



January 12, 2005

Brian Meginnis
416 Main Street, Suite 1400
Peoria, IL 61602

RE: CPC 04-BB

Please be advised that on Tuesday, January 4, 2005, the City Council approved the following requests:

- A. RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED AT AN APPROXIMATE ADDRESS OF 11433 GALENA ROAD, MOSSVILLE, ILLINOIS, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS;
- B. RESOLUTION APPROVING THE PRELIMINARY PLAT OF GALENA ROAD INDUSTRIAL PARK SUBDIVISION, AN INDUSTRIAL DEVELOPMENT LOCATED SOUTH AND EAST OF ROUTE SIX AND WEST OF ROUTE 29, WITH AN ADDRESS OF 11433 GALENA ROAD, MOSSVILLE, ILLINOIS

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
Urban Planner

LA/ps

Attachments

RESOLUTION NO. 05-002-A
CITY OF PEORIA.

Peoria, Illinois JANUARY 4th 2005

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED AT AN APPROXIMATE ADDRESS OF 11433 GALENA ROAD, MOSSVILLE, IL ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Coulter Properties, Inc., 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 January 4, 2005, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

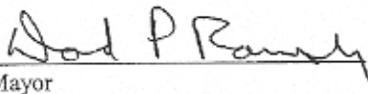
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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.

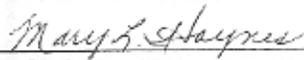
Section 2. This resolution shall be effective upon passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 4th DAY OF JANUARY 2005.

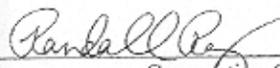
APPROVED:


Mayor

ATTEST:


City Clerk

EXAMINED AND APPROVED


Corporation Counsel

Attachment A

This Document Prepared By
And Return To:

City of Peoria
Department of Planning and Growth Management
Twin Towers, 456 Fulton St., Rm. 402
Peoria, Illinois 61602

**ANNEXATION AGREEMENT BETWEEN
THE CITY OF PEORIA AND COULTER PROPERTIES, INC.**

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made and effective this 4th day of January, 2005 (the "Effective Date"), by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and COULTER PROPERTIES, INC., an Illinois corporation (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner is the sole owner of record of the real estate described in "Exhibit A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the Property is located within the County of Peoria, Illinois ("County") and is currently not contiguous with the corporate boundaries of the City; and

WHEREAS, there are no electors residing within the Property; and

WHEREAS, the Owner desires to have the Property annexed to the City upon certain terms and conditions hereinafter set forth upon any portion of the Property becoming contiguous; and

WHEREAS, the Owner is contemporaneously executing a Petition for Annexation subject to the approval of this Annexation Agreement; and

WHEREAS, the 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 corporate authorities of the City after due deliberation have concluded that the annexation of the Property to the City on the terms and conditions herein set forth would facilitate 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 interest of the City; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements provided for herein, it is hereby agreed as follows:

1. **Annexation**. Upon becoming contiguous, the City shall adopt such resolutions or ordinances as are required to annex the Property as annexation provided for under the laws of the State of Illinois, as duly accorded under Illinois Municipal Code 65 ILCS 5/7-1-8. No other request or petition for annexation shall be required as to this Property to complete the annexation.
2. **Codes**. Upon the Effective Date of this Annexation Agreement:
 - A. The City shall approve a Preliminary Plat for the proposed subdivision provided it meets the requirements of the City of Peoria Subdivision Ordinance "Appendix A" of the City of Peoria Code, except as follows:
 - (i) The City shall waive the requirement to connect to public sanitary and storm sewers for all new subdivisions required by Appendix A, Part II, Section 6-105, on the condition that the lot owners connect to a trunk or collector sewer line when that line is within 1,000 feet of the property line and/or at a reasonable cost as defined by "Chapter 31" of the City of Peoria Code; provided, however, that the lot owners shall not be required to connect to a sewer which is located on the opposite side of an Interstate Highway from the property.
 - (ii) The City shall waive the requirement to install sidewalks along the right-of-way required by Appendix A, Part II, Section 5-201(J) and Part VI, Section 6-103.
 - B. The parties acknowledge that prior to annexation of the Property, the County has jurisdiction of the zoning and zoning related development requirements, including the application and issuance of building permits. Notwithstanding such regulatory authority as vested in the County, the Owner shall comply with the substantive provisions of the International Family of Codes, 'Chapter 5', of the City of Peoria Code in the construction of all buildings for which permits are obtained in the County subsequent to the Effective Date of this Annexation Agreement.

- C. Water mains and fire hydrants shall be provided in accordance with City of Peoria and Illinois American Water Company requirements.

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. 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.
- D. This Annexation Agreement maybe 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.
- E. The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.
- F. This Annexation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees arid assigns
- G. This Annexation Agreement may be amended by mutual consent of the parties.
- H. This Annexation Agreement shall be in effect for a period of twenty (20) years from the date hereof:

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

THE CITY OF PEORIA,
a Municipal Corporation

By: Dan P. Rausch
Mayor

COULTER PROPERTIES, INC., an
Illinois corporation

By: Steven C. Davison
Steven C. Davison, Treasurer

Attest:

By: Mary E. Haynes
City Clerk

Attest:

By: Brian J. Meginnis
Brian J. Meginnis,
Assistant Secretary

Examined and approved by:

Randall P. [Signature]
Corporate Counsel

RESOLUTION NO. 05-002-B

CITY OF PEORIA.

Peoria, Illinois JANUARY 4th 2005

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF GALENA ROAD INDUSTRIAL PARK SUBDIVISION, AN INDUSTRIAL DEVELOPMENT LOCATED SOUTH AND EAST OF ROUTE SIX AND WEST OF ROUTE 29, WITH AN ADDRESS OF 11433 GALENA ROAD, MOSSVILLE, IL.

WHEREAS, the City of Peoria has the authority to review subdivisions and developments within the limits of its corporate boundaries and within its mile and one half extra-territorial jurisdiction; and

WHEREAS, the City Planning Commission reviewed this request on December 15, 2004

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

Section 1. That the preliminary plat of Galena Road Industrial Park Subdivision, an industrial development located at south and east of Route 6 and west of Route 29 with an address of 11433 Galena Road, Mossville, IL (Exhibit A), generally described as a subdivision of part of the SW ¼ of Section 23, T10N, R8E of the 4th Principal Meridian is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS THIS 4th DAY OF JANUARY, 2005.

APPROVED:

Dave P. Rausch
Mayor

ATTEST:

Mary L. Hayes
City Clerk

EXAMINED AND APPROVED

Randall R. [Signature]
Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH $00^{\circ}-19'-30''$ EAST (BEARING ASSUMED FOR PURPOSES OF DESCRIPTION ONLY) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 144.70 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH $00^{\circ}-19'-30''$ EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY R59, 53.50 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 2,899.93 FEET, AN ARC DISTANCE OF 541.11 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH $05^{\circ}-18'-42''$ EAST, A LENGTH OF 540.33 FEET) TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}-02'-00''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 743.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 323.10 FEET, AN ARC DISTANCE OF 173.33 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH $20^{\circ}-56'-04''$ EAST, A LENGTH OF 171.26 FEET) TO A POINT OF TANGENCY; THENCE NORTH $36^{\circ}-09'-20''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 209.46 FEET; THENCE SOUTH $88^{\circ}-56'-37''$ EAST, 48.04 FEET; THENCE SOUTH $38^{\circ}-45'-34''$ EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY 16, 1,286.71 FEET; THENCE SOUTH $09^{\circ}-15'-19''$ EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 117.26 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTH $38^{\circ}-07'-40''$ WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 406.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,839.60 FEET, AN ARC DISTANCE OF 401.60 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH $36^{\circ}-09'-32''$ WEST, A LENGTH OF 401.52 FEET); THENCE NORTH $55^{\circ}-48'-36''$ WEST, 30.00 FEET; THENCE SOUTH $33^{\circ}-55'-30''$ WEST, 51.94 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HARTMANN ROAD; THENCE NORTH $89^{\circ}-27'-50''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 343.73 FEET; THENCE NORTH $84^{\circ}-58'-17''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 140.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY R59; THENCE NORTH $36^{\circ}-37'-11''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 137.64 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 29.334 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF PEORIA, IN THE STATE OF ILLINOIS.

Tax ID No.s: 09-23-351-001; 09-23-351-002; 09-23-351-003

