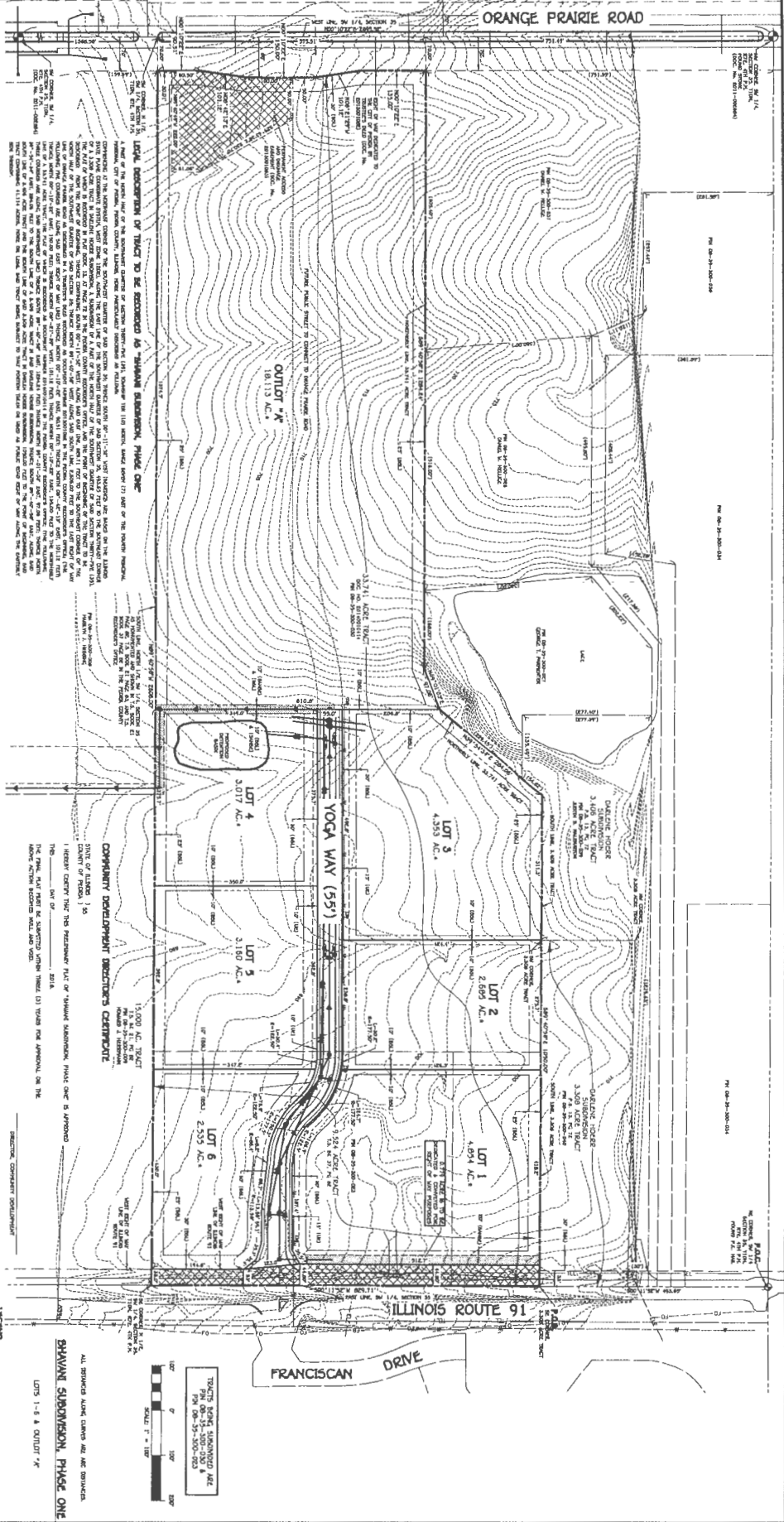
STATE OF ILLINOIS)
COUNTY Peoria) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, Wayne Wiebler, personally known to me to be the General Partner of Wiebler Family Ltd, the general partner of the Wiebler Family Limited Partnership, 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 30th day of October 2018.

Ronette J. Krusa
Notary Public





STAKEBOOKS CERTIFICATE

THESE STAKEBOOKS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY ACCURATELY REPRESENT THE TRUE AND CORRECT POSITION OF THE POINTS AND LINES SHOWN THEREON.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Peoria, Illinois, this 17th day of October, 2010.

 SURVEYOR

STATE OF ILLINOIS
 PEORIA COUNTY

GENERAL NOTES

1. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

2. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

3. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

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8. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

9. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

10. THE SUBDIVISION IS SHOWN ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHY AND THE LATEST AVAILABLE TOPOGRAPHIC MAP.

PROPOSED TRUNK STREET SECTION

LEGEND

- 1. LOT BOUNDARIES
- 2. LOT AREA
- 3. LOT DIMENSIONS
- 4. LOT CORNER MARKERS
- 5. LOT AREA CALCULATION
- 6. LOT DIMENSION CALCULATION
- 7. LOT CORNER MARKER CALCULATION
- 8. LOT AREA CALCULATION
- 9. LOT DIMENSION CALCULATION
- 10. LOT CORNER MARKER CALCULATION

SCALE 1" = 100'

DATE 10/17/10

PROJECT BHAVANI SUBDIVISION

LOT 1-6 & OUTLOT "A"

PRELIMINARY PLAT

PRELIM-1

DATE 10/17/10

PROJECT BHAVANI SUBDIVISION

LOT 1-6 & OUTLOT "A"

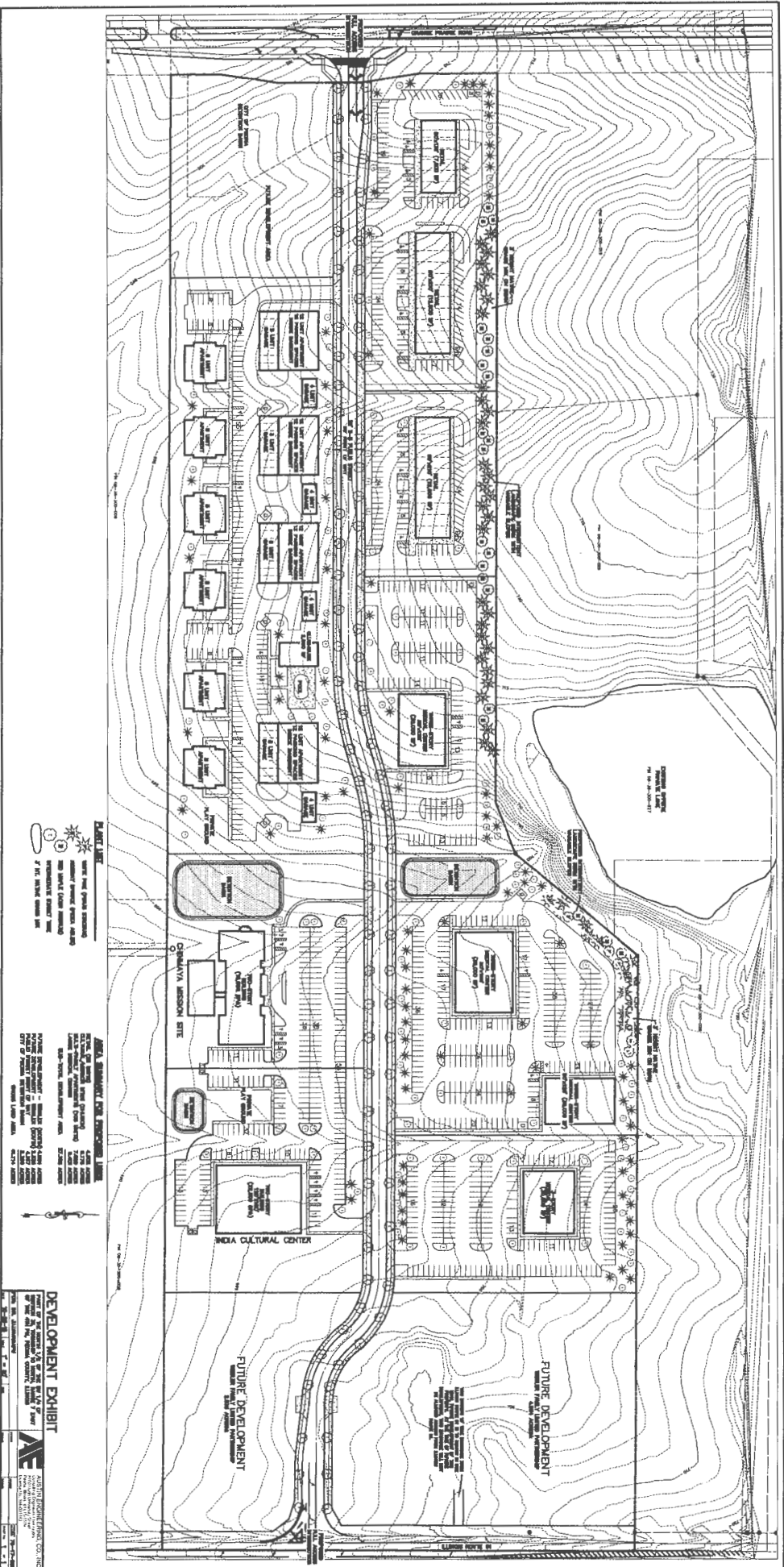
PRELIMINARY PLAT
BHAVANI SUBDIVISION

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), IN TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS

FOR: SRINIVAS JUJUMARAPU

AUSTIN ENGINEERING CO., INC.
 Consulting Engineers / Surveyors
 311 SW Water St., Suite 215
 Peoria, Illinois 61602
 License No. 184-001143

EXHIBIT "B"



DEVELOPMENT EXHIBIT

NE NATIONAL ENGINEERING CONSULTANTS

1250 P STREET, N.W., WASHINGTON, D.C. 20004

TEL: (202) 833-4300 FAX: (202) 833-4399

WWW.NECONSULTANTS.COM

DATE: 11/20/07

PROJECT: **INDIA CULTURAL CENTER**

LOCATION: **INDIA CULTURAL CENTER**

SCALE: AS SHOWN

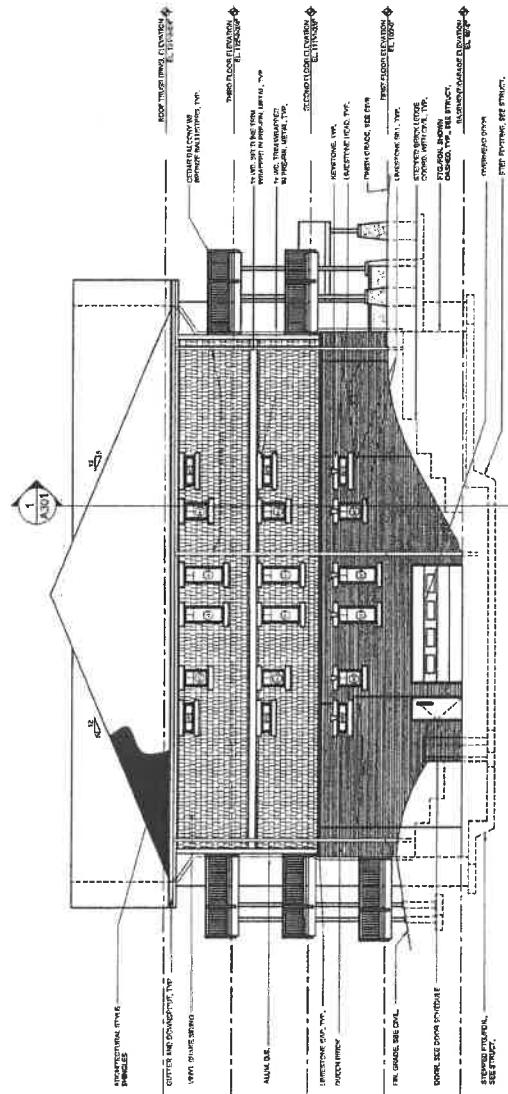
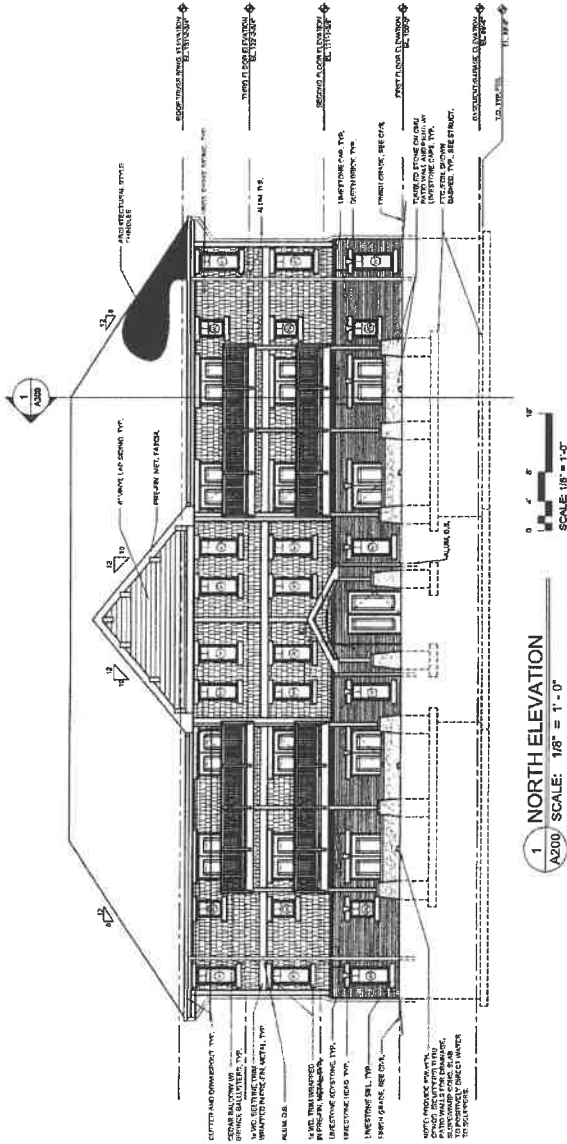
NO. OF SHEETS: 12

SHEET NO.: **12**

EXHIBIT "C"

EXTERIOR ELEVATIONS
CYPRESS RIDGE CONDOMINIUMS - BUILDING #1
CENTENNIAL DRIVE
EAST PEORIA, ILLINOIS

A200
SHEET



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DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____