

AN ORDINANCE
AMENDING ORDINANCE NO. 8081-14
REGARDING THE ANNEXATION AGREEMENT
FOR SUNNYCREST APARTMENTS II

WHEREAS, Ordinance No. 8081-14 passed by the Urbana City Council on August 4, 1980, approved the agreement there attached and authorized the Mayor to execute the same on behalf of the City of Urbana; and

WHEREAS, having received new information, the Urbana City Council now desires to amend the agreement previously approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

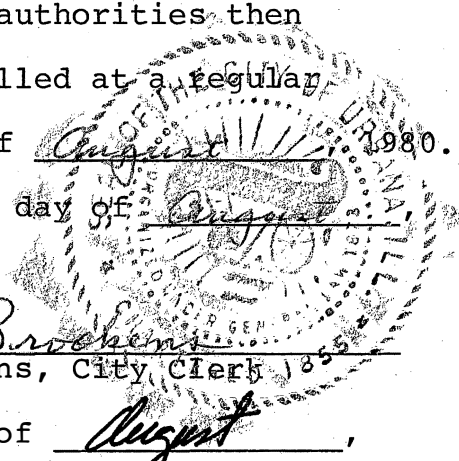
1. That the existing paragraph (h) of the Agreement is hereby deleted and in its place shall be substituted the following:

h. Additionally, the Owner-Developer shall comply with all City codes and ordinances applicable to existing housing and shall comply with the Urbana Handicapped Ordinance for new housing.

2. That the Agreement, as herein amended and attached hereto, is hereby approved and the Mayor of the City of Urbana is authorized and directed to execute the same on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council held on the 19th day of August, 1980.

PASSED by the City Council this 19th day of August, 1980.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 25th day of August, 1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-19 AND IS INCORPORATED
THEREIN BY REFERENCE.



AMENDED
ANNEXATION AGREEMENT

This agreement made and entered into this _____ day of _____, 1980, by and between WILLIAM A. ANDERSON, as General Partner of "Sunnycrest Apartments II," an Illinois Limited Partnership, hereinafter referred to as "Owner-Developer," and THE CITY OF URBANA, ILLINOIS, a municipal corporation, by and through its Mayor and members of its City Council, being its corporate authorities, hereinafter referred to as "City,"

WITNESSETH that:

WHEREAS, Owner-Developer is the owner of one hundred percent (100%) of the beneficial interest under the terms of Land Trust Agreement dated April 22 _____, 1980, The Champaign National Bank, Trustee, Trust No. 032-563-363 and which such trust is the owner of record of the real estate described on attached Exhibit "A," the same being incorporated herein by reference, and

WHEREAS, Owner-Developer thus is the beneficial owner of such real estate and has full power and authority to act in its own behalf and to direct said Land Trustee to execute this agreement in behalf of all holders of beneficial interest thereunder, and

WHEREAS, such real estate as an entirety is contiguous to the existing boundaries of City, and Owner-Developer desires to annex all of same to City under the provisions of Article VII of the Illinois Municipal Code, being Chapter 24, Illinois Revised Statutes, and

WHEREAS, Owner-Developer desires to procure from City an agreement relating to certain matters concerning the eventual zoning to be accorded such real estate, the timing of the annexation of same to City, and the acceptability of such real estate in its improved state by City, and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code, Chapter 24, Illinois Revised Statutes, the within Pre-Annexation Agreement was submitted to City and its corporate authorities and a public hearing was held thereon pursuant to prior published notice, all as is provided by statute, and

WHEREAS, City, through its corporate authorities, after due and careful consideration has concluded that the annexation of such real estate to City on the terms and conditions hereinbelow set forth would serve to further the growth of City, enhance its revenues and serve the best interests of City,

NOW, THEREFORE, in consideration of all the foregoing and the mutual benefits accruing to both City and Owner-Developer, each of the parties hereto does covenant and agree one with the other as follows:

1. Description of Real Estate. The real estate described on attached Exhibit "A" constitutes the land which shall be annexed to City pursuant to the terms of this agreement.

2. Representation of Owner-Developer. Owner-Developer represents to City that as above noted the record title to the subject real estate is held by The Champaign National Bank, Trustee under Trust Agreement dated April 22, 1980, and known as Trust No.032563363, and that the owner and holder of one hundred percent (100%) of the beneficial interest under such land trust is Sunnycrest Apartments II, an Illinois Limited Partnership, and that the undersigned, William A. Anderson, is the sole General Partner of such partnership, and the Limited Partners are as follows:

Frank J. Kresca
Robert Slade
Rosemary Bridges

George B. Perlstein, Jr.
Edward Tepper
David Ryniec

3. Existing Zoning and Requested Zoning. Owner represents to City that the real estate described on attached Exhibit "A" is presently zoned under Zoning Classification R-4, Multi Family Residential, under "The Zoning Ordinance of the County of Champaign, Illinois, Effective From and After October 10, 1973, and it is the desire of Owner-Developer that contemporaneously with the annexation of such real estate to City that the same be granted a zoning classification of R-4, Medium Density Multi Family Residential, under the provisions of the Zoning Ordinance of the City of Urbana, Illinois.

4. Mutual Covenants. Owner-Developer and City agree to do the following all pursuant to the terms of this agreement:

a. City agrees to accept the annexation of the parcel described on Exhibit "A", either in its entirety, or in incremental stages, being not more than three in number, when requested so to do by the Owner-Developer and to enact such lawful ordinance or ordinances as may be appropriate or required to legally and validly annex said real estate to City and to grant to said real estate at the time of annexation a zoning classification as above requested. It is further agreed that the entirety of the parcel described on Exhibit "A" shall in all events be annexed to City not later than December 31, 1982, subject, however, to the nullifying contingency contained in paragraph number 5 following.

b. That no action shall be taken by City during the period of this agreement which, as applied to the real estate described on Exhibit "A", would be a breach of this agreement, without first procuring a written amendment to this agreement duly executed by City and Owner-Developer.

c. That during the period of construction of improvements to be located on such real estate, the City will extend to such real estate the fire and police protection facilities and personnel of City as and when required, the same to commence contemporaneously with the execution of this agreement by City.

d. City agrees to require Jetco Properties, Inc., to extend Colorado Avenue eastward in accordance with terms of Agreement between City and Jetco Properties, Inc., dated September 15, 1976. This request shall be initiated by City upon Owner-Developer's procuring a building permit from the County of Champaign, Illinois, and notifying City in writing of such event and requesting the foregoing action on the part of City.

e. The location of fire hydrants shall be approved by the Urbana Fire Chief.

f. Owner-Developer agrees upon annexation to dedicate, without charge to City, that portion of the subject real estate which is reflected on "City of Urbana--Engineering Department Drawing, Subject: Extension of Colorado (Phase II) dated December 7, 1979" so as to facilitate the eastward extension of Colorado Avenue as the same shall traverse Owner-Developer's real estate and the southwest corner thereof, a copy of the foregoing drawing being attached hereto, marked Exhibit "B" and incorporated herein by reference.

g. Owner agrees that in the improvement and development of such real estate, the private site improvements to be placed thereon, consisting of private drives, parking areas, sanitary sewers, storm drains and sidewalks, shall be constructed and installed in accordance with the specifications and requirements of the Subdivision Control Ordinance of City, the ordinances of the Urbana-Champaign Sanitary District, the Regulations of the Illinois Environmental Protection Agency, and the Federal Housing Administration, with the agreement, however, on the part of Owner-Developer and City that the Owner-Developer shall have the right to construct its private drives and parking areas with five inches of Portland cement concrete, nonreinforced, rather than six inches. Additionally, Owner-Developer agrees that it shall construct the other improvements to be placed upon such real estate in accordance with plans and specifications produced by its architects and approved by the Federal Housing Administration, and upon completion of all of such improvements, City agrees to accept the annexation of all of same either in toto or in such sequence as the Owner-Developer shall select.

h. Additionally, the Owner-Developer shall comply with all City codes and ordinances applicable to existing housing and shall comply with the Urbana Handicapped Ordinance for new housing.

5. Contingency. It is understood between the parties that Owner-Developer has submitted its application to the Federal Housing Administration requesting a commitment for an FHA Insured Mortgage Loan under Section 221(d)(4) of the National Housing Act, and the commencement and realization of the proposed improvement of such real estate by Owner-Developer is conditioned upon its ability to procure such a mortgage commitment, and as a consequence thereof, Owner-Developer and City agree that in the event Owner-Developer has not procured such a commitment by September 1, 1980, then in such event, the terms, conditions and agreements herein contained shall thereupon become null and void and both City and Owner-Developer shall be released, in entirety, from this agreement.

6. Annexation. It is the intention of Owner-Developer to improve the subject real estate with ten buildings encompassing 192 apartments and one community building, said area to be known as "Sunnycrest Apartments II," and Owner-Developer will cause to be filed with City a petition requesting the immediate annexation of all or specified incremental portions of such real estate as and when the required units and private site improvements have been placed thereon, it being agreed that Owner-Developer shall have the right to incrementally annex to the City with the provision that such incremental annexations shall not be greater than three in number, and Owner-Developer does further agree that the entirety of the parcel described on Exhibit "A" shall in all events be annexed to City not later than December 31, 1982.

7. Extension of Liabilities. The terms of this agreement when approved and executed by all parties hereto are expressly made binding upon the respective successors and assigns of Owner-Developer and the successors in interest to the municipal authorities of City.

IN WITNESS WHEREOF, City and Owner-Developer have caused this instrument to be executed in their respective names, in triplicate, effective the day and year first above written.

CITY OF URBANA, ILLINOIS, a
Municipal Corporation,

By: Jeffrey T. Markland
Jeffrey T. Markland, Mayor

William Anderson
William Anderson, General Partner,
Sunnycrest Apartments II

Attest:

Ruth S. Brookens
Ruth S. Brookens, City Clerk

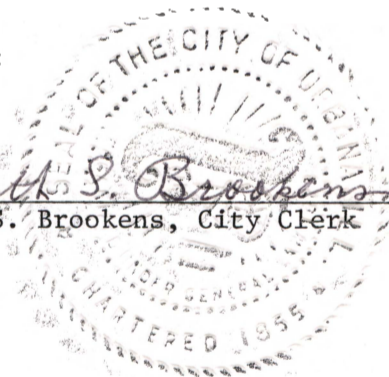


EXHIBIT "A"

The East 520 feet of the Northwest Quarter of the Northeast Quarter of Section Twenty-One, Township Nineteen North, Range Nine East of the Third Principal Meridian, except the North 480 feet thereof, situated in Champaign County, Illinois.

CITY OF URBANA
ENGINEERING DIVISION

SUBJECT Extension of Colorado (Phase II)

Calc. by J. SMITH Date 12-7-79

Job No. _____ Sheet No. _____ of _____

Checked by _____ Date _____

Additional R.O.W.
Needed \approx 30'

SERVICE LIQUOR



Scale 1"=50'

New Subdivision \approx

JETCO PROPERTIES

LOT No. 6

Shaded Area
shows new
street, sidewalks,
and driveways

F 465' R

105'
Existing Pavement
to be removed

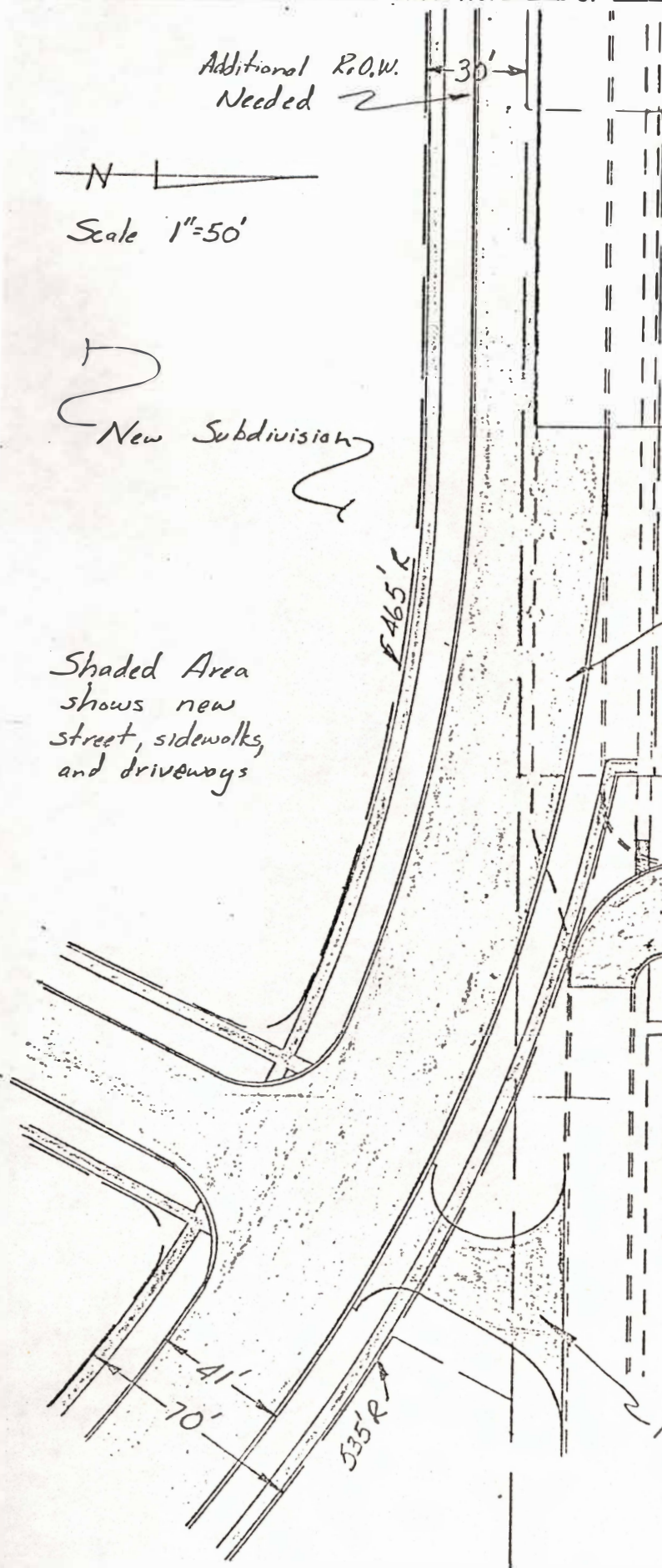
Parking Lot

Apartment
Complex \approx

New Driveway to Apartments

41'
70'

535' R





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b. That no action shall be taken by City during the period of this agreement which, as applied to the real estate described on Exhibit "A", would be a breach of this agreement, without first procuring a written amendment to this agreement duly executed by City and Owner-Developer.

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h. The Owner-Developer shall build the structures in strict conformity with Urbana's new construction code.

5. Contingency. It is understood between the parties that Owner-Developer has submitted its application to the Federal Housing Administration requesting a commitment for an FHA Insured Mortgage Loan under Section 221(d)(4) of the National Housing Act, and the commencement and realization of the proposed improvement of such real estate by Owner-Developer is conditioned upon its ability to procure such a mortgage commitment, and as a consequence thereof, Owner-Developer and City agree that in the event Owner-Developer has not procured such a commitment by September 1, 1980, then in such event, the terms, conditions and agreements herein contained shall thereupon become null and void and both City and Owner-Developer shall be released, in entirety, from this agreement.

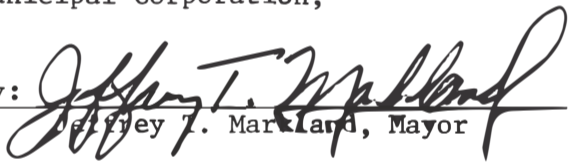
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By:


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William A. Anderson, General Partner,
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Attest:


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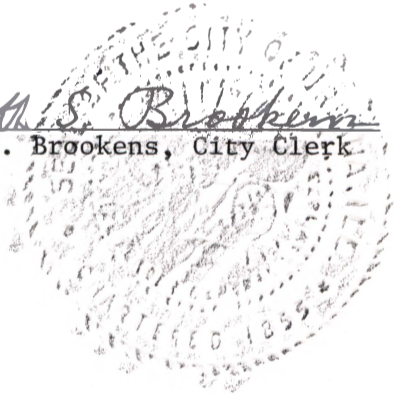


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ENGINEERING DIVISION

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Calc. by J. SMITH Date 12-7-79

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Additional R.O.W.
Needed \approx 30'

SERVICE LIQUOR



Scale 1"=50'

New Subdivision

JETCO PROPERTIES

LOT No. 6

Shaded Area
shows new
street, sidewalks,
and driveways

465' R

105'
Existing Pavement
to be removed

Parking Lot

Apartment
Complex

New Driveway to Apartments

41'
70'

535' R