



November 9, 2007

Michael R. Seghetti
Elias, Meginnnes, Riffle
& Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

**RE: ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 8215 N
ALLEN ROAD – CPC 07-W**

Please be advised that on Tuesday, October 23, 2007, the City Council approved the following:

**RESOLUTION NO. 07-572, APPROVING THE ANNEXATION AGREEMENT FOR
PROPERTY LOCATED AT 8215 N. ALLEN ROAD, PEORIA, IL 61615. THE PROPERTY IS
IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 14-06-300-011. (CPC 07-W)
[DISTRICT 5]**

The request was approved as outlined in the enclosed 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
Senior Urban Planner

LA/ps

Enclosures

P:\PGM\COMMISSIONS\PLANNING COMMISSION\CPC 07-W\CPC 07-W - CC RESULTS.DOC

RESOLUTION NO. 07-572
CITY OF PEORIA.

Peoria, Illinois OCTOBER 23 20 07

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 8215 N. ALLEN ROAD, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 14-06-300-011.

Resolved

WHEREAS, Petitioner Randall G. Taylor, owner of certain real estate located near the corporate limits of the City of Peoria, 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 October 23, 2007, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

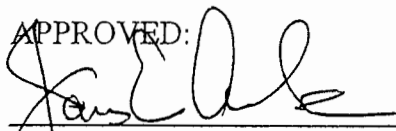
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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.

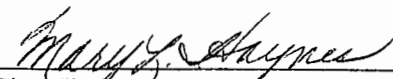
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 23rd DAY OF OCTOBER 2007.

APPROVED:



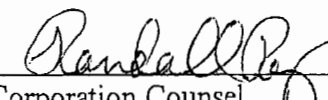
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

NOV 05 2007

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ATTACHMENT A

This Document Prepared By:

Michael R. Seghetti
Elias, Meginnes, Riffle
& Seghetti, P.C.
416 Main St., Suite 1400
Peoria, IL 61602

Mail To:

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

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 30th day of October, 2007, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and PIONEER INDUSTRIAL PARK, INC. (hereinafter referred to as the "Owner").

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"):

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

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 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 C-2, Large Scale Commercial District.

3. **Acquisition Contingency.** Owner has entered into an Agreement for Purchase and Sale of Real Property with KLC Investments, LLC ("Purchaser") to purchase the Property from Owner. Purchaser agrees to proceed with due diligence with respect to the Property with the intention of acquiring the Property pursuant to the terms of such Agreement for Purchase and Sale of Real Property. Such acquisition shall be evidenced by the recording (with the office of the Peoria County Recorder) by the Purchaser of appropriate documentation of a conveyance of the Property, and this Agreement is expressly conditioned upon such acquisition of the Property by the Purchaser from the Owner. Upon such closing of the

Purchaser's purchase of the Property, the Purchaser shall exercise best efforts to notify the City of same, but such notification shall not be required for, or a condition of, the effectiveness of this Agreement. If, on the other hand, the Purchaser fails to acquire and close on the purchase of the Property from the Owner on or before December 31, 2007, the City shall not annex the Property and this Agreement shall be null and void; and the relationships, rights and obligations of the parties shall be the same as if this Agreement had never been executed (unless such foregoing date is extended in writing by the parties).

4. 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.

[SIGNATURE PAGE FOLLOWS]

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 10/30/07
CITY MANAGER

Attest: Mary L. Haynes
City Clerk

Approved for
Content - Patricia
S. Jones

Examined and approved by:

Randa O'Brien
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 Charles R. Oliver, personally known to me to be the City Manager 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 City Manager and City Clerk, they signed and delivered the said instrument as City Manager 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 2nd day of November, 2007.

Beth A. Ball
Notary Public



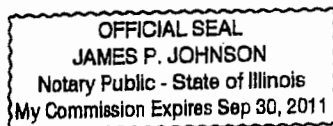
PIONEER INDUSTRIAL PARK, INC.

By: Randall G. TaylorIts: President

State of Illinois)
) ss.
 County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Randall G. Taylor, personally known to me to be the President of Pioneer Industrial Park, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of such corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 15th day of October, 2007.



[Signature]
 Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 (as amended by Surveyor's Affidavits recorded February 8, 1990, as Document No. 90-02935 and December 11, 1998, as Document No. 98-46461) in Pioneer Industrial Park, Section 7, a Subdivision of part of the North Half of the Southwest Quarter of Section 6, Township 9 North, Range 8 East of the Fourth Principal Meridian, according to the Plat thereof recorded on January 15, 1990, as Document No. 90-00977, in Plat Book 4, Page 105, situated in the County of Peoria and State of Illinois.

PIN: 14-06-300-011

Address: 8215 N. Allen Rd., Peoria, Illinois