

RESOLUTION NO. 14-348
CITY OF PEORIA.

Peoria, Illinois August 26, 2014 ~~2013~~
~~XXX~~

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 09-31-129-001 AND 09-31-129-002, WITH AN ADDRESS OF 2713 W SECOND ST, PEORIA, IL

Resolved

WHEREAS, Terry Potter, owner of certain real estate located near the corporate limits of the City of Peoria, is desirous of entering into an agreement providing for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of entering into an agreement providing for the annexation of this real estate, said agreement attached hereto as "Attachment A"; and

WHEREAS, the City Council of the City of Peoria believes that the vicinity and general welfare of the City will be served by entering into this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Annexation Agreement was conducted, with proper notice, by the City Council on August 26, 2014, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

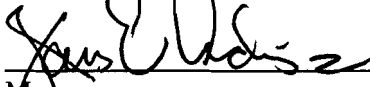
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the Mayor is hereby authorized to execute the Annexation Agreement attached hereto as "Attachment A" with the petitioner, and the City Clerk is hereby authorized to attest said agreement.

Section 2. This resolution shall be effective upon passage and approval according to law.


PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 26th DAY
OF August 2014.

APPROVED:



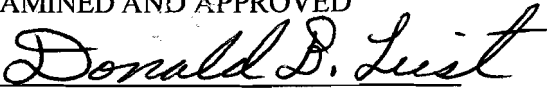
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

SEP 04 2014

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

This Document Prepared By:

FILED

SEP 04 2014

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

Mail To:

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

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this day of August 29th, 2014, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and TERRY POTTER, individually and TWO CAN DO, INC., an Illinois corporation, d/b/a LAST CHANCE BAR & GRILL (hereinafter collectively referred to as the "Owner").

RECITALS:

WHEREAS, the owner is the owner of record of the following described property attached hereto as "Exhibit A" (hereinafter referred to as the "Property"):

WHEREAS, the Property is located within the County of Peoria, Illinois ("County"), but is not within or contiguous to the current corporate boundaries of the City; and

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

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

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

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

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

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

1. **Annexation.** The City shall adopt such resolutions or ordinances as are required to annex the Property upon the Property becoming contiguous to the corporate limits. Annexation of the Property shall occur as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation. Annexation shall not occur until such time as the subject property is contiguous to City limits.
2. **Incentive-Taxes.** The City agrees to rebate the City-levied portion of the real estate taxes attributable to all annexed property provided that the City's duty to rebate to an Owner under this paragraph shall be terminated if a tract is developed by building any new buildings, a tract is sold or otherwise transferred by an Owner, or beginning on January 1, 2020 if the Property is then annexed; whichever comes first. Upon Annexation, and during the term of the real estate tax rebate period, the Owner of each tract shall pay the real estate taxes when due and shall promptly apply for a rebate of the City-levied portion of the real estate tax to the City Finance Department. The foregoing notwithstanding, and no point prior to Annexation of the Property, will any real estate taxes be levied against the Property by the City
3. **Incentives – City Liquor License.** Upon annexation, if the Owner or a tenant on the Owner's Property is in possession of a valid County and State Liquor License at the time of annexation, then the City shall provide its best efforts to process and issue an application for a liquor license and site approval of the Property at no charge to the owner.
4. **Zoning.** Upon the annexation of the Property to the City, the Property shall be classified R3 (Single Family Residential) as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.

The Owner acknowledges its obligation to submit to the City a request to rezone the subject properties as outlined below, and hereby incorporates its request for rezoning to C1 (General Commercial District) as a part hereof. No further or additional request shall be required of

Owner by City. The City agrees to process and provide its best efforts to issue the rezoning request per established process and protocol. If the Property is annexed and at the time of annexation, there are existing conditions that are not permitted under the zoning code or other development code that the City may adopt, the Property shall be allowed to maintain its status quo and qualify for nonconforming status.

- A. The Properties identified as Tax Parcel ID # 09 31 129 001 & 09 31 129 002 shall be classified as C1, General Commercial District.

5. General Provisions.

- A. The provisions of this Annexation Agreement shall control over the provisions of any Ordinances, Codes or Regulations which are in conflict herewith.
- B. This Annexation Agreement shall be binding upon the successor owners of record of the Property, electors residing within the Property, and upon successor municipal and governmental authorities.
- C. Non-agricultural development of the site will require connection to public water and public sewer, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.
- D. This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.
- E. In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred, whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.
- F. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.
- H. This Annexation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.
- I. This Annexation Agreement may be amended by mutual consent of the parties.
- J. This Annexation Agreement shall be in effect for a period of twenty (20) years from the

date hereof.

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

THE CITY OF PEORIA, a Municipal Corporation

By: [Signature]

Attest: Beth Ball

By: City Clerk

Examined and approved by:

Donald P. Leist

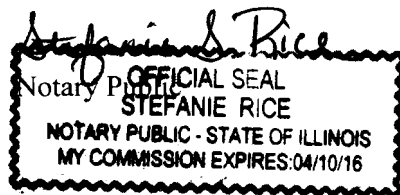
Corporation Counsel

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jim Ardis, personally known to me to be the Mayor of the City of Peoria, and Beth Ball, personally known to me to be the City Clerk of the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Peoria for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of September, 2014

FILED
SEP 04 2014
R. STEVE SONNEMAKER
PEORIA COUNTY CLERK



TERRY POTTER +, Owner of Record:
TWC CAN CO, INC

By: Terry Potter

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

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

Given under my hand and notarial seal, this 16 day of July, 2014



Terry L Garber
Notary Public

FILED

SEP 04 2014

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

EXHIBIT A

All OF Lots 7, 8, 9 and 10, all in Block Four (4) in the Town of Alta, Peoria County, Illinois.

Tax I.D. No.: 09-31-129-001; 09-31-129-002

Property Address: Alta, Illinois