



November 18, 2005

Jim Franklin
Austin Engineering
8100 N. University Ave.
Peoria, IL 61615

RE: Case No. CPC 05-Z Sable Creek Annexation and Preliminary Plat

Please be advised that on Tuesday, November 1, 2005, the City Council approved the following:


RESOLUTION NO. 05-550-A APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED EAST OF ILLINOIS ROUTE 6, SOUTH OF CHARTER OAK ROAD, ALONG THE EAST SIDE OF CHARTER OAK LANE, IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBERS 13-23-200-027 AND 13-23-200-022, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA. [WITH REPLACEMENT PARAGRAPH 5.C.(5) FOR THE ANNEXATION AGREEMENT]; AND

ORDINANCE NO. 15,846 ANNEXING TERRITORY CONTIGUOUS TO THE CITY OF PEORIA - 5414 N. CHARTER OAK LANE (TEMPORARY ADDRESS); AND

RESOLUTION NO. 05-550-C APPROVING THE PRELIMINARY PLAT OF SABLE CREEK SUBDIVISION, A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED EAST OF ILLINOIS ROUTE 6, SOUTH OF CHARTER OAK ROAD, ALONG THE EAST SIDE OF CHARTER OAK LANE.

These requests were approved as outlined in the attached copies of the approved documents. If you have any questions, please contact me at 494-8667.

Sincerely,


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**

FILED

NOV - 8 2005

JoANN THOMAS
PEORIA COUNTY CLERK

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

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 24, 2005, 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: Sec "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.

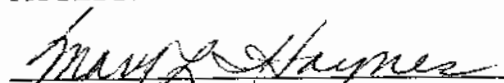
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 1ST
DAY OF NOVEMBER 2005.

APPROVED:



Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED:



Corporation Counsel

FILED

NOV - 8 2005

JoANN THOMAS
PEORIA COUNTY CLERK

EXHIBIT A

Legal Description

A part of the Northwest Quarter of the Northeast Quarter of Section Twenty-three (23), Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section Twenty-three (23), thence South 88°-54'-24" East, (bearing assumed for purpose of description only), along the North line of the Northeast Quarter of said Section Twenty-three (23), 1319.44 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section Twenty-three (23); thence South 00°-48'-26" West, along the East line of the Northwest Quarter of the Northeast Quarter of Section Twenty-three (23), 450.99 feet to the Southeast corner of a 2.000 acre tract shown on a plat recorded in Tract Survey Book 30, Page 105 in the Peoria County Recorder's Office, said point being the Point of Beginning of the tract to be described; FROM THE POINT OF BEGINNING, thence South 00°-48'-26" West, along the East line of the Northwest Quarter of the Northeast Quarter of said Section Twenty-three (23), 870.69 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section Twenty-three (23); thence North 88°-55'-48" West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section Twenty-three (23), 285.00 feet to the Southeast corner of a 1.000 acre tract; thence North 00°-48'-37" East, along the East line of said 1.000 acre tract, 160.00 feet; thence North 88°-55'-04" West, along the North line of said 1.000 acre tract, 264.70 feet to the centerline of Charter Oak Lane; thence North 06°-12'-08" East, along said centerline, 711.69 feet; thence South 89°-08'-34" East, along the South line of said 2.000 acre tract recorded in Tract Survey Book 30, Page 105 in the Peoria County Recorder's Office, and said line extended, 482.75 feet to the Point of Beginning, said tract containing 9.457 acres, more or less, said tract being subject to that portion used for ingress-egress to and from adjacent properties.

PIN No: Part of 13-23-200-027

A part of the Northeast Quarter of Section Twenty-three (23), Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section Twenty-three (23), thence North 88°-54'-24" West, (bearing assumed for purpose of description only), along the North line of the Northeast Quarter of said Section Twenty-three (23), 1319.44 feet to the West line of the East Half of the Northeast Quarter of said Section Twenty-three (23); thence South 00°-48'-26" West, along said West line, 450.99 feet to the Point of Beginning of the tract to be described; FROM THE POINT OF BEGINNING, thence South 89°-08'-34" East, 150.00 feet; thence South 20°-47'-38" East, 174.07 feet; thence South 03°-31'-03" East, 774.07 feet to the Northwesterly line of Weaver Ridge, Phase One, a subdivision in part of the Northeast Quarter of said Section Twenty-three (23) as recorded in Plat Book 6, Pages 11 through 20, in the Peoria County Recorder's Office; thence South 52°-17'-44" West, along said Northwesterly line, 126.89 feet; thence South 75°-27'-19" West, along said Northwesterly line, 179.56 feet to the West line of the East Half of the Northeast Quarter of said Section Twenty-three (23); thence North 00°-48'-26" East, along said West line, 1060.19 feet to the Point of Beginning, said tract containing 5.485 acres, more or less.

PIN No: 13-23-200-022

FILED

NOV - 8 2005

JOANN THOMAS
PEORIA COUNTY CLERK

FILED

NOV - 8 2005

ANNEXATION MAP**CITY OF PEORIA**JoANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION NO. _____

ORDINANCE NO. _____

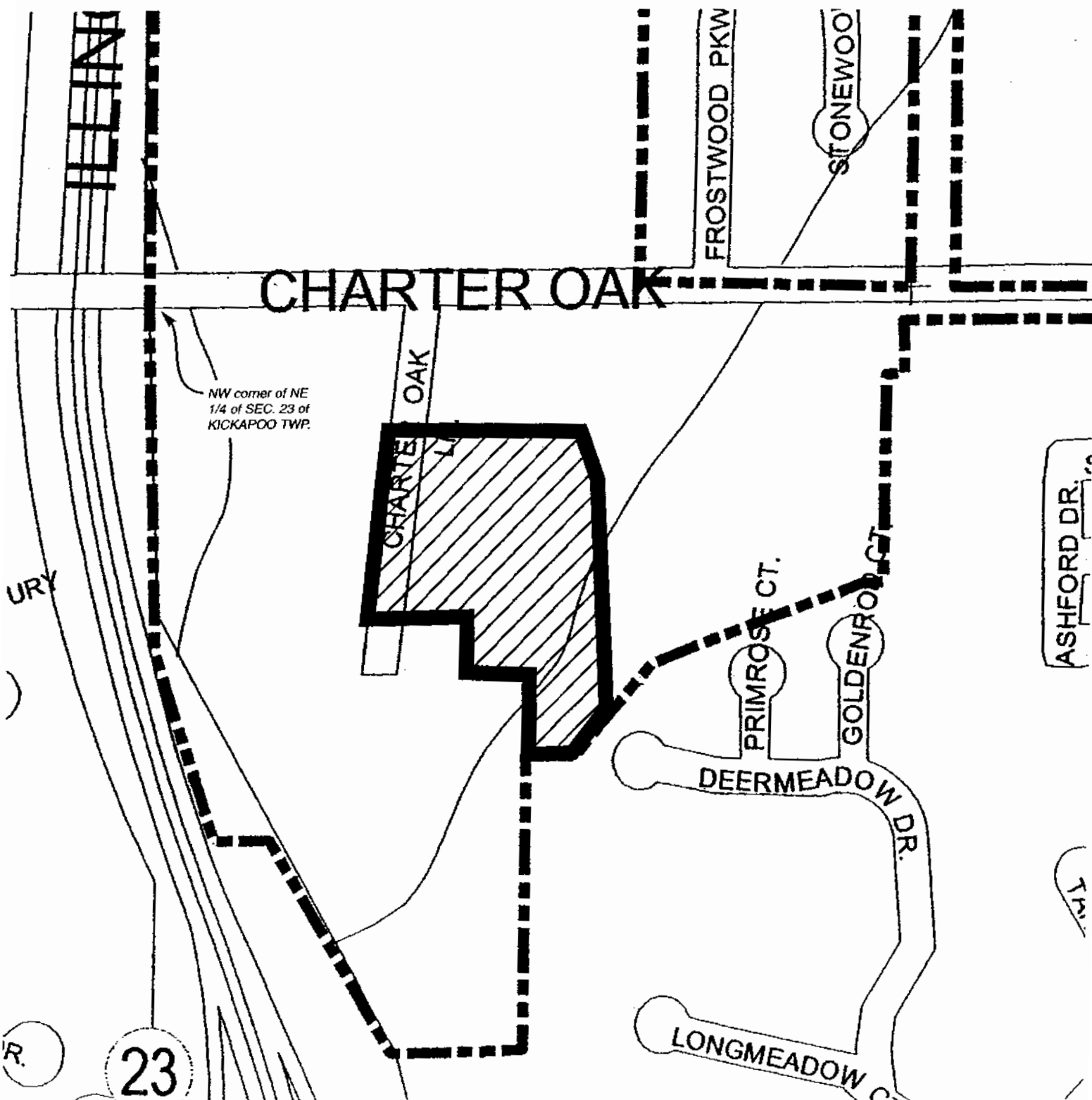
DATE: _____



AREA ANNEXED: _____ ACRES

NORTH

PREPARED BY: _____



ANNEXATION MAP

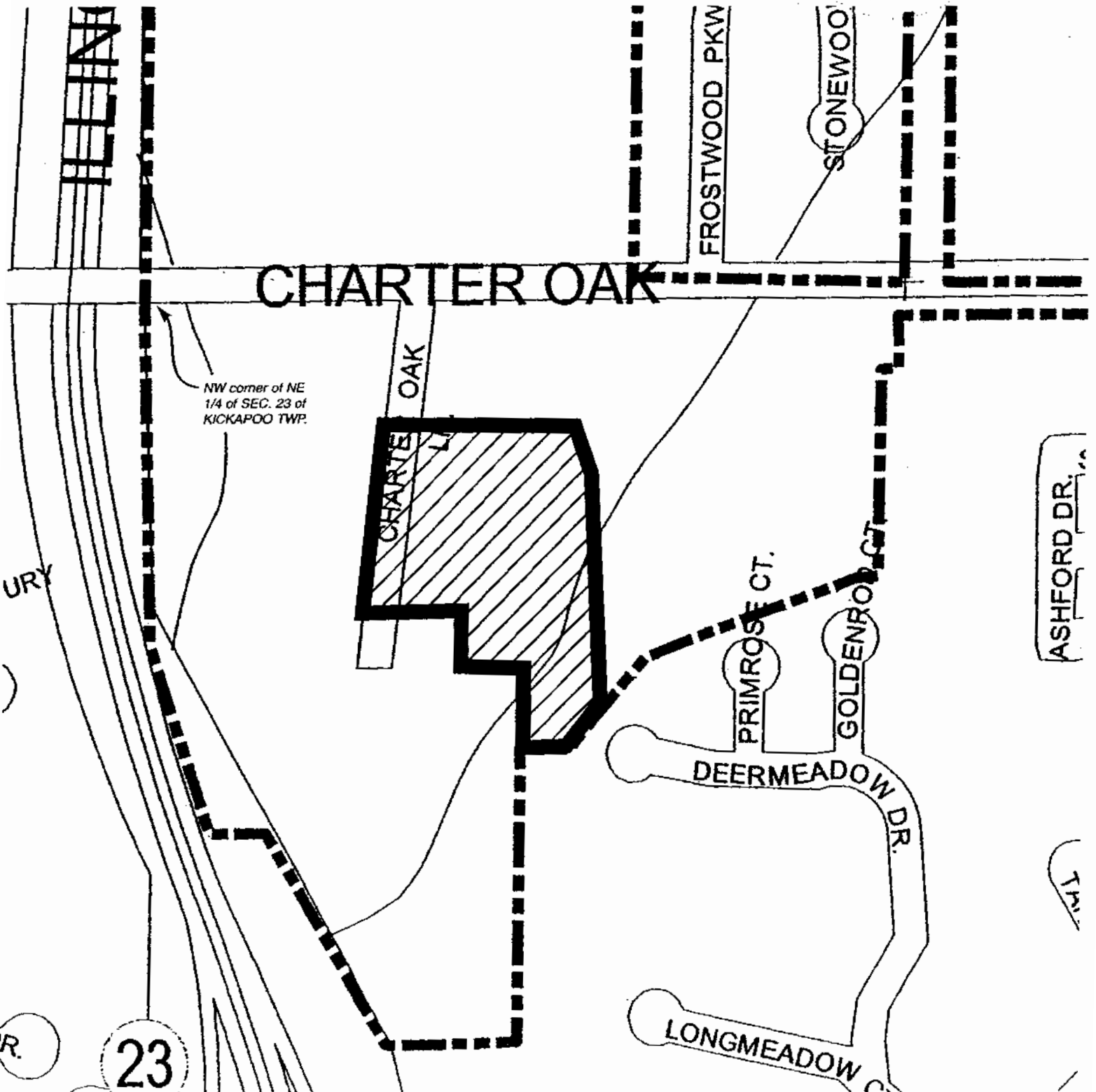
CITY OF PEORIA

ANNEXATION NO. 368
 ORDINANCE NO. 15,846
 DATE: November 1, 2005



AREA ANNEXED: 15.89 ACRES

PREPARED BY: [Signature] Including ROW



Peoria, Illinois November 1, 20 05

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY LOCATED EAST OF IL ROUTE 6, SOUTH OF CHARTER OAK ROAD, ALONG THE EAST SIDE OF CHARTER OAK LANE. THE PROPERTY IS IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBERS 13-23-200-027 AND 13-23-200-022, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, GK Development Services, is the holder of a contract to purchase 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 October 4, 2005, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

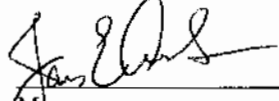
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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 1ST DAY OF NOVEMBER 2005.

APPROVED:



Mayor

ATTEST:



City Clerk

FILED

NOV - 8 2005

JoANN THOMAS
PEORIA COUNTY CLERK

EXAMINED AND APPROVED



Corporation Counsel

Prepared by:

Sandra J. Birdsall
Hasselberg, Williams, Grebe,
Snodgrass & Birdsall
124 Southwest Adams Street, Suite 360
Peoria, IL 61602-1320

Return to:

Patricia Landes
City of Peoria
Department of Planning & Growth Management
4th Floor
456 Fulton Street
Peoria, IL 61602

FILED

NOV - 8 2005

JoANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

This Annexation Agreement ("Annexation Agreement") is made and entered into this 1st day of November, 2005, by and between the City of Peoria, Illinois, an Illinois Municipal Corporation, located in Peoria County, Illinois ("City"), by and through its Mayor and its City Council ("Corporate Authorities"), GK Development Services, LLC (hereafter "Developer") and Daniel A. and Miriam R. Messerli as Co-Trustees of the Daniel A. and Miriam R. Messerli Living Trust Dated April 12, 1999 (hereafter "Messerli") and Theresa L. Mulvaney (hereafter collectively "Owners").

WITNESSETH:

WHEREAS, the Developer is the holder of a contract to purchase the following described real estate:

See Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property")

WHEREAS, Developer intends to develop the Property for residential uses as generally depicted in a Preliminary Plat attached hereto and made a part hereof as Exhibit B (the "Site Plan").

WHEREAS, the Developer desires to have the Property annexed to the City upon certain terms and conditions hereinafter set forth.

WHEREAS, the 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 further the growth of the City, enable the City to control the 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 interests of the City.

WHEREAS, the Property constitutes territory which is contiguous to and may be annexed to the City as provided in 65 ILCS 5/7-1-1 et seq.

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq., this proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by statute.

WHEREAS, notice has been sent to and received by the trustees of any Fire Protection Districts, School Districts and Public Library Districts having jurisdiction over the Property by the City, as required by statute.

WHEREAS, notice has been sent to and received by the Peoria County Soil and Water Conservation District and all entities required by law to receive notice.

WHEREAS, the Corporate Authorities of the City after due deliberation have, by resolution, duly adopted and approved the entering into this Annexation Agreement.

WHEREAS, Owners have filed a Petition for Annexation for the Property, such Petition subject to approval and execution of this Agreement and Developer's closing on the purchase of the Property as provided herein.

WHEREAS, Developer has expended substantial sums of money and has materially altered their position in reliance upon execution of this Agreement and the performance of its terms and provisions by the City.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and in reliance on the ordinance, codes and regulations to the City in effect as of the date hereof, the parties **HEREBY AGREE** as follows:

1. **Authoritative Law.** This Annexation Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq. and the Home Rule provisions of the 1970 Constitution of the State of Illinois; and the Property as depicted in Exhibit A and Exhibit B shall be annexed pursuant to the Petition filed by the Owner, and pursuant to the procedure for annexation as set forth in 65 ILCS 5/7-1 et seq and pursuant to the terms of this Agreement.

2. **Enactment of Ordinance.** The Corporate Authorities, upon execution of this Annexation Agreement and upon the filing of a proper Petition for Annexation by the Owner, as hereinabove provided, shall enact, without further hearing, ordinances annexing the Property to the City, subject to the terms and conditions of this Annexation Agreement.

3. **Contingencies.** Developer has entered into a contract to purchase the Property. When the Developer notifies the City that it has closed on the purchase of the Property, the City shall annex the Property as provided in Section 6.4 of the City Zoning Ordinance. If Developer fails to close on the purchase of the Property from the Owner on or before August 30, 2006, the City shall not annex the Property and this Annexation Agreement shall be null and void and of no force and effect.

4. **Incorporation.** The Annexation Ordinance passed by the Corporate 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. **Zoning of Property.**

A. Upon annexation of each parcel to the City, the Corporate Authorities shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to:

- (1) Zone the parcel R-3 as provided in Section 6.4 of the Zoning Ordinance;
- (2) Approve the Preliminary Plat and site plan for the Property attached hereto and made a part hereof as Exhibit B as the final site plan for each parcel.

B. **Approval of Final Plat.** Developer shall have the right to submit the final plat in phases. The City shall administratively approve the final plat for each phase of development provided said final plat is substantially in conformance with the Preliminary Plat. Provided access and the circulation pattern remains the same and subject to administrative approval, Developer shall have the right to shift the boundaries and the number of lots (but not substantially) to accommodate actual survey and other incidental changes.

C. **Development Standards.** The City agrees that until completion no amendment to the zoning ordinance or subdivision regulations thereafter enacted shall be applied to be more restrictive to the Property or to the ability to construct in accordance with the site plan. The following design standards are approved:

- (1) All streets in the subdivision shall be dedicated to the City and shall be constructed in accordance with the subdivision ordinance. If the City makes changes to the zoning or subdivision ordinance which the Developer feels are favorable, the Developer shall have the right to construct in accordance with such changes.

- (2) Developer shall dedicate 30' from the centerline of Charter Lane to the City and shall construct curb, stormwater drainage, sidewalk and one-half a street on Charter Lane adjacent to the Property.
- (3) The Developer shall have the right to elect to construct its own street signs in accordance with City standards. If the Developer so elects, the sign design must be approved by the City and signs will be maintained by the Homeowner's Association.
- (4) Water mains and fire hydrants shall be provided in accordance with City codes.
- (5) As approved by the Kickapoo Township Road Commissioner and the Peoria County Highway Commissioner, Charter Oak Lane will be improved by Developer and Messerli as follows: Developer shall construct a new roadway surface with curb and gutter to city standards (one-half a city street) as shown on the preliminary plat adjacent to the subdivision and abutting the existing pavement of Charter Oak Lane. During the construction period and until construction is completed on 80% of the lots in the subdivision, Developer shall patch Charter Oak Lane from the south edge of the subdivision to Charter Oak Road as needed to provide a safe driving surface. At such time as construction is complete on 80% of the lots as shown on the final plat (or earlier by agreement of the Developer, City, and Messerli) the following improvements shall be made; (a) Developer shall patch and overlay Charter Oak Lane adjacent to the subdivision with one and one half (1 ½) inches of asphalt (b) Messerli shall dedicate to the township, thirty feet of right of way on the Western edge of his property. (c) From the northern edge of the subdivision, Messerli shall (i) create a three foot bituminous shoulder on the existing Western three feet of Charter Oak Lane, (ii) add nine feet of pavement width from the Eastern edge of the existing pavement and a three foot aggregate or bituminous shoulder (iii) add a drainage ditch on the Eastern edge of the shoulder and (iv) patch and overlay that portion of Charter from the North edge of Developer's subdivision to Charter Oak Road with 1 ½ inches of asphalt. No additional intersection improvement shall be required of Messerli so long as the Messerli property is used for residential uses and no change to the existing culvert at Charter Oak Road shall be required of Messerli. Any change to the culvert shall be the responsibility of the Township and/or County.

The resulting Charter Oak Lane moving from East to West will have a cross section from the intersection of Charter Oak Road for a distance of 400 feet as follows: drainage ditch, three feet of

aggregate or bituminous shoulder, twenty-four feet of pavement width, three feet of bituminous shoulder (striped with a white line to indicate shoulder). No change will be made in the right of way West of the existing pavement of Charter Oak Lane.

6. **Storm Drainage/Flood Plain.** Developer shall construct storm sewers and retention basins on the Property sufficient to serve the Property. The City shall approve said storm sewer and retention basin system prior to construction, such approval conditioned on the system being constructed in general conformity with the Preliminary Plat, and in compliance with all applicable City ordinances and all other applicable laws and regulations. Developer shall maintain said storm sewer and retention basins. Developer shall comply with all state, federal and local regulations regarding soil erosion control.

7. **Building Permits.** Within three (3) days after receipt of an application by Developer for a building permit for construction of any single-family home or duplex on the Property, the City shall (1) issue a permit authorizing such construction; (2) issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this Agreement; or (3) issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of the City's Building Code applied in accordance with this Agreement, which the subject construction allegedly would violate. If the City conditionally approves such a permit, the City shall issue the permit unconditionally within five (5) working days after satisfaction by the Developer of the specified conditions.

8. **Certificate of Occupancy.** The City shall issue certificates of occupancy to Developer within seven (7) working days of application thereof, or issue a letter of denial within such period informing Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. Developer's inability, due to adverse weather conditions or other conditions outside of the reasonable control of Developer, to install service walks, stoops, landscaping and final grading or other items not posing an unreasonable risk to life, safety or property, shall not delay the issuance of a temporary certificate of occupancy. The City shall have the right to require the posting of security, on issuance of such temporary certificate of occupancy, in order to ensure completion of such uncompleted items. Developer shall have the right to occupy a home constructed on a lot prior to the issuance of an occupancy certificate for the purpose of a sales office and showing of model units or to utilize a mobile home for purposes of a sales office. Developer may construct temporary fences and parking to service the sales office.

9. **Subdivision Security.** As security for the construction of public improvements (streets, sidewalks, and erosion control), Developer shall have the right to establish an escrow account at a title company in the full amount of the cost of construction of the public improvements and to pay the construction costs from the escrow account as incurred. The final 10% of the account shall not be released until the improvements are inspected and accepted by the City. If Developer utilizes the escrow account option, no additional subdivision bond shall be required by the City.

10. **Fees.** The City represents that no annexation fees are payable by Developer or Owner as a result of the annexation of the Property to the City. No additional fees other than those normally required by City code shall be levied against the Property.

11. **Signage.** The Developer shall have the right to erect a permanent monument sign identifying the development at each entrance to the project, adjacent to road, on private property. The signage shall not exceed twenty square feet in area or five feet in height. The Sign may be illuminated. Temporary signs advertising the development availability will also be permitted at this location.

12. **Controlling Provisions.** The provisions of this Annexation Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Annexation Agreement. Notwithstanding the foregoing, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon Developer with respect to the development of the Property than is the case under the existing law, then at the option of Developer, such less restrictive adoption, amendment or interpretation shall control. Other than life safety codes, the City shall not amend its building codes to affect this development for a period of five (5) years.

13. **Commencement of Work by Developer.** Developer shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a final plat, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Property in preparation for the development of the Property upon receipt of a grading permit and soil erosion control permit from the City. The City shall approve the Developer's grading and soil erosion and sedimentation control plans or issue a letter of denial specifying why approval is withheld within twenty (20) days of submission of said plans. If the City neither approves such plans or issues a letter of denial within twenty (20) working days of submission, such plans shall be approved. Such work shall be undertaken at Developer's sole risk and without injury to the property of surrounding property owners. No letter of credit bond or other security shall be required of Developer as a condition precedent to the commencement of such work.

14. **Duration of Agreement.** This Annexation Agreement shall be binding upon the parties and their respective heirs, successors, and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by City ordinance. If any of the terms of this Annexation Agreement, or the annexation of 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) year period. The expiration of the term of this Annexation Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Annexation Agreement.

15. **Amendments.** This Annexation Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Amendments agreed to by the City and the Developer which do not affect zoning or changes in codes which would require a public hearing shall not require further public hearing.

16. **Enforceability and Severability.** If any provision, covenant, agreement or portion of this Annexation Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Annexation Agreement are declared to be severable. 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 spirit and intent of this Annexation Agreement, provided that the foregoing shall be undertaken at the expense of the Developer.

17. **Entire Agreement.** This Annexation Agreement sets forth all agreements, understandings and covenants between and among the parties. This Annexation Agreement supersedes all prior agreements, negotiations and understandings, written and oral and is a full integration of the entire agreement of the parties.

18. **Obligations of Successors.** This Annexation Agreement shall inure to the benefit of, and be binding upon, successors of the Developer and Messerli and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successors municipalities and shall constitute a covenant running with the land. This Annexation Agreement may be assigned without City approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Annexation Agreement as it relates to the portion of the Property conveyed. Individual purchasers of lots after the subdivision improvements are completed shall have no obligations under this agreement.

19. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or personally delivered, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to City:	City of Peoria Attn: City Clerk 419 Fulton Street Peoria, Illinois 61602
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With Copy to: City of Peoria
Attn: Legal Department
419 Fulton Street
Peoria, Illinois 61602

If to Developer: GK Development Services, LLC
Attn: Ric Krupps
3622 N. Knoxville
Peoria, Illinois 61603

With Copy to: Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 SW Adams, Suite 360
Peoria, Illinois 61602

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

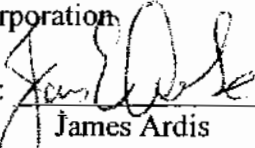
20. **Time.** Time is of the essence of this Annexation Agreement and of each and every provision hereof.

21. **Approvals.** Wherever any approval or consent of the City or of any of its departments, officials or employees, is call for under this Annexation Agreement, the sale shall not be unreasonably withheld or delayed.

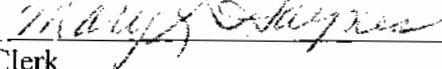
22. **Rights of Owner.** Owners are executing this Agreement as an accommodation to Developer and shall transfer the property to Developer pursuant to the contract between the parties. Upon acquisition by Developer, Owners shall have no obligations hereunder. If Developer fails to acquire the property, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement on the date first above written and, by so executing, each of the parties warrants that is possesses full right and authority to enter into this Annexation Agreement.

CITY OF PEORIA, an Illinois Municipal Corporation

By: 
James Ardis
Its: Mayor

ATTEST:

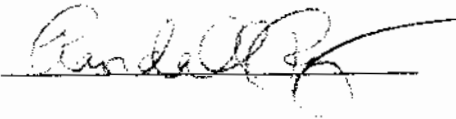
By: 
City Clerk

FILED

NOV - 8 2005

JoANN THOMAS
PEORIA COUNTY CLERK

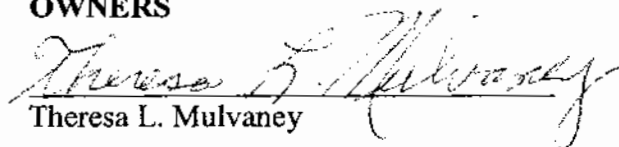
EXAMINATION AND APPROVAL
BY CORPORATE COUNSEL:

By: 

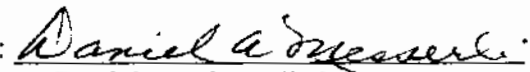
GK Development Services, LLC

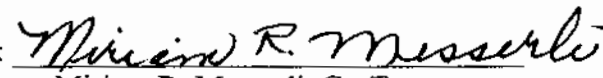
By: 
Richard L. Krupps
Its: Manager

OWNERS


Theresa L. Mulvaney

**DANIEL A. AND MIRIAM R. MESSERLI
LIVING TRUST DATED APRIL 12, 1999**

By: 
Daniel A. Messerli, Co-Trustee

By: 
Miriam R. Messerli, Co-Trustee

FILED

NOV - 8 2005

JOANN THOMAS
PEORIA COUNTY CLERK

EXHIBIT A**Parcel One:**

A 10-acre tract on the South half of the Property described as:

Part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 9 North, Range 7 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the Northwest corner of the Northeast Quarter of said Section 23; thence Easterly along the North line of the West Half of the Northeast Quarter of Section 23, 876.90 feet to the place of beginning of the tract to be described; thence continuing Easterly along the Northerly line of the West Half of said Northeast Quarter of Section 23, 440.00 feet to the East line of the West Half of the Northeast Quarter of said Section 23; thence Southerly along the East line of the West Half of the Northeast Quarter of said Section 23, 1324.20 feet to the South line of the North Half of the West Half of the Northeast Quarter of said Section 23; thence Westerly along the South line of the North Half of the West Half of the Northeast Quarter of said Section 23, 564.78 feet to a point which is 720.91 feet Easterly from the Southwest corner of the West Half of the North Half of the Northeast Quarter of Section 23; thence North 6° 44' East, 1330.05 feet along the center line of Linda Lane to the place of beginning, containing 15.27 acres, more or less; EXCEPTING THEREFROM a part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly bounded and described as follows, and bearings are for the purpose of description only: Commencing at an iron pipe at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence North 88° 39' West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 23, a distance of 285.00 feet to an iron rod, said iron rod being the point of beginning for the tract to be described; thence continuing North 88° 39' West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 23, a distance of 279.80 feet to the center line of a lane; thence North 06° 44' East, along the center lane of said lane, 160.70 feet; thence South 88° 39' East, 264.70 feet to an iron rod; thence South 01° 21' West, 160.00 feet to the point of beginning, containing 1.000 acres, and subject to any right of ingress and egress of said lane along the Westerly side of the above-described tract, and also subject to any easements of record for utility purposes; AND EXCEPTING THEREFROM a part of the Northeast Quarter of Section 23, Township 9 North, Range 7 East of the Fourth Principal Meridian, being a part of a tract shown on a plat recorded in Book 1158, page 381, Peoria County Recorder's Office, Peoria County, Illinois, being more particularly described as follows: Commencing at an iron monument at the Northeast corner of said Section 23; thence North 88° 54' 24" West, along the North line of the Northeast Quarter of said Section 23, a distance of 1319.44 feet to the Northeast corner of the West Half of the Northeast Quarter of said Section 23; thence South 00° 48' 26" West along the East line of said West Half of the Northeast Quarter, a distance of 54.99 feet to the Southerly right-of-way line of Charter Oak Road, also being County Highway D-37, said point being the point of beginning for the tract to be described; thence continuing South 00° 48' 26" West along said East line, a distance of 396.00 feet to an iron monument; thence North 89° 08' 34" West, a distance of 220.00 feet to an iron monument; thence North 00° 48' 26" East along a line parallel with said East line of the West Half of the Northeast Quarter, a distance of 396.00 feet to an iron monument on the Southerly right-of-way line of Charter Oak Road; thence South 89° 08' 34" East along said Southerly right-of-way line, a distance of 220.00 feet to the point of beginning, containing 2.000 acres, more or less, being subject to all existing easements and rights-of-way, as set forth in the plat attached to Document No 95-29050 in the office of the Recorder of Deeds, Peoria County, Illinois; situated in the County of Peoria and State of Illinois.

PIN #: 13-23-200-027

A part of the Northeast Quarter of Section Twenty-three (23), Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, more particularly described as follows:
Commencing at the Northeast corner of the Northeast Quarter of said Section Twenty-three (23), thence North 88°-54' -24" West, (bearing assumed for purpose of description only), along the North line of the Northeast Quarter of said Section Twenty-three (23), 1319.44 feet to the West line of the East Half of the Northeast Quarter of said Section Twenty-three (23); thence South 00°-48' -26" West, along said West line, 450.99 feet to the Point of Beginning of the tract to be described; FROM THE POINT OF BEGINNING,

thence South 89°-08'-34" East, 150.00 feet; thence South 20°-47' -38" East, 174.07 feet; thence South 03°31' -03" East, 774.07 feet to the Northwesterly line of Weaver Ridge, Phase One, a subdivision in part of the Northeast Quarter of said Section Twenty-three (23) as recorded in Plat Book 6, Pages 11 through 20, in the Peoria County Recorder's Office; thence South 52 °-17'-44" West, along said Northwesterly line, 126.89 feet; thence South 75°-27' -19" West, along said Northwesterly line, 179.56 feet to the West line of the East Half of the Northeast Quarter of said Section Twenty-three (23); thence North 00°-48"-26" East, along said West line, 1060.19 feet to the Point of Beginning, said tract containing 5.485 acres, more or less.

PIN # 13-23-200-022

EXHIBIT B

Preliminary Plat

RESOLUTION NO. 05-550-C

CITY OF PEORIA.

Peoria, Illinois NOVEMBER 1, 20 05

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF THE SABLE CREEK SUBDIVISION, A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED EAST OF IL ROUTE 6, SOUTH OF CHARTER OAK ROAD, ALONG THE EAST SIDE OF CHARTER OAK LANE

WHEREAS, the City of Peoria has the authority to review subdivisions and developments within the limits of its corporate boundaries and within its mile and one half extra-territorial jurisdiction; and

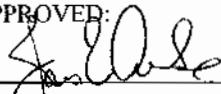
WHEREAS, the City Planning Commission reviewed this request on September 21, 2005.

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

Section 1. That the preliminary plat of Sable Creek Subdivision, a single-family residential development located to the east of IL Route 6, south of Charter Oak Road, along the east side of Charter Oak Lane (Attachment A), generally described as a subdivision of part of the NE ¼ of Section 23, T9N, R7E of the 4th Principal Meridian is hereby approved.


PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 1st DAY OF NOVEMBER 2005.

APPROVED:



Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

