# RESOLUTION NO.

CITY OF PEORIA.

Peoria II	linois	October	24	2017
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17-322-A

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 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 subject to the following condition:

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

Mayor

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 24th DAY OF October 2017.

APPROVED:

ATTEST:

City Clerk

**EXAMINED AND APPROVED** 

Corporation Counsel

FILED

NOV 9 9 2017

R. STEVE SONNEMAKER PEORIA COUNTY CLERK This Document Prepared By:

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

2017 JUN -9 P 2: 37

Beth Ball

Mail To:

City of Peoria Community Development Department 419 Fulton Street, Room 300 Peoria, Illinois 61602-1217 FILED
NOV 2 2 2017
R. STEVE SONNEMAKER

### 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 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. <u>Annexation</u>. 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 Property shall be classified as C1, Commercial.

### 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 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. The "Batting Cages" can be expanded into the area defined by dashed lines on Site Plan dated 5/30/2017.
- L. Areas defined as "Mini-Putt #2", "Minor Activity", and "Batting Cages Expansion Area" can be used for Toddler Kart Track, Inflatable Attraction, SuperSlide, PlayGround, Climbing Gym, Obstacle Course, and similar attractions.
- J. Kart Track layouts can be modified but paved area will not increase.

- K. "Pit Canopy" may have a gable roof with a pitch less than 6.
- L. The "Go Kart Track #2", or portions of "Go Kart Track #2" can be used as a "Dune Buggy Course".
- M. Waiver for a side yard fence height limitation for the "Batting Cages" enclosure adjacent to the property line.
- N. The "Batting Cages" may include a rain shedding roof over Batter's Plate.
- O. Waiver for the Light Pole Height for the "Go Kart Tracks" to be equal to Light Pole Height limitations for "Vehicular Areas".
- P. Attachments to this agreement are Site Plan, Elevations, Batting Cage Illustration, and Site Plan Data Summary.



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

forth above.	
THE CITY OF PEORIA, a Municipal Corporation	
Byllic	
Attest Authority Andrews	
By: Dette Grel	
	FILED
Examirred and approved by:	
Donald 8. Leist	NOV 2 2 2017
Corporation Counsel	R. STEVE SONNEMA PEORIA COUNTY CLER
STATE OF ILLINOIS ) ) SS.	OSNIY OLEA
COUNTY OF PEORIA )	
I, the undersigned, a Notary Public, in and for said Content of the HEREBY CERTIFY that	
of the City of Peoria, and Beth Ball person	onally known to me to be the City
Clerk of the City of Peoria, whose names are subscribed to the	e foregoing instrument, appeared
before me this day in person and severally acknowledged that	
they signed and delivered the said instrument as Mayor and	The same of the sa
Corporation, and caused the seal of said Municipal Corporation	
to authority given by the corporate authorities of the City of P	eoria for the uses and purposes
therein set forth.  Given under my hand and notarial seal, this 17+4day o	of November 2017.
A A O A	7 60 EMBET , 20 17.
Daniel J. Syllivan	abbeton Dublic
nd. It	SNotary Publica
May He laws	<pre>     DANIEL J SULLIVAN</pre>
Mark Larson, Owner of Record:	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/20/18
By: Madeline T. WHY	······································
STATE OF ILLINOIS ) ) SS.	
COUNTY OF PEORIA )	
I, the undersigned, a Notary Public, in and for said Co	
	, personally known to me to be
the same person whose name is subscribed to the foregoing	
this day in person and acknowledged that he signed, sealed as his free and voluntary act, for the uses and purposes therein	
Given under my hand and notarial seal, this 3 day o	
Madelme T. Wolf	Notary Public
"OFFICIAL	SEAL"
Madeline Madeline	SEAL" { T Wolf {
Notary Public. St	tate of Illinois
My Commission Ex	**************************************

### LEGAL DESCRIPTION OF "ORANGE PRAIRIE KART'S"

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 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.

## 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 60

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

Parking Lot: 75 points required

Intermediate Shade Trees 15 pts x 5 = 75 pts

**Lighting Requirements:** 

Parking Lot:

Surface Minimum

42 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' at Parking Lot and Kart Tracks

-15' at pedestrian walkways and Mini-Putt

-Wall Packs:, "Shielded"

**Estimated Traffic Generation:** 

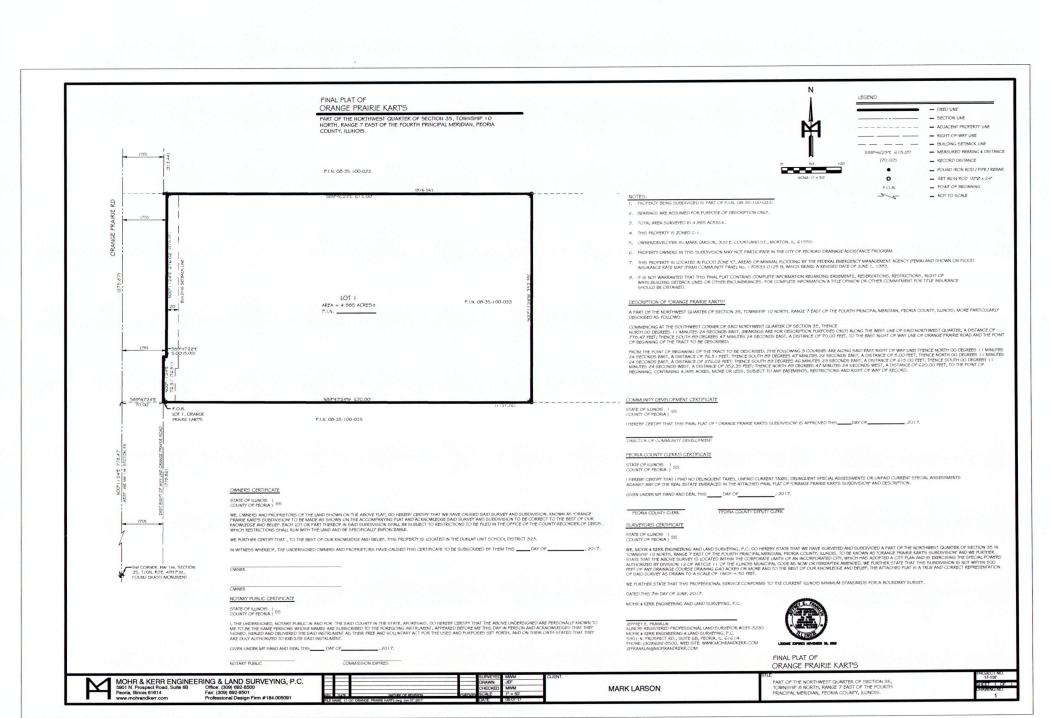
-35 Car Arrivals/Hour

-35 Car Departures/Hour

### **Requested Waivers**

### From Annexation Agreement

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ICE CREAM/SALES (30' X 70')

# WAIEU BAIIING CAGES