



March 11, 2004

Attorney Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 SW Adams Street, Ste. 360
Peoria, IL 61602

Interested Parties

RE: Case No. CPC 04-B – ANNEXATION AGREEMENT AND ANNEXATION PETITIONS

Please be advised that on Tuesday, March 2, 2004, the City Council approved the following requests:

RECOMMENDATION TO A) APPROVE A RESOLUTION ADOPTING THE ANNEXATION AGREEMENT AND B) APPROVE AN ORDINANCE ADOPTING THE ANNEXATION PETITIONS FOR PROPERTY LOCATED NORTH OF SOMMER PARK, SOUTH OF WAR MEMORIAL DRIVE (U.S. ROUTE 150), ALONG THE WEST OF KOERNER/TRIGGER ROAD WITH A TEMPORARY ADDRESS OF 6913 N. KOERNER/TRIGGER ROAD.
(CPC 04-B) [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
Urban Planner

LA/ps

Attachments

RESOLUTION NO. 04-070
CITY OF PEORIA.

Peoria, Illinois March 2 20 04

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED AT AN APPROXIMATE ADDRESS OF 6913 NORTH KOERNER ROAD, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Wayne Unsicker, Trustee of the Unsicker Enterprises Land Trust, is the owner of certain real estate near the corporate limits of the City of Peoria and 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 believe 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 March 2, 2004, 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.

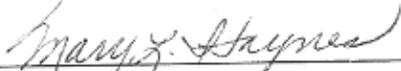
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 2nd DAY OF March 2004.

APPROVED:



Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED

ATTACHMENT "A"

Prepared by:

Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 Southwest Adams Street, Suite 360
Peoria, IL 61602-1320

Return to:

Patricia Landes
City of Peoria
Department of Planning & Growth Management
4th Floor
456 Fulton Street
Peoria, IL 61602

ANNEXATION AGREEMENT

This Annexation Agreement ("Annexation Agreement") is made and entered into this 2nd day of MARCH, 2004, by and between the City of Peoria, Illinois, an Illinois Municipal Corporation, located in Peoria County, Illinois ("City"), by and through its Mayor and its City Council ("Corporate Authorities"), KAPO, L.L.C. (hereafter "Developer") and Wayne Unsicker As Trustee of Unsicker Enterprises Land Trust (hereafter "Owner").

WITNESSETH:

WHEREAS, the Developer is the holder of a contract to purchase the following described real estate:

See Exhibit A (Parcel One) and Exhibit B (Parcel Two) attached hereto and made a part hereof (hereinafter referred to collectively as the "Property")

WHEREAS, Developer intends to develop the Property for residential uses as generally depicted in a Site Plan attached hereto and made a part hereof as Exhibit C (the "Site Plan").

WHEREAS, the Developer desires to have the Property annexed to the City upon certain terms and conditions hereinafter set forth.

WHEREAS, the 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 further the growth of the City, enable the City to control the development of the area, increase the taxable value of the Property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and serve the best interests of the City.

WHEREAS, the Property constitutes territory which is contiguous to and may be annexed to the City as provided in 65 ILCS 5/7-1-1 et seq.

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq., this proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by statute.

WHEREAS, notice has been sent to and received by the trustees of any Fire Protection Districts, School Districts and Public Library Districts having jurisdiction over the Property by the City, as required by statute.

WHEREAS, notice has been sent to and received by the Peoria County Soil and Water Conservation District and all entities required by law to receive notice.

WHEREAS, the Corporate Authorities of the City after due deliberation have, by resolution, duly adopted and approved the entering into this Annexation Agreement.

WHEREAS, Owner has filed Petitions for Annexation for Parcel One and Parcel Two, such Petitions subject to approval and execution of this Agreement and Developer's closing on the purchase of the Parcels as provided herein.

WHEREAS, Developer has expended substantial sums of money and has materially altered their position in reliance upon execution of this Agreement and the performance of its terms and provisions by the City.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and in reliance on the ordinance, codes and regulations to the City in effect as of the date hereof, the parties **HEREBY AGREE** as follows:

1. **Authoritative Law.** This Annexation Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq. and the Home Rule provisions of the 1970 Constitution of the State of Illinois; and the Property as depicted in Exhibit A and Exhibit B shall be annexed pursuant to the Petition filed by the Owner, and pursuant to the procedure for annexation as set forth in 65 ILCS 5/7-1 et seq and pursuant to the terms of this Agreement.

2. **Enactment of Ordinance.** The Corporate Authorities, upon execution of this Annexation Agreement and upon the filing of a proper Petition for Annexation by the Owner, as hereinabove provided, shall enact, without further hearing, ordinances annexing the Property to the City, subject to the terms and conditions of this Annexation Agreement.

3. **Contingencies.** Developer has entered into a contract to purchase Parcel One and Parcel Two at two different times. When the Developer notifies the City that it has closed on the purchase of Parcel One and has filed a preliminary plat, the City shall annex Parcel One and zone Parcel One as provided in Section 6.4 of the City Zoning Ordinance. If Developer fails to close on the purchase of Parcel One from the Owner on or before June 1, 2004, the City shall not annex Parcel One and this Annexation Agreement shall be null and void and of no force and effect.

If Parcel One is annexed, the City agrees to annex and zone Parcel Two in accordance with Section 6.4 of the City Zoning Ordinance when the Developer notifies the City that it has closed on the purchase of Parcel Two and has filed a preliminary plat. If the Developer fails to close on the purchase of Parcel Two on or before June 1, 2006, the City shall not annex Parcel Two and this Annexation Agreement shall be null and void as to Parcel Two.

4. **Incorporation.** The Annexation Ordinance passed by the Corporate Authorities pursuant to the provisions hereof shall incorporate the provisions of this Annexation Agreement by reference, and this Agreement, including any and all addendums attached hereto, shall be made a part of said Ordinance.

5. **Zoning of Property.**

A. Upon annexation of each parcel to the City, the Corporate Authorities shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to:

- (1) Zone the parcel as provided in Section 6.4 of the Zoning Ordinance;
- (2) Approve the Site Plan for the Property attached hereto and made a part hereof as Exhibit C as the final site plan for each parcel; provided, however, that Developer shall have the right to make modifications that do not substantially change the plan.

B. The City shall approve the preliminary plat of the Property when submitted if substantially in accordance with the Site Plan as determined by the Director of Planning and Growth Management. The preliminary plat shall be deemed substantially in accordance if it contains no more

than 480 single family and duplex lots (2 units per lot) which conform to the standards set forth herein and contains no additional entrances onto Koerner Road. Developer shall have the right to decrease the number of lots to shift boundaries and location of streets to accommodate actual survey. Developer shall have the right to submit the final plat in phases. The duplex lots shall be replatted into two lots after the duplexes are staked.

C. Approval of Final Plat. The City shall approve the final plat for each phase of development provided said final plat is substantially in conformance with the Preliminary Plat. Provided access and the circulation pattern remains the same and subject to administrative approval, Developer shall have the right to shift the boundaries and the number of lots (but not substantially) to accommodate actual surveys and other incidental changes. The Developer may submit the Preliminary and Final Plat as one document.

D. Development Standards. The City agrees that until completion no amendment to the zoning ordinance or subdivision regulations thereafter enacted shall be applied to be more restrictive to the Property or to the ability to construct in accordance with the site plan. The following design standards are approved:

- (1) All streets in the subdivision shall be dedicated to the City and are Local Streets except for the first 1050 feet of the Southern entry boulevard which is a collector (as defined in the subdivision ordinance) and shall be constructed in accordance with the subdivision ordinance. If the City makes changes to the zoning or subdivision ordinance which the Developer feels are favorable, the Developer shall have the right to construct in accordance with such changes.
- (2) To the fullest extent permitted by law, the City shall cooperate if the Developer elects to rezone all or part of the property to R-4.
- (3) Because of the rural cross section of Koerner Road, no sidewalks shall be required on Koerner Road by the City. No lots shall have front yards or driveways on Koerner Road.
- (4) The Developer shall be permitted 51 duplex lots as shown on the site plan.

- (5) The Developer shall have the right to elect to construct its own street signs in accordance with City standards.

6. **Storm Drainage.** Developer shall construct on the Property storm sewers and retention basins sufficient to serve the Property. The City shall approve said storm sewer and retention basin system prior to construction, such approval conditioned on the system being constructed in general conformity with the Site Plan, and in compliance with all applicable City ordinances and all other applicable laws and regulations. Developer shall maintain said storm sewer and retention basins.

7. **Building Permits.** Within three (3) days after receipt of an application by Developer for a building permit for construction of any single-family home or duplex on the Property, the City shall (1) issue a permit authorizing such construction; (2) issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this Agreement; or (3) issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of the City's Building Code applied in accordance with this Agreement, which the subject construction allegedly would violate. If the City conditionally approves such a permit, the City shall issue the permit unconditionally within five (5) working days after satisfaction by the Developer of the specified conditions.

8. **Certificate of Occupancy.** The City shall issue certificates of occupancy to Developer within seven (7) working days of application thereof, or issue a letter of denial within such period informing Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. Developer's inability, due to adverse weather conditions or other conditions outside of the reasonable control of Developer, to install service walks, stoops, landscaping and final grading or other items not posing an unreasonable risk to life, safety or property, shall not delay the issuance of a temporary certificate of occupancy. The City shall have the right to require the posting of security, on issuance of such temporary certificate of occupancy, in order to ensure completion of such uncompleted items. Developer shall have the right to occupy a home constructed on a lot prior to the issuance of an occupancy certificate for the purpose of a sales office and showing of model units or to utilize a mobile home for purposes of a sales office. Developer may construct temporary fences and parking to service the sales office.

9. **Subdivision Security.** As security for the construction of public improvements (streets, sidewalks, and erosion control), Developer shall have the right to establish an escrow account at a title company in the full amount of the cost of construction of the public improvements and to pay the construction costs from the escrow account as incurred. The final 10% of the account shall not be released until the improvements are inspected and accepted by the City. If Developer utilizes the escrow account option, no additional subdivision bond shall be required by the City.

10. **Fees.** The City represents that no annexation fees are payable by Developer or Owner as a result of the annexation of the Property to the City. No additional fees other than those normally required by City code shall be levied against the Property. If the City or Park District elect to accept conveyance of the open space land shown on the site plan, no recreational fees as required by the subdivision ordinance shall be required to be paid to the City by the Developer.

11. **Signage.** The Developer shall have the right to erect a permanent monument sign identifying the development at each entrance to the project, adjacent to road, on private property. The signage shall not exceed twenty square feet in area or five feet in height. The Sign may be illuminated. Temporary signs advertising the development availability will also be permitted at this location.

12. **Controlling Provisions.** The provisions of this Annexation Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Annexation Agreement. Notwithstanding the foregoing, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon Developer with respect to the development of the Property than is the case under the existing law, then at the option of Developer, such less restrictive adoption, amendment or interpretation shall control. Other than life safety codes, the City shall not amend its building codes to affect this development for a period of five (5) years.

13. **Commencement of Work by Developer.** Developer shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a final plat, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Property in preparation for the development of the Property upon receipt of a grading permit and soil erosion control permit from the City. The City shall approve the Developer's grading and soil erosion and sedimentation control plans or issue a letter of denial specifying why approval is withheld within twenty (20) days of submission of said plans. If the City neither approves such plans or issues a letter of denial within twenty (20) working days of submission, such plans shall be approved. Such work shall be undertaken at Developer's sole risk and without injury to the property of surrounding property owners. No letter of credit bond or other security shall be required of Developer as a condition precedent to the commencement of such work.

14. **Duration of Agreement.** This Annexation 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 hereinafter be authorized by statute and by City ordinance. If any of the terms of this Annexation Agreement, or the annexation of zoning of the 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) year period. The expiration of the term of this Annexation Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Annexation Agreement.

15. **Amendments.** This Annexation Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

16. **Enforceability and Severability.** If any provision, covenant, agreement or portion of this Annexation Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Annexation Agreement are declared to be severable. If for any reason the annexation or zoning of the 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 spirit and intent of this Annexation Agreement, provided that the foregoing shall be undertaken at the expense of the Developer.

17. **Entire Agreement.** This Annexation Agreement sets forth all agreements, understandings and covenants between and among the parties. This Annexation Agreement supersedes all prior agreements, negotiations and understandings, written and oral and is a full integration of the entire agreement of the parties.

18. **Obligations of Successors.** This Annexation Agreement shall inure to the benefit of, and be binding upon, successors of the Developer and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successors municipalities and shall constitute a covenant running with the land. This Annexation Agreement may be assigned without City approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Annexation Agreement as it relates to the portion of the Property conveyed. Individual purchasers of lots after the subdivision improvements are completed shall have no obligations under this agreement.

19. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or personally delivered, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to City:

City of Peoria
Attn: City Clerk
419 Fulton Street
Peoria, Illinois 61602

With Copy to: City of Peoria
Attn: Legal Department
419 Fulton Street
Peoria, Illinois 61602

If to Developer: KAPO, L.L.C.
Attn: Ric Krupps
3622 Knoxville
Peoria, Illinois 61603

With Copy to: Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 SW Adams, Suite 360
Peoria, Illinois 61602

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

20. **Time.** Time is of the essence of this Annexation Agreement and of each and every provision hereof.

21. **Approvals.** Wherever any approval or consent of the City or of any of its departments, officials or employees, is call for under this Annexation Agreement, the sale shall not be unreasonably withheld or delayed.

22. **Rights of Owner.** Owner is executing this Agreement as an accommodation to Developer and shall transfer the property to Developer pursuant to the contract between the parties. Upon acquisition by Developer, Owner shall have no obligations hereunder. If Developer fails to acquire Parcel One, this Agreement shall be null and void. If Developer fails to acquire Parcel Two, this Agreement shall be null and void as to Parcel Two.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement on the date first above written and, by so executing, each of the parties warrants that it possesses full right and authority to enter into this Annexation Agreement.

CITY OF PEORIA, an Illinois Municipal Corporation

By: David P. Ransburg
David P. Ransburg
Its: Mayor

ATTEST:

By: Mary L. Payne
City Clerk

EXAMINATION AND APPROVAL
BY CORPORATE COUNSEL:

By: Randall Prof

KAPO, L.L.C., an Illinois limited liability
company

By: [Signature]

Its: Member

OWNER: Unsicker Enterprises Land Trust

Unsicker Enterprises ^{By} Wayne Unsicker
By: Wayne Unsicker, Trustee Trustee

EXHIBIT A

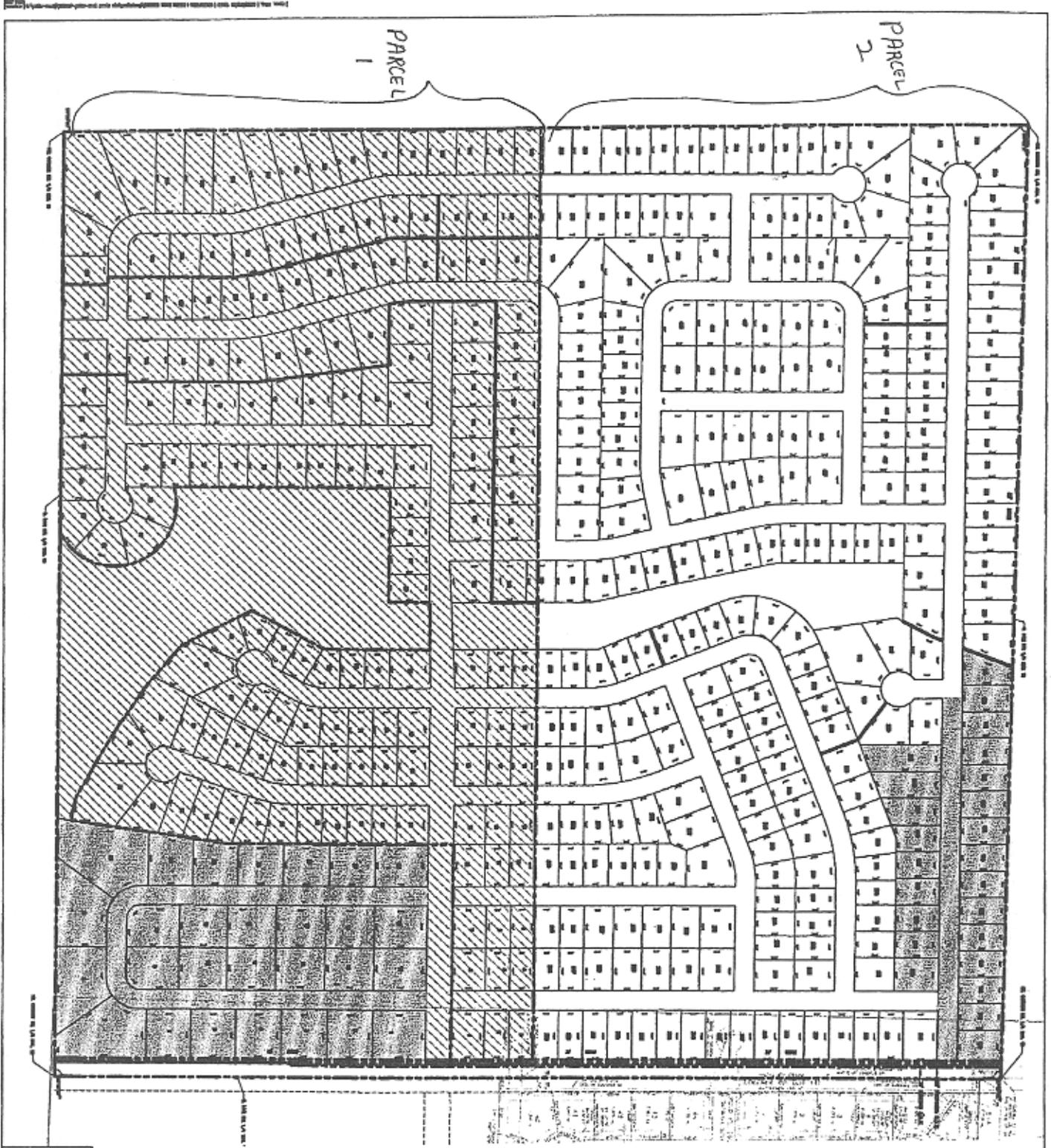
The South One-Half of the Southwest 1/4 of Section 10, Township 9 N, Range 7 E of the Fourth Principal Meridian, Peoria County, Illinois

A Part of Tax ID No: 13-10-300-001

EXHIBIT B

The North One-Half of the Southwest 1/4 of Section 10, Township 9 N, Range 7 E of the Fourth Principal Meridian, Peoria County, Illinois

A Part of Tax ID No: 13-10-300-001



City of Sacramento Department of Planning and Community Development Planning Division 1515 Capitol Mall, Sacramento, CA 95833	
Project Name: PRELIMINARY PLAN	Date: 1.24.11
Drawing No: 04-070	Revision: 01
Scale: AS SHOWN	Author: [Signature]
Checked: [Signature]	Date: [Date]

PHASE 1
 AREA OF SITE = 418,437 AC.
 LOTS IN PHASE 1 = 139
 LOTS IN PHASE 1 (MARKED) = 282
 LOTS IN PHASE 1 (UNMARKED) = 11
 (INCLUDES STONY VALLEY DEVELOPMENT AREA)

PHASE 2
 AREA OF SITE = 277,000 AC.
 LOTS IN PHASE 2 (MARKED) = 2,820
 LOTS IN PHASE 2 (UNMARKED) = 50
 TOTAL LOTS IN SITE = 2,959

SITE STATIONS
 [Diagram showing a north-south line with a crossbar and a vertical line extending from the crossbar.]

ORDINANCE NO. 15,588

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

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 January 29, 2004, 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, THIS 2ND DAY
OF MARCH 2004.

APPROVED:

Dave P. Rowley
Mayor

ATTEST:

Mary J. Haynes
City Clerk

EXAMINED AND APPROVED:

Randall B. [Signature]
Corporation Counsel

EXHIBIT A

Legal Description:

The South One-Half of the Southwest $\frac{1}{4}$ of Section 10, Township 9 N, Range 7 E of the Fourth Principal Meridian, Peoria County, Illinois

A Part of Tax ID No: 13-10-300-001

ANNEXATION MAP

ORDINANCE NO. 15,588

EXHIBIT B

CITY OF PEORIA

ANNEXATION NO. _____

ORDINANCE NO. _____

DATE: _____



AREA ANNEXED: 160 acres with ROW. 231 acres

PREPARED BY: Frank S. Howard PE

