

ORDINANCE NO. 9091-129

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ANNEXATION AGREEMENT  
Mast Estate**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and the Marie Mast Estate has been submitted for the Urbana City Council consideration, a copy of which is attached, and designated as Plan Case #1440-A-91; and

WHEREAS, said agreement governs a tract totalling approximately 35.96 acres generally located at the intersection of U.S. Route 150 and Illinois Route 130; and said tract is described as follows:

The Northeast Quarter of the Northeast Quarter of Section 15, in Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

EXCEPT

The right-of-way for highway purposes obtained by the Department of Transportation of the State of Illinois in proceedings commenced in the Circuit Court of Champaign County, Illinois in Case 86-L-74, Records 1438, page 605.

AND ALSO Except

The railroad right-of-way as shown on the Plat of the Peoria and Eastern Railway, filed May 25, 1902 in Plat Book "B" at page 88, in the Recorder's Office of Champaign County, Illinois.

Said NET TRACT ALSO

subject also to the rights of the public in that portion of the premises currently used as a township highway.

A description of the perimeter of the above described Net Tract as follows:

Commencing at a brass tablet survey monument found in a pavement vault at the Northeast corner the Northeast Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence South 00 Degrees (°) 30 minutes (') 48 seconds (") East as referenced from an Illinois Department of Transportation Right-of-Way Survey for

Federal Aid Route 808 (Illinois Route 130) dated August 20, 1985 along the East line of the Northeast Quarter of said Section 15, a distance of 76.59 feet to a point on the Southerly right-of-way line of Conrail (Peoria and Eastern Railway Company); thence South 89°45'08" West along the Southerly right-of-way of said Conrail (Peoria and Eastern Railway Company) a distance of 135.39 feet to an iron pipe survey monument found on the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130) for the point-of-beginning; thence South 01°11'26" East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130), a distance of 33.00 feet to an iron pipe survey monument set; thence South 02° 08'20" East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130, a distance of 528.74 feet to an iron pipe survey monument set; thence South 00°30'48" East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130), a distance of 698.14 feet to an iron pipe survey monument set on the South line of the Northeast Quarter of the Northeast Quarter of said Section 15; thence South 88°33'48" West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 15, a distance of 1203.37 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 15, said corner being 0.17 feet East of an iron pipe survey monument witness corner found; thence North 00° 34'51" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 15, said line being the centerline of Pfeffer Road a distance of 1284.56 feet to an iron pipe survey monument set on the Southerly right-of-way line of said Conrail (Peoria and Eastern Railway Company); thence North 89°45'08" East along the Southerly right-of-way line of said Conrail (Peoria and Eastern Railway Company), a distance of 1,189.35 feet to the point-of-beginning all as shown on the accompanying Plat of Survey, said Net Tract containing 35.06 acres, more or less, all situated in Champaign County, Illinois.

WHEREAS, the proposed Annexation Agreement is in compliance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on May 20, 1991 to consider said Annexation Agreement.

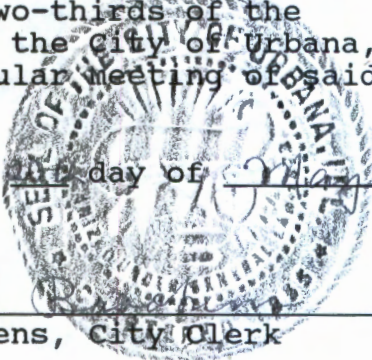
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Annexation Agreement between the City of Urbana, Illinois and the Marie Mast Estate, 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 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 on this 14<sup>th</sup> day of May, 1991.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 25<sup>th</sup> day of May, 1991.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

1440.ORD

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 9091-129 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

June 19, 1991  
Date

## ANNEXATION AGREEMENT

(MARIE MAST ESTATE)

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and the Marie Mast Estate by its executor, Wendell Winkelmann, (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 held a proper public hearing on the annexation agreement on \_\_\_\_\_; and

WHEREAS, the Marie Mast Estate is the owner of record of certain real estate having a tax parcel number 30-21-15-226-001, and hereinafter referred to as the "Tract", the legal description of which is set forth in Exhibit A attached hereto.

WHEREAS, the map attached and labeled Exhibit B is a true and accurate representation of Said Tract to be annexed to the City of Urbana; and

WHEREAS, although said Tract is not yet contiguous to the City of Urbana, but said Owner, in order to best utilize the property, finds it desirous to annex the Tract to the City of Urbana, when said Tract becomes contiguous to the City, pursuant to, and as provided for in this agreement; and

WHEREAS, the said Tract is classified as I-1 Light Industry 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, the Corporate Authorities find annexing said Tract as City IN (Industrial) reflects the goals, 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, the Owner desires to have all the 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 the Owners**

**Section 1.** The Owner agrees to file a proper annexation petition for said Tract within thirty (30) days of said Tract becoming contiguous to the City limits of Urbana but in any event no sooner than one year from the date of this annexation agreement.

**Section 2.** The Owner acknowledges that upon annexation, said Tract shall be automatically converted from County I-1 (Light Industry) to City IN (Industrial) zoning classification; Owner also acknowledges that, prior to actual annexation occurring, the City may amend its Zoning Ordinance to create a new similar Industrial Zoning Classification. The rezoning of said tract to such new Industrial Zoning must be agreed to by both the City and Owner, if such zoning is determined, by both the City and the Owner, to be appropriate for said Tract.

**Section 3.** If construction of buildings takes place prior to annexation, the Owner agrees to submit a courtesy copy of all building and construction plans to the City for review. The Owner further agrees that all building and construction plans shall contain a seal of a professional architect or professional engineer, registered in the State of Illinois.

**Section 4.** The Owner agrees that all building construction shall conform to the State of Illinois' laws regarding plumbing, electrical service, and fire safety.

**Section 5.** The Owner agrees to install fire hydrants at the time of the replatting and development of Lot 2 of the subdivision of said Tract as illustrated in Exhibit C, attached hereto and referred to as "East Urbana Industrial Center Number 1", as required by the Urbana Code of Ordinances in order to provide Lot 2 with adequate fire protection services.

**Section 6.** The Owner agrees to cause said Tract to be subdivided and platted in accordance with Chapter 21 of the Urbana City Code of Ordinances, as it may be amended, and except as otherwise agreed to herein. The Owner acknowledges that the waivers of Chapter 21 granted herein apply to the subdivision of said Tract as generally illustrated in Exhibit C, attached hereto. The Owners further agree that storm water management shall be designed in accordance with the design criteria outlined in Section

21-42.B.5 of said Code, dated November 21, 1988 prior to the actual development of or building construction on Lot 1 or Lot 2.

**Section 7.** Upon the subdivision or development of said Tract, per Exhibit C, the Owner agrees to dedicate thirty (30) feet of right-of-way for Pfeffer Road along the west side of said Tract.

**Section 8.** The Owner agrees that there will be no vehicular access from Tract to Pfeffer Road after development, except that access shall be retained for the Urbana & Champaign Sanitary District pump station, on proposed Outlot 3 of Exhibit C, and access shall be maintained and dedicated across a portion of Outlot 3 to the City of Urbana for the northern portion of said Tract for future access to a detention basin to perform emergency services if necessary.

**Section 9.** The Owner agrees to construct a landscape berm along the western edge of said Tract. The berm shall be constructed for each building site adjoining Pfeffer Road and shall be constructed prior to or at the time of building construction on said Tract. The landscape berm shall be a minimum of four (4) feet in height from the existing elevation of the proposed right-of-way line of Pfeffer Road as illustrated in Exhibit C and shall be constructed generally within the building setback area from Pfeffer Road which is thirty-five (35) feet wide along the west side of said Tract. The final design of the berm shall be approved by the City of Urbana Zoning Administrator. Initial construction and long-term maintenance of the landscape berm will be the responsibility of individual owners of the Tract or any subdivision thereof, for that portion of the landscape berm on their respective lots.

**Section 10.** Upon the subdivision and/or development of said Tract, the Owner agrees to the deferral of sidewalk construction along Illinois Route 130 until such time as sidewalks on adjoining properties to the north and south of said Tract are approved for construction and after resolution by the Urbana City Council requesting construction of this sidewalk. The City Engineer shall notify the owner when adjoining sidewalks are approved for construction. Sidewalks shall be installed within ninety (90) days of the Urbana City Council's request or subject to an alternative time-frame agreed to by the City Council. The sidewalk shall be located on existing Illinois Route 130 right-of-way and arrangements for and approval of the Illinois Department of Transportation for the sidewalk installation on said right-of-way shall be provided by the City of Urbana at no cost to the Owners.

**ARTICLE II. Representations and Obligations of Corporate Authorities**

**Section 1.** The Corporate Authorities agree, that upon annexation, said Tract shall be automatically converted from County I-1 (Light Industry) to City IN (Industrial) zoning classification, unless prior to actual annexation of said Tract, the City has amended its Zoning Ordinance to create an Industrial Zoning classification that would be more appropriate for said Tract under the then existing City Zoning Ordinance with the consensus and upon approval of the property Owner.

**Section 2.** If construction of buildings takes place prior to annexation, the Corporate Authorities agree to review a courtesy copy of all building and construction plans. The Corporate Authorities agree that all building and construction plans shall contain a seal of a professional architect or engineer registered in the State of Illinois. The City of Urbana agrees to provide an inclusive list of comments on said plans and identify any apparent or potential deficiencies it notes.

**Section 3.** The Corporate Authorities agree that all building construction shall conform to the State of Illinois' laws regarding plumbing, electrical service, and fire safety.

**Section 4.** The Corporate Authorities agree to expeditiously approve preliminary and final plats of said Tract which the Owner submits and provided said plats are in substantial conformance with Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code" except as otherwise agreed to herein and that storm water management facilities shall be designed in accordance with the design criteria outlined in section 21-42.B.5 of said Code, dated November 21, 1988.

**Section 5.** The Corporate Authorities find that the waivers and deferrals of the Subdivision and Land Development Code agreed to herein are supported by the following findings:

- a. Due to existing conditions, there are site specific difficulties in complying with these regulations; and
- b. The granting of the following waivers will not cause significant adverse effects on the public health, safety and welfare; and
- c. Sufficient evidence is shown to both the Plan Commission and City Council that the waivers will benefit the public health, safety and welfare and the alternatives described herein better serve the public's interest; and



d. The proposed waivers support and foster implementation of the goals, objective and policies represented in the Urbana Official Comprehensive Plan, as amended; and

e. The proposed waivers are the minimum deviation from the requirements that will alleviate the difficulties; and

f. The plight of the applicant is due to peculiar circumstances not of the applicant's own making; and

**Section 6.** The Corporate Authorities agree to grant the following waivers upon the development and/or subdivision of said Tract as represented in Exhibit C:

a. Waiver of Sec. 21-38 requiring the construction of adjoining substandard street improvements for Illinois Route 130 and Pfeffer Road except that the developer agrees to regrade the drainage ditch along the east side of Pfeffer Road as described above.

b. Waiver of Sec. 21-37 requiring the construction of sidewalks along Pfeffer Road adjoining said Tract.

c. Waiver of Sec. 21-37 limiting the maximum block length along said Tract to 1200 feet.

d. Waiver of Sec. 21-37 restricting direct access of lots to arterial streets for said Tract.

**Section 7.** The Corporate Authorities agree to grant deferrals of the following requirements upon the development and/or subdivision of said Tract as represented in Exhibit C:

a. A deferral of Sec. 21-25 requiring the submittal of engineering plans and specifications until a zoning use permit is requested by the Owner for development of said Tract.

b. A deferral of Sec. 21-29 requiring a construction surety bond until a zoning use permit from Champaign County is requested by the Owner for the development of Tract. Said bond shall include the cost of construction of any required public improvements, storm water detention basins and the landscape berm along the west side of Tract except that as the bond applies to the storm water retention/detention basins, the bond shall include the costs of the excavation above the permanent pool level of the detention/retention basins, only. In accordance with the Subdivision and Land Development Code, said bond shall be posted for a minimum of ten

thousand dollars (\$10,000) or the full amount of the estimated cost of construction of improvements whichever is greater. Said bond shall be posted prior to the commencement of construction on said Tract.

c. Upon the subdivision and/or development of said Corporate Authorities agree to grant a deferral of sidewalk construction along Illinois Route 130 until such time as sidewalks on adjoining properties to the north and south of said Tract are approved for construction and after resolution by the Urbana City Council requesting construction of this sidewalk. The City Engineer shall notify the owner when adjoining sidewalks are approved for construction. Sidewalks shall be installed within ninety (90) days of the Urbana City Council's request or subject to an alternative time-frame agreed to by the City Council. The sidewalk shall be located on existing Illinois Route 130 right-of-way and arrangements for and approval of the Illinois Department of Transportation for the sidewalk installation on said right-of-way shall be provided by the City of Urbana at no cost to the Owners.

d. A deferral of Sec. 21-42 requiring the submittal of a Storm Water Management Plan until such time as the owner requests a zoning use permit for the development of said Tract or the resubdivision of a part thereof.

**Section 8.** The Corporate Authorities agree that the validity of preliminary plats of said Tract shall be automatically extended unless the Secretary of the Urbana Plan Commission determines that significant amendments are proposed requiring Plan Commission review and City Council approval.

### ARTICLE III. General Provisions

**Section 1.** The Corporate Authorities agree to expeditiously annex said Tract for which Owner submits a proper petition and 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 Tract to the City.

**Section 2.** The Corporate Authorities agree to provide complimentary police and fire protection for said Tracts prior to annexation.

**Section 3.** The Corporate Authorities and the Owner acknowledge that a "Retention Pond Agreement" has been executed between the Owner and Birkey's Farm Store, Inc. regarding the sharing of retention pond facilities and costs. In any case, the parties to this agreement acknowledge that storm water management plans for said Tract must comply with the laws of the City of

Urbana, or as stated herein, and the State of Illinois governing storm water detention, and significant amendments to said agreement must be approved by the Corporate Authorities.

**Section 4.** Upon annexation of said Tract, the City shall make annual payments to the Owner in the amount of one hundred sixty-one dollars (\$161.00). Said payments shall be made for a period of five (5) years from the date of annexation. The annual reimbursement amounts shall be paid to the Owner on or before October 1 of each respective year the real estate tax is paid in full. The annual reimbursement amounts reflects the estimated increase in real estate taxes for said Tract as a result of annexation and is based on the assessed value and tax rates in existence at the time this agreement is executed by the Owner.

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 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.
- b. Annexation of said Tract will have a significantly positive impact on the tax base of the City of Urbana.
- c. But for the reimbursement of property taxes, annexation of said Tract would not otherwise occur in a timely manner.

**Section 5.** The Corporate authorities and Owner acknowledge that Birkey Farm Stores, Inc. have contracted to purchase Lot 1 of the plat of said Tract to be known as East Urbana Industrial Center Number 1; Mr. Paul Tatman and Mr. Ivan Richardson have contracted to purchase Lot 2 of said plat and the Urbana & Champaign Sanitary District have contracted to purchase Outlot 3 of said plat of the Tract and thereby these parties have legal interests in said Tract. It is further acknowledged that these or other subsequent owners of shall assume all the responsibilities of the "Owner" per this agreement and that the responsibilities of the Marie Mast Estate will totally end and expire upon the sale of Lots 1, 2 and Outlot 3.

**Section 6.** 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 Revised 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.

**Section 7.** 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.

**Section 8.** 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 9.** 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 to be signed 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

\_\_\_\_\_  
Date

ATTEST:

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

OWNER:

The Marie Mast Estate

By: W. Winkelman  
Its: Executor of the Will

5-1-91  
Date



ATTEST:

Melinda Sue Bartholomew  
Notary Public

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|

Exhibit A

The Northeast Quarter of the Northeast Quarter of Section 15, in Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

EXCEPT

The right-of-way for highway purposes obtained by the Department of Transportation of the State of Illinois in proceedings commenced in the Circuit Court of Champaign County, Illinois in Case 86-L-74, Records 1438, page 605.

AND ALSO Except

The railroad right-of-way as shown on the Plat of the Peoria and Eastern Railway, filed May 25, 1902 in Plat Book "B" at page 88, in the Recorder's Office of Champaign County, Illinois.

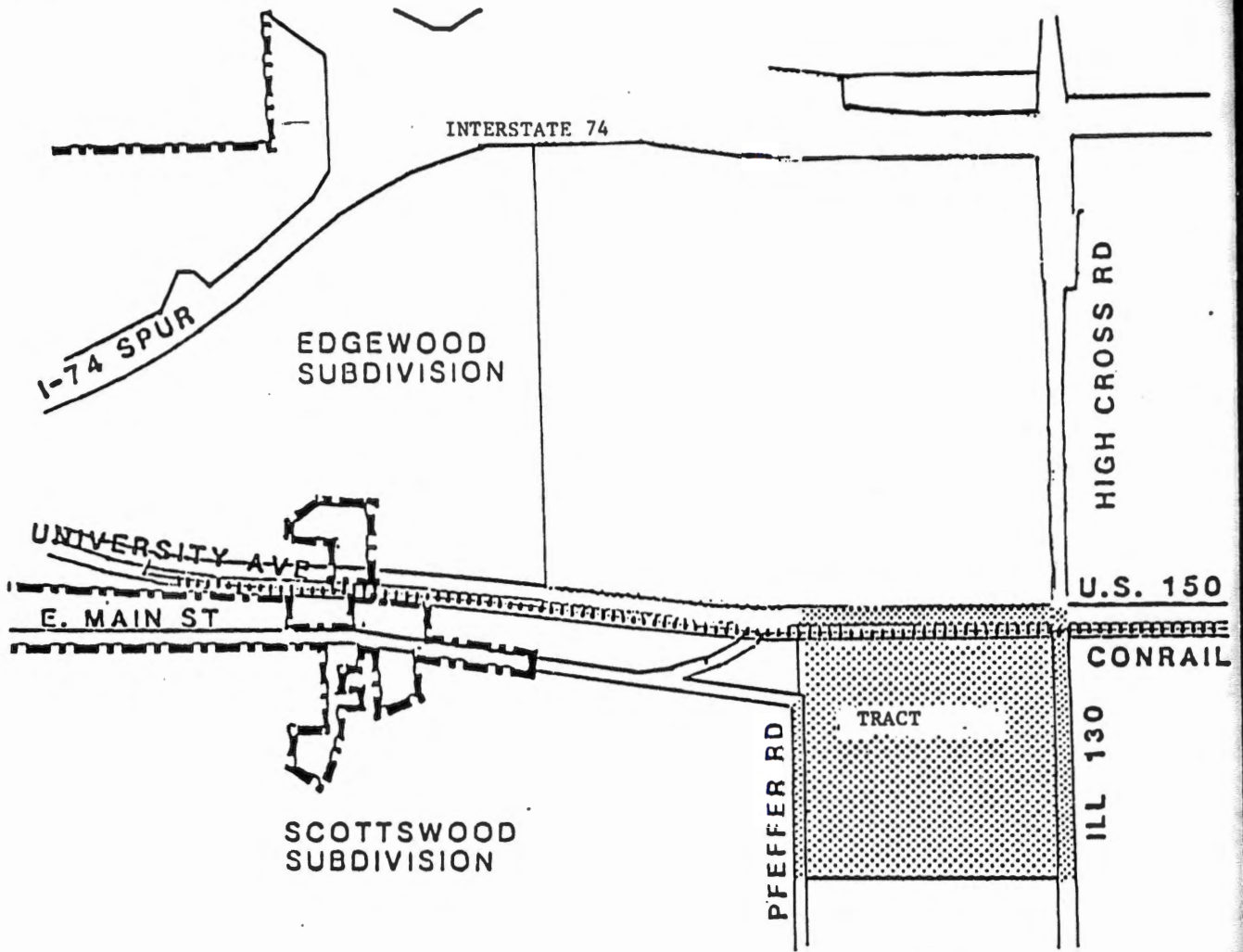
Said NET TRACT ALSO

subject also to the rights of the public in that portion of the premises currently used as a township highway.

A description of the perimeter of the above described Net Tract as follows:

Commencing at a brass tablet survey monument found in a pavement vault at the Northeast corner the Northeast Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence South 00 Degrees (°) 30 minutes (') 48 seconds (") East as referenced from an Illinois Department of Transportation Right-of-Way Survey for Federal Aid Route 808 (Illinois Route 130) dated August 20, 1985 along the East line of the Northeast Quarter of said Section 15, a distance of 76.59 feet to a point on the Southerly right-of-way line of Conrail (Peoria and Eastern Railway Company); thence South 89°45'08" West along the Southerly right-of-way of said Conrail (Peoria and Eastern Railway Company) a distance of 135.39 feet to an iron pipe survey monument found on the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130) for the point-of-beginning; thence South 01°11'26" East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130), a distance of 33.00 feet to an iron pipe survey monument set; thence South 02° 08'20" East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130), a distance of 528.74 feet to an iron pipe survey monument set; thence South 00°30'48"

East along the Westerly right-of-way line of said Federal Aid Route 808 (Illinois Route 130), a distance of 698.14 feet to an iron pipe survey monument set on the South line of the Northeast Quarter of the Northeast Quarter of said Section 15; thence South 88°33'48" West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 15, a distance of 1203.37 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 15, said corner being 0.17 feet East of an iron pipe survey monument witness corner found; thence North 00° 34'51" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 15, said line being the centerline of Pfeffer Road a distance of 1284.56 feet to an iron pipe survey monument set on the Southerly right-of-way line of said Conrail (Peoria and Eastern Railway Company); thence North 89°45'08" East along the Southerly right-of-way line of said Conrail (Peoria and Eastern Railway Company), a distance of 1,189.35 feet to the point-of-beginning all as shown on the accompanying Plat of Survey, said Net Tract containing 35.06 acres, more or less, all situated in Champaign County, Illinois.



**EXHIBIT B : PRELIMINARY ANNEXATION PLAT**

**Mast Farm**

Permanent Parcel Number 30-21-15-226-001

Area proposed to be annexed = 

Existing Corporate Limits = 

Scale: One Inch = 800 Feet



\*\*\*\*\* Prepared by the City of Urbana Department of Community Development Services \* August 15, 1990 \* RAS \*\*\*\*\*



