

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ANNEXATION AGREEMENT  
(RUDOLF FRASCA)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Rudolf Frasca has been submitted for Urbana City Council consideration, a copy of which is attached, and designated as Plan Case # 1296-A-88; and

WHEREAS, said Agreement governs six tracts totalling approximately 311 acres generally located north of Anthony Drive and west of U. S. Route 45, and said tracts are described as follows:

Tract A:

Parcel #1: The SW 1/4 of the SW 1/4 of Section 33, and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of a Subdivision of the SE 1/4 of the SW 1/4 of said Section 33, Township Twenty (20) North, Range Nine (9) East of the 3rd Principal Meridian in Champaign County, Illinois, consisting of approximately 80 acres,

Parcel #2: All that part of the SW 1/4 of the SE 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian which lies West of U.S. Route 45, except the north 24 rods thereof, in Champaign County, Illinois, containing approximately six (6) acres,

Parcel #3: Commencing at the SE Corner of the SW quarter (1/4) of Section 33, Township 20 North, Range 9 East of the 3rd Principal Meridian, thence West along the South line of said Section 33, 330 feet to the true point of beginning; thence North 210 feet to a point; thence West 400 feet to a point; thence South 210 feet to a point on the South line of said Section 33; thence along the South line of said Section 33, 400 feet to the true point of beginning, all land lying in the SW Quarter (1/4) of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, it being understood that the property described as Parcel #3 is included in the property described as Parcel #1 above.

Tract B:

The north Half of the south west quarter, and all of the south half of the north west quarter of the south east quarter that lies west of Route 45, and that part of the north 24 rods of the north half of the south west quarter of the south east quarter that lies west of Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois.

Tract C:

The North Fifteen (15) Acres of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois.

Tract D:

The North Fifteen (15) acres of the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois.

Tract E:

The South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois.

Tract F:

All that part of the north 60 acres of the north west 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Lying West of U. S. Route 45, situated in Champaign County, Illinois, plus all that part of the north east 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Lying West of U. S. Route 45, Situated in Champaign County, Illinois.

WHEREAS, after due and proper publication, the Urbana Plan Commission held a public hearing on December 8, 1988; and

WHEREAS, the Urbana Plan Commission recommended approval of said Annexation Agreement; and

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on January 17, 1989 to consider said Annexation Agreement; and

WHEREAS, after due consideration the Urbana City Council deems it to be in the best interest of the City of Urbana to approve said Agreement.

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

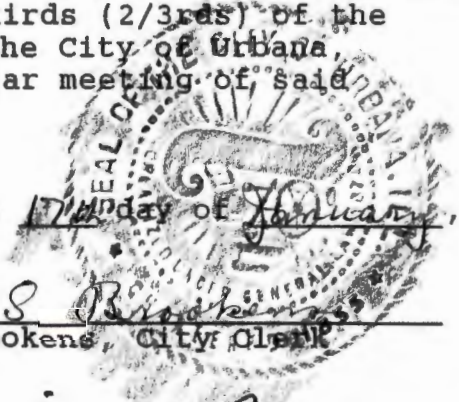
Section 1. That the Annexation Agreement between the City of Urbana, Illinois and Mr. Rudolf Frasca, a copy of which is

attached 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.

This ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of two-thirds (2/3rds) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

1989. PASSED by the City Council this 17<sup>th</sup> day of January,

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

1989. APPROVED by the Mayor on this 25<sup>th</sup> day of January,

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of February, 1989, by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and Rudolf Frasca (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, 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, 1985); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities will hold a proper public hearing on the annexation agreement; and

WHEREAS, Rudolf Frasca is the owner as contract purchaser of certain real estate, the legal description of which is set forth in Exhibit A and hereinafter referred to as Tract A; and

WHEREAS, Rudolf Frasca has an option to buy or has contacted to purchase certain real estate, or has a legal or equitable



interest in said real estate, the legal descriptions of which are set forth in Exhibits B, C, D, E and F, hereinafter referred to as Tracts B, C, D, E and F respectively; and

WHEREAS, Rudolf Frasca currently has a petition before the Champaign County Zoning Board of Appeals for a Special Use Permit in County Case Number 649-S-88 to allow the construction of an airport runway, factory building, restaurant building, and hangar; and

WHEREAS, Rudolf Frasca intends to purchase Tracts B, C, D, E and F; and

WHEREAS, Although tracts A, B, C, D, E and F are not yet contiguous to the City of Urbana, Owner, in order to best utilize his property, finds it desirous to annex Tracts A, B, C, D, E and F to the City of Urbana, when said tracts become contiguous to the City, pursuant to, and as provided for in this agreement; and

WHEREAS, Tracts A, B, C, D and E are zoned I-1, Light Industrial, in Champaign County and pursuant to Article IV, Section IV-5 Appendix A of the Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance") would automatically be zoned IN Industrial in the City of Urbana upon annexation; and

WHEREAS, Tract F is zoned AG2, Agriculture in Champaign County and should be rezoned IN, Industrial and B-3, General Business in the City of Urbana; and

WHEREAS, the Corporate Authorities find such annexation reflects the goals, objectives and policies set forth in the 1983 Urbana Comprehensive Plan; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues, and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have all aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. Representations and Obligations of Owner

1. If and when the Champaign County Zoning Board of Appeals issues a Special Use Permit to the Owner in County Zoning Case Number 649-S-88, the Owner agrees:

A. To file a proper annexation petition for Tracts A, C, D and F within thirty (30) days of said tracts becoming contiguous to the City limits of Urbana or within thirty (30) days after said Tracts become eligible for annexation upon termination of the two (2) year non-annexation requirement of the Community Development Assistance program financing, whichever event shall last occur. In the case of Tract F, if any portion of said Tract is used for farm purposes, the City shall annually reimburse Owner for the difference between taxes paid on said portion of Tract F used for farm purposes when in the City, and taxes which would have been paid if said portion of Tract F were not in the City. As to Tracts B and E, to file a proper annexation petition for that portion of B or E within thirty (30) days of when the tract out of which said portion comes, becomes contiguous to the City limits of Urbana and within thirty (30) days of a plat for development of such portion of such tract being approved by City and recorded, or the issuance of a zoning or building permit by the County.

B. In accordance with Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances (hereinafter referred to as the Urbana Zoning Ordinance), to accept the direct conversion of Tracts A, B, C, D and E County I-1 Light Industrial zoning classification to City IN Industrial zoning classification upon their annexation and the Tract F's conversion from AG2 County to City IN Industrial on the West half of said tract and B-3 general business on the East half of said tract upon its annexation.

C. He understands and agrees that the Corporate Authorities will expeditiously enact an amendment to the Urbana Zoning Ordinance which creates a zoning classification in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted.

D. To submit such a general area plan as may be prepared by and in cooperation with the Corporate Authorities for all of said Tracts and any additional real estate said Tracts are divided from, and as may be agreed upon by the parties.

E. To cause all of Tracts A, B, C, D, E, and F to be subdivided and platted, and to locate general land uses in accordance with the general area plan and Chapter 21 of the Urbana City Code of Ordinances, as it may be amended.

ARTICLE II. Representations and Obligations of Corporate  
Authorities

1. If and when the Champaign County Zoning Board of Appeals issues a Special Use Permit to the Owner in County Zoning Case Number 649-S-88, the Corporate Authorities agree to the following:



A. To expeditiously annex Tracts A, B, C, D, E and F or other properties for which Owner submits a proper petition when properly and effectively requested to do so by submission of a legally sufficient petition by Owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts to the City. Such action by the Corporate Authorities will not occur prior to the Community Development Assistance Program financing requirement that the project remain in an unincorporated area for two (2) years if said financing is approved for the manufacturing plant and runway extension described in Champaign County Zoning Board of Appeals Case Number 649-S-88.

B. The Corporate Authorities recognize a restaurant, airplane museum, hangars and airport business office, and other customarily incidental airport uses as allowable accessory uses to the principal airport use as a matter of right.

C. That in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance Tracts A, B, C, D, and E will be zoned IN Industrial, and Tract F will be zoned IN Industrial on the West one-half and B-3 General Business on the East one-half upon annexation. Such zoning will take place on City's own motion, and it will not be necessary for Owner to file a petition or petitions requesting such zoning.

D. That all existing improvements and uses of all tracts annexed under the terms and conditions of this Agreement and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the effective date of this annexation agreement shall be, pursuant to the provisions of Article X, Section X-1, of the Urbana Zoning Ordinance, considered lawful during the term of this Agreement. In addition, any such improvements and uses may continue under the provision of said Urbana Zoning Ordinance and shall be permitted to be reconstructed at the same location and size if damaged by fire, explosion, Act of God, or other sudden damage or destruction, Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding, during the term of this Agreement and as provided in this Agreement.

E. To allow establishment of all zoning uses permitted under the terms and conditions of a Special Use Permit granted in Case Number 649-S-88 by the Champaign County Zoning Board of Appeals if said uses are not established by the time of annexation.

F. Upon annexation, to expeditiously amend the City of Urbana Zoning Ordinance in order to create a zoning district in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted.

G. To cause and pay for the preparation of a general area plan, in cooperation with the Owner, for all of said Tracts and any additional real estate said Tracts are divided from. Such general area plan as agreed upon by the parties, may be amended from time to time in compliance with Urbana City Code of Ordinances without amending this agreement provided that said general area plan amendment adheres to the intent of this agreement.

H. To expeditiously approve final plats of said Tracts which the Owner submits and provided said plats are in substantial conformance to the aforementioned general area plan.

I. That this agreement establishes a Class A liquor license for a restaurant on the subject tracts.

J. To request Illinois Power Corporation to bury existing powerlines on the East and South sides of Tract A, and to use its best efforts to see that that is accomplished.

K. To request the Urbana and Champaign Sanitary District to extend by April 1, 1989 sanitary sewer interceptor service of sufficient size and capacity to serve all Tracts subject to this agreement, and in a location contiguous to a property line of Tract A, at no cost to Owner. If such service is not provided by the time the petition for annexation is required to be filed,

Owner shall be relieved of the obligation to file such annexation petition provided that if Owner does not file such annexation petition for such reason, he shall reimburse City for the cost it expends for water main extensions pursuant to this agreement. In the event City recaptures any of said cost from users other than Owner, only the net cost to City shall be due from Owner to City.

L. To extend complimentary fire and police protection for up to three (3) years to the subject tracts prior to their annexation, unless Owner fails to file a petition for annexation because of paragraph K above, in which case such protection shall terminate.

M. To not adopt any operational restrictions governing airport operations greater than those imposed by the Federal Aviation Administration.

N. To pay the developer's full share of the cost of extending an oversized, twelve (12) inch water main to Tract A from Willow Road to four hundred (400) feet east on Airport Road, but in an amount not to exceed twenty-five thousand dollars (\$25,000.00).

O. To not require the construction of off-site storm sewers to drain said tracts in that storm water will be detained on-site by the Owner of said tracts, and such on-site detention is deemed adequate by the City. To require on-site storm sewers only insofar as such internal storm sewers are required to transport

storm water to and from on-site detention facilities. If such on-site storm sewers are required by the City, the cost to construct internal storm sewers in excess of the size and capacity necessary to serve existing storm water run-off, and the storm water run-off from new development on said tracts, shall be at no cost to the Owner. Where consistent with standard engineering principles and practices, ground swales shall be approved as part of the internal drainage system. If there is a disagreement between the Owner's engineer and the City of Urbana on the use of ground swales, or in regard to the size or capacity of internal storm sewer facilities necessary to serve existing storm water run-off and the storm water runoff from new development, then the opinion of another engineer, mutually selected by the parties, shall be obtained. The findings of such engineer shall be binding on the Owner and the City. The cost of such engineer's services shall be born equally by the parties.

P. To not require extension of Road 1850 N at cost of Owner other than dedication of right-of-way required by Champaign County Highway Superintendent's Order. Owner and City shall do all things possible to encourage the County to construct Road 1850 N with the use of repaid CDAP (Community Development Assistance Program) or other County funds.

Q. Upon annexation, to use its best efforts to seek Illinois state designation of all tracts covered by this agreement as a state enterprise zone, provided that such action shall not be



required of the City unless there is proposed development which satisfies the eligibility requirements for designation as such an enterprise zone.

R. Recognizing the public nature of privately owned airports, the aviation industry is cognizant that the tax burden on these airports has created untenable situations for airport owners, forcing many owners out of business. Wishing to assure the retention of the services of Frasca Field, the City of Urbana agrees to support and assist in obtaining state legislation that will give Frasca Field or other private airport owners in similar situations the tax relief necessary to ease the burden. If legislation has been neither approved, nor is pending at the time of the annexation of the property containing the airport facilities, the City agrees to discuss with Frasca other types of tax relief measures that may be, or may become available to ease the tax burden.

S. Until a Tract or portion thereof is annexed to the City, there will be no City Building Code requirement and upon such annexation, City agrees to accept all developments as constructed.

### ARTICLE III. General Provisions

1. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns for a full term of twenty (20) years commencing as of the date hereof, as

provided by the Illinois State Statutes, and to the extent permitted thereby, it is agreed that, in the event the annexation of Tracts A, B, C, D, E or F under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such limitation is pending should not be included in calculating said twenty (20) year term.

2. The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tracts.
3. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.
4. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder.

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

CORPORATE AUTHORITIES

CITY OF URBANA

  
\_\_\_\_\_  
Jeffrey T. Markland, Mayor

2-5-89  
DATE



ATTEST:

  
\_\_\_\_\_  
Ruth S. Brookens  
CITY CLERK

OWNER:

*Rudolf Frasca*

Rudolf Frasca

*11/3/88*

DATE

ATTEST:

*Colleen Tholen*

NOTARY PUBLIC

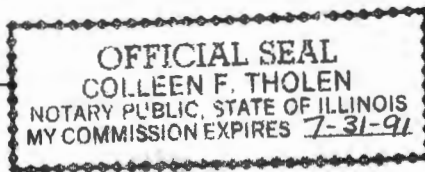




EXHIBIT "A"

PARCEL #1:

The SW 1/4 of the SW 1/4 of Section 33, and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of a Subdivision of the SE 1/4 of the SW 1/4 of said Section 33, Township Twenty (20) North, Range Nine (9) East of the 3rd Principal Meridian in Champaign County, Illinois, consisting of approximately 80 acres,

PARCEL #2:

All that part of the SW 1/4 of the SE 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian which lies West of U.S. Route 45, except the North 24 rods thereof, in Champaign County, Illinois, containing approximately six (6) acres.

PARCEL #3:

Commencing at the SE Corner of the SW quarter (1/4) of Section 33, Township 20 North, Range 9 East of the 3rd Principal Meridian, thence West along the South line of said Section 33, 330 feet to the true point of beginning; thence North 210 feet to a point; thence West 400 feet to a point; thence South 210 feet to a point on the South line of said Section 33; thence along the South line of said Section 33, 400 feet to the true point of beginning, all land lying in the SW Quarter (1/4) of Section 33, Township 20 North, Range 9 East of the Third Principle Meridian in Champaign County, Illinois, it being understood that the property described as Parcel #3 is included in the property described as Parcel #1 above. (Dyson property)

EXHIBIT "B"

The north half of the south west quarter, and all of the south half of the north west quarter of the south east quarter that lies west of Route 45, and that part of the north 24 rods of the north half of the south west quarter of the south east quarter that lies west of Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois.

EXHIBIT "C"

The North Fifteen (15) Acres of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Busey property)

EXHIBIT "D"

The North Fifteen (15) acres of the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Kuhlman property)

EXHIBIT "E"

The South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Hanks-Roberts property)



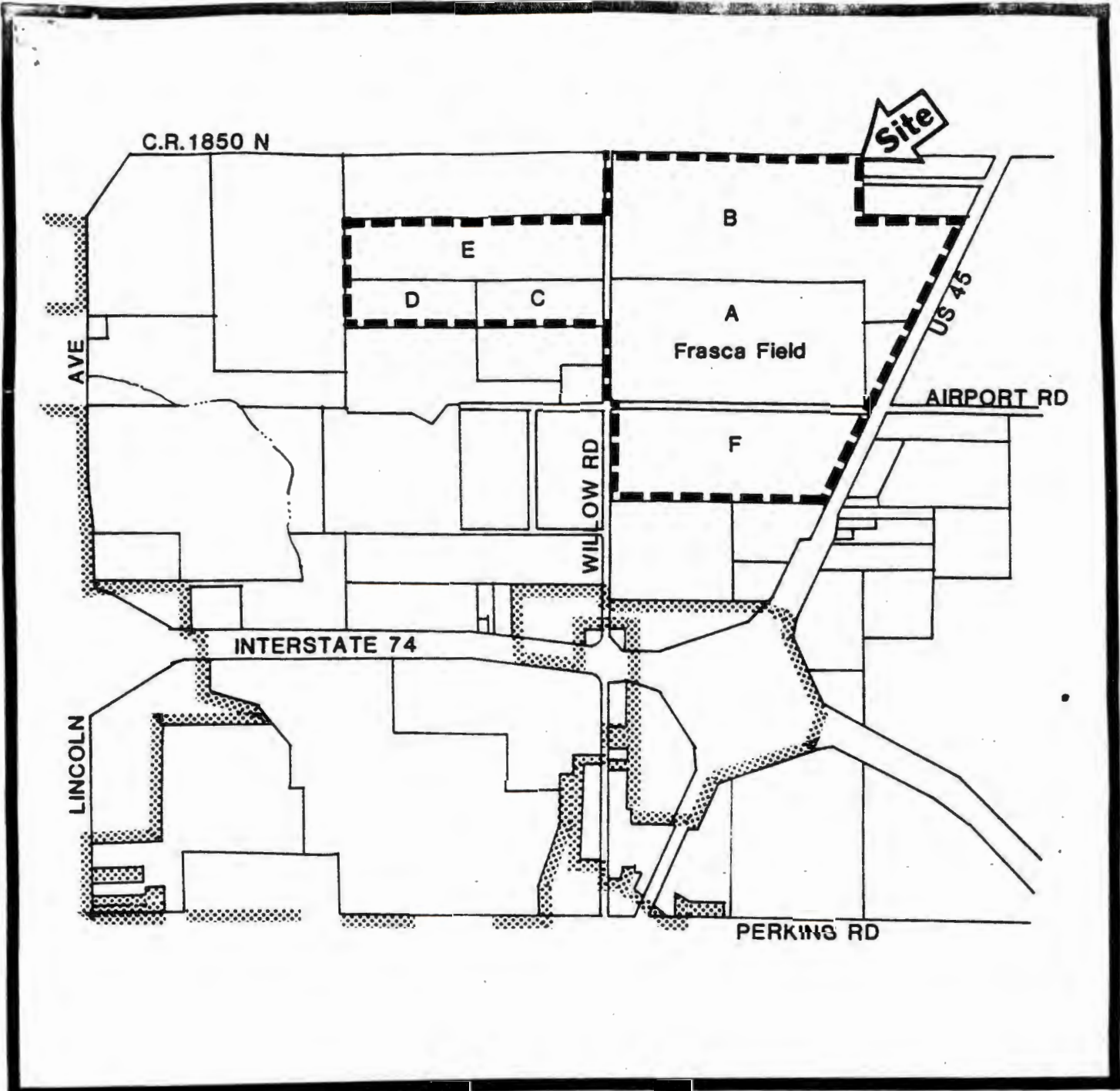
EXHIBIT "F"

All of that part of the North 60 acres of the Northwest Quarter of Section 4, Township 19 North, Range 9 East of the 3rd Principal Meridian, lying West of U. S. Route 45, in Champaign County, Illinois and containing 57.75 acres, more or less.

(Mueller property)

EXHIBIT "F"

All that part of the north 60 acres of the north west 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying west of U. S. Route 45, situated in Champaign County, Illinois, plus all that part of the north east 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying west of U. S. Route 45, situated in Champaign County, Illinois.



**TITLE :** GENERAL LOCATION MAP

**LEGEND :**

- ..... City Limits
- Site Boundary

Plan Case # 1296-A-88  
Frasca Annexation



**CITY OF URBANA**  
Planning Division

1661 0521

3300  
300  
3600

89R21617

RECORDED

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL  
\_\_\_\_\_

CLERK'S CERTIFICATE 89 OCT 31 PM 1 04

*Norm D. Jablon*

RECORDER

STATE OF ILLINOIS )  
                               ) SS  
COUNTY OF CHAMPAIGN )

I, Ruth S. Brookens, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (RUDOLPH FRASCA)" adopted by the City Council of the City of Urbana, Illinois on the 17th day of January, A.D. 1989, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 31st day of October, A.D. 1989.

*Ruth S. Brookens*  
-----  
Ruth S. Brookens, City Clerk



ORDINANCE NO. 8889-48

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ANNEXATION AGREEMENT  
(RUDOLF FRASCA)**

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WHEREAS, said Agreement governs six tracts totalling approximately 311 acres generally located north of Anthony Drive and west of U. S. Route 45, and said tracts are described as follows:

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Section 1. That the Annexation Agreement between the City of Urbana, Illinois and Mr. Rudolf Frasca, a copy of which is

attached 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.

This ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of two-thirds (2/3rds) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

1989. PASSED by the City Council this 17<sup>th</sup> day of January,

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

1989. APPROVED by the Mayor on this 25<sup>th</sup> day of January,

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor.

ANNEXATION AGREEMENT

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WHEREAS, Rudolf Frasca intends to purchase Tracts B, C, D, E and F; and

WHEREAS, Although tracts A, B, C, D, E and F are not yet contiguous to the City of Urbana, Owner, in order to best utilize his property, finds it desirable to annex Tracts A, B, C, D, E and F to the City of Urbana, when said tracts become contiguous to the City, pursuant to, and as provided for in this agreement; and

WHEREAS, Tracts A, B, C, D and E are zoned I-1, Light Industrial, in Champaign County and pursuant to Article IV, Section IV-5 Appendix A of the Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance") would automatically be zoned IN Industrial in the City of Urbana upon annexation; and

WHEREAS, Tract F is zoned AG2, Agriculture in Champaign County and should be rezoned IN, Industrial and B-3, General Business in the City of Urbana; and

WHEREAS, the Corporate Authorities find such annexation reflects the goals, objectives and policies set forth in the 1983 Urbana Comprehensive Plan; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues, and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have all aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. Representations and Obligations of Owner

1. If and when the Champaign County Zoning Board of Appeals issues a Special Use Permit to the Owner in County Zoning Case Number 649-S-88, the Owner agrees:

A. To file a proper annexation petition for Tracts A, C, D and F within thirty (30) days of said tracts becoming contiguous to the City limits of Urbana or within thirty (30) days after said Tracts become eligible for annexation upon termination of the two (2) year non-annexation requirement of the Community Development Assistance program financing, whichever event shall last occur. In the case of Tract F, if any portion of said Tract is used for farm purposes, the City shall annually reimburse Owner for the difference between taxes paid on said portion of Tract F used for farm purposes when in the City, and taxes which would have been paid if said portion of Tract F were not in the City. As to Tracts B and E, to file a proper annexation petition for that portion of B or E within thirty (30) days of when the tract out of which said portion comes, becomes contiguous to the City limits of Urbana and within thirty (30) days of a plat for development of such portion of such tract being approved by City and recorded, or the issuance of a zoning or building permit by the County.

B. In accordance with Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances (hereinafter referred to as the Urbana Zoning Ordinance), to accept the direct conversion of Tracts A, B, C, D and E County I-1 Light Industrial zoning classification to City IN Industrial zoning classification upon their annexation and the Tract F's conversion from AG2 County to City IN Industrial on the West half of said tract and B-3 general business on the East half of said tract upon its annexation.

C. He understands and agrees that the Corporate Authorities will expeditiously enact an amendment to the Urbana Zoning Ordinance which creates a zoning classification in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted.

D. To submit such a general area plan as may be prepared by and in cooperation with the Corporate Authorities for all of said Tracts and any additional real estate said Tracts are divided from, and as may be agreed upon by the parties.

E. To cause all of Tracts A, B, C, D, E, and F to be subdivided and platted, and to locate general land uses in accordance with the general area plan and Chapter 21 of the Urbana City Code of Ordinances, as it may be amended.

ARTICLE II. Representations and Obligations of Corporate  
Authorities

1. If and when the Champaign County Zoning Board of Appeals issues a Special Use Permit to the Owner in County Zoning Case Number 649-S-88, the Corporate Authorities agree to the following:

A. To expeditiously annex Tracts A, B, C, D, E and F or other properties for which Owner submits a proper petition when properly and effectively requested to do so by submission of a legally sufficient petition by Owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts to the City. Such action by the Corporate Authorities will not occur prior to the Community Development Assistance Program financing requirement that the project remain in an unincorporated area for two (2) years if said financing is approved for the manufacturing plant and runway extension described in Champaign County Zoning Board of Appeals Case Number 649-S-88.

B. The Corporate Authorities recognize a restaurant, airplane museum, hangars and airport business office, and other customarily incidental airport uses as allowable accessory uses to the principal airport use as a matter of right.

C. That in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance Tracts A, B, C, D, and E will be zoned IN Industrial, and Tract F will be zoned IN Industrial on the West one-half and B-3 General Business on the East one-half upon annexation. Such zoning will take place on City's own motion, and it will not be necessary for Owner to file a petition or petitions requesting such zoning.



D. That all existing improvements and uses of all tracts annexed under the terms and conditions of this Agreement and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the effective date of this annexation agreement shall be, pursuant to the provisions of Article X, Section X-1, of the Urbana Zoning Ordinance, considered lawful during the term of this Agreement. In addition, any such improvements and uses may continue under the provision of said Urbana Zoning Ordinance and shall be permitted to be reconstructed at the same location and size if damaged by fire, explosion, Act of God, or other sudden damage or destruction, Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding, during the term of this Agreement and as provided in this Agreement.

E. To allow establishment of all zoning uses permitted under the terms and conditions of a Special Use Permit granted in Case Number 649-S-88 by the Champaign County Zoning Board of Appeals if said uses are not established by the time of annexation.

F. Upon annexation, to expeditiously amend the City of Urbana Zoning Ordinance in order to create a zoning district in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted.

G. To cause and pay for the preparation of a general area plan, in cooperation with the Owner, for all of said Tracts and any additional real estate said Tracts are divided from. Such general area plan as agreed upon by the parties, may be amended from time to time in compliance with Urbana City Code of Ordinances without amending this agreement provided that said general area plan amendment adheres to the intent of this agreement.

H. To expeditiously approve final plats of said Tracts which the Owner submits and provided said plats are in substantial conformance to the aforementioned general area plan.

I. That this agreement establishes a Class A liquor license for a restaurant on the subject tracts.

J. To request Illinois Power Corporation to bury existing powerlines on the East and South sides of Tract A, and to use its best efforts to see that that is accomplished.

K. To request the Urbana and Champaign Sanitary District to extend by April 1, 1989 sanitary sewer interceptor service of sufficient size and capacity to serve all Tracts subject to this agreement, and in a location contiguous to a property line of Tract A, at no cost to Owner. If such service is not provided by the time the petition for annexation is required to be filed,

Owner shall be relieved of the obligation to file such annexation petition provided that if Owner does not file such annexation petition for such reason, he shall reimburse City for the cost it expends for water main extensions pursuant to this agreement. In the event City recaptures any of said cost from users other than Owner, only the net cost to City shall be due from Owner to City.

L. To extend complimentary fire and police protection for up to three (3) years to the subject tracts prior to their annexation, unless Owner fails to file a petition for annexation because of paragraph K above, in which case such protection shall terminate.

M. To not adopt any operational restrictions governing airport operations greater than those imposed by the Federal Aviation Administration.

N. To pay the developer's full share of the cost of extending an oversized, twelve (12) inch water main to Tract A from Willow Road to four hundred (400) feet east on Airport Road, but in an amount not to exceed twenty-five thousand dollars (\$25,000.00).

O. To not require the construction of off-site storm sewers to drain said tracts in that storm water will be detained on-site by the Owner of said tracts, and such on-site detention is deemed adequate by the City. To require on-site storm sewers only insofar as such internal storm sewers are required to transport

storm water to and from on-site detention facilities. If such on-site storm sewers are required by the City, the cost to construct internal storm sewers in excess of the size and capacity necessary to serve existing storm water run-off, and the storm water run-off from new development on said tracts, shall be at no cost to the Owner. Where consistent with standard engineering principles and practices, ground swales shall be approved as part of the internal drainage system. If there is a disagreement between the Owner's engineer and the City of Urbana on the use of ground swales, or in regard to the size or capacity of internal storm sewer facilities necessary to serve existing storm water run-off and the storm water runoff from new development, then the opinion of another engineer, mutually selected by the parties, shall be obtained. The findings of such engineer shall be binding on the Owner and the City. The cost of such engineer's services shall be born equally by the parties.

P. To not require extension of Road 1850 N at cost of Owner other than dedication of right-of-way required by Champaign County Highway Superintendent's Order. Owner and City shall do all things possible to encourage the County to construct Road 1850 N with the use of repaid CDAP (Community Development Assistance Program) or other County funds.

Q. Upon annexation, to use its best efforts to seek Illinois state designation of all tracts covered by this agreement as a state enterprise zone, provided that such action shall not be

required of the City unless there is proposed development which satisfies the eligibility requirements for designation as such an enterprise zone.

R. Recognizing the public nature of privately owned airports, the aviation industry is cognizant that the tax burden on these airports has created untenable situations for airport owners, forcing many owners out of business. Wishing to assure the retention of the services of Frasca Field, the City of Urbana agrees to support and assist in obtaining state legislation that will give Frasca Field or other private airport owners in similar situations the tax relief necessary to ease the burden. If legislation has been neither approved, nor is pending at the time of the annexation of the property containing the airport facilities, the City agrees to discuss with Frasca other types of tax relief measures that may be, or may become available to ease the tax burden.

S. Until a Tract or portion thereof is annexed to the City, there will be no City Building Code requirement and upon such annexation, City agrees to accept all developments as constructed.

### ARTICLE III. General Provisions

1. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns for a full term of twenty (20) years commencing as of the date hereof, as

provided by the Illinois State Statutes, and to the extent permitted thereby, it is agreed that, in the event the annexation of Tracts A, B, C, D, E or F under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such limitation is pending should not be included in calculating said twenty (20) year term.

2. The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tracts.
3. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.
4. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder.

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

1661 0538

CORPORATE AUTHORITIES

CITY OF URBANA

  
\_\_\_\_\_  
Jeffrey T. Markland, Mayor

2-5-89  
DATE

ATTEST:

  
\_\_\_\_\_  
CITY CLERK



OWNER:

*Rudolf Erasca*  
Rudolf Erasca

11/3/88  
DATE

ATTEST:

*Colleen Tholen*  
NOTARY PUBLIC

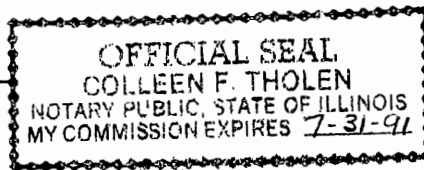


EXHIBIT "A"

## PARCEL #1:

The SW 1/4 of the SW 1/4 of Section 33, and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of a Subdivision of the SE 1/4 of the SW 1/4 of said Section 33, Township Twenty (20) North, Range Nine (9) East of the 3rd Principal Meridian in Champaign County, Illinois, consisting of approximately 80 acres,

## PARCEL #2:

All that part of the SW 1/4 of the SE 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian which lies West of U.S. Route 45, except the North 24 rods thereof, in Champaign County, Illinois, containing approximately six (6) acres.

## PARCEL #3:

Commencing at the SE Corner of the SW quarter (1/4) of Section 33, Township 20 North, Range 9 East of the 3rd Principal Meridian, thence West along the South line of said Section 33, 330 feet to the true point of beginning; thence North 210 feet to a point; thence West 400 feet to a point; thence South 210 feet to a point on the South line of said Section 33; thence along the South line of said Section 33, 400 feet to the true point of beginning, all land lying in the SW Quarter (1/4) of Section 33, Township 20 North, Range 9 East of the Third Principle Meridian in Champaign County, Illinois, it being understood that the property described as Parcel #3 is included in the property described as Parcel #1 above. (Dyson property)

## EXHIBIT "B"

The north half of the south west quarter, and all of the south half of the north west quarter of the south east quarter that lies west of Route 45, and that part of the north 24 rods of the north half of the south west quarter of the south east quarter that lies west of Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois.

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EXHIBIT "C"

The North Fifteen (15) Acres of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Busey property)

EXHIBIT "D"

The North Fifteen (15) acres of the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Kuhlman property)

EXHIBIT "E"

The South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois. (Hanks-Roberts property)

EXHIBIT "F"

All of that part of the North 60 acres of the Northwest Quarter of Section 4, Township 19 North, Range 9 East of the 3rd Principal Meridian, lying West of U. S. Route 45, in Champaign County, Illinois and containing 57.75 acres, more or less.

(Mueller property)

