



May 26, 2005

Karl B. Kuppler
Hasselberg, Rock, Bell & Kuppler LLP
4600 N. Brandywine Drive, Suite 200
Peoria, IL 61614

RE: Case No. CPC 05-E

Please be advised that on Tuesday, May 17, 2005, the City Council approved the following request, with conditions, for:

RECOMMENDATION FOR APPROVAL OF AN ANNEXATION AGREEMENT WITH SITE PLAN FOR THE PROPERTY LOCATED WEST OF SUMMERSHADE CIRCLE, SOUTH OF WAR MEMORIAL DRIVE, EAST OF ORANGE PRAIRIE ROAD, AND NORTH OF FLAGSTONE DRIVE WITH A TEMPORARY ADDRESS OF 5300 W. WAR MEMORIAL DRIVE (CPC 05-E) [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, appearing to read 'Leah Allison'.

Leah Allison, AICP
Urban Planner

LA/ps

Attachments

ORDINANCE NO. 15,766

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 March 28, 2005, 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

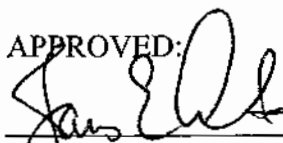
City of Peoria in accordance with the provisions of 65 ILCS 5/7-1 *et seq.* The territory hereby annexed is described as follows: See "Exhibit A" attached hereto and made a part of this ordinance and is further shown by the hatched lines on the plat of annexation attached hereto, and noted as "Exhibit 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 17th DAY
OF MAY 2005.

APPROVED:



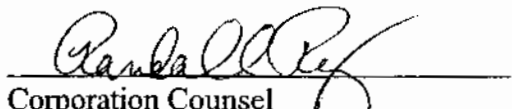
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED:



Corporation Counsel

PETITION FOR ANNEXATION

EXHIBIT A

(13-11-300-012)

A part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11; thence South 0 degrees 10'-00" East along the West line of the Southwest 1/4 of said Section 11, a distance of 478.50 feet to the Point of Beginning of the tract to be described; thence North 89 degrees 50'-00" East, a distance of 602.00 feet; thence North 0 degrees 10'-00" West, a distance of 507.76 feet; thence South 69 degrees 36'-08" East, a distance of 16.24 feet; thence North 20 degrees 29'-51" East, a distance of 90.40 feet to a point on the Southerly R.O.W. line of U.S. Route 150; thence South 69 degrees 30'-09" East along the Southerly R.O.W. line of U.S. Route 150, a distance of 374.16 feet; thence South 0 degrees 06'-10" West, a distance of 515.12 feet; thence South 89 degrees 53'-22" East a distance of 329.71 feet to a point on the Westerly R.O.W. of Illinois Route 91; thence South 0 degrees 01'-43" West along the Westerly R.O.W. line of Illinois Route 91, a distance of 98.00 feet; thence North 89 degrees 53'-22" West, a distance of 329.83 feet to a point on the Westerly R.O.W. line of Stalworth Drive; thence South 0 degrees 03'-05" West along the Westerly R.O.W. line of Stalworth Drive, a distance of 396.46 feet to a point on the North line of Fieldstone Estates, being a subdivision of part of the Southwest 1/4 of said Section 11, part of the Southeast 1/4 of Section 10, and part of the Northeast 1/4 of Section 15, all in Township 9 North, Range 7 East of the Fourth Principal Meridian; thence South 89 degrees 51'-47" West along the North line of said Fieldstone Estates, a distance of 994.81 feet to a point on the West line of the Southwest 1/4 of said Section 11; thence North 0 degrees 10'-00" West along the West line of the Southwest 1/4 of said Section 11, a distance of 554.45 feet to the Point of Beginning, containing 18.17 acres, more or less, situate, lying and being in the County of Peoria and State of Illinois.

ANNEXATION MAP

CITY OF PEORIA

ANNEXATION NO. _____

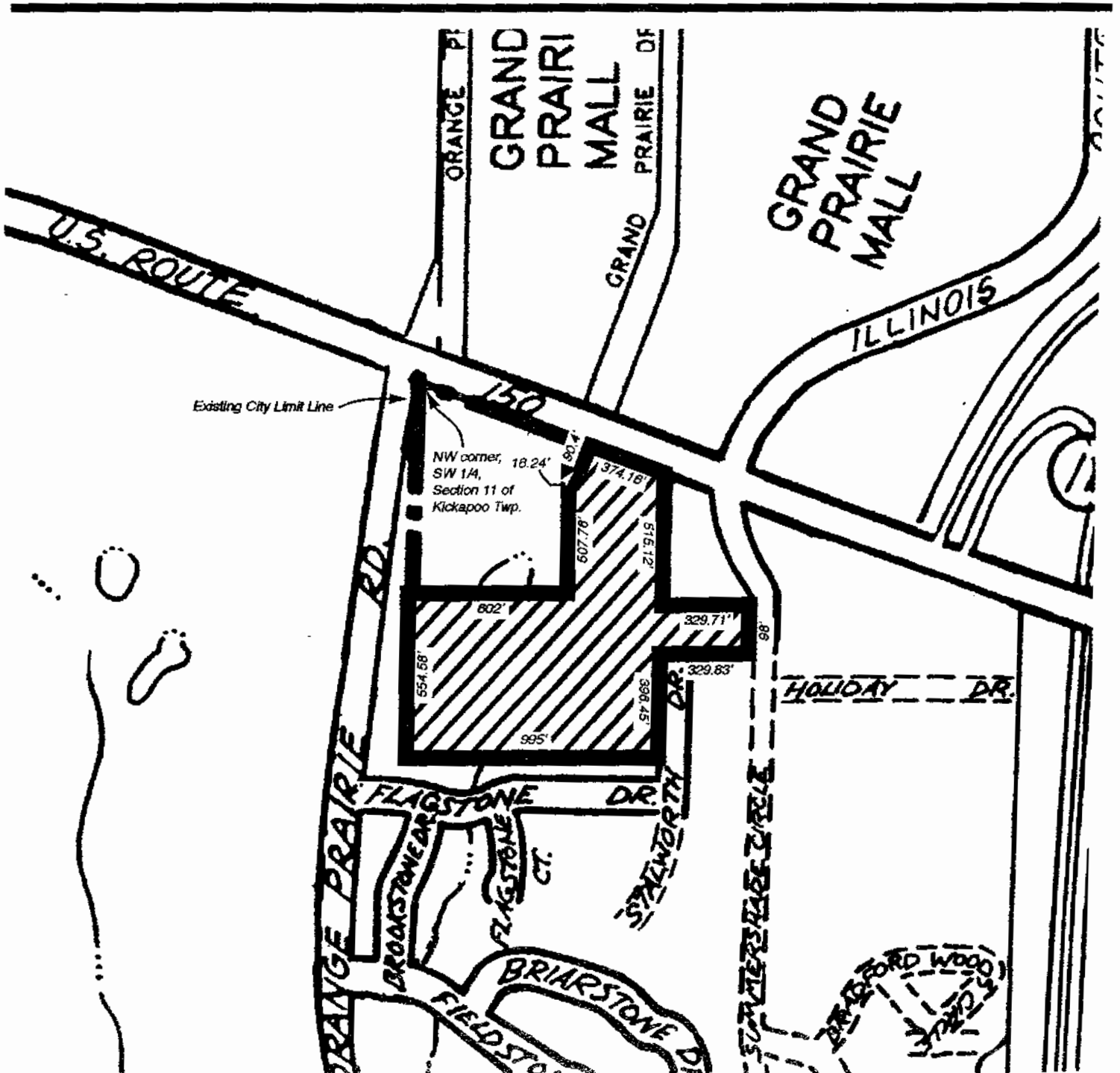


ORDINANCE NO. _____

AREA ANNEXED: 18.17 ACRES

DATE: _____

PREPARED BY: _____



RESOLUTION NO. 05-244
CITY OF PEORIA.

Peoria, Illinois MAY 17 20 05

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED WEST OF SUMMERSHADE CIRCLE, SOUTH OF WAR MEMORIAL DRIVE, EAST OF ORANGE PRAIRIE ROAD, AND NORTH OF FLAGSTONE DRIVE WITH A TEMPORARY ADDRESS OF 5300 WEST WAR MEMORIAL DRIVE, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Willie Torchia of WCT Properties, is the holder of a contract to purchase 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 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 May 17, 2005, 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:

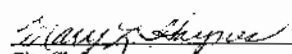
Section 1. That the Mayor is hereby authorized to execute the Annexation Agreement attached hereto as "Attachment A" with the petitioners, and the City Clerk is hereby authorized to attest said agreement.

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

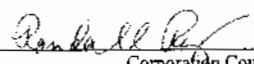
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 17th DAY OF MAY 2005.

APPROVED:


Mayor

ATTEST:


City Clerk

EXAMINED AND APPROVED


Corporation Counsel

FILED
MAY 25 2005
JOANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT
PEORIA COUNTY

PREPARED BY &
RETURN TO:

KARL B. KUPPLER
HASSELBERG, ROCK,
BELL & KUPPLER, LLP
4600 N. Brandywine
Suite 200
Peoria, IL 61614
(309) 688-9400

FILED

MAY 25 2005

JoANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

This Annexation Agreement, dated this 23 day of May, 2005, is by and between the City of Peoria, a municipal corporation, hereinafter referred to as "City", and WCT Properties, Inc., an Illinois corporation, hereinafter referred to as "WCT".

RECITALS

Whereas, the WCT Properties, Inc. is the holder of a contract to purchase certain property located in Peoria County, Illinois, which is legally described on attached Exhibit A and shall hereinafter be referred to as the "Property";

Whereas, the Property is an uninhabited parcel of land which is contiguous to City;

Whereas, it is the desire of City and WCT to enter into an agreement that will provide for annexation of the Property into City.

Whereas, City has determined that it is in the best interests of City to provide for the planned and managed growth of City;

Whereas, City has determined it is in the best interests of City to provide that property identified as potential growth areas for City shall be developed in accordance with City ordinances with urban quality infrastructures;

Whereas, a public hearing was held following proper publication of notice of the hearing to permit public comments regarding this Agreement;

Whereas, proper notice has been given to all library districts and fire protection districts located

ANNEXATION AGREEMENT

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within the Property;

Whereas, notice of a proposed annexation has been given to township supervisors, township road commissioners having jurisdiction over any road to be affected by the proposed Annexation, and all other individuals and governmental entities required by statute.

AGREEMENTS

Now, therefore, for one dollar and other good and valuable consideration in hand received, it is hereby agreed as follows:

1. **Annexation**: The Property shall be annexed into the City of Peoria.
2. **Applicability**: This Agreement shall constitute a covenant running with the land and shall be binding upon all grantees, successors, and assigns of WCT. The recording of Notice of this Agreement shall constitute public notice to future owners of all or any portion of the Property, subdivided or not, that the Property may be annexed into City pursuant to the terms of this Agreement.
3. **Term of Agreement/Survivability of Obligations**: This Agreement shall expire and all duties and obligations detailed herein shall be terminated if the Property does not become annexed into City within 20 years of the date of execution of this Agreement. If the Property does become annexed into City prior to 20 years from the date of execution of this Agreement, the duties and obligations detailed herein shall survive such annexation.
4. **Contingencies**: Developer has entered into a contract to purchase the Property. When the Developer notifies the City that it has closed on the purchase of the Property and has filed a preliminary plat, the City shall annex the Property as provided in Section 6.4 of the City Zoning Ordinance. If Developer fails to close on the purchase of the Property from Owner on or before June 30, 2005, the City shall not annex the Property and this Annexation Agreement shall be null and void and of no force and effect.
5. **Zoning of Property**:
 - a. Upon annexation of the Property to the City, the Corporate Authorities shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to:
 - i. Zone the Property as provided in Section 6.4 of the Zoning Ordinance;
 - ii. Approve the Site Plan for the Property attached hereto and made a part hereof as Exhibit C as the final site plan for the Property; however, that Developer shall have the right to make modifications that do not substantially change the plan.
 - iii. The Site Plan provides for the following:

ANNEXATION AGREEMENT

Page 3

- (1) A Twenty (20) foot Transitional Buffer Yard including a landscaped berm and swale for proper erosion control along the Southern lot line of Lot Seven (7).
 - (2) Left turn only from Lot Seven (7) and Lot Four (4) out to Stalworth Drive egressing North.
 - (3) Construction of LandensWay in its entirety from Orange Prairie to Summershade.
 - (4) Stalworth Drive will be temporarily closed at Flagstone Drive until such time that LandensWay is completed from Summershade Circle to Orange Prairie Road.
 - 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. Developer shall have the right to shift lot boundaries and location of streets to accommodate actual survey. Developer shall have the right to submit the final plat in phases.
 - 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. The Developer may submit the Preliminary and Final Plat as one document.
6. **Warren Frye Annexation Provision:** The 9.9 acres owned by the Frye Family and shown as the "Grundy Farm" on the Zoning Plat will be annexed during his lifetime only upon the consent of Warren Frye, unless the property is sold or transferred or unless the use of the property changes. Mr. Frye received a letter dated March 2, 2004 from Patricia S. Landes, a copy of which is attached hereto as Exhibit B.
 7. **Infrastructure Construction:** All infrastructure construction plans for construction within the Property shall require City approval, which shall not be unreasonably withheld. All infrastructure improvements constructed on the Property, including, without limitation, sewers, water mains, streets, drainage facilities, etc., shall be constructed in accordance with the then applicable ordinances and codes of City, or, in the case of sanitary sewer, in accordance with the requirements of the Greater Peoria Sanitary District. The Developer is responsible for all infrastructure construction.
 8. **Future Development:** Future development will comply with the applicable codes of the City of Peoria.
 9. **Mandatory Water/Public Sewer Hookup:** All development within the Property shall hookup to public water and sanitary sewer as available.
 10. **Sidewalks:** All subdivisions within the Property shall require construction of sidewalks on

ANNEXATION AGREEMENT

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all street frontages in accordance with the then current specifications and guidelines established by City.

11. **Erosion Control:** All construction and development within the Property shall be in accordance with the most stringent ordinance for erosion control adopted by either City or the County of Peoria.
12. **Bonding:** In the event any ordinance of City shall require bonding for completion of construction of improvements or infrastructure, no such bonding shall be required that is duplicative of bonding required by the County of Peoria.
13. **Compliance With Building Codes:** All construction and development within the Property shall comply with the then applicable building codes of City.
14. **Compliance With Fire Regulations:** All construction and development within the Property shall comply with the then applicable fire and safety regulations of City.
15. **Prohibition Against Annexation:** During the term of this Agreement, WCT may not petition to annex into any other municipality.
16. **City Fees:** At the time the final plat for any subdivision developed within the Property is recorded, WCT shall pay to City all such inspection fees and recreation/education fees to which City is entitled.
17. **Transfer of Rights, Duties, and Obligations:** If WCT sells the Property all rights, duties, and obligations due to or required of WCT pursuant to the terms of this Annexation Agreement shall be transferred to the Buyer effective the date of any such sale or assignment. Such rights shall include, without limitation, the right to receive the tax incentives detailed herein.
18. **Access:** WCT has agreed to transfer a portion of the Property to CEFCU in order to provide access to parcel 13-11-300-002.
19. **General Provisions:** The following general terms, conditions and definitions shall be applicable to the interpretation and construction of this Agreement.
 - a. **Applicable Law:** 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 matters detailed herein shall be commenced in Peoria County, Illinois.
 - b. **Waiver:** The waiver of any right, term, or condition detailed in this Agreement, or the forbearance of enforcement of any right in the event of a breach of any term of this Agreement, shall not be deemed to be a waiver or release of any future right or

ANNEXATION AGREEMENT

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cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.

- c. Timeliness of the Performance: Time shall be of the essence in regards to the performance of all duties, obligations, and payments detailed herein.
- d. Additional Documentation: The parties hereto shall execute and deliver such additional documentation as may be necessary to further the purpose and intent of this Agreement as appropriate.
- e. Illegality of Terms: If any provision, term or condition of this Agreement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or Court Order, the remaining provisions of this Agreement shall remain in full force and effect with the interpretation of this Agreement, in so far as legally possible, to be in accordance with the general intent demonstrated herein.
- f. Agreement Binding: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- g. Attorney's Fees: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to recover all reasonable attorney's fees, Court costs or related charges incurred in regards to the curing of such default, the protection of rights detailed herein, or the pursuit of any remedies. Such fees shall be recoverable whether incurred for general counsel, negotiations, trial, or appeal.
- h. Captions: All captions or headings contained within this Agreement are for convenience and reference only, and same shall not be construed as a modification, limitation, or definition of the contents of any provision or paragraph contained herein.
- i. Duplication of Agreement: This Agreement may be executed in any number of duplicates or counterparts, each of which shall be deemed an original, but all of which shall comprise one in the same instrument.
- j. Gender: Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this Agreement.
- k. Notices: Any notice required to be given by the terms of this Agreement shall be in writing and shall be deemed to have been served the earlier of: a) the date of personal

ANNEXATION AGREEMENT

delivery; or b) three days after the deposit of said written notice into the United States Mail, provided same is sent by registered or certified mail, return receipt requested, properly stamped and addressed to the respective party at the address detailed herein, or such other reasonable address as may be periodically requested in writing, with said addresses detailed as follows:

CITY OF PEORIA
ATTN: CITY CLERK
419 Fulton
Peoria, IL 61602

WCT Properties, Inc.
Attn: Karl B. Kuppler, Esq.
Hasselberg, Rock, Bell & Kuppler, LLP
4600 North Brandywine Drive, Suite 200
Peoria, Illinois 61614

- 1. Entirety of Agreement: This Agreement represents the entire agreement of the parties hereto as of the date hereof. This Agreement is not modified or expanded by any oral representations or warranties, and any such prior oral representations or warranties are expressly waived if not detailed herein.

IN WITNESS WHEREOF, THE PARTIES HAVE PLACED THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF PEORIA

By: [Signature]
Its: Mayor

ATTEST:

By: Mary L. Hynes
Its: City Clerk by Bernice
Deputy City Clerk

Examined and approved by:

[Signature]
Corporate Counsel
Date of Signature: 5/23/05

FILED

MAY 25 2005

JOANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

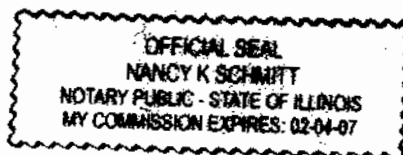
STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jim Aeois, personally known to me to be the Mayor of the City of Peoria, and Bein BALL, personally known to me to be the ^{Mayor} 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 25th day of May, 2005.
Nancy K. Schmitt
Notary Public

WCT PROPERTIES, INC.

By: [Signature]
Its: President



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 William H. Torchia, President, of WCT Properties, Inc., personally known to me to be the corporation whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of May, 2005.
Holly N. Martin



EXHIBIT A

(13-11-300-012)

A part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11; thence South 0 degrees 10'-00" East along the West line of the Southwest 1/4 of said Section 11, a distance of 478.50 feet to the Point of Beginning of the tract to be described; thence North 89 degrees 50'-00" East, a distance of 602.00 feet; thence North 0 degrees 10'-00" West, a distance of 507.76 feet; thence South 69 degrees 36'-08" East, a distance of 16.24 feet; thence North 20 degrees 29'-51" East, a distance of 90.40 feet to a point on the Southerly R.O.W. line of U.S. Route 150; thence South 69 degrees 30'-09" East along the Southerly R.O.W. line of U.S. Route 150, a distance of 374.16 feet; thence South 0 degrees 06'-10" West, a distance of 515.12 feet; thence South 89 degrees 53'-22" East a distance of 329.71 feet to a point on the Westerly R.O.W. of Illinois Route 91; thence South 0 degrees 01'-43" West along the Westerly R.O.W. line of Illinois Route 91, a distance of 98.00 feet; thence North 89 degrees 53'-22" West, a distance of 329.83 feet to a point on the Westerly R.O.W. line of Stalworth Drive; thence South 0 degrees 03'-05" West along the Westerly R.O.W. line of Stalworth Drive, a distance of 396.46 feet to a point on the North line of Fieldstone Estates, being a subdivision of part of the Southwest 1/4 of said Section 11, part of the Southeast 1/4 of Section 10, and part of the Northeast 1/4 of Section 15, all in Township 9 North, Range 7 East of the Fourth Principal Meridian; thence South 89 degrees 51'-47" West along the North line of said Fieldstone Estates, a distance of 994.81 feet to a point on the West line of the Southwest 1/4 of said Section 11; thence North 0 degrees 10'-00" West along the West line of the Southwest 1/4 of said Section 11, a distance of 554.45 feet to the Point of Beginning, containing 18.17 acres, more or less, situate, lying and being in the County of Peoria and State of Illinois.

EXHIBIT B

CORRESPONDENCE DATED MARCH 2, 2004 FROM PATRICIA S. LANDES

PLANNING AND GROWTH MANAGEMENT



March 2, 2004

Mr. Warren Frye
5400.W Route 150
Peoria, IL 61615

Dear Mr. Frye:

Recently, I was advised that there might be some interest in annexing approximately 20 acres of your property into the City of Peoria. I was also made aware that you intended to keep approximately 9.9 acres of that property outside the City limits. To that end you had requested that a letter from the City of Peoria be provided stating that the City would not exercise its option to annex the 9.9 acres.

As you may know, City staff does not have the authority to waive the option. Such decisions would need to be made by Council approval.

One alternative that you may wish to consider is to utilize a clause in an annexation agreement for the 20-acre tract that states that the 9.9 acres would be annexed only upon your consent.

Sincerely,

Patricia S. Landes

Patricia S. Landes
Interim Director

PSL/ps

*↓
actually
12.5 acres*

