



# PEORIA PLEASURE DRIVEWAY AND PARK DISTRICT

DEPARTMENT OF PLANNING, DESIGN, & CONSTRUCTION

1314 N. PARK ROAD PEORIA, IL 61604

TELEPHONE (309) 686-3386

FAX (309) 686-3383

## TRANSMITTAL / MEMO

**TO:** Ross Black  
Community Development Director  
City of Peoria  
419 Fulton  
Peoria, IL 61602

**DATE:** 3/10/17

**PROJECT TITLE:** Tawny Oaks IGA

**PPD PROJECT #:**

RETURN ENCLOSURE

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### We transmit:

herewith     under separate cover     per your request     **FAX:** \_\_\_ pages including transmittal

### For your:

approval     distribution     review and comment     record     use  
 information only

### The following:

drawings     contract     specifications     shop drawings  
 change order     other

### Original to follow under separate cover:

Yes     No

<b>COPIES</b>	<b>DATE</b>	<b>DESCRIPTION</b>
1	3/8/17	Intergovernmental Agreement Between PPD & City of Peoria – Tawny Oaks

### COMMENTS:

Ross-

Attached is your copy of the signed IGA.

Thanks again for your help on this.

Becky

**COPIES TO:**

**BY:** Rebecca Fredrickson

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PEORIA  
AND  
THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS  
FOR THE FURTHER DEVELOPMENT OF THE TAWNY OAKS & SINGING WOODS  
PROPERTY**

*gh* **THIS AGREEMENT** ("Agreement") is made and entered into on, and is effective as of, the 8 day of March, 2017 by and between the **CITY OF PEORIA** ("City") an Illinois home rule municipal corporation; and the **PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA** ("Park District"), an Illinois Park District.

**WITNESSETH:**

**WHEREAS**, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, together with the powers and authority granted to the parties under the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the parties hereto have the authority to enter into this Agreement for the purposes hereinafter set forth;

**WHEREAS**, it is in the best interests of the health, safety and welfare of the residents of the City and the Park District that the understandings and obligations herein set forth be established and performed;

**WHEREAS**, it is the desire and intent of the parties to subdivide the Raistrick Property (ID 09-08-400-019);

**WHEREAS**, the City has subdivision jurisdiction over the property as the property is within one and one-half mile of the City corporate boundary;

**WHEREAS**, the requested subdivision of the land is to enable the expansion of the Tawny Oaks & Singing Woods park development and will not be further developed;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Subdivision of Parcel 09-08-400-019**

- A. The City shall administratively approve a Survey Plat enabling parcel 09-08-400-019 to be subdivided into two parcels.
- I. Tract one shall be approximately 5.4 acres in size;
  - II. Tract two shall be approximately 9 acres in size.
  - III. Tract two shall be owned by the Park District and shall not be developed for non-park district uses;
  - IV. Tract one shall be privately owned.

2. **Miscellaneous.**

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

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

C. **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 address specified below:

If to the City:	City of Peoria Attn: City Clerk 419 Fulton Street Peoria, IL 61602
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With copy to:	City of Peoria Attn: Legal Department 419 Fulton Street Peoria, IL 61602
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If to the Park District:	Peoria Park District Attn: Executive Director 1125 W Lake Street Peoria, IL 61614
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Either party may from time to time change its notice address or addresses by written notice to the other party at the then current mailing address of the other party in accordance with the provision for notice as set forth in this paragraph.

D. **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.

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

F. **Opportunity to Cure Default.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or such other amount of time to which the parties may agree in writing.

G. **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties provided through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of a written amendment by the parties.

H. **Severability.** If any provision of this Agreement or its application to any person, entity or Property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF PEORIA, an Illinois Municipal Corporation**

**PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, an Illinois Park District**

By:

*[Handwritten Signature]*

By:

*[Handwritten Signature]*

Its: City Manager

Its:

*President*

Attest:

*[Handwritten Signature]*

City Clerk

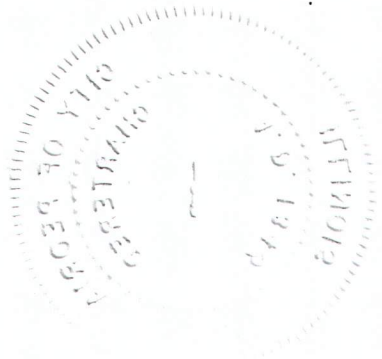
Legal Department:

*[Handwritten Signature]*

Community Development Department:

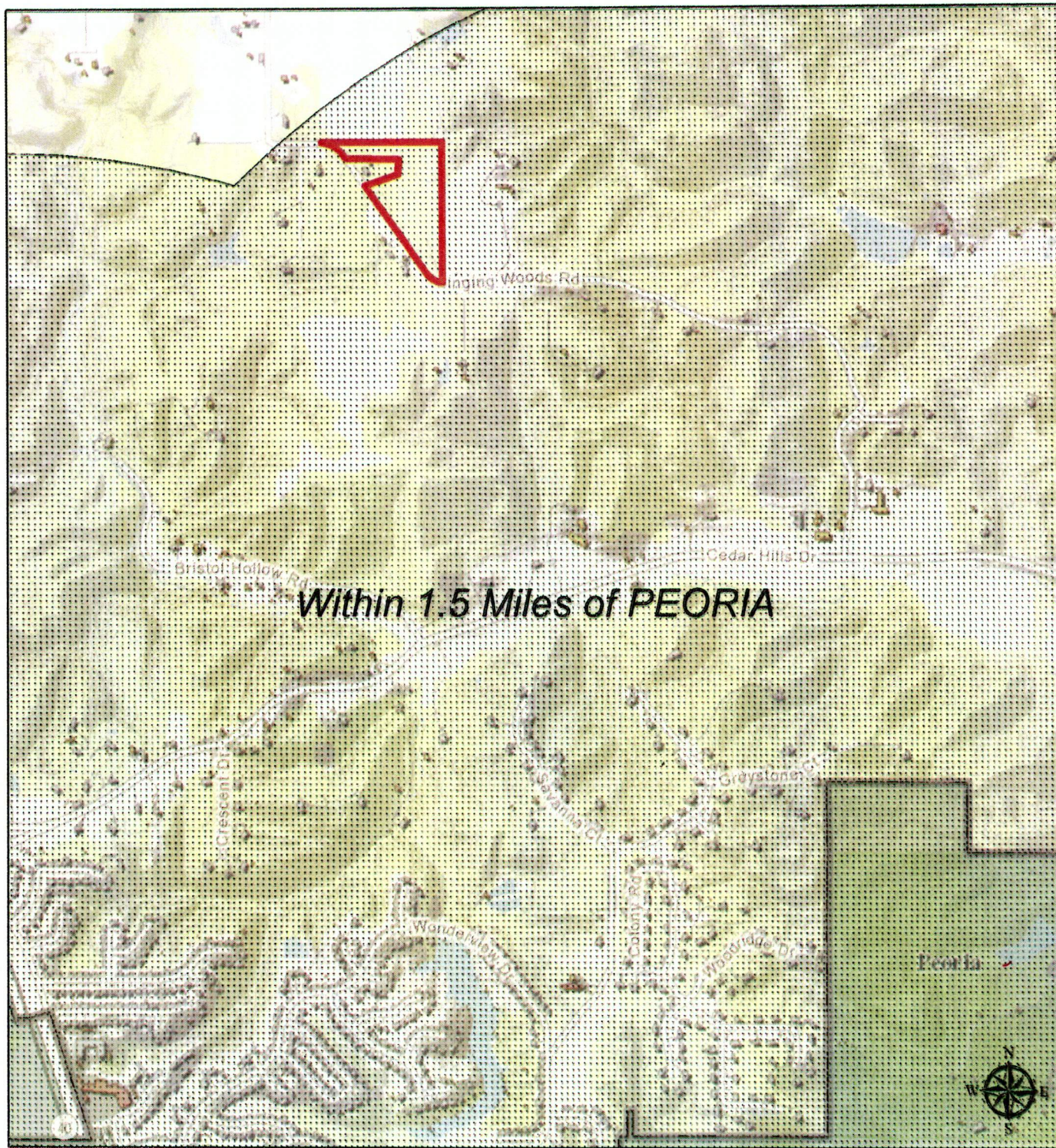
*[Handwritten Signature]*

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*Handwritten scribble*

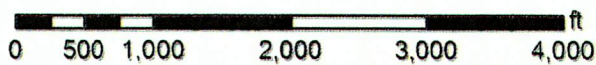
# Park District subdivision



**Within 1.5 Miles of PEORIA**



1 inch = 1,333 feet

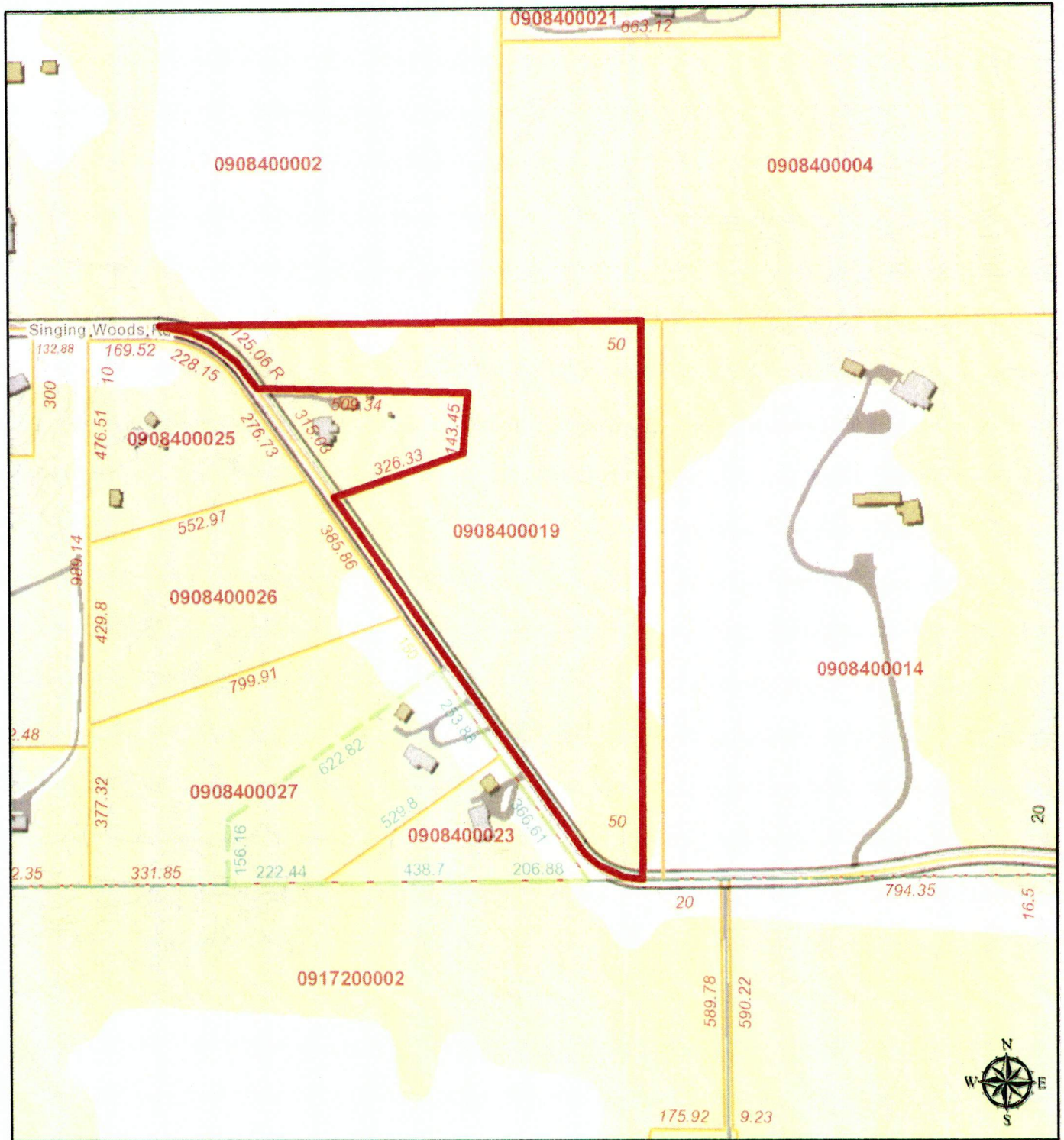


Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the 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

Peoria County, IL, HERE, USGS



# Park District subdivision detail



1 inch = 333 feet



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Peoria County, IL, HERE, USGS



**LEGAL DESCRIPTION**  
TRACT 1 - 5.3702 ACRES

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE 4TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE N00°27'00" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 378.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED, THENCE CONTAINING N00°27'00" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 841.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE S87°18'48" W, ALONG SAID NORTH LINE, A DISTANCE OF 664.38 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, THENCE S35°07'57" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 142.28 FEET, THENCE S87°18'48" W, A DISTANCE OF 483.82 FEET, THENCE S07°22'30" E, A DISTANCE OF 143.43 FEET, THENCE S74°17'03" W, A DISTANCE OF 305.17 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, THENCE S35°07'57" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 823.87 FEET TO THE POINT OF BEGINNING, CONTAINING 5.370 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION**  
TRACT 2 - 8.9842 ACRES

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE 4TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE N00°27'00" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 378.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED, THENCE CONTAINING N00°27'00" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 841.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE N89°22'30" W, ALONG SAID NORTH LINE, A DISTANCE OF 332.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE S07°22'30" E, ALONG SAID WEST LINE, A DISTANCE OF 128.15 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SHING WOODS ROAD, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1842.62 FEET AND AN ARC DISTANCE OF 143.38 FEET, THENCE N00°27'00" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 346.02 FEET TO THE POINT OF BEGINNING, CONTAINING 8.984 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

WE, THE OWNERS OF RECORD OF THE LAND SHOWN IN THE ATTACHED PLAT, DO HEREBY AUTHORIZE AND ACKNOWLEDGE THE CREATION OF THE TRACTS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTIONS. ALSO, TO THE BEST OF OUR KNOWLEDGE, THE DESCRIBED TRACTS ARE LOCATED IN DUNLAP SCHOOL DISTRICT NO. 323. IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THIS CERTIFICATE TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT I PERSONALLY KNOW TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT APPLICABLE BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE RECORDS IN MY OFFICE AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED IN THE ACCOMPANYING PLAT.  
GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

COUNTY CLERK

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

THIS TRACT SURVEY IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE PLAT ACT OF ILLINOIS (55 I.C.S. 5/5-1041) AND SECTIONS 3.14 ("SUBDIVISIONS"), 3.15 ("SUBDIVISION WAIVERS AND APPEALS"), 3.16 ("PLAT APPROVAL"), AND ARTICLE 6, SUBSECTIONS OF THIS CHAPTER 30 OF THE PEORIA COUNTY CODE. IT IS IN CONFORMANCE WITH THE GOALS AND OBJECTIVES OF THE COUNTY'S COMPREHENSIVE LAND USE PLAN.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

PEORIA COUNTY PLAT OFFICER

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

\_\_\_\_\_ PLAT APPROVING OFFICER FOR THE CITY OF PEORIA, DO HEREBY APPROVE THE ACCOMPANYING SURVEY PLAT IN ACCORDANCE WITH PROVISIONS OF STATE OF ILLINOIS COMPILED STATUTES CHAPTER 265, SECTIONS 205/1 AND 205/2, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

CITY OF PEORIA PLAT APPROVING OFFICER

STATE OF ILLINOIS )  
COUNTY OF PEORIA )

WE, ZUMWALT AND ASSOCIATES, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE SURVEYED A PART OF THE SE 1/4 OF SECTION 8, T10N, R8E, OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100 FEET.  
WE FURTHER CERTIFY THAT THE ABOVE TRACTS OF LAND ARE LOCATED WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE CITY OF PEORIA, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS ADMINISTRATIVE CODE AS NOW OR HEREINAFTER AMENDED.  
DATED THIS 20TH DAY OF OCTOBER, A.D. 2016.



BY \_\_\_\_\_ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2336  
LICENSE EXPIRATION DATE 11-30-16

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

**NOTES**

- TRACTS 1 AND 2 ARE PART OF PARCEL ID 09-08-400-018.
- THE 5.370 ACRE TRACT 1 IS TO BE COMBINED WITH PARCEL ID 09-08-400-018 TO THE WEST. THIS PARCEL IS NOT TO BE USED AS A SEPARATE BUILDING SITE, BUT ONLY USED AS ADDITIONAL PROPERTY FOR THE ADJOINING TRACT TO THE WEST.
- THIS TRACT SURVEY PLATING DOES NOT PROVIDE FOR, NOR IMPLY, ASSURANCE OF THE COMPATIBILITY FOR FUTURE CONSTRUCTION UTILIZING A PRIVATE SEWAGE DISPOSAL SYSTEM. A PERMIT SHALL BE OBTAINED FROM THE PEORIA CITY/COUNTY HEALTH DEPARTMENT PRIOR TO START OF CONSTRUCTION.
- THERE IS NO PUBLIC WATER PROVIDER TO THIS PARCEL. DEVELOPMENT OF THE PARCEL REQUIRES A WELL PERMIT FROM THE PEORIA CITY/COUNTY HEALTH DEPARTMENT BEFORE THE START OF CONSTRUCTION.
- ON OCTOBER 6, 2016, THIS PARCEL IS KNOWN TO BE ZONED A2 AGRICULTURAL DISTRICT.

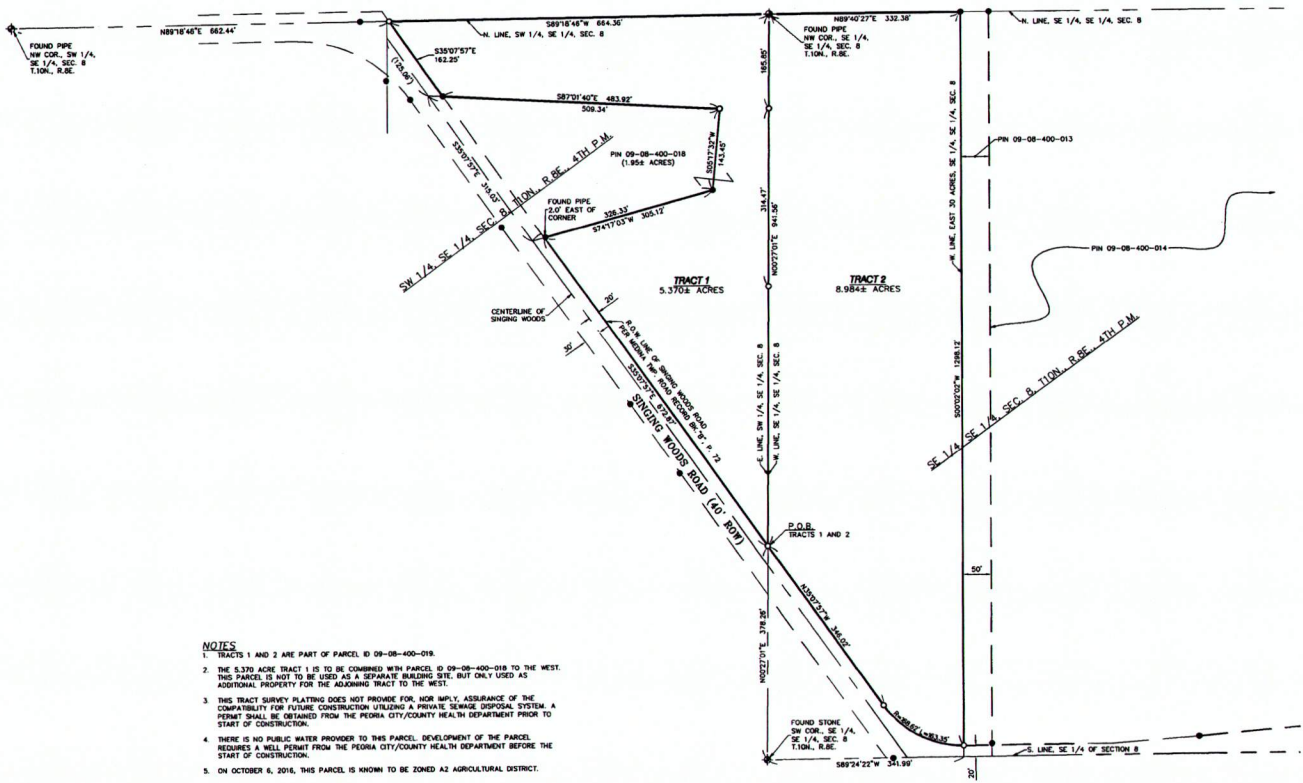
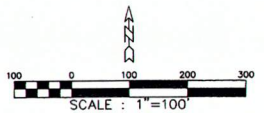
STATE OF ILLINOIS )  
COUNTY OF PEORIA )

THIS PLAT OF SURVEY HAS BEEN REVIEWED BY THE TOWNSHIP ROAD COMMISSIONER WITH RESPECT TO ROADWAY ACCESS, AND THE PLAT OF SURVEY MEETS THE SAFETY AND ACCESS CONTROL STANDARDS IN PEORIA TOWNSHIP.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWNSHIP ROAD COMMISSIONER

**LEGEND**

- FOUND SURVEY MARKER
- SET IRON PIPE
- (BSM) PREVIOUS DEED DISTANCE
- 346.02 ACTUAL FIELD MEASUREMENT
- P.O.B. POINT OF BEGINNING



DRAWN BY: M.J.F.
APPROVED BY: GRZ
DATE: OCTOBER 20, 2016
DWG: 20537-S-001
SURVEY BY: M.J.F.

**ZUMWALT & ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & REGISTERED LAND SURVEYORS  
1040 W. OLYMPIA DRIVE  
PEORIA, ILLINOIS • (309) 692-5074  
DESIGN FIRM REGISTRATION NO. 184-003189

**TRACT SURVEY PLAT**  
FOR  
**PEORIA PARK DISTRICT**

SHT. NO.  
**1 / 1**  
JOB NO. 20,537

FILE NO. 17-055