



July 21, 2003

Attorney Sandra Birdsall
Hasselberg, Williams, Grebe, & Snodgrass
124 SW Adams Street
360 Bank One Building
Peoria, IL 61602

Interested Parties

RE: Case No. CPC 03-M

Please be advised that on Tuesday, July 15, 2003, the City Council approved the following request for:

APPROVAL OF THE ANNEXATION AGREEMENT FOR CERTAIN
PROPERTY LOCATED AT AN APPROXIMATE ADDRESS OF 7800
NORTH ROUTE 91, IMMEDIATELY SOUTH OF A FIVE-ACRE
PARCEL PREVIOUSLY ANNEXED, ALL LOCATED WITHIN ONE
AND ONE-HALF MAILES OF THE CITY OF PEORIA, ILLINOIS
CPC 03-M 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 494-8614.

Sincerely,

A handwritten signature in black ink, appearing to read 'James P. Martin'.

James P Martin
Senior Urban Planner

JPM/ps

Attachments

A decorative graphic consisting of two thick, parallel diagonal lines slanting upwards from left to right.

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

RESOLUTION NO. 03-393
CITY OF PEORIA.

Peoria, Illinois July 15, 2003

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED AT AN APPROXIMATE ADDRESS OF 7800 NORTH ROUTE 91, IMMEDIATELY SOUTH OF A FIVE-ACRE PARCEL PREVIOUSLY ANNEXED, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Scott Hoerr, Irvin Hoerr and Linda A. Gardiner, 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 15, 2003, 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 15TH DAY OF JULY 2003.

APPROVED:

Dan P. Rany
Mayor

ATTEST:

Mary E. Haynes
City Clerk

EXAMINED AND APPROVED

Randall R. Rany
Corporation Counsel

Prepared by:
Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
Bank One Building
124 Southwest Adams Street, Suite 360
Peoria, IL 61602-1320

Return to:
City of Peoria
Department of Planning & Growth Management
Twin Towers Plaza
456 Fulton Street, Suite 402
Peoria, IL 61602

2003 JUL 15 P 1:24
CITY OF PEORIA, ILL.
Handwritten signature

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 15th day of July, 2003, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City"), SCOTT HOERR, IRVIN HOERR, and LINDA A. GARDINER, (collectively hereinafter referred to as the "Owner") and CULLINAN COMPANIES, L.L.C. (hereinafter referred to as the "Developer").

RECITALS

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

WHEREAS, the Property is located within the County of Peoria, Illinois ("County"), and is contiguous with the corporate boundaries of the City; and

WHEREAS, Developer is the holder of a contract to purchase the Property;

WHEREAS, Owner has filed a Petition for Annexation, such Petition subject to approval and execution of this Agreement and Developer's closing on the purchase of the Property.

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

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 Zoning Commission has held a public hearing on the requested zoning.

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. The Property shall be classified as C-2 special use for a shopping center. The site plan submitted to the City and attached to the special use ordinance may be revised with approval of the administrator of the Planning and Growth Management Department should it be found to be in substantial compliance with the approved site plan. Other changes may be revised by the Site Plan Review board provided they are in compliance with the C-2 commercial requirements or the finding of the Site Plan Review Board as allowed under 5.4.4 of the City of Peoria Zoning ordinances.
3. Contingencies. This Annexation Agreement in its entirety, at the option of the Developer, shall be null, void, and of no force and effect unless the Property is validly zoned and classified in accordance with and as contemplated by this Annexation Agreement at the times specified herein. Without Developer's written consent, no action should be taken by the Corporation Authorities to annex the Property to the City unless:
 - A. This Annexation Agreement has been fully executed by all parties; and
 - B. The Property, as previously described, is annexed to the City in its entirety, at one time; and
 - C. Developer closes on purchase of Property from Owner.
4. Incorporation. The Annexation Ordinance passed by the Corporation 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. Access. Subject to the approval of the Illinois Department of Transportation, the Developer shall obtain access to the Property through a cross-access easement with the property to the immediate

North at the intersection of Route 91 and American Prairie Drive and shall add the required improvements to the intersection of Route 91 and American Prairie Drive to allow access to and from the Property, including adding the fourth leg of the existing traffic signal and adding a right turn lane to northbound Route 91. The Developer shall also have the right, subject to approval of the Illinois Department of Transportation to a right in and right out access directly to the Property.

6. Storm Water Retention. The City acknowledges that the storm water drainage from the Shoppes at Grand Prairie Shopping Center on the West side of Route 91 no longer flows to the Property. Developer will provide analysis that the total flow of storm water on the Property has been greatly reduced and the run-off from the proposed development is less than the run-off was in raw state prior to the development of the Shoppes at Grand Prairie. The Developer has an easement to utilize the lake North of the Property for retention. The City agrees to the use of the lake located North of the Property without requiring on-site retention on the Property provided that the City's storm water requirements are met and sufficient storage is provided in the Lake.
7. 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.

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. Ransburg

Attest:

BY: Mary J. Haynes

Examined and approved by:

Randall P. [Signature]
Corporation Counsel

STATE OF ILLINOIS)

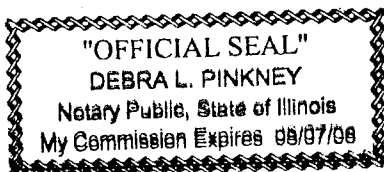
) SS.

COUNTY OF PEORIA)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David P. Ransburg, personally known to me to be the Mayor of the City of Peoria, and Mary J. 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 15th day of July, 2003.

Debra L. Pinkney
Notary Public



SCOTT HOERR

IRVIN HOERR

LINDA A. GARDNER

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Scott Hoerr, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2003.

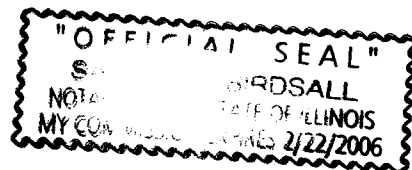
Notary Public

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 Irvin Hoerr, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July, 2003.

Sandra J. Birdsall
Notary Public



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 Linda A. Gardiner, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July, 2003.

Sandra J. Birdsall
 Notary Public



CULLINAN COMPANIES, L.L.C.

BY: [Signature]
 Michael C. Owens

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 Michael C. Owens, 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 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 15th day of July, 2003.

Janet L. Frietsch
 Notary Public



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