RESOLUTION NO.

CITY OF PEORIA.

Peoria, Illinois

2017

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBER 08-35-100-033, WITH AN ADDRESS OF W GRANGE HALL ROAD, PEORIA, IL
Resolved
WHEREAS, Mark Larson, 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 June 27, 2017, and there has been compliance with all provisions of 65 ILCS 5/7-1 <i>et seq</i> .
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 subject to the following condition:
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 DAY OF 2017.
APPROVED:
Mayor ATTEST:
City Clerk
EXAMINED AND APPROVED

Corporation Counsel

This Document Prepared By:

Ted Clark, Architect 225 Deer Lakes Dr. Goodfield, IL 61742 309-242-2047

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 Thirtieth day of May, 2017, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and Mark Larson (hereinafter referred to as the "Owner").

RECITALS

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

WHEREAS, the owner is the sole owner of record of the following described property attached hereto as "Exhibit B" (hereinafter referred to as the "Development") and is included within the Property.

WHEREAS, the Property is located within the County of Peoria, Illinois ("County") and is contiguous with the 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 as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation.
- 2. Zoning. Upon the annexation of the Property to the City, the Property shall be classified in the following described zoning classification as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.
- A. The Development shall be classified as C1, General Commercial. The remainder of the Property shall be classified as R3, Single-Family Residential District.

3. 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, sediment, and storm water 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 Agreement.
- H. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.
- I. This 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.
- K. Subdivision Plat. The DEVELOPMENT shall be developed in accordance with a Final Plat that shall be submitted to and approved by the CITY OF PEORIA in accordance with the legal requirements of the CITY. The Final Plat shall retain the characteristics of the approved Preliminary Plat and shall be in substantial compliance with Exhibit C.
- Development shall be developed as a Special Use for Outdoor Recreation that shall be submitted to and approved by the CITY OF PEORIA in accordance with the legal requirements of the CITY. The Development shall be in substantial compliance with the proposed Exhibits Labeled D, E, F & G and Details as itemized below. The parties agree that the building materials listed on Exhibit E and the items listed below shall be reviewed by the Zoning Administrator and approved through administrative review before implementation. Should the Owner not agree with the administrative decision, the Owner may appeal the administrative decision to the City Council.
 - a. The "Secured Play Area" can be used for a Toddler Kart Track, Inflatable
 Attraction, SuperSlide, PlayGround, Climbing Gym, and Obstacle Course.
 - b. The "Batting Cages" can be expanded into the Secured Play Area defined by dashed lines on Exhibit D.
 - Kart Track layouts may be modified but their paved areas will not exceed
 48.000 square feet.
 - d. The Dune Buggy Course is not paved and Is defined by a wood barrier

system.

- e. The Batting Cages may include a canvas panel over the Batter's Plate instead of the netting shown in the illustration, Exhibit F.
- f. Waiver for a side yard fence height limitation for the 17' tall Batting

 Cage enclosure that is approaching 6 feet from the property line.
- g. Waiver for the Light Pole Height at the **G**o Kart and Dune Buggy Tracks to be equal to the 40' Light Pole Height limitations for the Parking Lot.

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

THE CITY OF PEORIA, a Municipal Corporation	1
Ву:	
Attest:	
Ву:	<u> </u>
Examined and approved by:	
Corporation Counsel	_
STATE OF ILLINOIS)) SS.	
I, the undersigned, a Notary Public, in a HEREBY CERTIFY that	and for said County, in the State aforesaid. DC personally known to me to be the Mayor, personally known to me to be the City ubscribed to the foregoing instrument, appeared knowledged that as such Mayor and City Clerk as Mayor and as City Clerk of said Municipal Corporation to be affixed thereto, pursuant of the City of Peoria for the uses and purposes this day of 20
Mah A. C.	Notary Public
Mark Larson, Owner of Record:	_
By: Madeline T. WHY	_
STATE OF ILLINOIS)) SS. COUNTY OF PEORIA)	
HEREBY CERTIFY that WAYK A LAY I the same person whose name is subscribed to	the foregoing instrument, appeared before me igned, sealed and delivered the said instrument ourposes therein set forth.
Madelma T. Wolf	Notary Public
Page	"OFFICIAL SEAL" Madeline T Wolf Notary Public, State of Illinois My Commission Expires 5/4/2019

ANNEXATION AGREEMENT LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35, THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 778.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 70.00 FEET, TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

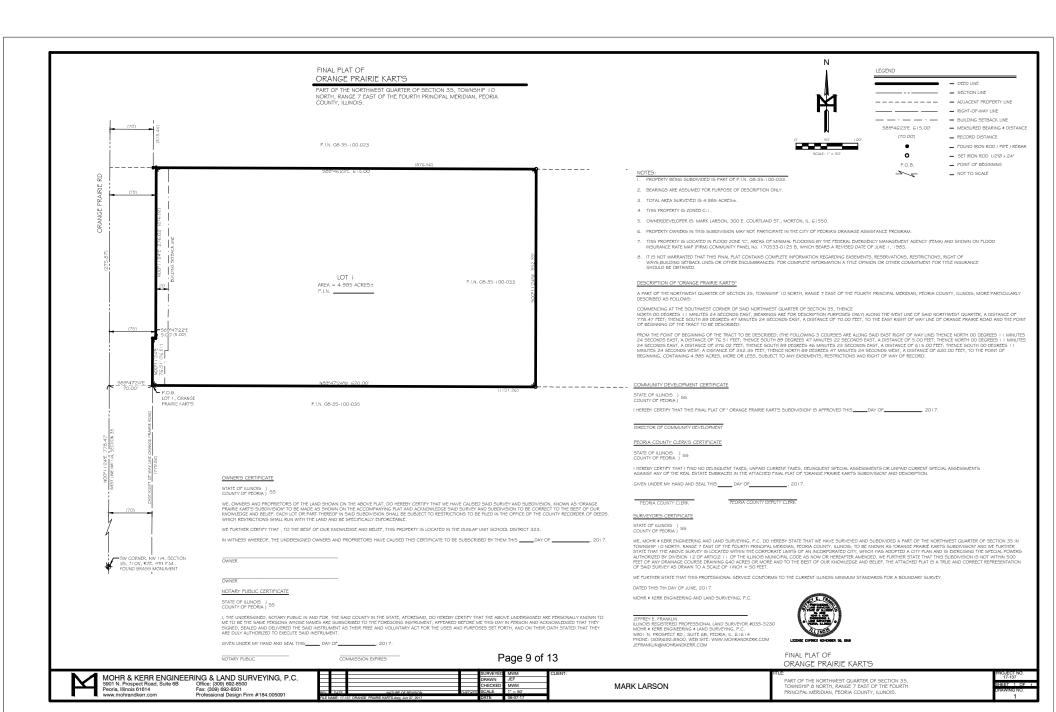
FROM THE POINT OF BEGINNING; (THE FOLLOWING 3 COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 76.51 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 276.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 23 SECONDS EAST, A DISTANCE OF 1146.09 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 352.35 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 1151.09 FEET, TO THE POINT OF BEGINNING, CONTAINING 9.3 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS. RESTRICTIONS AND RIGHT OF WAY OF RECORD.

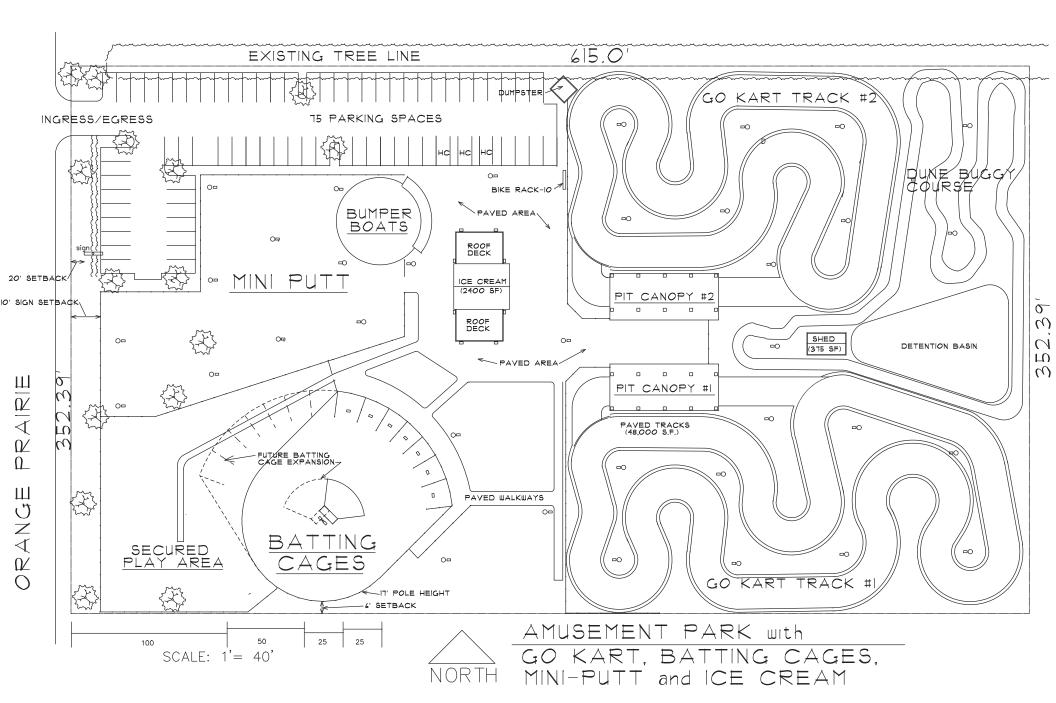
REZONING, SUBDIVISION PLAT AND SPECIAL USE LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

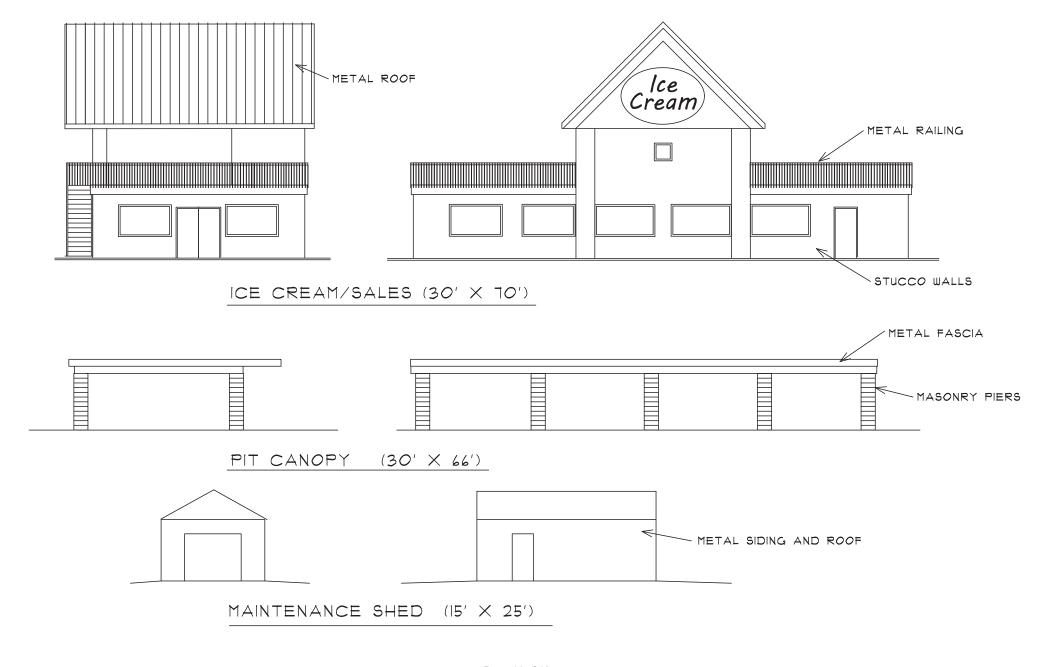
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FROM THE POINT OF BEGINNING; (THE FOLLOWING 3 COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 76.51 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 276.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 23 SECONDS EAST, A DISTANCE OF 615.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 352.35 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 620.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.985 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.





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EXHIBIT F



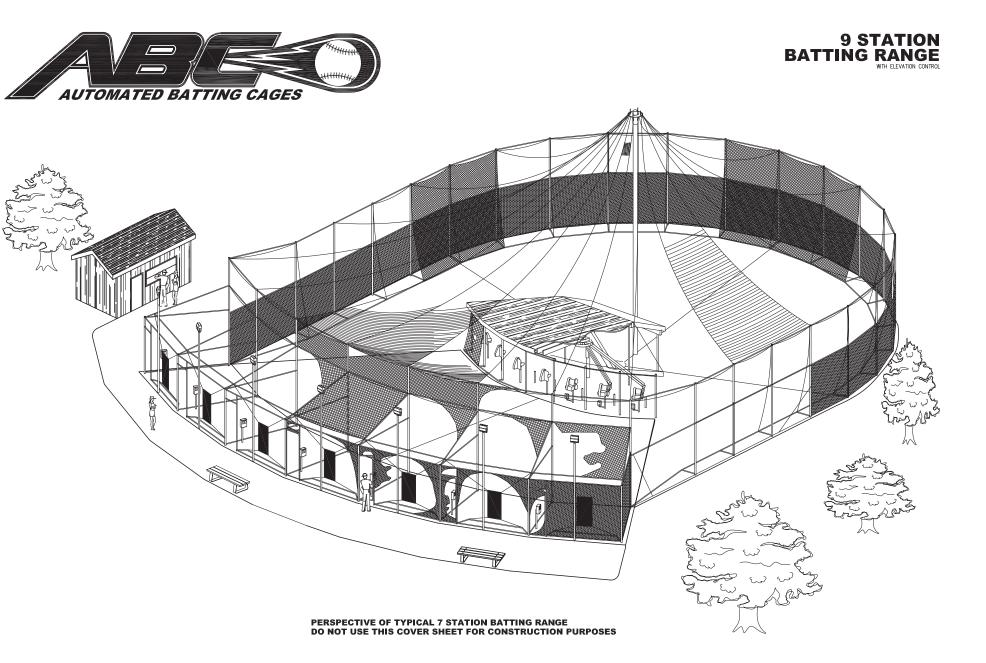
REVISION ABC ABC

4/15/2015

8811 HUFF AVE NE. SALEM, OR. 97303 **AUTOMATED BATTING CAGES**

CUSTOMER INFO:





Site Plan Data Summary, Amusement Park

Lot Size: 5 Acres

Setbacks

Front: 20' Sides & Rear 0'

Parking:

Provided Spaces: 75
Spaces at 8 1/2' x 18 1/2' 72
Accessible Spaces 3
Aisle width 24'
Bike Spaces 3+

Calculation Summary:

2100 SF Ice Cream = 21 spaces Staff = 4 spaces

Patrons:

Mini Putt 72 Batting Cages 18 Karts <u>60</u>

150 / 3 = 50 spaces

Total Required Spaces = 75

Landscaping

Front $352.39^{\circ}/2 = 176$ points required

Intermediate Shade Trees 15 pts x 12 = 180 pts

30" tall hedge at parking

Parking Lot: 75 points required

Shade Trees 20 pts x 4 = 80 pts

Lighting Requirements:

Parking Lot:

Surface Minimum ½ fc Average-to-Minimum uniformity ratio 5:1

Pedestrian Areas:

Average at ground level: 3 fc
Canopy maximum lighting: 25 fc
Maximum Level at Lot Line: ½ fc

Luminaire Control Specification:

-Pole-Mounted: "Full Cut-Off"

-40' max. at Parking Lot and Kart Tracks

-15' max. at pedestrian walkways & activities

-Wall Packs:, "Shielded"

Estimated Traffic Generation:

-35 Car Arrivals/Hour

-35 Car Departures/Hour