



February 7, 2007

Bob Hall
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria, IL 61602

RE: Case No. CPC 06-II
ANNEXATION OF 10225 N KNOXVILLE AVENUE

Please be advised that on Tuesday, December 19, 2006, the City Council approved the following:

RESOLUTION NO. 06-727-A ADOPTING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 10225 N. KNOXVILLE AVENUE, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 09-32-126-018 AND 09-32-126-010, LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS; AND

ORDINANCE NO. 16,044 ANNEXING TERRITORY CONTIGUOUS TO THE CITY OF PEORIA LOCATED AT 10225 N KNOXVILLE AVENUE (CPC 06-II) [District 5]

This request was approved as outlined in the attached copies of the approved documents. If you have any questions, please contact me at 494-8667.

Sincerely,

A handwritten signature in cursive script that reads 'Leah Allison'.

Leah Allison, AICP
Senior Urban Planner

LA/ps

Attachments

RESOLUTION NO. 06-727-A

CITY OF PEORIA.

Peoria, Illinois _____ December 19 _____, 2006 _____

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 10225 N. KNOXVILLE AVENUE, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 09-32-126-018 AND 09-32-126-010, LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Petitioner Better Banks, an Illinois Banking Corporation, is the 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 December 19, 2006, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

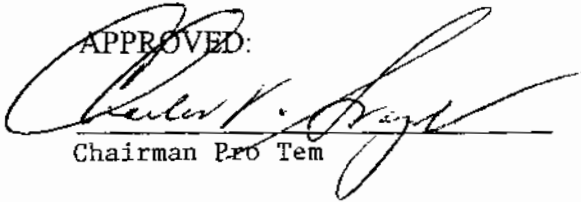
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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

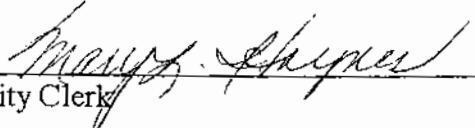
Section 2. This resolution shall be effective upon passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 19TH DAY OF DECEMBER 2006.

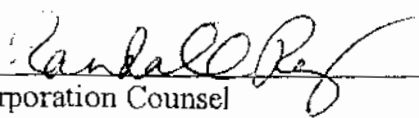
APPROVED:


Chairman Pro Tem

ATTEST:


City Clerk

EXAMINED AND APPROVED


Corporation Counsel

FILED

JAN 09 2007

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT - -
Peoria County

THIS DOCUMENT PREPARED BY
and
AFTER RECORDING MAIL TO:

ROBERT C. HALL
MILLER, HALL & TRIGGS
416 Main Street, Suite 1125
Peoria, Illinois 61602-1161

FILED

JAN 09 2007

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of the 28th day of DECEMBER, 2006, by and between the **CITY OF PEORIA**, an Illinois municipal corporation, ("City"), by and through its Mayor and the Members of its City Council (hereinafter sometimes referred to collectively as the "Corporate Authorities"); and **BETTER BANKS**, an Illinois banking corporation ("Better Banks");

WITNESSETH:

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

A PART OF LOTS 53, 54, 55, 56, 57 AND 58 AND A PART OF A VACATED ALLEY LYING ADJACENT TO SAID LOTS IN MT. HAWLEY MANOR, BEING A SUBDIVISION OF A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 8 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE SOUTH 00°-00'-27" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WEST LINE OF SAID LOT 58, A DISTANCE OF 6.49 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 00°-00'-27" EAST ALONG THE WEST LINE OF SAID LOT 58, A DISTANCE OF 156.01 FEET TO A POINT ON THE CENTERLINE OF A VACATED ALLEY; THENCE NORTH 89°-59'-33" EAST ALONG THE CENTERLINE OF A VACATED ALLEY, A DISTANCE OF 250.05 FEET; THENCE SOUTH 00°-00'-27" EAST, A DISTANCE OF 87.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 53; THENCE NORTH 89°-57'-45" EAST ALONG THE SOUTH LINE OF SAID LOT 53, A DISTANCE OF 160.33 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 40; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 40 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 9610.00 FEET FOR

AN ARC DISTANCE OF 35.00 FEET; THENCE NORTH 45°-01'-42" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 40, A DISTANCE OF 56.52 FEET; THENCE NORTH 00°-00'-27" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 40, A DISTANCE OF 174.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 55; THENCE SOUTH 89°-59'-33" WEST ALONG THE NORTH LINE OF SAID LOT 55 AND LOT 56, A DISTANCE OF 215.05 FEET TO THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH 00°-00'-27" EAST ALONG THE WEST LINE OF SAID LOT 56, A DISTANCE OF 11.45 FEET; THENCE NORTH 88°-47'-55" WEST, A DISTANCE OF 235.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.981 ACRES, MORE OR LESS, SITUATED IN PEORIA COUNTY AND STATE OF ILLINOIS.

Tax ID Numbers: 9-32-126-010 and 9-32-126-018

WHEREAS, the Better Banks Property is contiguous (as that term is defined as a matter of law with respect to applicable requirements for the annexation of real estate) with the corporate limits of the City;

WHEREAS, the City and its Corporate Authorities, after due and careful consideration, have concluded that the annexation of the property to the City on the terms and conditions herein set forth would serve the best interests of the City;

WHEREAS, there are no electors residing upon or within the Better Banks Property;

WHEREAS, this Agreement was submitted to the Corporate Authorities for a public hearing as required by law;

WHEREAS, all notices as required by law have been sent by the City to all entities to whom such notices may be required by law to be given;

WHEREAS, 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;

WHEREAS, the City after due deliberations have, by resolution, duly adopted and approved this Agreement;

WHEREAS, Better Banks as owner of the Better Banks Property has filed a Petition for Annexation (the "Petition") for the Better Banks Property, such Petition being subject to approval and execution of this Agreement by the City;

WHEREAS, Better Banks has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the City, including without limitation the stipulated entry of an order vesting title to various tracts of real estate to and for the benefit of the Department of Transportation of the State of Illinois (those tracts of real estate adjoining [and formerly forming a part of] the Better Banks Property), for purposes in the improvement of public highways adjoining the Better Banks Property;

WHEREAS, consistent with the above, the City is willing, and desires, to cooperate with Better Banks in providing and clarifying various applicable laws and regulations to the future development of the Better Banks Property;

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

1. **Authoritative Law; Enactment of Resolutions/Ordinances.** This Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the Better Banks Property as described above shall be annexed to the City pursuant to the Petition and pursuant to the procedure for annexation as set forth in 65 ILCS 5/11-15.1-1, et seq. and pursuant to the terms of this Agreement. The Corporate Authorities upon execution of this Agreement by Better Banks shall, unless previously so provided, enact (without further hearing) ordinances annexing the Property to the City, subject to and consistent with this Agreement.

2. **Zoning.** Upon annexation of the Better Banks Property to the City, the Better Banks Property shall be classified as a C-2 (commercial) zoning district, with the right of Better Banks and any successors in interest to be able to use the Better Banks Property for any use permitted thereby (including without limitation a financial institution with drive-up window/service facility). The City agrees that no amendment to the City ordinances or regulations as may hereafter be enacted shall be applied to be more restrictive to the Better Banks Property or to the ability of Better Banks to develop the Better Banks Property in accordance with the City's ordinances and regulations currently in force and effect.

3. **Sanitary Sewage.** The parties acknowledge and recognize that there is presently not available to the Better Banks Property any public sanitary sewer lines that can provide public sanitary sewage disposal service to and for the Better Banks Property. Notwithstanding the foregoing, however, public sanitary sewer lines to provide such service are presently being installed by the Department of Transportation for the State of Illinois as a consequence of the taking of the various tracts of real estate formerly forming a part of the Better Banks Property (to which reference has been made earlier hereinabove). The City has reviewed and determined that the plans for the installation of such public sanitary sewer line are acceptable; and the City agrees to mutually assist and cooperate with Better Banks, the Department of Transportation for the State of Illinois, and the Greater Peoria Sanitary Sewage and Disposal District with respect to the installation of such public sanitary sewer line (provided, however, that the foregoing shall not require the City to pay any expense for the actual installation and providing of such public sanitary sewer line).

4. **Special Provisions Regarding Development/Uses.** The parties acknowledge and recognize that there are a building and other improvements currently situated upon the Better Banks Property which may not be in conformance with the current laws and regulations of the City. In addition thereto, the parties desire to clarify and/or confirm various understandings and agreements by and between the parties with respect to the future development and use of the Better Banks Property. Consistent with the foregoing:

A. **Existing Uses.** Notwithstanding the zoning classifications or other permits and approvals to be established or issued for the Better Banks Property pursuant to this Agreement, and notwithstanding any other provisions herein to the contrary, the present use of the Better Banks Property shall be permitted to continue (together with accessory uses as may customarily be appurtenant thereto).

B. **Existing Improvements.** To the extent that there currently exists any buildings or other improvements upon the Better Banks Property, such improvements and buildings (and any uses thereof as are permitted hereby) shall be conclusively deemed to be legally conforming instead of non-conforming even though such improvements/uses may not comply with the then existing laws and regulations of the City. With respect to the foregoing, the benefits and application of laws and regulations of the City with respect to any future changes or additional developments/renovations of the Better Banks Property and/or the improvements thereon shall at all times during the term of this Agreement be treated as legally conforming in that, among other things, the City shall not require compliance with then applicable laws or regulations for

the existing improvements/uses as a condition for any future changes thereto or for additional developments/renovations of the Better Banks Property. Further, to the extent that any laws or regulations as may otherwise be applicable to any new or additional development of the Better Banks Property, such rules and regulations shall only apply to the new and additional development (as though it were a separate and free standing parcel), and existing improvements/uses shall not similarly or also have to comply with such laws and regulations as a condition to such additional improvement or development.

C. Setback Requirements. Consistent with the development of the Better Banks Property as has heretofore taken place, there shall be no setback requirement (i.e. distance between any street right of way and the nearest structure or improvement as may be currently located upon the Better Banks Property or as may in the future be installed) upon or for the Better Banks Property.

D. Access. The City acknowledges that improvements providing for the ingress and egress of the existing improvements/use of the Better Banks Property to and from Alta Road are being negotiated and constructed by and pursuant to arrangements between Better Banks and the Department of Transportation for the State of Illinois. To the extent that the Department of Transportation for the State of Illinois and Better Banks reach agreement in connection therewith, the City agrees that it will not impose upon Better Banks any other requirements in connection therewith. Further, and subject to any consents or approvals as may be required by the Department of Transportation for the State of Illinois, the City agrees that Better Banks and the Better Banks Property shall be entitled to an additional similar access to and from Alta Road between the public street known as Eva Lane and such access presently being negotiated and constructed pursuant to arrangements with the Department of Transportation for the State of Illinois. Such additional access shall generally be located across from that existing concrete approach upon the property north of the Better Banks Property which bounds upon the northerly right of way of Alta Road.

In connection with the later development by Better Banks of that portion of the Better Banks Property at the southeast intersection of Eva Lane and Alta Road, the City agrees that an access to and from the Better Banks Property and Eva Lane shall be allowed and permitted without the imposition of special requirements in connection therewith (including, without limitation, signalization at the intersection of Alta Road and Eva Lane, or any acceleration or deceleration lanes along Alta Road or Eva Lane); provided, however that the following shall nevertheless apply with respect to any such access at Eva Lane:

i. The nearest edge of pavement of the approach of the access would be no closer than fifty (50) feet from the edge of pavement of Alta Road;

ii. The area between the most southerly point of the access to Eva Lane through to Alta Road would be widened by, and at the cost of, Better Banks to a width of thirty-four (34) feet (constructed with a structural coefficient of 3). South from the most southerly point of this access, Eva Lane would be appropriately tapered to the existing pavement unless the installation of such widened portion of Eva Lane would be installed as a part of an over all larger improvement of Eva Lane between Richmar Road and Allen Road (in which case the entire length of Eva Lane would be expected to be similarly widened to thirty-four (34) feet). With respect to the latter possibility, Better Banks (when Eva Lane is widened for its full length to Richmar Road) would either relinquish its access to Eva Lane or would contribute a proportionate share (based upon the linear feet of the Better Banks Property along Eva Lane) towards the actual costs incurred for the thirty-four (34) foot widening thereof. In computing such costs and the proportionate share for which Better Banks would be responsible, such costs shall only include the costs for the installation of the roadway and not the installation of any utility services or other infrastructure as may be installed contemporaneously with (and as a part of) the upgrading/installation of the improved Eva Lane.

iii. The only vehicular movements with respect to this Eva Lane access shall be: (a) right-out only into northbound traffic along Eva Lane; and (b) left-in only from southbound traffic along Eva Lane into the Better Banks Property. Consistent with the foregoing, no left-out egress from the Better Banks Property shall be permitted onto Eva Lane without the written approval of the City. Better Banks shall, in consultation with the Department of Public Works for the City, design such access with appropriate geometrics to prevent/discourage such left-out movements.

5. Miscellaneous/General.

A. 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 Better Banks Property and each portion thereof to be used and developed for the uses and purposes described and permitted herein. 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.

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

C. 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 Better Banks Property or upon Better Banks or any of its successors with respect to the development/use of the Better Banks Property than is the case under existing law, then at the option of the then owner of the Better Banks Property, such less restrictive adoption, amendment or interpretation shall control.

D. 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 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.

E. Succession. This Agreement shall inure to the benefit of, and be binding upon, successors of Better Banks 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 the Better Banks Property (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 of the Better Banks Property sold or conveyed; the grantee thereof shall be deemed to have, by its acceptance of the conveyance of the Better Banks Property or such portion thereof, 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 Better Banks Property (or applicable portion thereof) as may have been conveyed.

F. 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 Better Banks Property, 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 the Better Banks Property (or any portion thereof) or any ordinance enacted by the City pursuant to this Agreement.

G. 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 Better Banks Property 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. In the event real estate taxes have been paid on the assumption of the validity of this Agreement and the Annexation, which taxes are in excess of those that would have been paid had no Annexation taken place, the City shall refund to the party or person which has paid such real estate taxes the amount of any such excess.

H. 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.

I. 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.

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

K. Default/Attorney's Fees. In the event that either party or their successors 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 attorney's fees are incurred for the purpose of negotiations, trial, appellate or other services.

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 address specified below:

If to the City:

City of Peoria
Attn: City Clerk
419 Fulton Street
Peoria, IL 61602
Fax #: 309 / 685-8174

ORDINANCE NO. 16,044

AN ORDINANCE ANNEXING TERRITORY CONTIGUOUS TO THE
CITY OF PEORIA, ILLINOIS

FILED

DEC 21 2006

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

WHEREAS, a written petition has been signed by the legal owner(s) of record of all land within the territory hereinafter described and was filed with the City Clerk of Peoria on October 30, 2006, and which petition requested annexation of territory hereinafter described which is contiguous to the City of Peoria and which is not within the corporate limits of any municipality; and

WHEREAS, legal notices regarding the intention of the City of Peoria to annex said territory have been sent to all public bodies required to receive such notice by State Statute; and

WHEREAS, copies of such notices have been recorded in the office of the Recorder of Deeds of Peoria County; and

WHEREAS, legal notices regarding the intention of the City of Peoria to annex said territory have been published in a newspaper in the annexing municipality pursuant to State Statute; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with 65 ILCS 5/7-1 *et seq.*, and

WHEREAS, the City Council has considered the question of the annexation of the territory hereinafter described and has determined that said annexation is in the best interests of the citizens of the City of Peoria, and that the request of said petitioners should be granted.

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

Section 1. That the territory hereinafter described, being contiguous to the City of Peoria and not within the corporate limits of any municipality, be and the same is hereby annexed to the

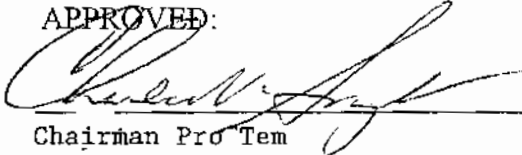
City of Peoria in accordance with the provisions of 65 ILCS 5/7-1 *et seq.* The territory hereby annexed is described as follows: See "Exhibit A" attached hereto and made a part of this ordinance and is further shown by the hatched lines on the plat of annexation attached hereto, and noted as "Exhibit B", which is made a part of this ordinance.

Section 2. That the City Clerk is hereby directed to record with the Recorder of Deeds, and to file with the County Clerk a certified copy of this ordinance, together with the accurate plat of the territory annexed appended to said ordinance.

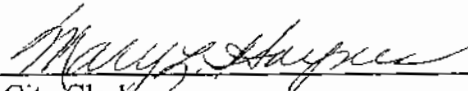
Section 3. This ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS
19TH DAY OF DECEMBER 2006.

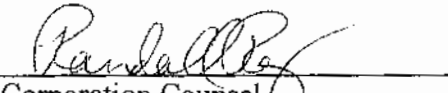
APPROVED:


Chairman Pro Tem

ATTEST:


City Clerk

EXAMINED AND APPROVED:


Corporation Counsel

FILED

DEC 21 2006

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

LEGAL DESCRIPTION

A PART OF LOTS 53, 54, 55, 56, 57 AND 58 AND A PART OF A VACATED ALLEY LYING ADJACENT TO SAID LOTS IN MT. HAWLEY MANOR, BEING A SUBDIVISION OF A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 8 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Tax ID Numbers: 9-32-126-010 and 9-32-126-018

FILED

DEC 21 2006

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ANNEXATION MAP

CITY OF PEORIA

ANNEXATION NO. 376
ORDINANCE NO. 16,044
DATE: 12-19-07



AREA ANNEXED: 1.981 ACRES



PREPARED BY [Signature]

