ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Village of Mapleton, Illinois, a Municipal Corporation, hereinafter referred to as "Village" and AHS Development, L.L.C., an Illinois limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner is the owner of record of the Premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Premises has not previously been annexed to the Village; and

WHEREAS, the Owner is desirous of having said Premises annexed to the Village and the Village is desirous of annexation of said Premises; and

WHEREAS, the Premises is not within the corporate limits of any other municipality;

WHEREAS, the Premises is not presently contiguous to the Village and does not have any Electors residing therein;

WHEREAS, but for lack of contiguity, the Premises would be annexed to the Village as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8);

WHEREAS, the parties desire that the Premises be annexed to the Village at such time as the Premises becomes contiguous to the corporate limits of the Village;

WHEREAS, the Village and its Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Premises to the Village upon the terms and conditions herein set forth would further the growth of the Village, enable the Village to control the development of the area, increase the taxable value of the property within the Village,

extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village, enhance the quality of life of the residents of the Village, and promote other business and opportunities for the citizens of the Village;

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

WHEREAS, all notices required by law have been sent by the Village to, and received by, all entities to whom notices may be required by law to be given, including without limitation the following: any Fire Protection Districts, any School Districts, and any Public Library Districts having jurisdiction over the Premises

WHEREAS, the Village has determined that this Agreement is consistent with, and not in violation of, any other agreement to which the Village is a Party, including, without limitation, any intergovernmental agreement with any other public body;

WHEREAS, the Village, after due deliberation, has by resolution duly adopted and approved the entering into this Agreement;

WHEREAS, the Village is willing, and desires, to facilitate the use of the Premises consistent with the terms hereof;

WHEREAS, consistent with the above, the Village is willing, and desires, to cooperate with Owner in obtaining any approvals and permits and zoning classifications as may be required for the use of the Premises as herein set forth;

WHEREAS, the Owner is desirous of having the Premises zoned A-1 (Agricultural District) with certain special uses and variances upon annexation to the Village; and

WHEREAS, the Village has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (IL Rev. Stat. Chap. 24, Sect. 7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

I. AUTHORITATIVE LAW; ENACTMENT OF RESOLUTIONS AND ORDINANCES. This Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the Premises as described above shall be annexed to the Village pursuant to the Petition and 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 Owner, and at such time as the Premises becomes contiguous to the Village as provided in Section 7-1-8 of the Municipal Code (65 ILCS 5/7-1-8), shall, unless previously so provided, enact (without further hearing)

ordinances annexing the Premises to the City, subject to and consistent with this Agreement.

II. NEED FOR CONTIGUITY. Upon the Village notifying Owner that the Premises is in any manner contiguous to the corporate limits of the Village, Owner shall thereafter file within sixty (60) days a Petition for Annexation of the Premises in accordance with the procedures for annexation set forth in Article 7, Division 1, Section 8 of the Illinois Municipal Code (65 ICLS 5/7-1-8), which Petition shall refer to and incorporate the terms of this Agreement. Upon receipt of a proper Petition, the Village agrees that it will annex the Premises.

III. ZONING. The Premises shall be classified in the zoning classification of A-1 (Agricultural District), with the additional provision that in addition to production agriculture the following uses will be permitted uses on a single lot, and not special uses or prohibited uses, within that zone:

a. Residential (one single family residence)

b. Community Center

Owner shall also, pursuant to Section 2.5 of the Village Zoning Code, be permitted to, subject to reasonable limitations imposed by the Village, use up to 3 semi-trailers on a temporary basis for storage, use portable buildings or structures as temporary buildings for offices or storage of material and equipment, and construct and use such other special structures as the Village may permit. Specifically, Owner may maintain the structure referred to as "Twinkie Town Station" as a converted semi-trailer as a permanent variance under the Village Zoning Code. Owner shall also be granted a variance from parking requirements to allow parking on the gravel lot and green space located on the Premises.

IV. ACCEPTANCE OF DEVELOPED PEROPERTY. The development on the Premises has been reviewed by the corporate authorities and is acceptable in its current state to the Village. Except as specifically set forth herein, any new construction and future use of improvements on the Premises shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the Village in effect at that time.

V. DURATION. This agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said agreement is further binding upon the present owners, their heirs, successors and assigns and upon the Village of Mapleton's designated corporate authorities and successors in office.

EXECUTED and ADOPTED this day of 13th, 2018, at Mapleton, Illinois.

VILLAGE OF MAPLETON

By: _____
President, Carl Anthony Bishop

SEAL

Attest:

By:_____
Village Clerk, Patricia S. Briggs

OWNER:

AHS Development, L.L.C.., an Illinois
Limited Liability Company

By: _____
Carolyn Austin, Its Manager

Exhibit A

A part of the East Half of the Northeast Quarter of Section 18, Township 7 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly bounded and described as follows, and bearings are assumed for the purpose of description only:

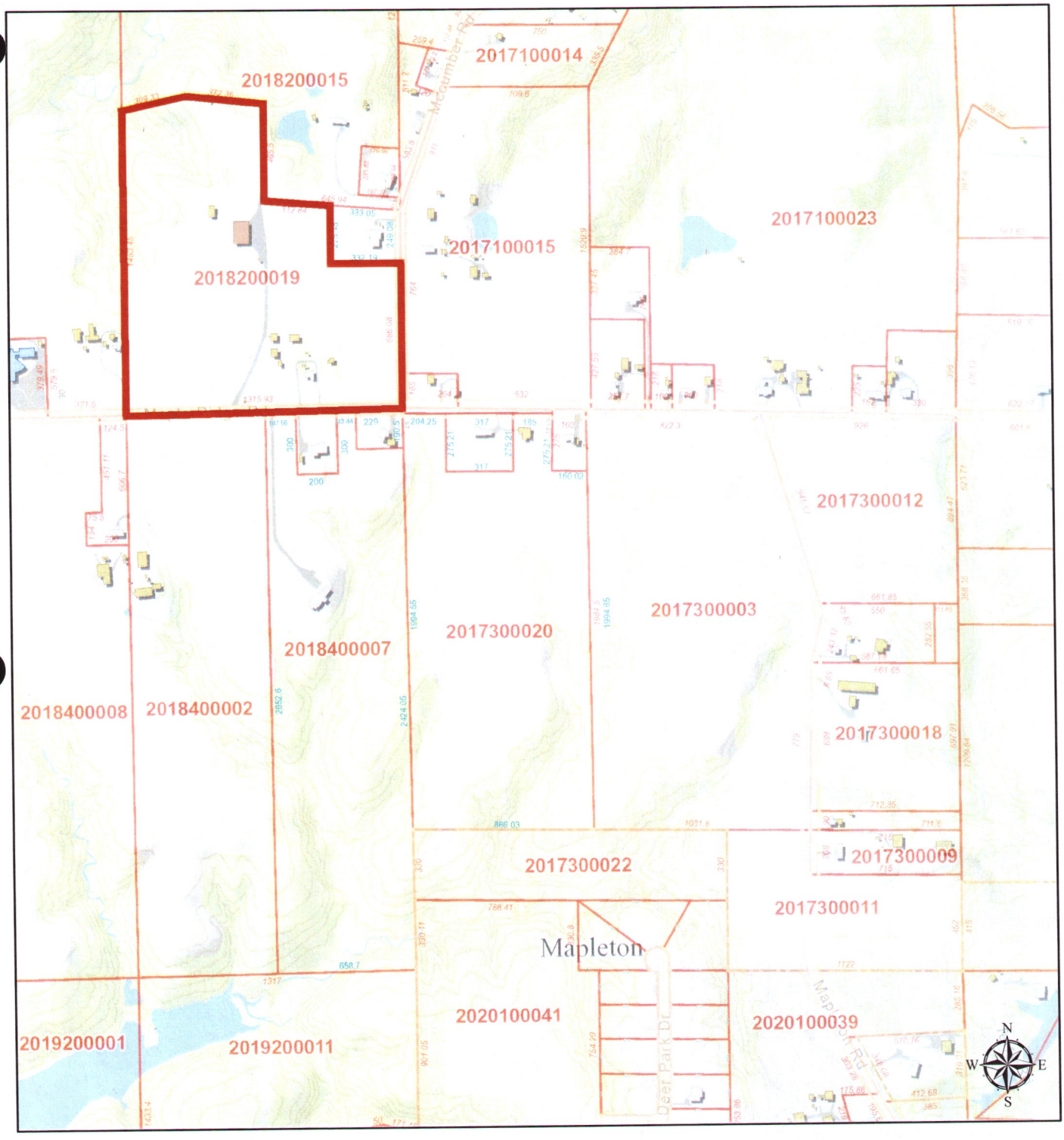
Beginning at an iron rood at the East Quarter corner of said Section 18; thence North 0 degrees 13 minutes 02 seconds East along the East line of the Northeast Quarter of said Section 18, a distance of 686.08 feet to a steel spindle; thence South 89 degrees 48 minutes 50 seconds West, a distance of 332.19 feet to an iron rod; thence North 0 degrees 13 minutes 02 seconds East, a distance of 275.45 feet to an iron rod; thence North 85 degrees 38 minutes 45 seconds West, a distance of 312.84 feet to an iron rod; thence North 0 degrees 19 minutes 47 seconds East, a recorded distance of 465.50 feet to a point; thence North 84 degrees 13 minutes 14 seconds West, a recorded distance of 372.36 feet to a point, thence South 79 degrees 58 minutes 06 seconds West, a recorded distance of 309.33 feet to a point; thence South 0 degrees 06 minutes 54 seconds West along the West line of the East Half of the Northeast Quarter of said Section 18, a distance of 1453.45 feet to an iron rod at the Southwest corner of the East Half of the Northeast Quarter of said Section 18; thence North 89 degrees 08 minutes 17 seconds East along the South line of the East Half of the Northeast Quarter of said Section 18, a distance of 1315.93 feet to the point of beginning, containing 35.121 acres, more or less, subject to the right of way of Maple Ridge Road along the Southerly side of the above described tract, subject also to the right of way of McCumber Road along the Easterly side of the above described tract, subject also to any other easements, covenants, and/or Agreements of Record; situate, lying and being in the County of Peoria and State of Illinois, excepting coal and mineral rights previously conveyed.

PIN: 20-18-200-019

Address: 9205 W. Maple Ridge Road, Mapleton, IL 61547

May 24, 2018

Peoria County, IL



1 inch = 660 feet

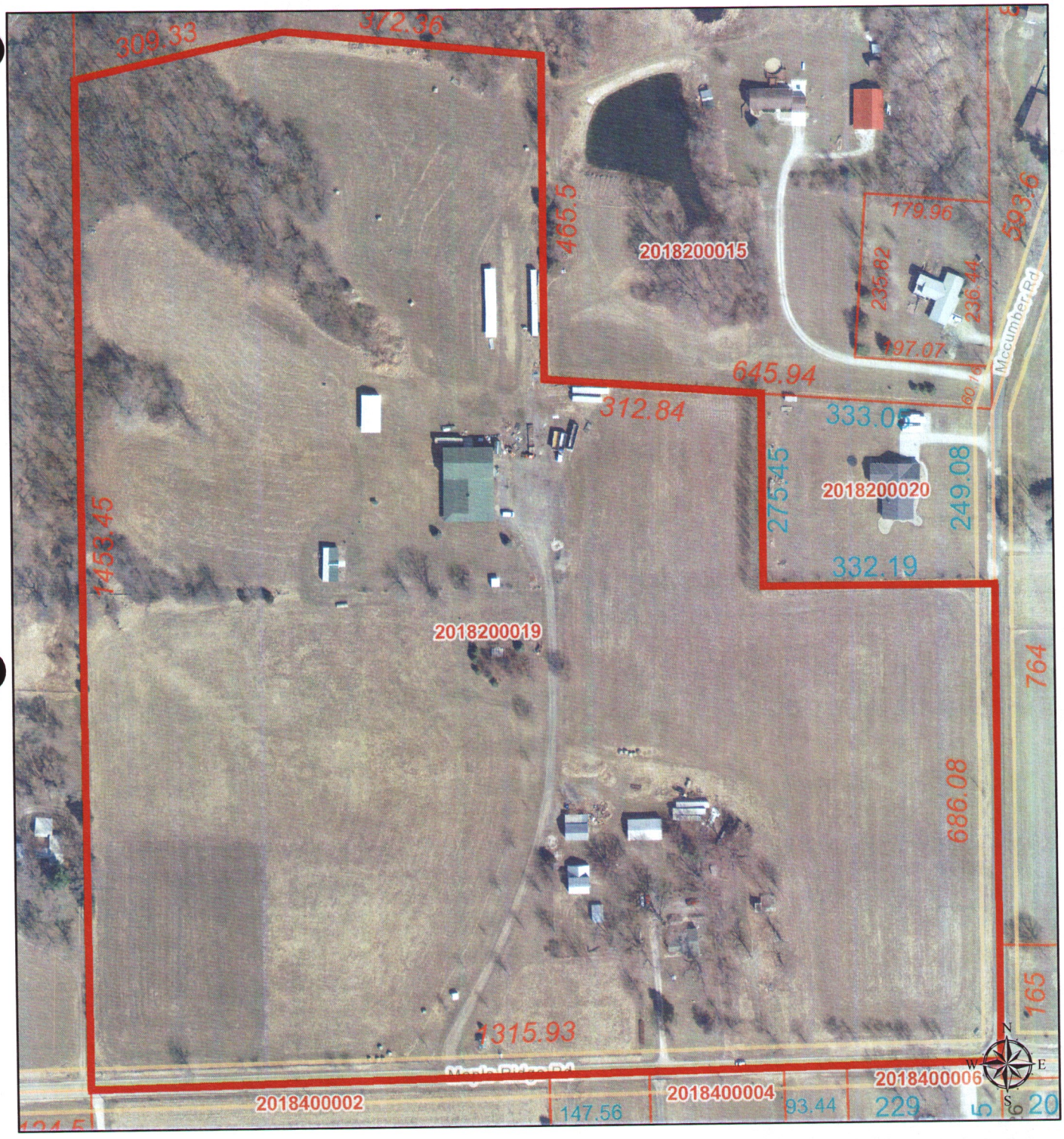
0 270 540 1,080 1,620 2,160 ft

Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

Peoria County, IL, HERE, USGS

May 30, 2018

Peoria County, IL



1 inch = 200 feet

0 80 160 320 480 640 ft

Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

County of Peoria, Tri-County Regional Planning Commission, Kucera International, Inc.
Peoria County, IL, HERE, USGS