

ORDINANCE NO. 8384-53

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF THE ANNEXATION AGREEMENT REGARDING CUDA'S ADDITION

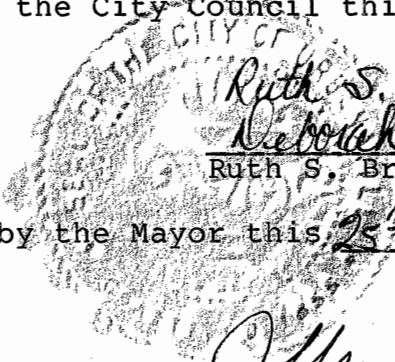
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That the Annexation Agreement regarding Cuda's Addition between the City of Urbana, Illinois and Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated the 10th day of January, 1984, and known as Trust No. 1-2091, a copy of which Annexation Agreement is attached hereto and incorporated herein by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Annexation Agreement for and 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.

1984. PASSED by the City Council this 21st day of May.


Ruth S. Brookens by
Deborah K. Koeppl - Deputy Clerk
Ruth S. Brookens, City Clerk

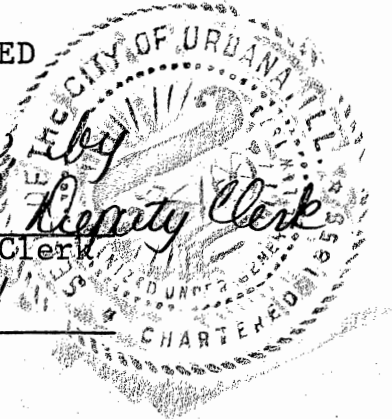
1984. APPROVED by the Mayor this 25th day of May.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8384-53 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk
Deborah K. Koepfel, Deputy Clerk
Ruth S. Brookens, City Clerk

May 24, 1984
Date



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of May, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and BUSEY FIRST NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 10th day of January, 1984, and known as Trust No. 1-2091, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, BUSEY FIRST NATIONAL BANK, as Trustee, aforesaid, is the owner of record of certain real estate, the legal description of which is set forth in detail hereafter, and which real estate is contiguous to the corporate limits of the City of Urbana;

The East 121 feet of the West 369.2 feet of the South 165.84 feet of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois.

The South 165.84 feet of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, except the East 8 rods thereof and except the West 369.2 feet thereof, situated in Champaign County, Illinois;

and

WHEREAS, said real estate is contiguous and may be annexed to the City of Urbana, as provided in Article 7 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983); and

WHEREAS, subject property has heretofore been zoned R-4 under the Champaign County Zoning Ordinance; and

WHEREAS, Owner, to best utilize this property, finds it necessary and desirous that the real estate described herein be annexed to the City of Urbana and rezoned R-4 (Medium Density-Multiple Family Residential) under the Urbana Zoning Ordinance; and

WHEREAS, Owner intends to develop said property by construction of a condominium development of no more than 9 dwelling units; and

WHEREAS, such annexation and rezoning shall ensure the receipt by the City of Urbana of real estate tax revenues accruing by virtue of new construction; and

WHEREAS, the Owner desires to have said real estate annexed to the City of Urbana, upon certain terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the Annexation of said real estate to the City on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the 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, 1983), a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to notice, as required by statute and ordinance, a public hearing was held by the Corporate Authorities of the City on the proposed Annexation Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement is made, pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Upon approval of the plat of Cuda's Addition by the Urbana City Council, the Owner agrees to annex the real estate described above to the City of Urbana.

3. The Corporate Authorities, upon the execution of this Agreement and upon the filing of proper petition by the Owner, as hereinabove provided, will enact an ordinance annexing said real estate to the City.

4. Immediately after the passage and approval of the ordinance annexing the real estate described, the Corporate Authorities shall cause to be adopted an Amendment to the City Zoning Ordinance, zoning and classifying such real estate as R-4 (Medium Density-Multiple Family Residential).

5. The Owners shall provide the City a complete set of architectural and engineering plans and

specifications for City code review and comply with the requirements of all City of Urbana Codes and Ordinances. Inspections will be made free of charge for one year from the effective date of this Agreement with the exception of a plan review fee which shall be required as stated in the Code of Ordinances, City of Urbana, Illinois. The Owner agrees during the term of this Agreement, for itself, its successors and assigns, not to develop or otherwise improve the real estate, except pursuant to and in accordance with those present provisions of the Urbana Zoning Ordinance relating to R-4 use, as set forth in Article VI of said Ordinance, provided, however, that Owner may construct more than one principal building on one lot. The improvements in said subdivision, shall generally comply with the site plan attached hereto as Exhibit "A," provided, however, the maximum FAR, as defined in the Urbana Zoning Ordinance, shall not exceed .35, and the minimum OSR, as defined in said ordinance, shall not be less than .45. The Owner agrees to provide, with an eight inch (8") line, service by Northern Illinois Water Corporation for said property and a fire hydrant within 500 feet of the far extremity of any building located on said premises.

6. Upon annexation of said premises to the City, the fact that more than one principal building exists on one lot on said premises, as allowed by current County zoning, if in fact such a situation exists, shall be deemed to be a lawful use of said premises; shall not be deemed to be a nonconforming use of said premises and in the event of destruction of said premises in whole or in part by fire or other casualty the improvements on said premises may be rebuilt in the same general configuration as existed before such destruction; reconstruction, if not in the same general configuration, shall conform to the then existing zoning ordinance.

7. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of ten (10) years commencing as of the date hereof, as provided by statute, and to the extent permitted thereby, it is agreed that in the event the annexation of Owner's real estate or the terms of this Agreement are challenged in any Court proceeding, the

period of time during which such litigation is pending should not be included in calculating said (10) year term.

8. The Owner, BUSEY FIRST NATIONAL BANK, executes this instrument as Trustee as aforesaid, and is not to be held liable in its individual capacity in any way by reason of this instrument. Any recourse hereunder is to be had only against the trust estate.

IN WITNESS WHEREOF, The Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

exculpatory provisions limiting the liability of Busey First National Bank attached hereto are expressly made a part hereof.

CITY OF URBANA

J. T. Mallard
Mayor
Date: May 25, 84

ATTEST:

Ruth S. Brodeur
City Clerk


"CORPORATE AUTHORITIES"

Bank, as Trustee under the provisions of a Trust Agreement dated January 10, 1984 and known as Trust #1-2091

By: *Jrent Shepard*
Trust Officer

ATTEST:

signed copy to Busey 5-29-84

Patricia A. Burnett
Assistant Trust Officer Cashier

Exculpatory Clause--Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, the Busey First National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

City of Urbana, Illinois
ENGINEERING DEPARTMENT

OFFICE MEMORANDUM

TO: File
FROM: Romas Sparkis
DATE: June 15, 1984
SUBJECT: Cuda's Addition (Northfield Subdivision) P.C. # 1169-S-83

There has been some confusion regarding the name of the development recently annexed to Urbana. When Cuda's Addition was first proposed as a subdivision the owner was told that "Cuda's Addition" would not be appropriate because he was not planning to annex and therefore it was not an "addition" to Urbana. After the name was changed to Northfield Subdivision he decided to annex and it was changed back to Cuda's Addition. Since the plat and the ordinances do not mention Northfield Subdivision, we will refer to this project as Cuda's Addition in our files.

xc: P.C. Case #1169-S-83
Addressing File
Annexation File
✓ City Clerk
City Engineer
Subdivision Inspector
Community Development Services