

ORDINANCE NO. 8889-91

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
(George W. and Norma Jane Busey)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and George W. Busey and Norma Jane Busey has been submitted for Urbana City Council consideration, a copy of which is attached, and designated as Plan Case #1310-A-89; and

WHEREAS, said Agreement governs a tract of land totaling approximately 29.40 acres generally located north of Anthony Drive and east of North Willow Road, commonly known as 2400 North Willow Road and said tract described as follows:

A tract of land located in the North Half of the Southwest Quarter of the Northwest Quarter and the South ten acres of the Northwest Quarter of the Northwest Quarter of Section Four, Township Nineteen North, Range Nine East of the Third Principal Meridian in Champaign County, Illinois, said tract encompassing 29.40 acres, more or less; and

WHEREAS, said Annexation Agreement proposes a zoning of the subject tract different than that assigned by the Urbana Zoning Ordinance's direct conversion table; and

WHEREAS, after due and proper publication, the Urbana Plan Commission held a public hearing to consider the proposed IN Industrial zoning for the subject tract as outlined in the attached Annexation Agreement on June 8, 1989; and

WHEREAS, the Urbana Plan Commission recommended approval of the IN Industrial zoning for said tract proposed in the Annexation Agreement; and

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on June 19, 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 George W. Busey and Norma Jane Busey, 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.

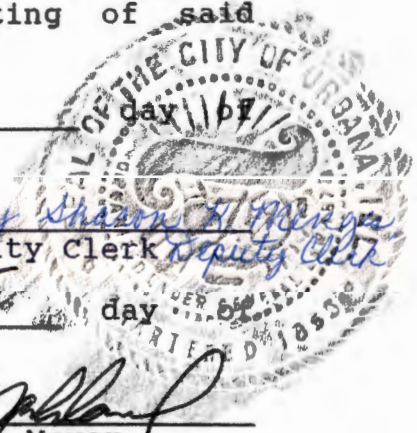
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of two-thirds (2/3) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council this 19th day of June, 1989.

Ruth S. Brookens City Clerk
Ruth S. Brookens, City Clerk

APPROVED by the Mayor on this 30th day of June, 1989

Jeffrey T. Markland
Jeffrey T. Markland, Mayor



THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8889-91 AND IS INCORPORATED
THEREIN BY REFERENCE.



Ruth S. Brookens by Sharon R. Manges,
Ruth S. Brookens, City Clerk *Deputy Clerk*

Date June 29, 1989

**ANNEXATION AGREEMENT
(GEORGE BUSEY FARM)**

THIS AGREEMENT, made and entered into this 28th day of June, 1989, by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and George W. Busey and Norma Jane Busey (hereinafter referred to as the "Owners").

W I T N E S S E T H:

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, 1988); and

WHEREAS, pursuant to notice as required by Statute, the Corporate Authorities held a proper public hearing on June 19, 1989 to consider said annexation agreement; and

WHEREAS, George W. Busey and Norma Jane Busey are the owners of record of certain real estate, the legal description of which is set forth below:

A tract of land located in the North Half of the Southwest Quarter of the Northwest Quarter and the South ten acres of the Northwest Quarter of the Northwest Quarter of Section

Four, Township Nineteen North, Range Nine East of the Third Principal Meridian in Champaign County, Illinois, said tract encompassing 29.40 acres, more or less.

WHEREAS, the location and general description of said Tract is also presently identified as Permanent Parcel Identification Number 30-21-04-100-002 by the Champaign County Assessor's Office; and

WHEREAS, Exhibit A: Preliminary Annexation Plat is herein attached and is a true and accurate representation of said Tract which is proposed to be annexed to the City as a part of this Agreement; and

WHEREAS, said Tract is contiguous to the City of Urbana; and

WHEREAS, said Tract is zoned AG-2, Agriculture 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 AG, Agriculture in the City of Urbana upon annexation; and

WHEREAS, the Owners have agreed to rezone said Tract to IN, Industrial upon annexation to the City of Urbana under certain conditions and terms provided in this Agreement; and

WHEREAS, after due consideration of the facts presented at a public hearing of the Urbana Plan Commission in Plan Case # 1310-A-89 the Corporate Authorities find and determine that the

IN, Industrial zoning district classification would be an appropriate use of land; and

WHEREAS, the Corporate Authorities find such annexation and zoning reflects the goals and objectives and policies set forth in the 1982 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, said Tract is the necessary link to other unincorporated territories which desire and seek annexation to the City of Urbana; 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 Owners

Section 1. The Owners agree to file a proper annexation petition for said Tract within (30) days of the effective date of this Agreement.

Section 2. The Owners agree to accept the IN-Industrial zoning district classification upon said Tract's annexation to the City of Urbana subject to the terms and provisions of the Urbana Zoning Ordinance as it may be amended.

ARTICLE II: Representations and Obligations of Corporate Authorities

Section 1. The Corporate Authorities agree to expeditiously annex said Tract when properly and effectively requested to do so by submission of a legally sufficient petition by Owners by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City.

Section 2. Upon annexation of said Tract to the City, the Corporate Authorities agree to zone all of said Tract to the IN-Industrial zoning district.

Section 3. The Corporate Authorities find and determine that all existing improvements and uses of said Tract 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 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.

Section 4. Upon annexation of said Tract, the City shall make annual reimbursement payments to the Owners in an amount equal to the estimated increase in real estate taxes for said Tract as a result of annexation. The City shall determine the reimbursement amount each year by subtracting the total tax rate that would otherwise be applied to said Tract if the property remained outside the City, from the total tax rate applied to said Tract in the City for the applicable tax year. The difference between the two tax rates will then be multiplied by the assessed value of said Tract as found in the Champaign County Assessor's Office records for the revenue year which corresponds to the applicable tax year. Except as otherwise provided for in this Agreement, the annual reimbursement amount shall be paid to the Owners on or before October 1st of each respective year the real estate tax is paid in full for the term of this Agreement.

It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

a. Annexation of said Tract is necessary in order to achieve contiguity with other tracts of land, which Owners of said tracts desire and seek annexation to the City of Urbana.

b. Annexation of said Tract is necessary to annex other tracts of unincorporated territory in order to promote the orderly, planned, and controlled growth of the City, and further to promote the safety, health, and general welfare of the public.

c. Annexation of said Tract is necessary in order to achieve contiguity with several tracts of land, the annexation of which will have a significantly positive impact on the tax base of the City of Urbana.

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by W.R.D.
p. 11*

~~Section~~ 5. At such time that the undersigned Owners or their beneficiaries of said Tract do not have a majority interest in the ownership of said Tract or any portion thereof, or no longer use said Tract or any portion thereof for farm land purposes, then the City shall be released from making any further payments required by Section 4 above for said Tract. It is further understood that the City shall continue to pay a portion

of the reimbursement amount to the Owners or their beneficiaries under the terms of this Agreement which shall hereby be adjusted by the City to correspond to the portion of said Tract of which Owners retain a majority ownership interest in, and continue to use for farm land purposes. For the purpose of this Agreement, farm land shall have the same meaning as, and refer to, the classification of "farm land" as applied by the Cunningham Township Assessor's Office.

ARTICLE III: General Provisions

Section 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 said Tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending should not be included in calculating said twenty-year (20-year) term.

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Section 2. The Owners 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 Owners, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of said Tract.

Section 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.

Section 4. The Corporate Authorities and Owners intend that this Agreement shall be recorded in the Office of the Champaign County Recorder.

IN WITNESS WHEREOF, the Corporate Authorities and Owners 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

6-28-89

Date

ATTEST:



City Clerk

OWNERS

George W Busey
George W. Busey

May 11, 1989
Date

Norma Jane Busey
Norma Jane Busey

May 11, 1989
Date

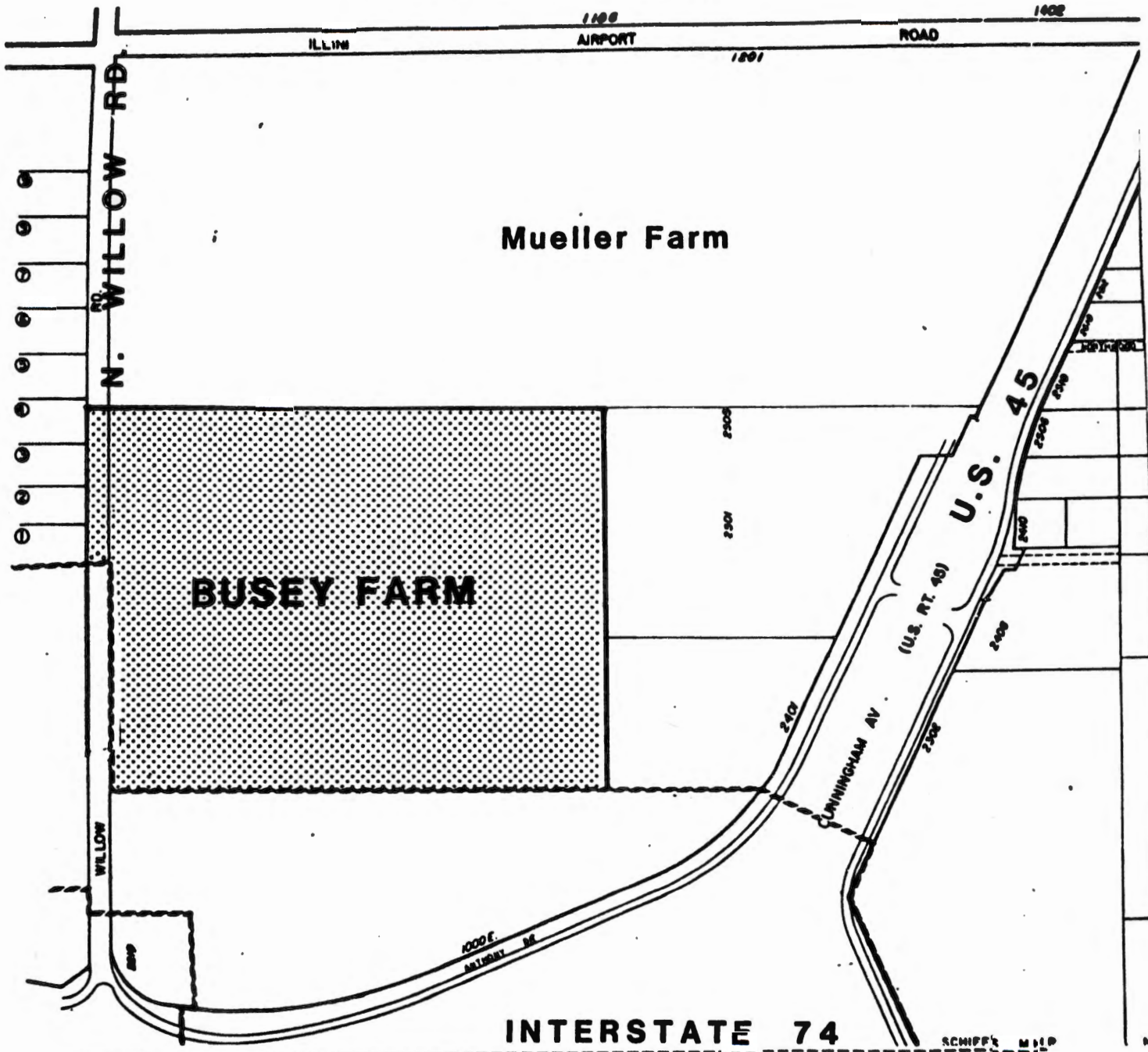
Subscribed and sworn to before me
this 11th day of May, 1989.

Petty DeLeon
Notary Public

My Commission Expires March 12, 1991



END OF ANNEXATION AGREEMENT
(GEORGE BUSEY FARM)

Exhibit A
 PRELIMINARY ANNEXATION PLAT
 GEORGE W. BUSEY FARM
 2400 N. Willow Road
 P.I. # 30-21-04-100-002



LEGEND

SCALE: ONE INCH = 400 FEET

-  Existing City of Urbana Corporate Limits
-  Property proposed to be annexed (includes adjacent public right-of-way)



Prepared by the City of Urbana
 Department of Community Development Services
 May 4, 1989

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