

**PLANNING AND GROWTH MANAGEMENT**



February 7, 2007

Peoria Firefighter's Club, Inc.  
c/o Attorney Robert C. Hall  
416 Main Street, Suite 1125  
Peoria, IL 61602

RE: CASE NO. CPC 06-W – ANNEXATION – 9123 N RADNOR ROAD

Please be advised that on Tuesday, November 14, 2006, the City Council approved the following:

**RESOLUTION NO. 06-589-A, AS AMENDED, APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 9123 N. RADNOR ROAD, IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 08-36-300-015, LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA;**

On Tuesday, January 16, 2007, the City Council approved the following:

**ORDINANCE NO. 16,067 ANNEXING TERRITORY CONTIGUOUS TO THE CITY OF PEORIA – 9123 N. RADNOR ROAD.**

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  
Senior Urban Planner

LA/ps

Attachments

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

# RESOLUTION NO. 06-589-A

CITY OF PEORIA.

Peoria, Illinois NOVEMBER 14 20 06

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 9123 N. RADNOR ROAD, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 08-36-300-015, LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

## Resolved

WHEREAS, Petitioners Melissa J. Geraci, owner of certain real estate, and Peoria Firefighter's Club, Inc., holder of a contract to purchase certain real estate located near the corporate limits of the City of Peoria, 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 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 September 19, 2006, 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 14TH DAY OF NOVEMBER 2006.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED

Corporation Counsel

**FILED**

DEC 21 2006

R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

**ANNEXATION AGREEMENT - -  
Peoria County**

**THIS DOCUMENT PREPARED BY  
and  
AFTER RECORDING MAIL TO:**

**ROBERT C. HALL  
MILLER, HALL & TRIGGS  
416 Main Street, Suite 1125  
Peoria, Illinois 61602-1161**

**FILED**

**DEC 21 2006**

**R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK**

**ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** (this "Agreement") is made and entered into this 15<sup>th</sup> day of NOVEMBER, 2006, by and among the **CITY OF PEORIA, an Illinois municipal corporation**, located in Peoria County, State of Illinois ("City"), by and through its Mayor and the Members of its City Council (hereinafter sometimes referred to collectively as the "Corporate Authorities"); **PEORIA FIREFIGHTERS CLUB, INC., an Illinois Not-for-Profit Corporation** ("Firefighters Club"); and **MELISSA J. GERACI** ("Owner");

**WITNESSETH:**

**WHEREAS**, the Firefighters Club has entered into a Real Estate Purchase Agreement with Owner to purchase the following described real estate (the "Property"), to-wit:

A part of the Southwest Quarter of Section 36, Township 10 North, Range 7 East of the Fourth Principal Meridian, lying South of F.A.P. Route 405; such part being a parcel of land labeled and depicted as Tract III on that survey plat dated July 3, 2002, and recorded July 24, 2002 as Document No. 02-29531, situate, lying and being in the County of Peoria, State of Illinois;

P.I.N.: 08-36-300-015

**WHEREAS**, the Owner is the sole owner of the Property;

**WHEREAS**, the Firefighters Club, after its acquisition of the Property, intends to develop the Property for the uses as described hereinafter;

**WHEREAS**, the Property is contiguous (as that term is defined as a matter of law with respect to applicable requirements for the annexation of real estate) with the corporate limits of the City;

**WHEREAS**, the City and its Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to the City on the terms and conditions herein set forth would serve the best interests of the City;

**WHEREAS**, there are no electors residing upon or within the Property;

**WHEREAS**, this Agreement was submitted to the Corporate Authorities for a public hearing as required by law;

**WHEREAS**, all notices as required by law have been sent by the City to all entities to whom such notices may be required by law to be given;

**WHEREAS**, the City has determined that this Agreement is consistent with, and not in violation of, any other Agreement to which the City is a party, including without limitation that Intergovernmental Agreement by and between the City and the County of Peoria dated June 9, 1998 (the terms and conditions of which Intergovernmental Agreement the City has appropriately performed to properly provide for the annexation of the Property as herein set forth);

**WHEREAS**, the City after due deliberation has, by resolution, duly adopted and approved this Agreement;

**WHEREAS**, the Firefighters Club and the Owner have filed a Petition for Annexation (the "Petition") for the Property, such Petition being subject to approval and execution of this Agreement by the City;

**WHEREAS**, the Firefighters Club and the Owner have expended substantial sums of money and have materially altered their positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by the City; and

**WHEREAS**, consistent with the above, the City is willing, and desires, to cooperate with the Firefighters Club and the Owner in obtaining any approvals and permits as may be required for the use and development of the Property as herein set forth;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants and agreements herein contained **IT IS HEREBY AGREED**, as follows:

**1. Authoritative Law; Enactment of Resolutions/Ordinances.** This Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the Property as described above shall be annexed to the City pursuant to the Petition, pursuant to the procedure for annexation as set forth in 65 ILCS 5/11-15.1-1, et seq., and pursuant to the terms of this Agreement. The Corporate Authorities upon execution of this Agreement by the Owner and Firefighters Club shall, unless previously so provided, enact (without further hearing) ordinances annexing the Property to the City, subject to and consistent with this Agreement.

**2. Acquisition Contingency.** As earlier described, the Firefighters Club has entered into a Real Estate Purchase Agreement with the Owner to purchase the Property from the Owner. The Firefighters Club agrees that the Firefighters Club shall proceed with due diligence and in good faith to acquire the Property and close the purchase transaction pursuant to the terms of such Real Estate Purchase Agreement. Such acquisition shall be evidenced by the recording (with the office of the Peoria County Recorder) by the Firefighters Club of appropriate documentation of a conveyance of the Property, and this Agreement is expressly conditioned upon such acquisition

of the Property by the Firefighters Club from the Owner. Upon such closing of the Firefighters Club's purchase of the Property, the Firefighters Club 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 Firefighters Club fails to acquire and close on the purchase of the Property from the Owner on or before December 31, 2006, 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).

3. **Zoning.** Upon the annexation of the Property to the City, the Property shall be classified as a C-2 (commercial) zoning district, with the right of the Firefighters Club and any successors in interest to be able to use the Property or any use permitted thereby (including [without limitation] meeting, recreational and social facilities for a membership organization). With respect to the latter, such recreational and social facilities may include as an appurtenance thereto outdoor improvements and equipment such as a swimming pool and bathhouse, playground apparatus, picnic areas/shelters, sports/recreational fields or courts, etc. The City agrees that no amendment to the City ordinances or regulations as may hereafter be enacted shall be applied to be more restrictive to the Property or to the ability of the Firefighters Club to develop the Property in accordance with the City's ordinances and regulations currently in force and effect.

4. **Sanitary Sewage.** The parties acknowledge and recognize that there is presently not available to the Property any public sanitary sewer lines or other infrastructure that can provide sanitary sewage disposal service to and for the Property. Based upon the foregoing, the Firefighters Club and any of its successors in interest may (for any development or use established upon the Property) install and use a holding tank for the temporary retention of sanitary sewage (for physical removal therefrom and proper disposal from time to time as reasonably needed), which holding tank is anticipated to be similar in design and operation as a facility presently provided upon and for the real estate parcel located immediately to the south of the Property (currently occupied and operated by that business commonly known as Triplet Lawn and Landscaping). Such holding tank and any equipment installed or used with respect to the disposal of sanitary sewage of improvements upon the Property shall otherwise be in accordance with the ordinances and regulations as may be applicable to the installation and use thereof. Notwithstanding the foregoing, however, whenever a public sanitary sewage disposal pipeline is extended to a boundary of the Property, the Firefighters Club agrees to connect and use such public sewer line. With respect to the foregoing, the Firefighters Club or its successors in interest, agree to pay any and all reasonable costs associated therewith and (to the extent that such sanitary sewage service and pipeline is made available by the Greater Peoria Sanitary and Sewage Disposal District), the Firefighters Club or its successors in interest agree to proceed with the annexation of the Property to the Greater Peoria Sanitary and Sewage Disposal District in accordance with the requirements of the Sanitary District with respect thereto.

5. **Special Provisions Regarding Development/Uses.** In the construction, development and use of the Property as contemplated herein, the parties have agreed upon certain special arrangements with respect thereto. In this respect, the City agrees that the Firefighters Club or its successors in interest shall have the right, but not the obligation, to establish one (1) off-premises lighted or unlighted billboard sign in such area or portion of the Property along the frontage of Illinois Route 6 as shall be chosen and designated by the Firefighters Club. Such billboard sign may have a sign facie area of up to (but not greater than) 700 square feet on each side of such billboard sign and may be up to (but shall not be in excess of) 50 feet in height.

The parties acknowledge and recognize that in the future it is planned that public sanitary sewer service by the Greater Peoria Sanitary and Sewage Disposal District is anticipated to extend through the Property (in a direction generally from the southwest area of the Property to the northeast area of the Property). The parties further acknowledge and recognize that there is a creek (commonly known as Fargo Run Creek) extending through

the Property which would provide a linear area through which sanitary sewer service/piping could be installed for such purposes. Subject to the right of the Firefighters Club to connect to and use such sanitary sewer service/piping (at the usual and customary fees of the Sanitary District in connection therewith), the Firefighters Club agrees to provide a sanitary sewer easement to the Greater Peoria Sanitary and Sewage Disposal District (of not greater than 20 feet in width), the centerline of which shall be the centerline of such creek as it presently extends through the Property.

The parties additionally acknowledge and recognize that Radnor Road is a public highway currently within the jurisdiction (and the maintenance responsibility) of the County of Peoria. Based upon the foregoing, and until the City has been transferred the jurisdiction of, and the maintenance responsibility for, Radnor Road, the City shall have no obligation to assure or provide access to the Property by Radnor Road, and the Firefighters Club shall pursue and arrange for any such access to Radnor Road with and through the County (until jurisdiction thereof has been transferred to the City). Consistent with the foregoing, until jurisdiction of Radnor Road is transferred and assumed by the City, the City shall impose no requirements or conditions upon the Firefighters Club for it to establish access to Radnor Road.

The Firefighters Club acknowledges that the current Bike/Walk Trail Plan of the City requires and anticipates a 10 feet wide bike/walk path along Radnor Road and along the earlier described Fargo Run Creek. In connection therewith:

A. The City agrees that, because Fargo Run Creek extends, in general, through the middle of the Property, the bike/walk path previously planned therefor may be relocated by the Firefighters Club at such location as the Firefighters Club and the City shall (in good faith and with best efforts) agree. In the event of the inability of the City and the Firefighters Club to so agree, the Firefighters Club may locate such bike/walk path along the southerly boundary of the Property to connect (at the southeast corner of the Property) with the bike/walk path to be installed along the frontage of Radnor Road to connect with that point at the southwest area of the Property at which such bike/walk path is otherwise planned to exit southwesterly from the Property.

B. The Firefighters Club shall not be obligated to install any portions of the bike/walk trail (nor pay any fees in lieu thereof) as so planned and required until the occurrence of the first to occur of the following: i) a sale of the Property or any portion thereof by the Firefighters Club; ii) such time as the planned bike/walk trail has been installed from and upon any other adjoining parcel of real estate to a boundary of the Property; or iii) the commencement of construction/development upon any other such adjoining parcel of real estate or upon that parcel of real estate east of the Property (i.e. across, and fronting upon, Radnor Road). Upon the occurrence of any of the foregoing, the Firefighters Club shall promptly, and with due diligence, construct and complete such bike/walk path, where required upon its Property, in accordance with the current applicable rules and ordinances providing therefor.

There shall be no obligation imposed by the City to upgrade Radnor Road as a precondition for the development and use of the Property by the Firefighters Club as herein provided; and vehicular and pedestrian ingress and egress to and from the Property may be by and pursuant to a mutual nonexclusive sixty (60) foot wide driveway easement as depicted and shown on that Survey Plat dated July 3, 2002, and recorded July 24, 2002, as Document No. 02-29531, with the office of the Peoria County Recorder. Further, and with respect to such driveway, there shall be no obligation upon the Firefighters Club imposed (directly or indirectly) by the City to improve such private driveway due to the fact that it is a private driveway (and exists pursuant to a mutual private driveway easement) and is not a public or private street within the jurisdiction of the City.

In the event that public water service is not available at a boundary of the Property at that time when the construction of a building or buildings begin on the Property, an alternative water source will be permitted provided said water source is approved by the City/County of Peoria Health Department and provided said water source has (as determined and approved by the City of Peoria Fire Department) the capacity and pressure to supply and serve the requirements for water sprinkling fire suppression as hereinafter set forth. With respect to the foregoing, the Firefighters Club specifically agrees to include and install a water sprinkling system to suppress fires in any "hazard area" as defined by the fire and/or building code of the City.

6. **Miscellaneous/General.**

A. **Existing Uses.** Notwithstanding the zoning classifications or other permits and approvals to be established or issued for any Property pursuant to this Agreement and notwithstanding any other provisions herein to the contrary, the present use of the Property shall be permitted to continue.

B. **Enabling Actions/Agreement Paramount.** The City does hereby expressly represent, warrant and agree that it has taken and/or will take such actions as may be required to enable the City to carry out the covenants, agreements, duties and other obligations created and imposed by the terms and conditions hereof and to enable the Property and each portion thereof to be used and developed for the uses and purposes described and permitted herein. The provisions of this Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Agreement.

C. **Time of the Essence.** Time shall be of the essence of each and every covenant and condition contained herein.

D. **Less Restrictive Laws.** Notwithstanding the other provisions contained herein, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon the Property or upon the Firefighters Club or any of its successors with respect to the development/use of the Property than is the case under existing law, then at the option of the then owner of the Property, such less restrictive adoption, amendment or interpretation shall control.

E. **Reasonability/Good Faith.** Whenever any approval or consent of the City or any of its departments, officials or employees, is called for under this Agreement, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

F. **Succession.** This Agreement shall inure to the benefit of, and be binding upon, successors of the Owner and the Firefighters Club and their respective successors, grantees, lessees, and assigns, and upon any successor corporate authorities of the City; and shall constitute a covenant running with the land. If the Property (or any portion thereof) is sold, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed; the grantee thereof shall be deemed to have, by its acceptance of the conveyance of the Property or such portion thereof, all of the rights and obligations under this Agreement, and thereafter the grantor of such grantee shall have no further obligations under this Agreement as it relates to the Property (or applicable portion thereof) as may have been conveyed.



**G. Term of Agreement.** This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereafter be authorized by statute and by City ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) years period. The expiration of the term of this Agreement shall not affect the validity of the zoning of the Property (or any portion thereof) or any ordinance enacted by the City pursuant to this Agreement.

**H. Severability.** If any provisions of this Agreement or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Agreement and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this Agreement. In the event real estate taxes have been paid on the assumption of the validity of this Agreement and the Annexation, which taxes are in excess of those that would have been paid had no Annexation taken place, the City shall refund to the party or person which has paid such real estate taxes the amount of any such excess.

**I. City Regulations Applicable.** Unless specifically otherwise provided herein, any and all ordinances, rules and regulations of the City with respect to the use and development of the Property shall be applicable to such use and/or development thereof (including, without limitation, the obligation of the Firefighters Club to provide fire protection service meeting applicable and customary requirements of the City [as soon as public water service is available to and for the Property]).

**J. Mutual Assistance.** Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

**K. Applicable Law; Venue; Enforcement.** This 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 Agreement shall be commenced in the County of Peoria, State of Illinois. This Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceeding, enforce and compel the performance of this Agreement.

**L. Counterparts.** This Agreement may be executed in counterparts and, in such case, each counterpart shall serve as an original of this Agreement.

**M. Default/Attorney's Fees.** In the event that either party or their successors 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 attorney's fees are incurred for the purpose of negotiations, trial, appellate or other services.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.



CITY OF PEORIA, an Illinois municipal corporation

By: [Signature]  
Its Mayor

APPROVED

LEGAL DEPT.

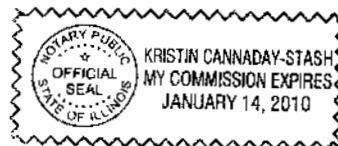
BY [Signature]

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 James Ardis personally known to me to be the Mayor of CITY OF PEORIA, a municipal corporation, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Mayor, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this 20 day of December, 2006.

[Signature]  
Notary Public



FILED

DEC 21 2006

R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

PEORIA FIREFIGHTERS CLUB, an Illinois  
Not-for-Profit Corporation

By: Robert G. Sollberger  
Its PRESIDENT

STATE OF ILLINOIS           )  
  ) SS.  
COUNTY Peoria           )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Robert G. Sollberger, personally known to me to be the President of **PEORIA FIREFIGHTERS CLUB**, an Illinois Not-for-Profit Corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said 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 28th day of November, 2006.

Michael A. Keeton  
Notary Public



**FILED**  
**DEC 21 2006**  
R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

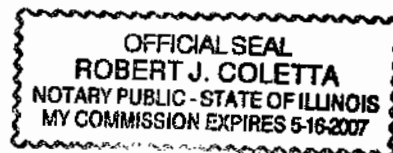
*Melissa J. Geraci*  
MELISSA J. GERACI

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 **MELISSA J. GERACI**, 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 said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of December, 2006.

  
Notary Public



**FILED**

**DEC 21 2006**

STEVE SONNEMAKER  
PEORIA COUNTY CLERK

**JAN 26 2007**

AN ORDINANCE ANNEXING TERRITORY CONTIGUOUS TO THE  
CITY OF PEORIA, ILLINOIS

R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

WHEREAS, a written petition has been signed by the legal owner(s) of record of all land within the territory hereinafter described and was filed with the City Clerk of Peoria on August 1, 2006, and which petition requested annexation of territory hereinafter described which is contiguous to the City of Peoria and which is not within the corporate limits of any municipality; and

WHEREAS, legal notices regarding the intention of the City of Peoria to annex said territory have been sent to all public bodies required to receive such notice by State Statute; and

WHEREAS, copies of such notices have been recorded in the office of the Recorder of Deeds of Peoria County; and

WHEREAS, legal notices regarding the intention of the City of Peoria to annex said territory have been published in a newspaper in the annexing municipality pursuant to State Statute; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with 65 ILCS 5/7-1 *et seq.*, and

WHEREAS, the City Council has considered the question of the annexation of the territory hereinafter described and has determined that said annexation is in the best interests of the citizens of the City of Peoria, and that the request of said petitioners should be granted.

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

Section 1. That the territory hereinafter described, being contiguous to the City of Peoria and not within the corporate limits of any municipality, be and the same is hereby annexed to the

City of Peoria in accordance with the provisions of 65 ILCS 5/7-1 *et seq.* The territory hereby annexed is described as follows: See "Exhibit A" attached hereto and made a part of this ordinance and is further shown by the hatched lines on the plat of annexation attached hereto, and noted as "Exhibit B", which is made a part of this ordinance.

Section 2. That the City Clerk is hereby directed to record with the Recorder of Deeds, and to file with the County Clerk a certified copy of this ordinance, together with the accurate plat of the territory annexed appended to said ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval according to law.

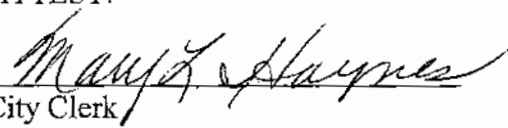
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS

16th DAY OF JANUARY, 2007.

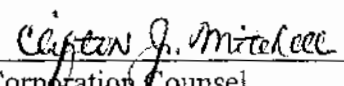
APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

EXAMINED AND APPROVED:

  
\_\_\_\_\_  
Corporation Counsel

**FILED**

**JAN 26 2007**

R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK

A part of the Southwest Quarter of Section 36, Township 10 North, Range 7 East of the Fourth Principal Meridian, lying South of F.A.P. Route 405; such part being a parcel of land labeled and depicted as Tract III on that survey plat dated July 3, 2002, and recorded July 24, 2002 as Document No. 02-29531, situate, lying and being in the County of Peoria, State of Illinois;

P.I.N.: 08-36-300-015

**FILED**

**JAN 26 2007**

**R. STEVE SONNEMAKER  
PEORIA COUNTY CLERK**

# ANNEXATION MAP

## CITY OF PEORIA

ANNEXATION NO. 374

ORDINANCE NO. 16,067

DATE: January 16, 2007



AREA ANNEXED: 19.61 ACRES

PREPARED BY: Ant E. Howard

