



March 22, 2006

Mr. and Mrs. Walter W. Miller
5903 N. Koerner Road
Peoria, IL 61615

RE: Case No. CPC 05-EE - ANNEXATION AGREEMENT AND PETITION
FOR 5903 N KOERNER ROAD

Please be advised that on Tuesday, December 6, 2005, the City Council
approved the following request:

RESOLUTION NO. 05-656 FOR APPROVAL OF AN ANNEXATION
AGREEMENT FOR PROPERTY LOCATED SOUTH OF PARKSIDE
CIRCLE, NORTH OF CHARTER OAK ROAD, ALONG THE WEST
SIDE OF KOERNER ROAD WITH AN ADDRESS OF 5903 N.
KOERNER ROAD, EDWARDS, IL 61615 AND PARCEL
IDENTIFICATION NUMBER OF 13-15-401-005. (CPC 05-EE)

This property will not be officially annexed until such time it becomes
contiguous to the City of Peoria.

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

Enclosure

*Twin Towers Building
456 Fulton Street, Suite 402
Peoria, Illinois 61602
309/494-8600
FAX 309/494-8680*



Peoria, Illinois DECEMBER 6, 2005

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED SOUTH OF PARKSIDE CIRCLE, NORTH OF CHARTER OAK ROAD, ALONG THE WEST SIDE OF KOERNER ROAD WITH AN ADDRESS OF 5903 N. KOERNER ROAD AND PARCEL IDENTIFICATION NUMBER OF 13-15-401-005, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Patsy R. Miller 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 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 6, 2005, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

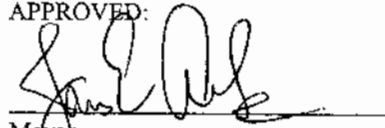
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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 6th DAY OF DECEMBER 2005.

APPROVED:


Mayor

ATTEST:


City Clerk

EXAMINED AND APPROVED


Corporation Counsel

FILED

DEC 16 2005

JOANN THOMAS
PEORIA COUNTY CLERK

Resolution
05-656
Jill
Gance
Director

This Document Prepared By:
Walter W. Miller
5903 N. Koerner Rd.
Peoria, IL. 61615

ATTACHMENT A

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

Walter W. Miller

2005 OCT 18 A 11:23

CITY CLERK
PEORIA, ILL.

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the (Annexation Agreement) is made this 15th day of Sept. 2005, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the (City) and **PATSY R. MILLER** (hereinafter referred to as the (**Owner**).

WHEREAS, the owner is the sole owner of record of the following described property attached hereto as (**Exhibit A**). (hereinafter referred to as the (**Owner**)

WHEREAS, the Property is located within the County of Peoria, Illinois (County) and is not contiguous with the corporate boundaries of the City (But is contiguous with the (**GREATER PEORIA SANITARY DISTRICT**).

WHERAS, the only electors residing within the Property is my husband **Walter W. Miller and Patsy R. Miller**.

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

WHEREAS, the corporation authorities of the City after due deliberation have, by resolution or ordinance, duly adopted and approved this Annexation Agreement as required by law.

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

1. **Annexation.** The City shall adopt such resolutions or ordinances as are required to annex the Property as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation.

2. **Zoning.** Upon the annexation of the Property to the City, the Property shall be classified in the following described zoning classification as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.

A. The Property shall be classified as R3.

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, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City, i.e. 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. In the event that either party or their successor 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 attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.
- F. 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.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- H. 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.
- I. This agreement may be amended by mutual consent of the parties.
- J. 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: Charles R. Oliver 12/14/05

Attest:

By: Mary S. Shyns

Examined and approved by:

Randall P. [Signature]
Corporation Counsel

APPROVED:

Patricia S. [Signature]
DIRECTOR OF PLANNING & GROWTH MGMT.

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 James E. Ardis II, personally known to me to be the Mayor of the City of Peoria, and Mary L. Haynes, 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 15 day of December, 2005

Joan Schaumburg

Notary Public



Patsy R. Miller, Owner of Record:

By: Patsy R. Miller

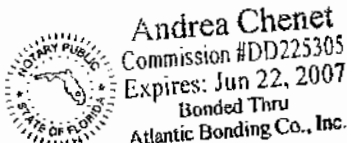
STATE OF ~~ILLINOIS~~ FLORIDA
) SS.
COUNTY OF ~~PEORIA~~ Broward

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATSY R MILLER, 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 19 day of September, 2005.

Andrea Chenet

Notary Public



RECORD LEGAL DESCRIPTION

Commencing at a point Sixteen Hundred Fifty (1650) feet North of the Southeast quarter of Section 15 on the West line of said Southeast Quarter; running thence North two hundred (200) feet; thence East to the center of the roadway known as Koerner Road, as shown by County Survey; thence South two hundred (200) feet; thence West to place of beginning. The same being on Southeast Quarter of Section 15 Township 9 North, Range 7 East of the Fourth Principal Meridian situated in the County of Peoria in the State of Illinois.