



January 4, 2005

Larry Herman/Carl Hoerr
Grand Valley Companies LLC
11423 N. State
Mossville, IL 61552

Tom Leiter
The Leiter Group
309-A Main Street
Peoria, IL 61602

J. R. Franklin
Austin Engineering Company, Inc.
8100 N. University Street
Peoria IL 61615

Interested Parties

RE: Case No. CPC 04-L

Please be advised that on Tuesday, July 6, 2004, the City Council approved the following request:

RECOMMENDATION TO APPROVE A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR MEDINA CROSSING SUBDIVISION, AN INDUSTRIAL DEVELOPMENT LOCATED NORTH AND EAST OF ROUTE SIX AND WEST OF ROUTE 29, WITH AN ADDRESS OF 11419 AND 11423 N. STATE STREET, MOSSVILLE, IL. (CPC 04-L)

This request was approved as outlined in the enclosed copy of the approved document. If you have any questions, please contact me at 494-8667.

Please accept our apology for the delay in mailing this information.

Sincerely,

A handwritten signature in black ink that reads "Leah Allison".

Leah Allison
Urban Planner

LA/ps

Enclosure

RESOLUTION NO. 04-347
CITY OF PEORIA.

Peoria, Illinois JULY 6th 2004

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED NORTH AND EAST OF ROUTE SIX AND WEST OF ROUTE 29, WITH AN ADDRESS OF 11419 AND 11423 N. STATE STREET, MOSSVILLE, IL., ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Larry Herman and Carl Hoerr, as members and managers of St. Elmo, LLC, are the owners of certain real estate near the corporate limits of the City of Peoria and are 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 July 6, 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 6th DAY OF JULY 2004.

APPROVED:

David P. Raney
Mayor

ATTEST:

Mary B. Haynes
City Clerk

BY: Beth Baer
Deputy Clerk

EXAMINED AND APPROVED

Randall P. [Signature]
Corporation Counsel

This Document Prepared By:

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

**ANNEXATION AGREEMENT BETWEEN THE CITY OF PEORIA AND
GRAND VALLEY COMPANIES LLC**

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 6th day of July, 2004, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and Larry Herman & Carl Hoerr (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the owner is the sole owner(s) of record of the following described property attached hereto as "Exhibit A" (hereinafter referred to as the "Property"):

WHEREAS, the Property is located within the County of Peoria, Illinois ("County") and is 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 agreement

WHEREAS, this Annexation agreement was submitted to the corporate authorities for public hearing as required by law; and

WHEREAS, due notice as required by law has been sent to and received by all entities entitled to such notice as required by law; and

WHEREAS, all conditions precedent to entering into this Annexation Agreement have been undertaken and satisfied as required by law; and

WHEREAS, the 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 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 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.
- B. The parties acknowledge that prior to annexation of the property, the County of Peoria 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 Agreement.
- C. Connection 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 Owners shall not be required to connect to a sewer which is located on the opposite side of an Interstate Highway from the property.
- D. 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. Non-agricultural development of the site will require connection to public water and public sewer when available, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City (except as noted in "3.A" above), i.e. City building codes, and subdivision requirements.
- D. This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.
- E. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.
- F. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- G. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns
- H. This agreement may be amended by mutual consent of the parties.
- I. 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 Agreement on the date set forth above.

THE CITY OF PEORIA, a Municipal Corporation

By: David P. Rawls

Mayor

Attest:

By: Mary L. Hayes
City Clerk

BY: Scott Ball
Deputy Clerk

Examined and approved by:
Randall [Signature]
Corporation Counsel

NA

Corporation Counsel

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 David Ransburg, personally known to me to be the Mayor of the City of Peoria, and Beth Ball, personally known to me to be the 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 7th day of July, 2004.

Joan Schaumburg
Notary Public

LARRY HERMAN
Carl Hoerr, Owner of Record:
Larry Herman
By: Carl Hoerr



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 Larry Herman & Carl Hoerr personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of August, 2004.

Joan Schaumburg
Notary Public



LEGAL DESCRIPTION OF TRACT TO BE RECORDED AS "MEDINA CROSSING, SECTION ONE"

A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP TEN (10) NORTH, RANGE EIGHT (8) EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN (27), THENCE NORTH $89^{\circ}-42'-14''$ WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN (27), 134.29 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE STREET, (COUNTY HIGHWAY R59), SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, (THE FOLLOWING SIX (6) COURSES ARE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE), THENCE SOUTH $12^{\circ}-30'-11''$ WEST, 166.18 FEET; THENCE SOUTH $20^{\circ}-54'-12''$ WEST, 289.69 FEET; THENCE SOUTH $34^{\circ}-47'-54''$ WEST, 97.28 FEET; THENCE SOUTH $21^{\circ}-46'-46''$ WEST, 201.00 FEET; THENCE SOUTH $26^{\circ}-19'-32''$ WEST, 202.89 FEET; THENCE SOUTH $22^{\circ}-26'-41''$ WEST, 119.83 FEET; THENCE NORTH $86^{\circ}-50'-15''$ WEST, 257.39 FEET; THENCE NORTH $79^{\circ}-14'-35''$ WEST, 118.33 FEET; THENCE NORTH $68^{\circ}-53'-52''$ WEST, 138.61 FEET; THENCE NORTH $53^{\circ}-17'-55''$ WEST, 123.77 FEET; THENCE NORTH $45^{\circ}-18'-48''$ WEST, 306.55 FEET; THENCE NORTH $40^{\circ}-54'-05''$ WEST, 331.94 FEET; THENCE NORTH $24^{\circ}-01'-39''$ WEST, 409.13 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SEVEN (27); THENCE SOUTH $89^{\circ}-42'-14''$ EAST, ALONG SAID NORTH LINE, 1608.86 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 25.701 ACRES, MORE OR LESS.

AUSTIN ENGINEERING CO., INC.
CIVIL ENGINEERS

PEORIA

ILLINOIS

DATE

SCALE

BOOK