

ORDINANCE NO. 8586-74

AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT

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

Section 1. That an Annexation Agreement between the CITY OF URBANA, ILLINOIS and LASALLE NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 3rd day of December, 1971, and known as Trust #1018634-08, a copy of which said Annexation Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and 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.

1986. PASSED by the City Council this 21st day of April

Ruth S. Brookens
Meborah K. Koepfel - Deputy
Ruth S. Brookens, City Clerk Meborah K. Koepfel

1986. APPROVED by the Mayor this 28th day of April

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-74 AND IS INCORPORATED
THEREIN BY REFERENCE.

for Ruth S. Brookens
Deborah K. Koepfel - Deputy Clerk
Ruth S. Brookens, City Clerk
April 23, 1986
Date

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 28~~th~~ day of April, 1986 by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and LASALLE NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 3rd day of December, 1971, and known as Trust #1018634-08, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, LASALLE 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 Half of the North Third of the following property taken as a Tract: Lots 6 to 11, both inclusive, of a subdivision of the West Half of the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, and

The East Half of the South Half of the North Two Thirds of the following property taken as a Tract: Lots 6 and 11, both inclusive of a subdivision of the West Half and the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois; and

The East Half of the South One Third of the following property taken as a Tract: Lots 6 and 11, both inclusive of a subdivision of the West Half of the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, except that portion lying South of the North line of the County Road as described in dedication of right of way dated June 21, 1945 and filed August 14, 1945 in Book 267 at Page 431, 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, 1984); and

WHEREAS, subject property has heretofore been zoned in part R-4 and in part R-3 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 no more than three hundred thirty (330) apartment 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, 1984), 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 and ordinance, a public hearing was held by the Corporate Authorities on 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, 1984).

2. Upon approval of 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. That the parties agree that the Grading Paving & Utility Plan, Exhibit "A" and Site Plan Exhibit "B", and Outfall Storm Sewer Plan Exhibit "D", attached hereto and made a part hereof, constitute the general real estate improvements permitted and governed by this agreement. Prior to the construction of any improvements as shown in Exhibits "A" and "B", the Owners shall provide the Corporate Authorities complete sets of architectural/building and engineering plans and specifications for City review and approval to comply with the requirements of all City of Urbana Codes and Ordinances. 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 in 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. Further, that the Owner may develop the real estate as set forth on the Grading, Paving & Utility Plan and Site Plan which are attached hereto and any of said plans and specifications may be substituted for the City Subdivision regulations as shall be approved by the City Engineer.

6. Upon annexation of said premises to the City, the fact that more than one principal building shall exist on one lot on said premises, as allowed by current county zoning, shall be deemed to be a lawful use of said premises; shall not be deemed to 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. That the parties agree as to landscaping shown on the site plan attached hereto as Exhibit "B" that such landscaping shall generally comply with the site plans to location and that all plant material to be installed shall be suitable for Urbana's regional climate. The specific types of vegetation to be installed shall be reviewed by the City of Urbana Arbor Department prior to such installation only to insure that such foliage is suitable for growth and maintenance in Urbana's climate.

8. The parties agree that the phasing of the construction of said project shall generally follow the site plans of said phasing which are attached hereto marked Exhibit "C" and made a part hereof. That the Owner agrees to complete all improvements and construction required in each phase, described in Exhibit "C", before beginning construction upon another phase. That the City agrees that the Owner may apply for and receive individual occupancy permits for each completed structure within a single phase provided the completed structure meets all requirements of the site plans for phasing related to said individual structure which are attached hereto and made a part hereof. Prior to the issuance of a permanent occupancy permit for the last of the six apartment buildings to be constructed in Phase 3, all necessary improvements as shown on the Site Plan and Grading, Paving, and Utility Plan must be completed by the Owner and approved by the City. However, the parties agree that no such occupancy permits shall be issued by

the City unless work on said individual structure has advanced to the point that the individuals using the portion of such structure having the occupancy permits will not be endangered by construction in progress of the structure and such is safe for the area occupied.

9. That the Corporate Authorities agree to permit the erection of two (2) identification signs as permitted by Article IX of the Comprehensive Sign Regulations of the Urbana Zoning Ordinance, which are depicted on the Site Plan attached hereto. If either of these proposed signs are to be externally illuminated, such lighting shall be directed in a manner that the illumination concentrates only on the sign and/or a structural wall which it might be attached. Other signs may be erected at the Owner's discretion only, however, in accordance with Article IX Comprehensive Sign Regulations of the Urbana Zoning Ordinance.

10. That the Owner agrees to provide sidewalks as set forth in the site plan attached hereto marked Exhibit "B". That the Owner further agrees to provide sidewalks along the existing development adjacent to the proposed construction known as Town and Country Apartments. That said sidewalks shall be constructed along and within the Kerr right-of-way parallel to the existing streets adjacent to the existing Town and Country Apartments; that the City shall then provide construction of the sidewalks from the existing Town and Country Apartments to Cunningham Avenue at the City's expense. At the time the City constructs the connecting sidewalks from Cunningham Avenue to the existing Town and Country Apartments, then the Owner shall construct sidewalks along and within the Kerr right-of-way parallel to the existing streets adjacent to the existing Town and Country Apartments.

11. That the Owner agrees to attempt to acquire storm sewer easements as may be required by storm sewer maintenance as set forth in the Outfall Storm Sewer Plan attached as Exhibit "D". In the event that the improvements as shown in the Outfall Storm Sewer Plan cannot be constructed, then the City Engineer is authorized to consider alternative storm drainage systems which

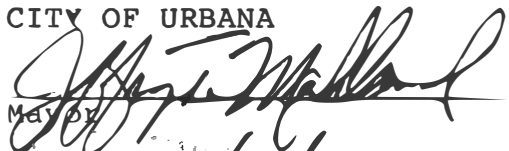
may be submitted and which are in accordance with the existing City Ordinance and Regulations. It shall be the responsibility of the Owner to secure such easements for the maintenance and preservation of the storm sewer improvement to run South and outside of the real estate so described herein. That the Corporate Authorities agree to accept a 10-foot easement or such other easement in a width mutually agreed upon by the Owner and City Engineer, provided that the same is acquired without cost to the City for such acquisition.

12. This agreement shall be binding upon the parties hereto, their respective successors, assigns, including any Homeowners Associations, for a full term of twenty (20) 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 twenty-year term.

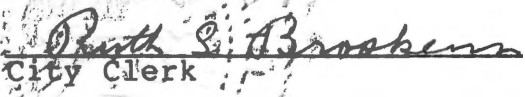
13. The Owner, LASALLE NATIONAL BANK, executes this instrument as Trustee as aforesaid, and is not to be held liable in its individual capacity in any way by reason of this instrument. Any recourse hereunder is to be had only against the trust estate.

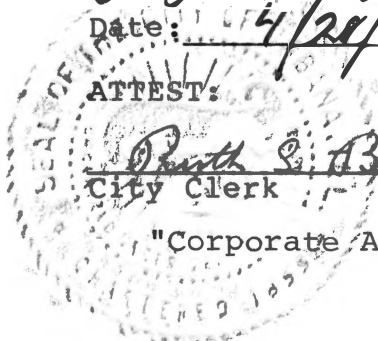
IN WITNESS WHEREOF, The Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

CITY OF URBANA


Mayor

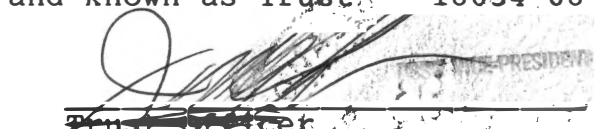
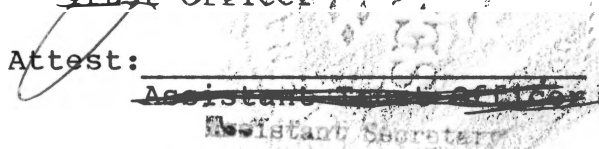
Date: 4/20/81

ATTEST:

City Clerk



"Corporate Authorities"

LASALLE NATIONAL BANK as Trustee under the provisions of a Trust Agreement dated the 3rd day of December, 1971 and known as Trust 18634-08


~~Trust Officer~~
Attest: 
~~Assistant Secretary~~
Assistant Secretary

· EXHIBIT "C"
DEVELOPMENTAL PHASES

Each of the three consecutive development Phases as depicted in the Site Plan, Exhibit "B" may be subphased only in accordance with the following:

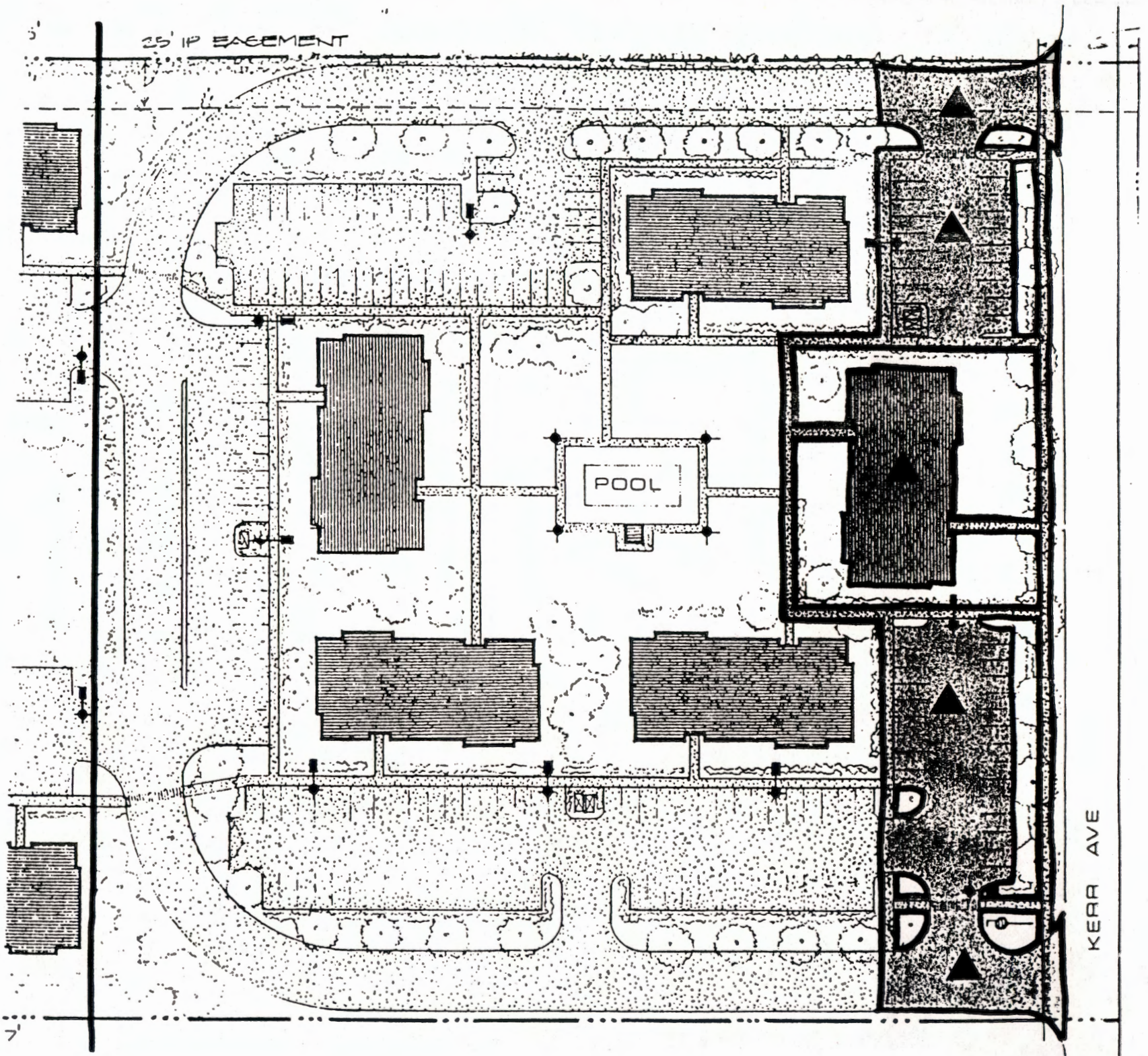
1. That all necessary utilities and site grading, as depicted in the Grading, Paving and Utility Plan, Exhibit "A" and the Outfall Storm Sewer Plan, Exhibit " ", as reasonably required to serve each developmental phase and/or individual apartment buildings first be improved and subsequently approved by the City Engineer.
2. That prior to the issuance of a Certificate of Occupancy for any apartment building by the City of Urbana, the Owner shall first provide for streets, street/parking lighting, parking spaces and sidewalks as depicted in Attachments A-1 through A-6, B-1 through B-4 and C-1 through C-6 attached hereto and made a part hereof.
3. That the erection of any apartment building within a development phase need not occur in any specific order, except that:
 - A. Prior to the issuance of a Certification of Occupancy, Condition 2., above shall be met; and,
 - B. That no Occupancy Permit may be issued by the City for an apartment building which does not provide as part of subphasing, Attachments A, B and C made part hereof, a interconnected, continuous street surface improvement in accord with the Site Plan, to and from the apartment building(s) and the Kerr Avenue northern street right-of-way line.
4. Upon completion of all building construction and subsequent issuance of Certificates of Occupancy for all apartment buildings within either Phase I or Phase II, the Owner may proceed to improve the real estate in the next consecutive phase provided, however, that the following conditions have first been satisfied:
 - A. That all improvements for the Developmental Phase have been completed as depicted in the Site Plan and Grading Paving and Utility Plan which includes swimming pools, bathhouses, sidewalks, swimming pool lighting and landscaping.

ATTACHMENT A-1

PHASE I
SUBPHASING



NO SCALE



KERR AVE

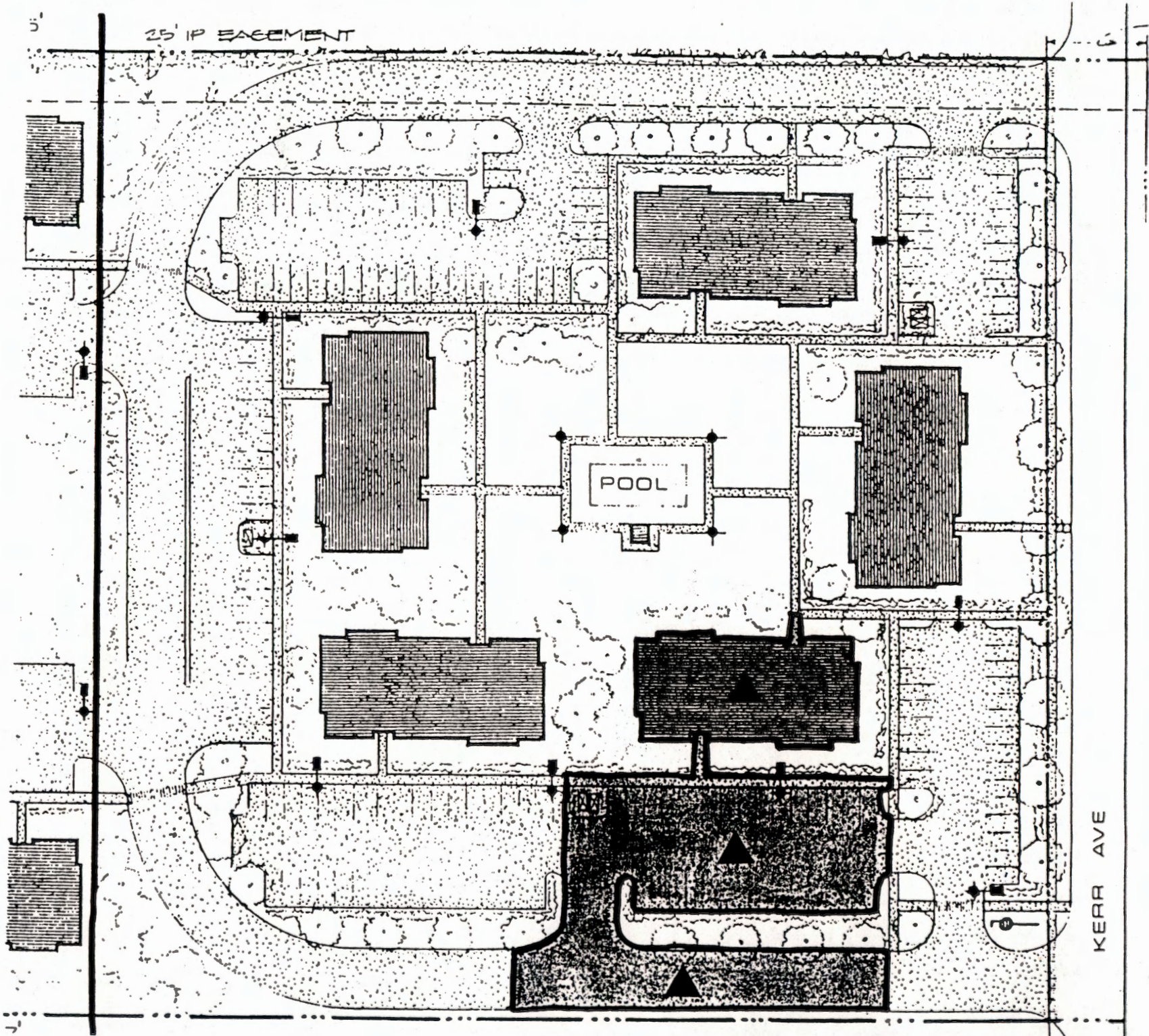
ATTACHMENT A-2

PHASE I
SUBPHASING

 = AREA
AFFECTED

NO SCALE

 NORTH



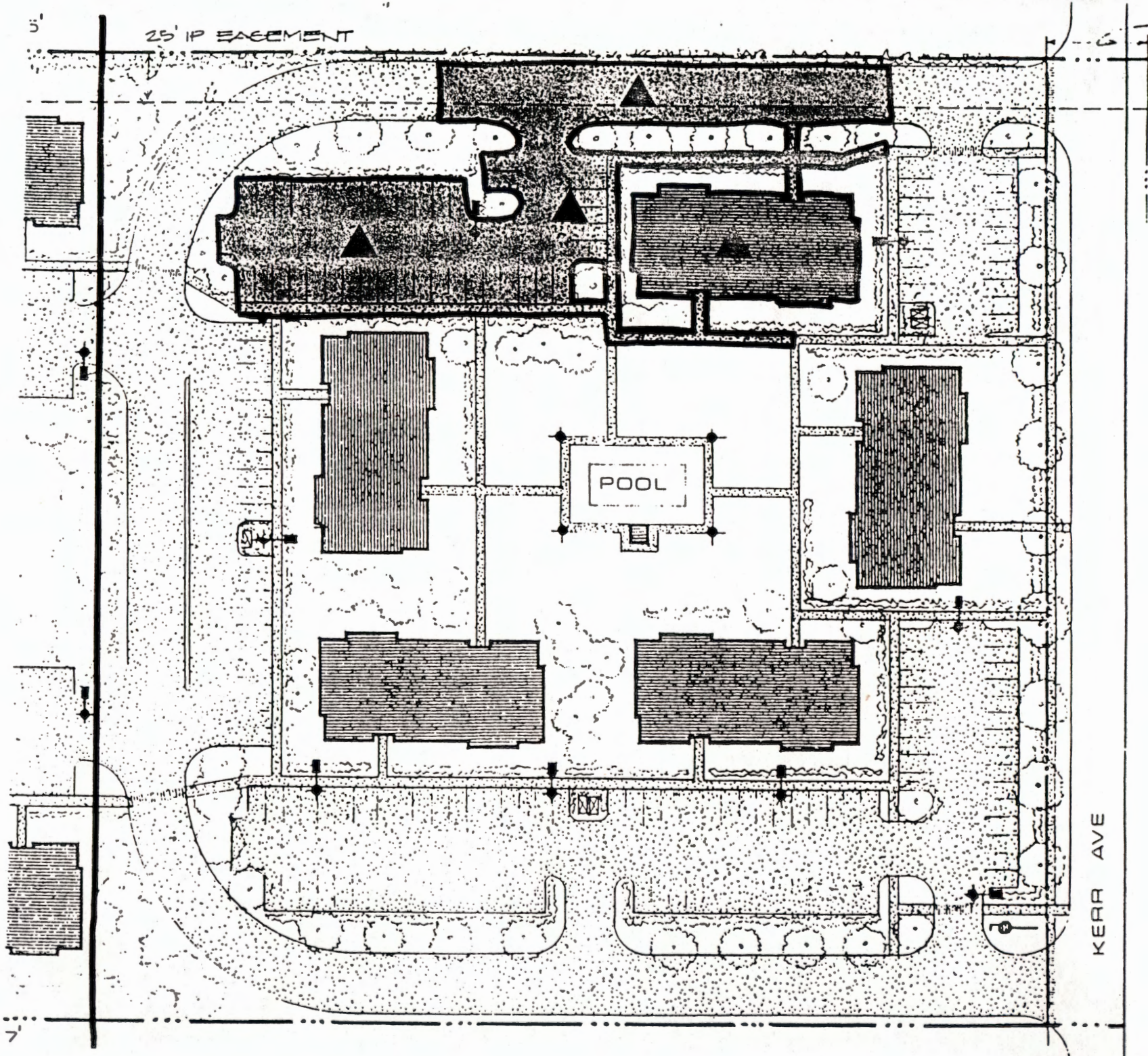
ATTACHMENT A-3

PHASE I
SUBPHASING

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AFFECTED

NO SCALE

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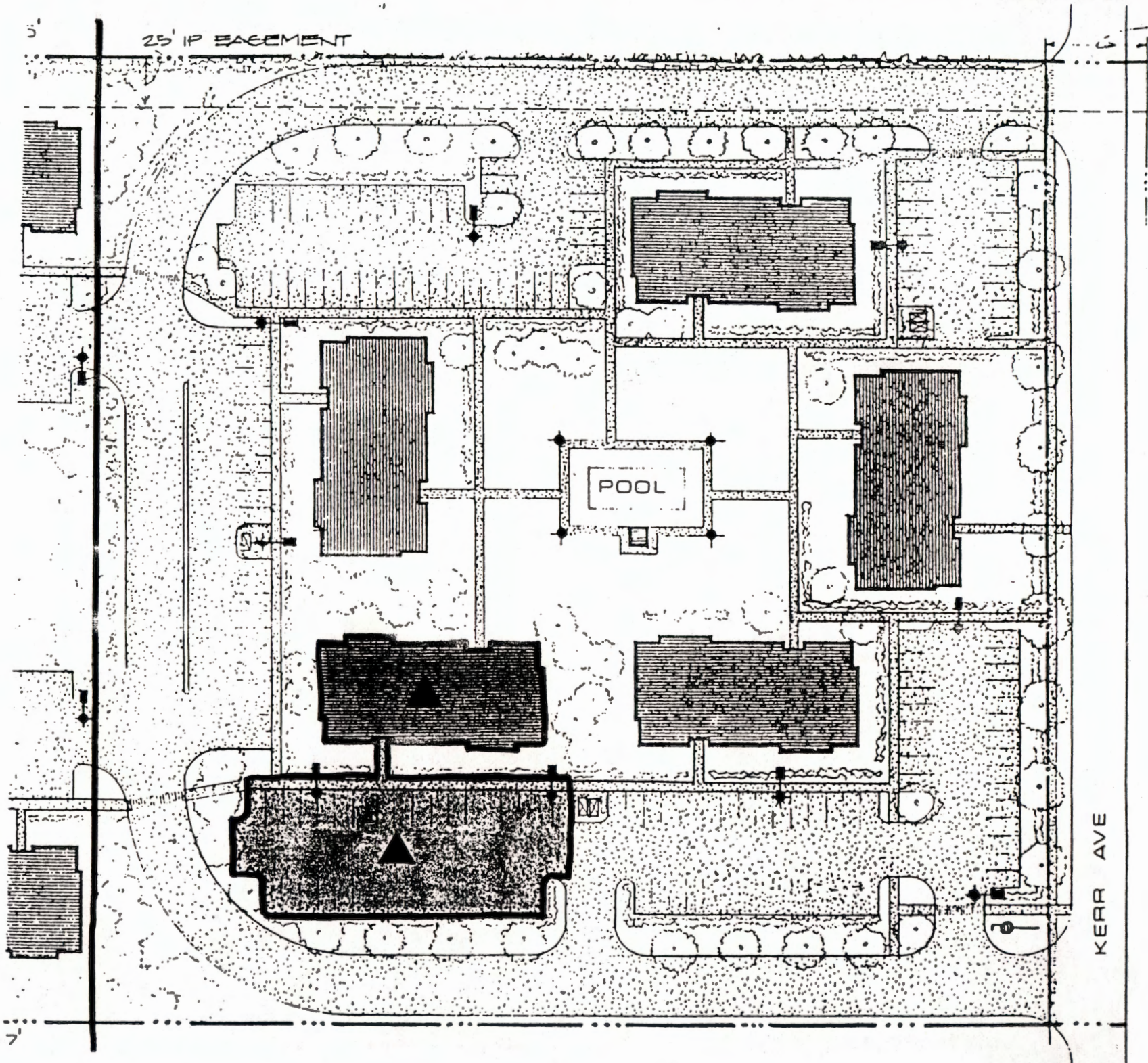


ATTACHMENT A-4

PHASE I
SUBPHASING

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AFFECTED

NO SCALE



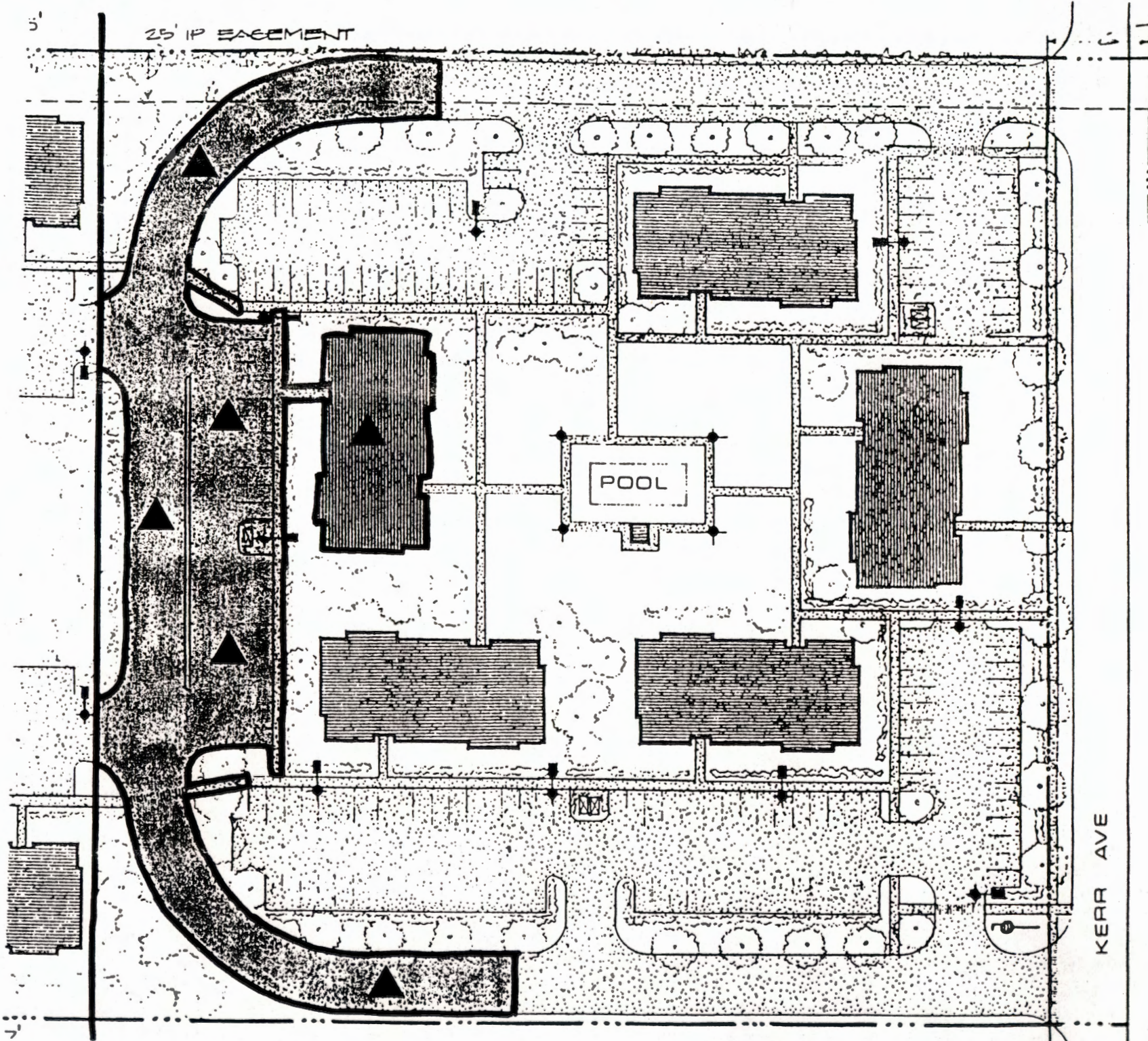
ATTACHMENT A-5

PHASE I
SUBPHASING

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AFFECTED

NO SCALE

 NORTH



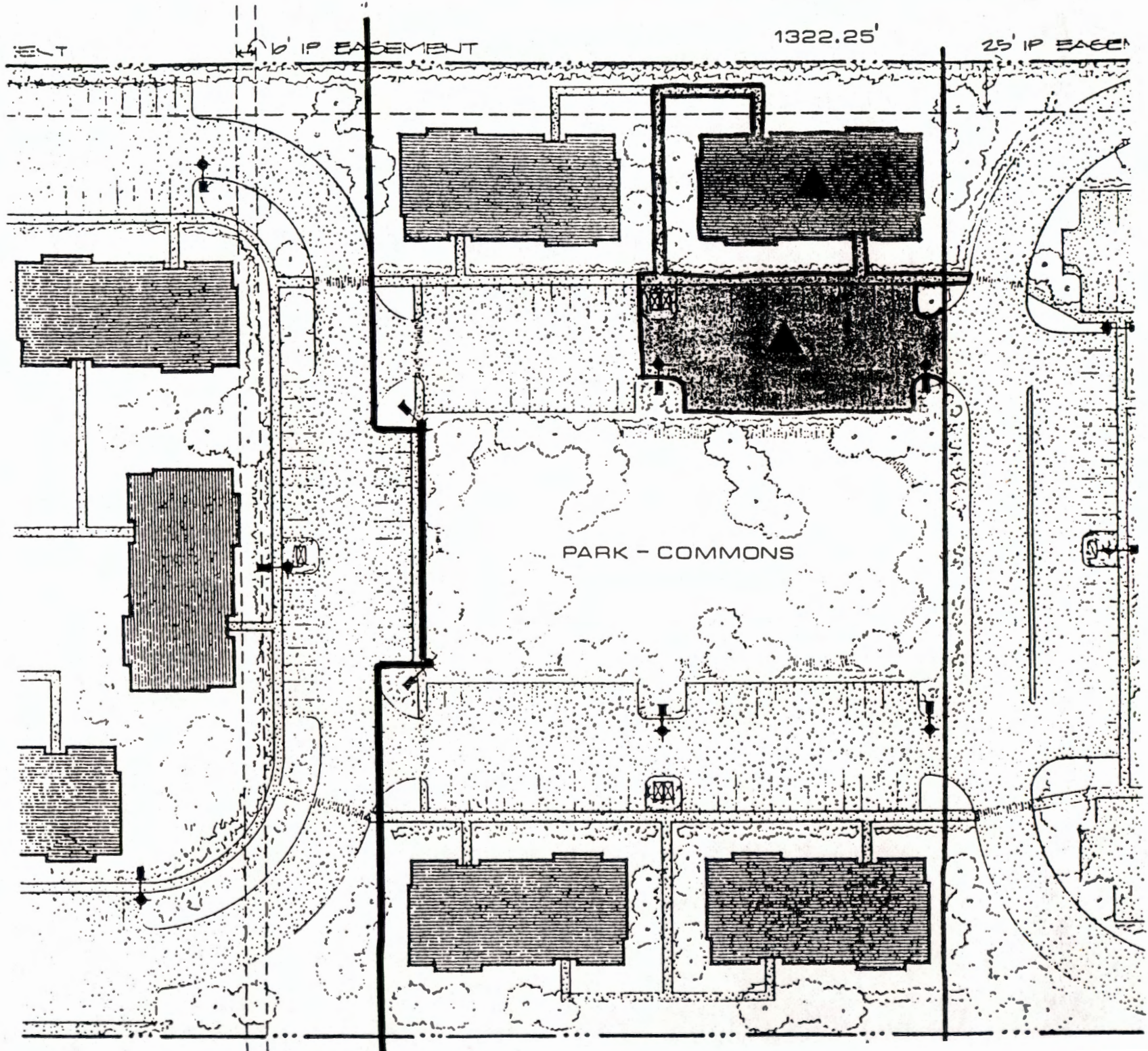
ATTACHMENT B-1

PHASE II
SUBPHASING

 = AREA AFFECTED

NO SCALE

 NORTH



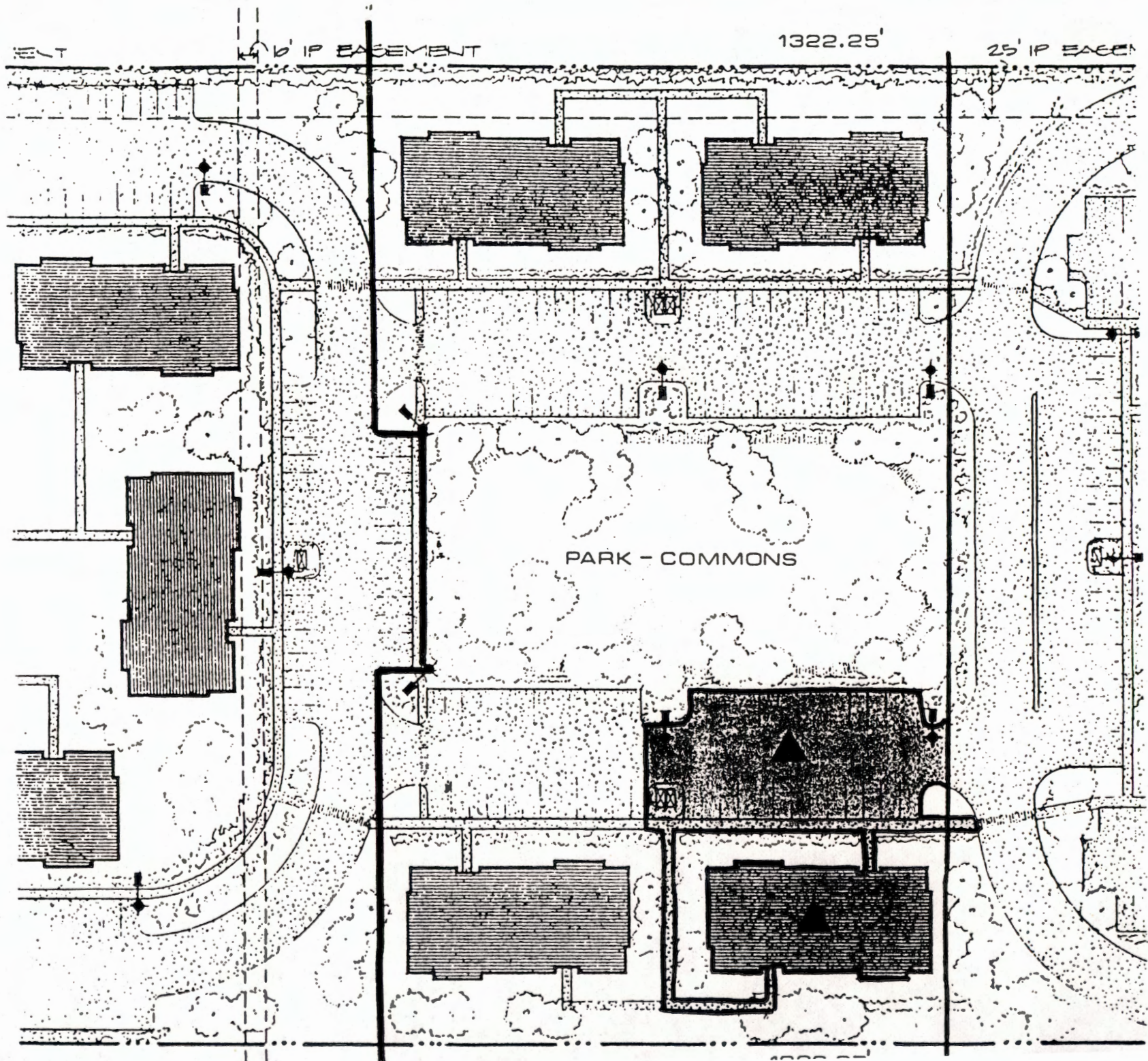
ATTACHMENT B-2

PHASE II
SUBPHASING

 = AREA
AFFECTED

NO SCALE

 NORTH



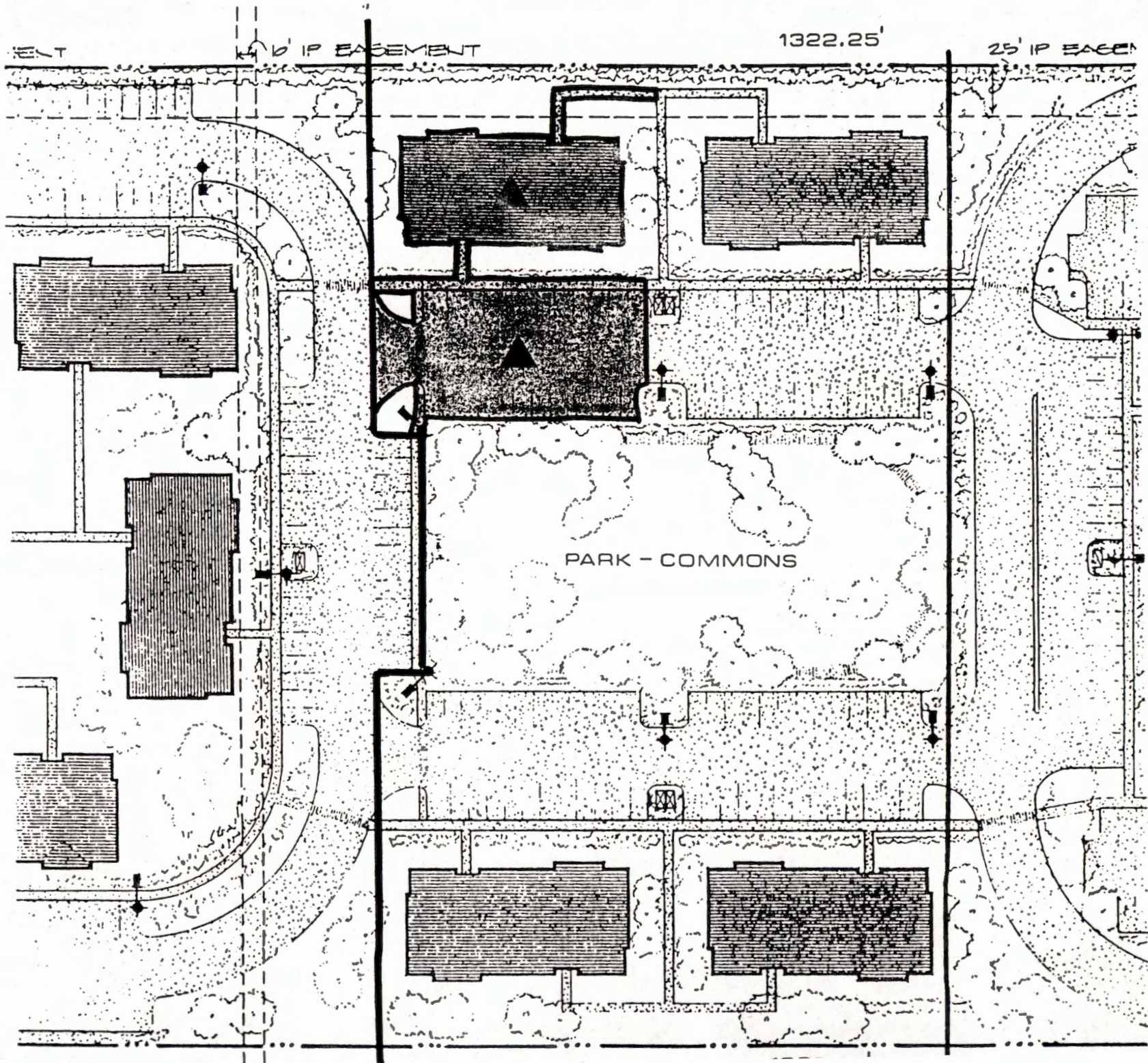
ATTACHMENT B-3

PHASE II
SUBPHASING

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AFFECTED

NO SCALE

 NORTH



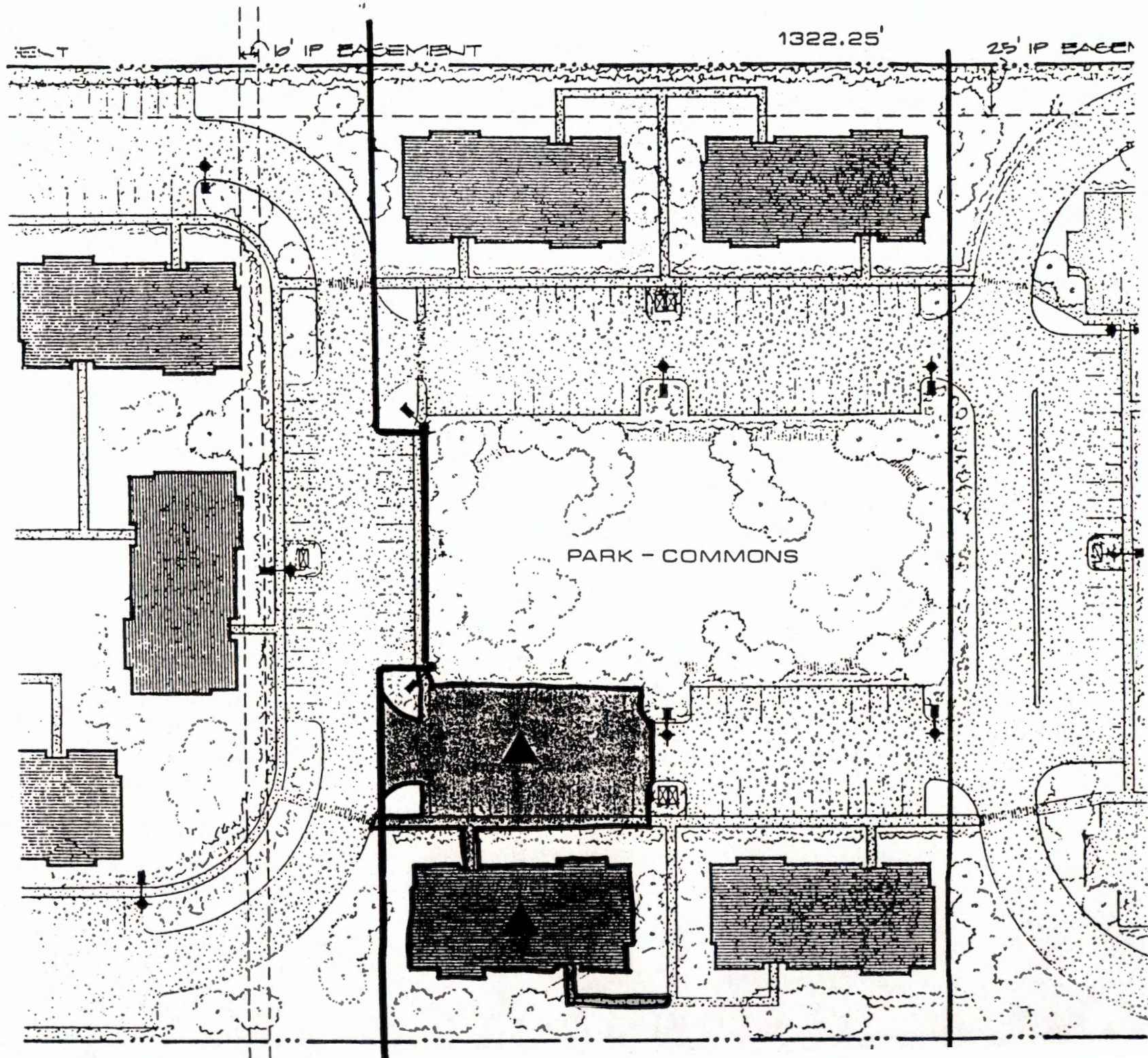
ATTACHMENT B-4

PHASE II
SUBPHASING



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AFFECTED

NO SCALE



ATTACHMENT C-1

PHASE III
SUBPHASING

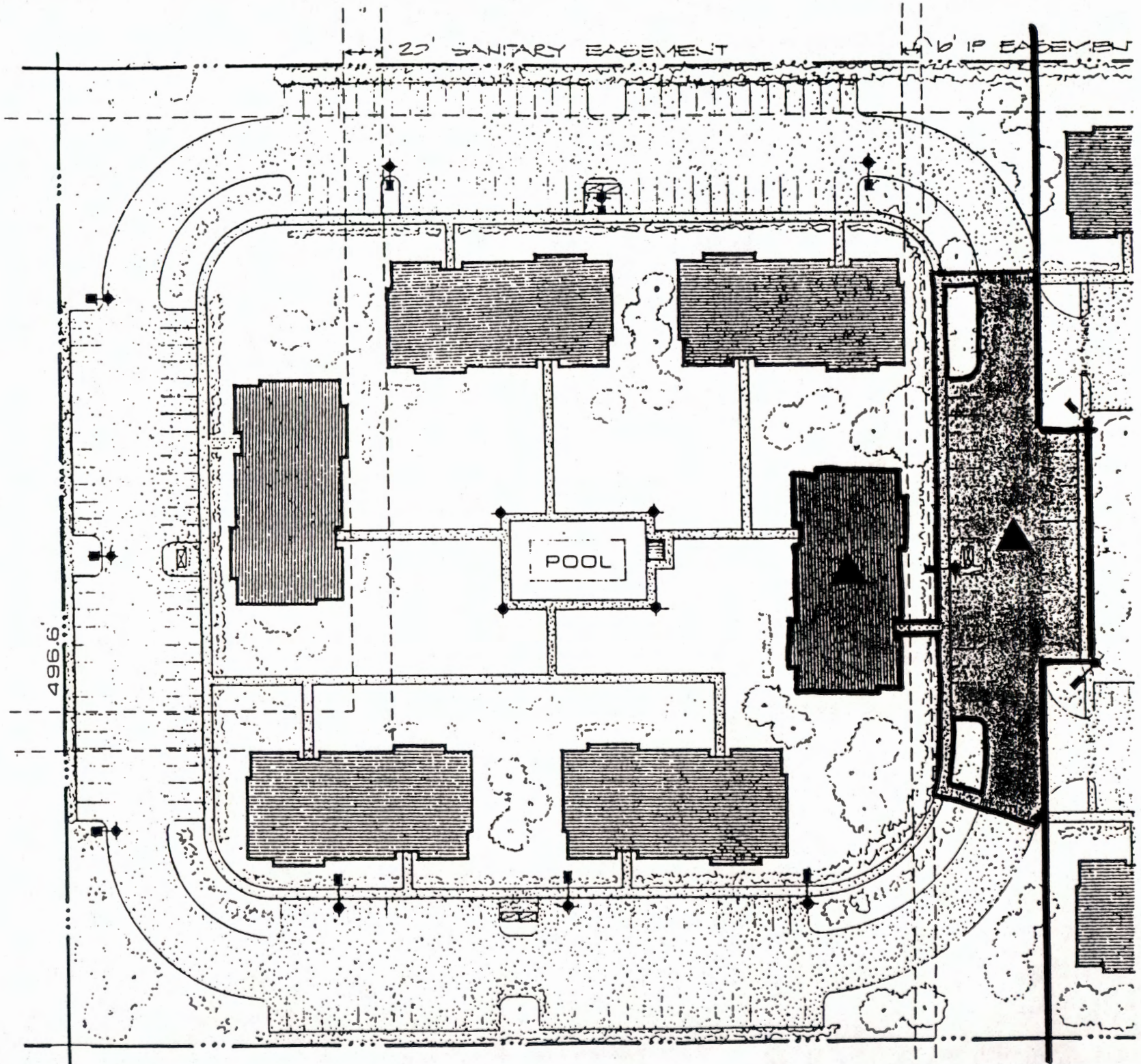


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AFFECTED

NO SCALE



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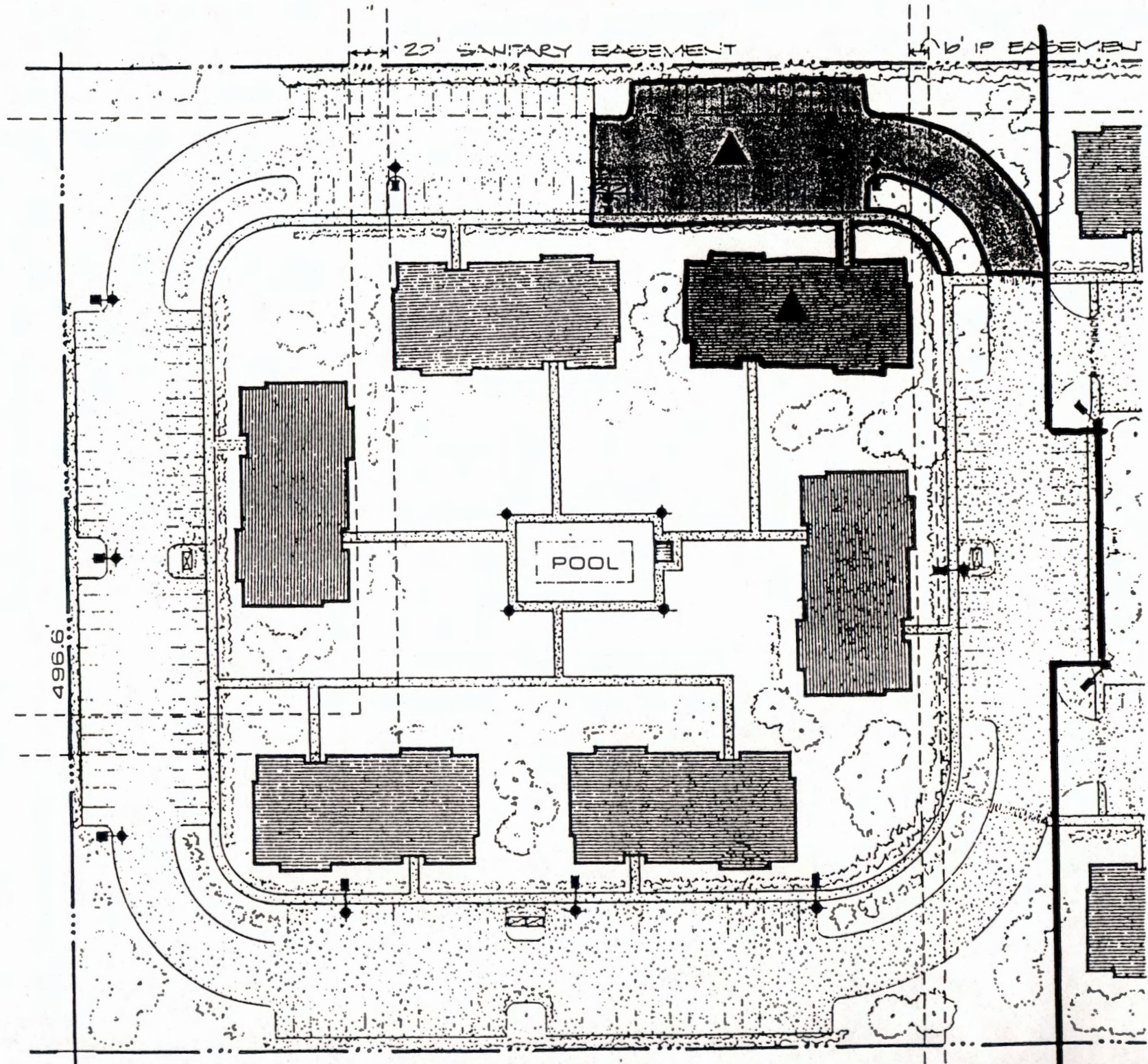
ATTACHMENT C-2

PHASE III
SUBPHASING

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NO SCALE

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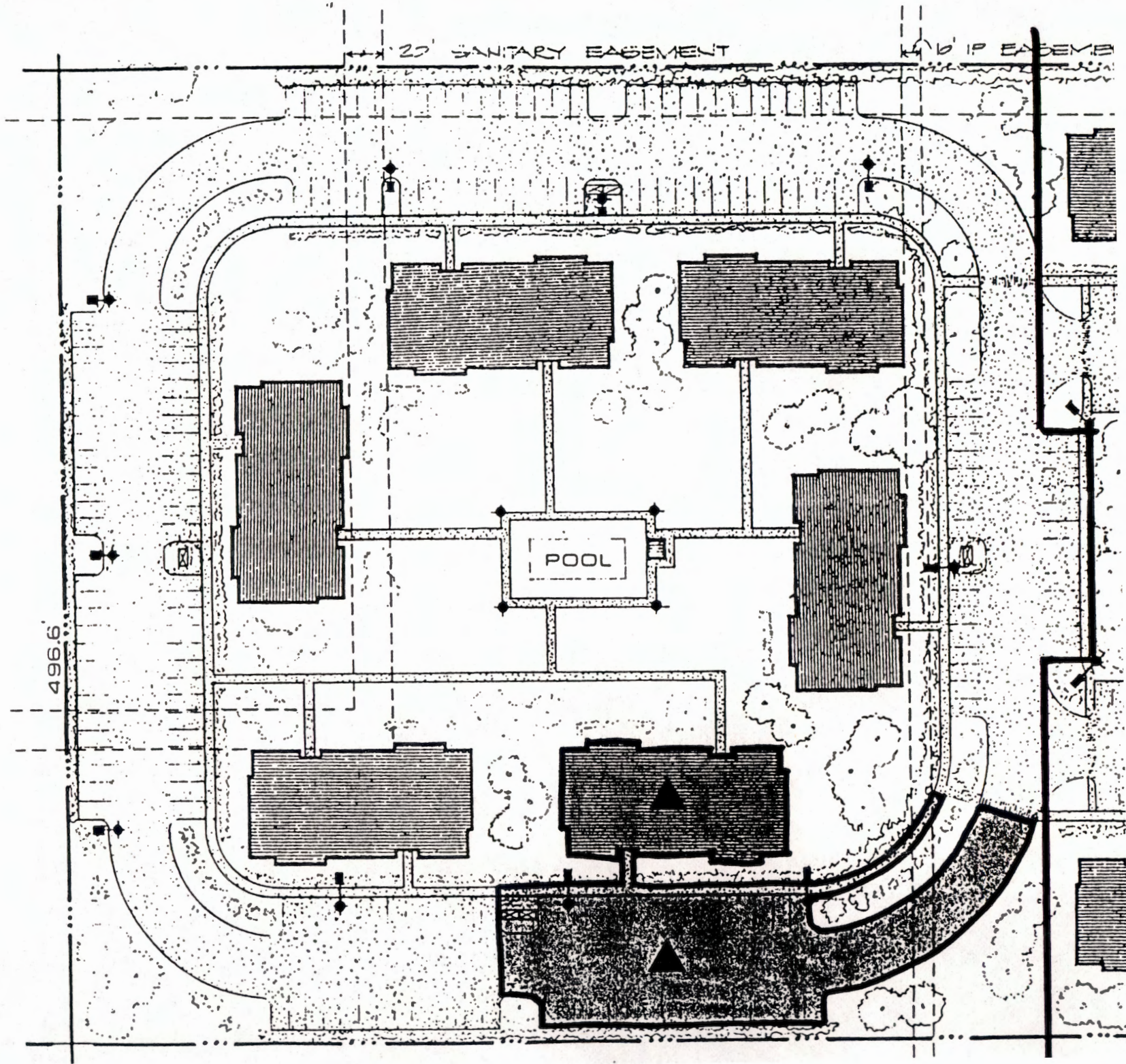
ATTACHMENT C-3

PHASE III
SUBPHASING

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AFFECTED

NO SCALE

 NORTH



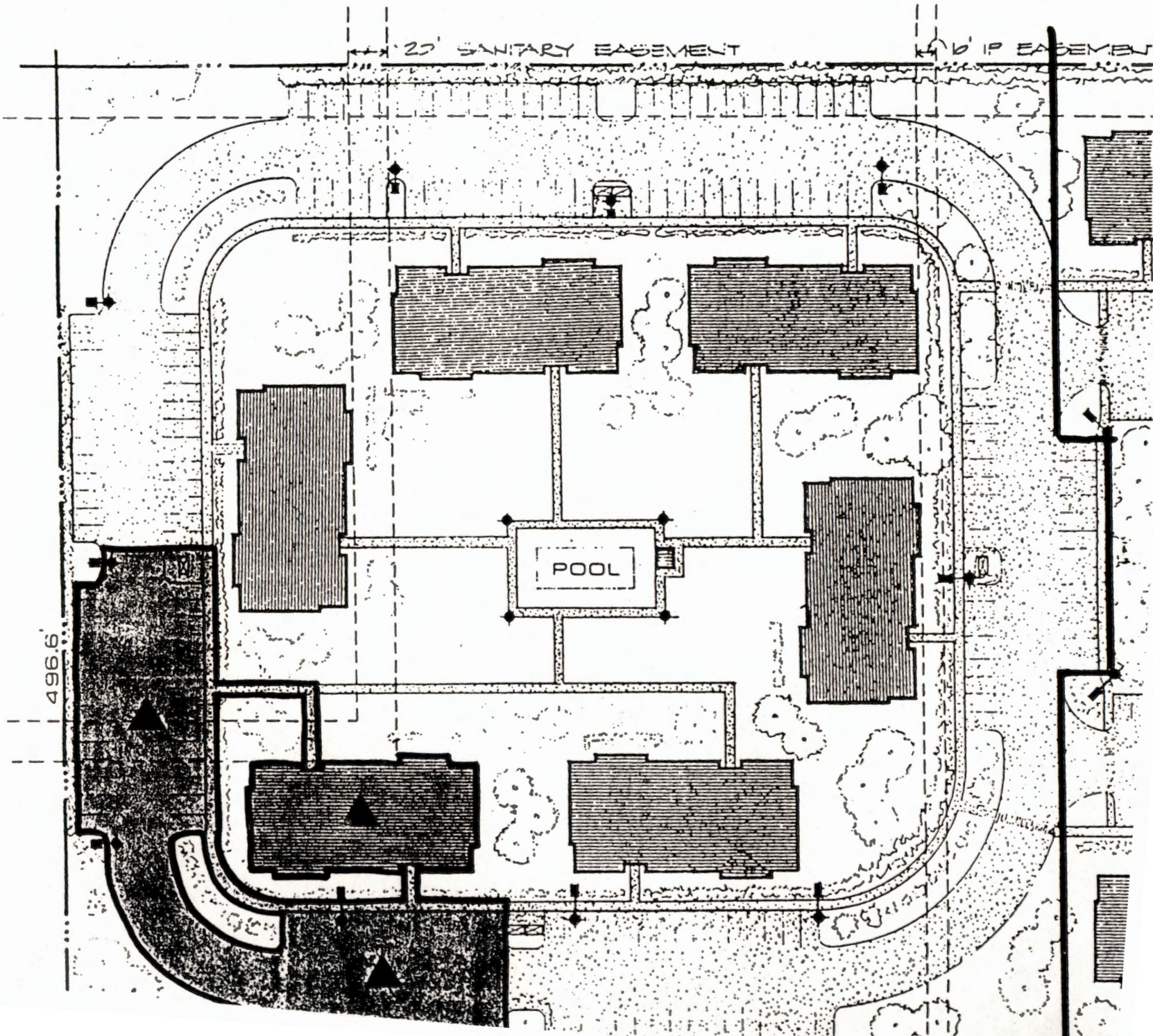
ACHMENT C-4

SE III
PHASING

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AFFECTED

NO SCALE

 NORTH



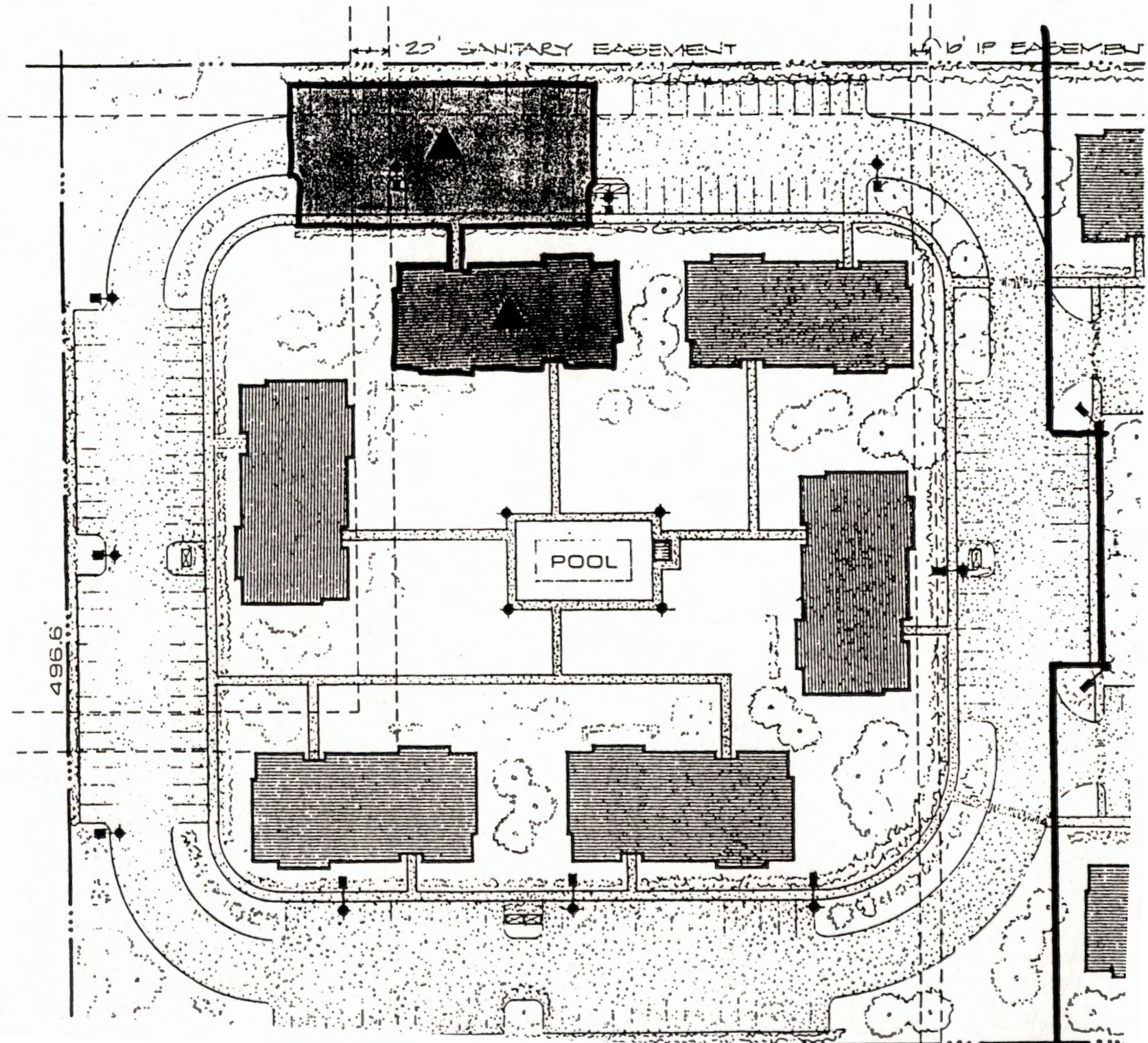
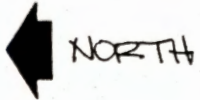
ATTACHMENT C-5

PHASE III
SUBPHASING



= AREA
AFFECTED

NO SCALE



ATTACHMENT C-6

PHASE III
SUBPHASING

 = AREA
AFFECTED

NO SCALE

 NORTH

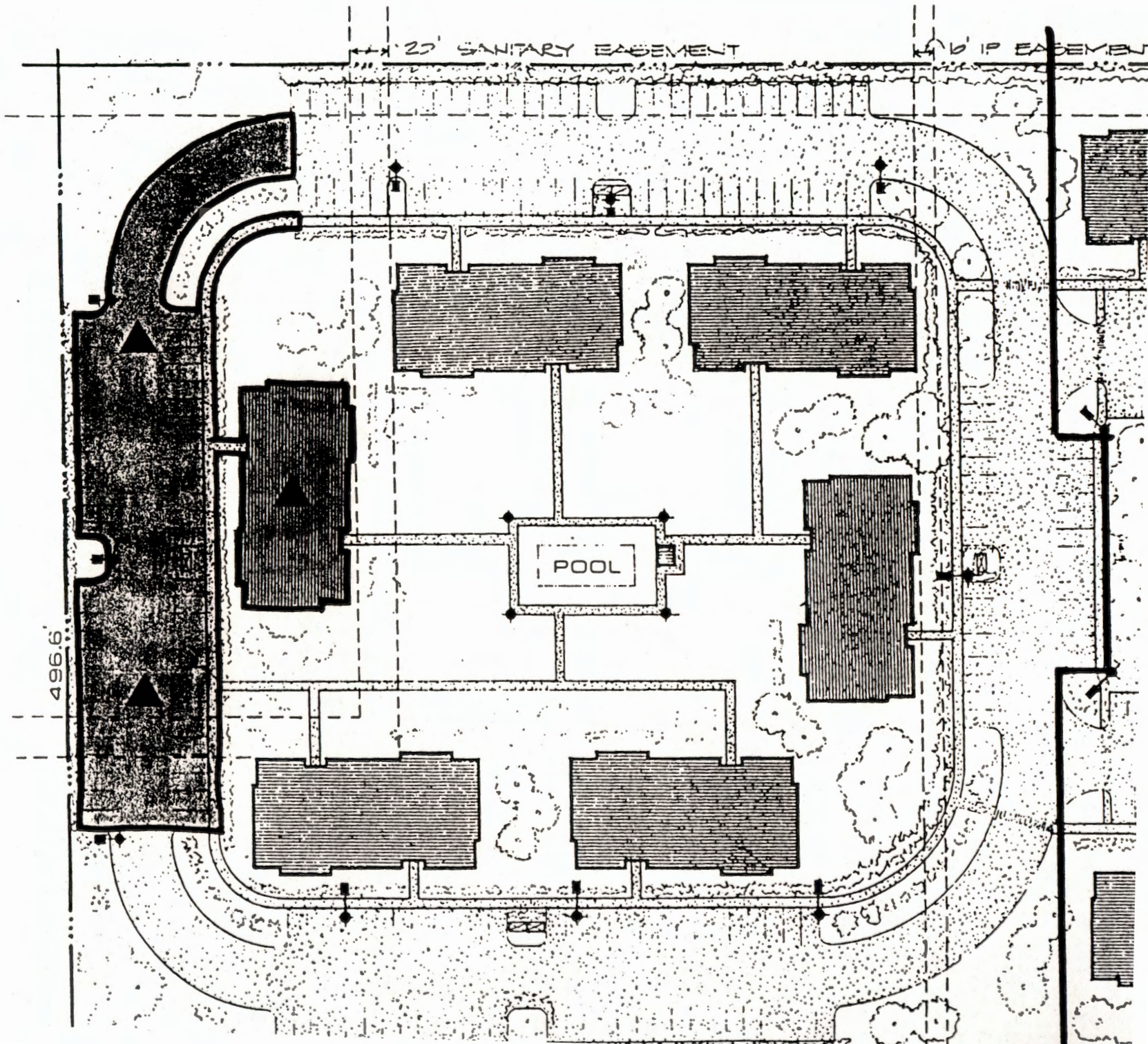


EXHIBIT 'A'

ZONING

LEGEND

- CITY OF URBANA
- AL = AGRICULTURE
- CRB = CONSERVATION/REC/ED.
- R-5 = MED. TO HIGH MULTI-FAMILY
- B-3 = GENERAL BUSINESS
- R-3 = SINGLE-TWO FAMILY RES.
- R-4 = MULTI-FAMILY RES.

●● - CITY LIMITS



PREPARED BY
CHAMPAIGN COUNTY
OFFICIAL PLANNING COMMISSION

NO SCALE

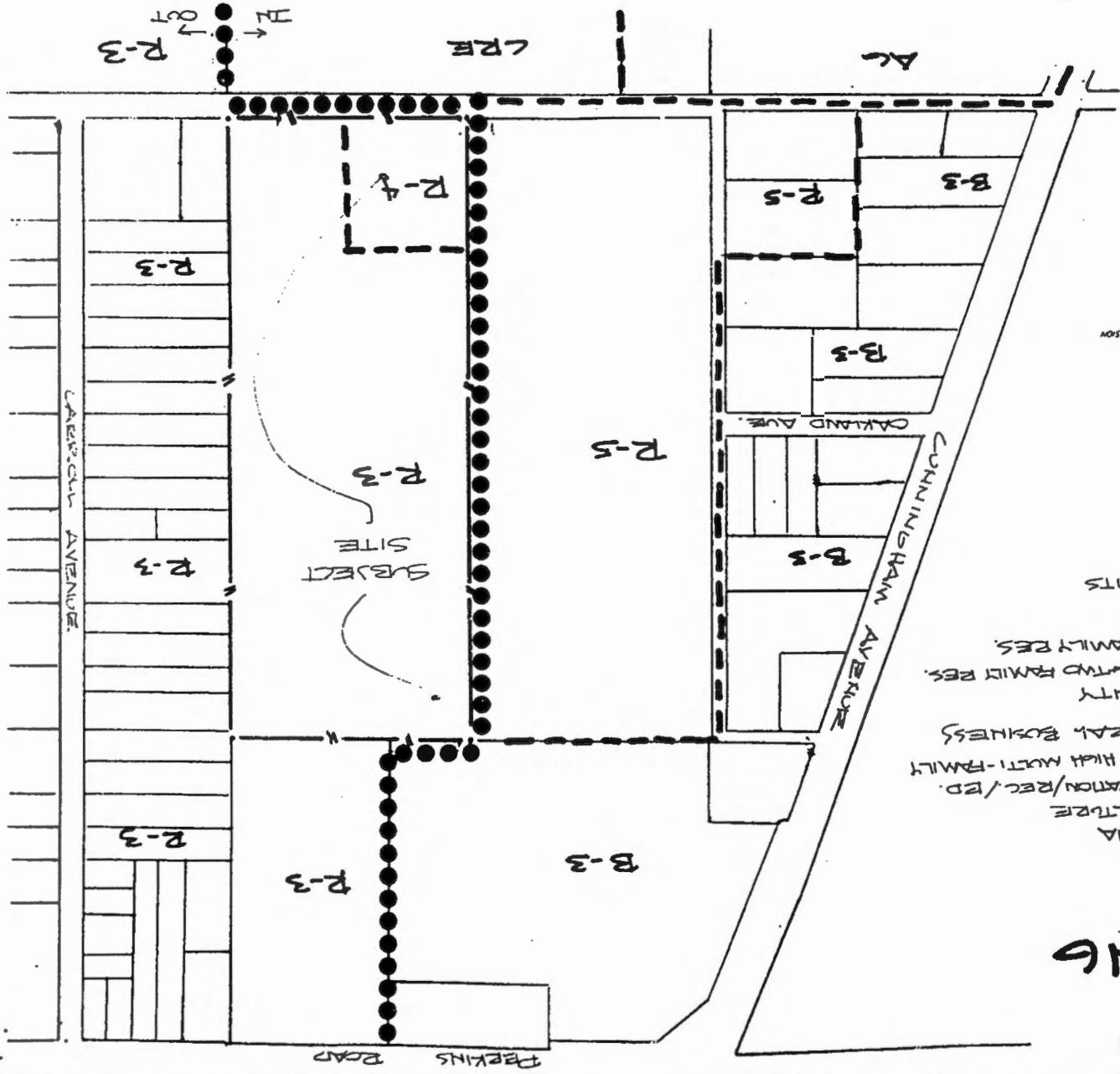


EXHIBIT "B" LAND USE

LEGEND

- SF = SINGLE FAMILY USE
- D = DUPLEX
- MH = MOBILE HOME
- MF = MULTIPLE FAMILY USE
- = CITY LIMITS



PREPARED BY
CHAMPAIGN COUNTY
REGIONAL PLANNING COMMISSION

NO SCALE

