



September 8, 2006

Brian Meginnes
Elias, Meginnes, Riffle & Seghetti
416 Main Street, Suite 1400
Peoria, IL 61602

RE: Case No. CPC 06-V WILDER-WAITE ELEMENTARY SCHOOL

Please be advised that on Tuesday, August 15, 2006, the City Council approved the following:

RESOLUTION NO. 06-466 ADOPTING THE ANNEXATION AGREEMENT FOR WILDER-WAITE ELEMENTARY SCHOOL LOCATED NORTH OF IL ROUTE 6, WEST OF ALLEN ROAD AND SOUTH OF ALTA LANE WITH AN ADDRESS OF 10021 N. PACIFIC STREET, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 09-31-102-004 AND 09-31-102-005. (CPC 06-V) [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 494-8667.

Sincerely,

A handwritten signature in cursive script that reads 'Leah Allison'.

Leah Allison, AICP
Urban Planner

LA/ps

Attachments

RESOLUTION NO. 06-466
CITY OF PEORIA.

Peoria, Illinois AUGUST 15, 20 06

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR WILDER-WAITE ELEMENTARY SCHOOL LOCATED NORTH OF IL ROUTE 6, WEST OF ALLEN ROAD AND SOUTH OF ALTA LANE WITH AN ADDRESS OF 10021 N. PACIFIC STREET, PEORIA, IL 61615. THE PROPERTY IS IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 09-31-102-004 AND 09-31-102-005, ALL LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CITY OF PEORIA, ILLINOIS

Resolved

WHEREAS, Dunlap Community Unit School District No. 323 is owner of certain real estate near the corporate limits of the City of Peoria and is desirous of entering into an agreement providing for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of entering into an agreement providing for the annexation of this real estate, said agreement attached hereto as "Attachment A"; and

WHEREAS, the City Council of the City of Peoria believes that the vicinity and general welfare of the City will be served by entering into this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Annexation Agreement was conducted, with proper notice, by the City Council on August 15, 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.

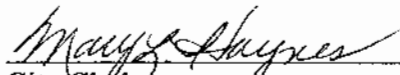
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 15TH DAY OF AUGUST 2006.

APPROVED:



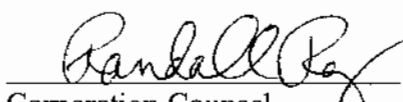
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED:



Corporation Counsel

FILED

AUG 25 2006

JOANN THOMAS
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

This Annexation Agreement is dated as of August 15, 2006, between the City of Peoria, Illinois (the "City") and Dunlap Community Unit School District 323 (the "Owner").

RECITALS

WHEREAS, the Owner is the sole owner of the real estate described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located in unincorporated Peoria County, Illinois, and is not contiguous and adjacent to the City; and

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

WHEREAS, Wilder-Waite Elementary School (the "School") is located on the Property; and

WHEREAS, the School District and the City wish to provide for the annexation of the Property to the City pursuant to this Annexation Agreement; and

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property 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 and its residents; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), this proposed Annexation Agreement will, prior to execution by the City, be submitted to the City Council of the City and a public hearing will be held thereon pursuant to notice, as provided by statute;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

I. PETITION FOR ANNEXATION

The Owners and the School District have executed a Petition for Annexation of the Property to the City in the form attached hereto as Exhibit B.

FILED

AUG 25 2006

JOANN THOMAS
PEORIA COUNTY CLERK

II. ZONING

Upon annexation of the Property to the City, the Property will be zoned R3.

III. CHANGE IN CITY REGULATIONS

(a) Fees. So long as the Owner owns the Property, any ordinance, resolution, or motion of the City imposing any new fees (excluding sales, real estate and similar taxes) or increasing the amount of existing fees relating to the School shall not take effect regarding the Property during the terms of this Agreement. If, during the term of this Annexation Agreement, any such fees are reduced, the fees applicable to the School shall be reduced correspondingly.

(b) Ordinances. So long as the Owner owns the Property, future amendments to any ordinances and regulations of the City pertaining to development of the Property, including without limitation zoning and subdivision ordinances, shall not apply to the Property until after the expiration of this Annexation Agreement unless the amendments create less restrictive ordinances or regulations. Any uses properly established within such time which are inconsistent with such ordinances as amended shall, upon expiration of this Annexation Agreement, be treated as legal non conforming uses. Any amendment, however, required by federal or state statutes or regulations shall apply notwithstanding this Section III.

IV. FIRE PROTECTION

The Owner shall comply with fire protection requirements imposed by the Regional Superintendent of Schools in the event the School is remodeled or a new school is built upon the Property.

V. GENERAL PROVISIONS

(a) Titles to Articles herein are for informational purposes only.

(b) The terms and provisions of this Annexation Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party shall assign this Annexation Agreement in whole or in part without the prior written consent of the other parties.

(c) This Annexation Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and the statutes of the State of Illinois.

(d) The invalidity of any particular term or provision of this Annexation Agreement shall not affect the validity of the remaining terms and provisions hereof.

(e) The term of this Annexation Agreement shall be twenty (20) years.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF PEORIA, ILLINOIS

By: *A. Craig Whitcomb*
Its: *(on the) City Manager*
Attest: *Mary S. Haynes*
Its: City Clerk

DUNLAP COMMUNITY UNIT SCHOOL
DISTRICT NO. 323

By: *[Signature]*
Its Board President
Attest: *[Signature]*
Its Board Secretary

106-1735

FILED
AUG 25 2006
JoANN THOMAS
PEORIA COUNTY CLERK

EXHIBIT A

PROPERTY

Part of the North Half of the Northwest Quarter of Section Thirty-one (31), Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the Southwest corner of the North Half of the Northwest Quarter of said Section Thirty-one (31), and running thence North, along the West line of said Quarter Section, Four Hundred Fifty-seven (457) feet; running thence North, Eighty-nine (89) degrees and Thirty-four (34) minutes East, Thirteen Hundred Sixty-four and four-tenths (1364.4) feet; thence South, Four Hundred Fifty-seven (457) feet, to the South line of the North Half of the Northwest Quarter of said Section Thirty-one (31); thence South, Eighty-nine (89) degrees and Thirty-four (34) minutes West, Thirteen Hundred Sixty-four and four-tenths (1364.4) feet, to the place of beginning; situate, lying and being in the County of Peoria and State of Illinois.

Parcel Numbers: 09-31-102-004 and 09-31-102-005

EXHIBIT B

BEFORE THE CITY COUNCIL OF THE CITY OF PEORIA

In the Matter of Dunlap Community Unit School District No. 323

PETITION FOR ANNEXATION

The undersigned Petitioner, Dunlap Community Unit School District No. 323, by its duly authorized representatives, under oath, state as follows:

1. The Petitioner, Dunlap Community Unit School District No. 323, is the sole legal record title owner of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference thereto ("Real Property").

2. The Real Property is not situated within the limits of any incorporated municipality.

3. The Real Property is contiguous to the City of Peoria, Illinois.

4. There are no electors residing on the Real Property.

WHEREFORE, the Petitioner requests:

1. That the Real Property be annexed to the City of Peoria, by ordinance of the Mayor and City Council of the City of Peoria, in accordance with the terms and conditions of the Annexation Agreement which has been entered into between the parties, pursuant to the provisions of Section 5/7-1-8 and Section 5/11-15.1-1 of the Illinois Municipal code (65 ILCS Sections 5/7-1-8 and 5/11-15/1-1).

2. That such other appropriate action be taken in the premises.

Dated this ____ day of August, 2006.

Petitioner

Dunlap Community Unit School District No. 323

By: _____
Board President

Attest: _____
Board Secretary

STATE OF ILLINOIS)
) ss:
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, hereby certify that Brian J. Meginnes and Bruce Mehl, personally known to me to be the Board President and Board Secretary of Dunlap Community Unit School District No. 323, and personally known to me to be the persons whose names are subscribed to the foregoing Petition for Annexation, respectively appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the foregoing Petition for Annexation as their free and voluntary act, and as the free and voluntary act and deed of the corporation, in pursuance of the uses and purposes therein described and contained.

Witnessed under my hand and seal this _____ day of August, 2006.

Notary Public

EXHIBIT A

PROPERTY

Part of the North Half of the Northwest Quarter of Section Thirty-one (31), Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the Southwest corner of the North Half of the Northwest Quarter of said Section Thirty-one (31), and running thence North, along the West line of said Quarter Section, Four Hundred Fifty-seven (457) feet; running thence North, Eighty-nine (89) degrees and Thirty-four (34) minutes East, Thirteen Hundred Sixty-four and four-tenths (1364.4) feet; thence South, Four Hundred Fifty-seven (457) feet, to the South line of the North Half of the Northwest Quarter of said Section Thirty-one (31); thence South, Eighty-nine (89) degrees and Thirty-four (34) minutes West, Thirteen Hundred Sixty-four and four-tenths (1364.4) feet, to the place of beginning; situate, lying and being in the County of Peoria and State of Illinois.