

ORDINANCE NO. 9091-143

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

GKC Theatres, Inc.

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and GKC Theatres, Inc. has been submitted for the Urbana City Council consideration, a copy of which is attached, and designated as Plan Case #1425-A-91; and

WHEREAS, said agreement governs tracts totalling approximately 33.88 acres generally located on U.S. Route 45 and Airport Road; and said tracts are described as follows:

Tract 1: The north ten (10) acres of that part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian that lies East of U.S. Route 45 in Champaign County, Illinois.

Tract II: Beginning at the Southeast corner of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, thence North on the east line of said Section 964.6 feet, thence west 1324.5 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 33, thence South on the Quarter Quarter line 964.8 feet to the South line of said Section, thence 1327.02 feet east to the place of beginning, excepting there from the West 72 feet of the south 605 feet and except the East 503 feet of the South 383 feet, situated in Champaign County, Illinois.

having permanent parcel numbers 25-15-33-452-001 and 25-15-33-476-009.

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 6, 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 GKC Theatres, Inc., 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.

Section 3. That this approval is conditioned upon the property owner's executing said agreement.

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 17th day of June, 1991.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 21st day of June, 1991.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

**ANNEXATION AGREEMENT
(GKC Theatres, Inc.)**

THIS AGREEMENT, made and entered into this 17 day of June, 1991, by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and GKC Theatres, Inc., (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 MAY 6, 1991; and

WHEREAS, GKC Theatres, Inc., is the owner of record of certain real estate having tax parcel numbers 25-15-33-452-001 and 25-15-33-476-009, the legal description which is set forth below:

Tract 1: The north ten (10) acres of that part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian that lies East of U.S. Route 45 in Champaign County, Illinois.

Tract II: Beginning at the Southeast corner of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, thence North on the east line of said Section 964.6 feet, thence west 1324.5 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 33, thence South on the Quarter Quarter line 964.8 feet to the South line of said Section, thence 1327.02 feet east to the place of beginning, excepting there from the West 72 feet of the south 605 feet and except the East 503 feet of the South 383 feet, situated in Champaign County, Illinois.

and hereinafter referred to as "Tract I" and "Tract II" or "Tracts"; and

WHEREAS, the map attached and labeled Exhibit A, is a true and accurate representation of said tracts to be annexed to the City of Urbana; and

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

WHEREAS, Tract I and Tract II are zoned AG-2 Agriculture in Champaign County and pursuant to Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance") said Tract II would automatically be zoned AG Agriculture in the City of Urbana upon annexation;

WHEREAS, the Corporate Authorities find annexing both Tract I and Tract II as City IN (Industrial) reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended; 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 the Owners

Section 1. The Owner agrees to file a proper annexation petition for Tracts I and II within thirty (30) days of said Tracts becoming contiguous to the City limits of Urbana.

Section 2. The Owner acknowledges that upon annexation, Tract I shall be automatically converted from County AG-2 (Agriculture) 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. Owner agrees to accept rezoning of Tract I to such new Industrial Zoning if such is appropriate under the circumstances. The Owner further agrees that the following uses will not be allowed in the airport "clear zone" as defined by Champaign County Zoning: truck terminal; farm chemical and fertilizer sales, including incidental storage and mixing of blended fertilizer; gasoline service station; fuel oil, coal (sales or storage). These uses shall be prohibited in the clear zone under either County I-1 Light Industry Zoning or City IN Zoning. Said clear zone restrictions shall apply as long as the airport functions as an airport or for a period of five (5) years after its discontinued use as an airport to allow for its possible re-use as an aviation facility.

Section 3. The Owners agrees that Tract II will be zoned IN (Industrial) zoning classification upon said Tract's annexation.

Owner further acknowledges that the following uses will not be allowed on Tract II: electrical substation; telephone exchange; truck terminal; truck wash; railroad yards; railroad freight terminals; farm chemicals and fertilizer sales including incidental storage and mixing of blended fertilizer; fuel oil, ice, coal, wood (sales only); construction yard; heliport; slaughterhouses; convenience shopping center/commercial PUD; general shopping center/commercial PUD; public or commercial sanitary landfill; sewage treatment plat or lagoon; livestock sales facility and stockyards; grain storage elevator and bins; salvage yard (junkyard); commercial breeding facility. Owner also acknowledges that prior to actual annexation occurring, the City may amend its Zoning Ordinance to create a new similar Industrial Zoning classification. Owner agrees to accept rezoning of Tract II to such new Industrial Zoning if such is appropriate under the circumstances.

Section 4. The Owner agrees to cause said Tracts and any property said Tracts are a portion of to be subdivided and platted in accordance with Chapter 21 of the Urbana City Code of Ordinances, as it may be amended.

Section 5. The owner agrees not to request a zoning use permit from Champaign County for development on Tracts I and II. All building construction and development shall take place only after annexation and subject to the City of Urbana's codes and ordinances or as otherwise specified herein.

Section 6. Owner agrees that prior to any construction on Tracts I and Tracts II, and prior to the approval of a building permit by the City of Urbana a storm water management plan will be designed and submitted to the City of Urbana's Administrative Review Committee for approval. Said storm water management plan will be designed in accordance with the standards and design criteria of Section 21-42 of the Chapter 21 of the City of Urbana's Codes Ordinances entitled Subdivision and Land Development Code. The improvements, private or public, required by the storm water management plan shall be constructed prior to or simultaneously with the construction of buildings on Tracts I or II. No certificate of occupancy for any building or use on Tract I or II shall be issued until the respective drainage improvements are approved by the City Engineer.

Section 7. Owner agrees to screen the industrial uses on Tract II from adjoining properties to the east and south. Said screening shall be designed so that it is not located within any existing or future public right-of-way and shall function as an effective visual screen. The design of said screen shall be approved by the City of Urbana Zoning Administrator prior to the application of a County Zoning Use Permit or the approval of a City of Urbana building permit. Said screening shall be constructed simultaneously with the construction of buildings on Tract II. No

certificate of occupancy shall be issued until the required screening is constructed and approved by the City of Urbana Zoning Administrator.

Section 8. The Owner agrees that the drive-in screen located on Tract I will be demolished and/or removed from the site within seven (7) years of the date of annexation of Tract I.

ARTICLE II. Representations and Obligations of Corporate Authorities.

Section 1. The Corporate Authorities agree to expeditiously annex said Tracts 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.

Section 2. The Corporate Authorities acknowledge that upon annexation, Tract I shall be automatically converted from County AG-2 (Agriculture) 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 Tract I under the then existing City consensus. The Corporate Authorities further agree that the following uses will not be allowed in the airport "clear zone" as defined by Champaign County Zoning: truck terminal; farm chemical and fertilizer sales, including incidental storage and mixing of blended fertilizer; gasoline service station; fuel oil, coal (sales or storage). These uses shall be prohibited in the clear zone under either County I-1 Light Industry Zoning or City IN Zoning.

Section 3. The Corporate Authorities agree that said Tract II will be zoned 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 Tract II under the then existing City consensus. Owner further acknowledges that the following uses will not be allowed on Tract II: electrical substation; telephone exchange; truck terminal; truck wash; railroad yards; railroad freight terminals; farm chemicals and fertilizer sales including incidental storage and mixing of blended fertilizer; fuel oil, ice, coal, wood (sales only); construction yard; heliport; slaughterhouses; convenience shopping center/commercial PUD; general shopping center/commercial PUD; public or commercial sanitary landfill; sewage treatment plat or lagoon; livestock sales facility and stockyards; grain storage elevator and bins; salvage yard (junkyard); commercial breeding facility.

Section 4. The Corporate Authorities agree to expeditiously approve final plats of said Tracts which the Owner submits and

provided said plats are in substantial conformance with Chapter 21 of the Urbana Code of Ordinances entitled "Land Development Code."

Section 5. The Corporate Authorities agree to provide complimentary police and fire protection for said Tracts prior to annexation and secondary to the fire and police jurisdictions now governing said Tracts.

Section 6. Upon annexation of said Tracts, the City shall make annual payments to the Owner in the amount of one thousand two hundred sixty-five dollars (\$1,265.00) for a period of five (5) years from the date of annexation. The annual reimbursement amount 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 amount reflects the estimated increase in real estate taxes for said Tracts 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 Tracts 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 Tracts 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.

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 Revised Statutes, and to the extent permitted thereby, it is agreed that, in the event the annexation of said Tracts 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 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.

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 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
Jeffrey T. Markland, Mayor
August 1, 1991
Date

ATTEST:

Ruth S. Brookens
CITY CLERK



OWNER:

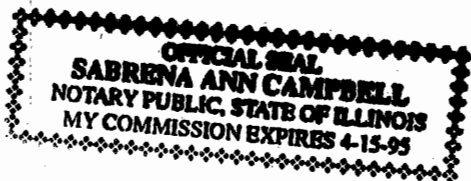
GKC Theatres, Inc.

By: George B. Keransky
Its: PRESIDENT

JULY 15, 1991
Date

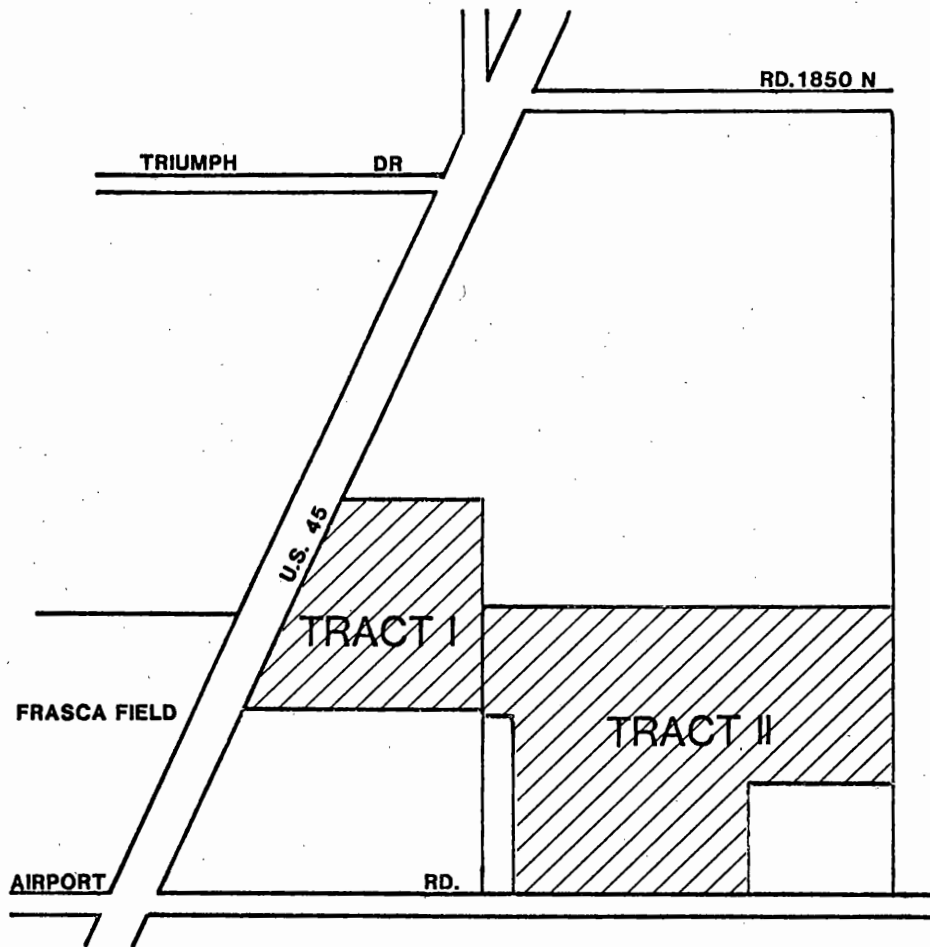
ATTEST:

Sabrina Ann Campbell
Notary Public



GENERAL LOCATION MAP

Exhibit A



LEGAL DESCRIPTION:

Tract 1:

The north ten (10) acres of that part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian that lies East of U.S. Route 45 in Champaign County, Illinois.

Tract II:

Beginning at the Southeast corner of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, thence North on the east line of said Section 964.6 feet, thence west 1324.5 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 33, thence South on the Quarter Quarter line 964.8 feet to the South line of said Section, thence 1327.02 feet east to the place of beginning, excepting there from the West 72 feet of the south 605 feet and except the East 503 feet of the south 383 feet, situated in Champaign County, Illinois.

CITY OF URBANA
COMMUNITY DEVELOPMENT SERVICES
Planning Division

Title: *GKC Theatres, Inc.*
Annexation Agreement

Plan case no.: *1425-A-91*

Date: *2/91*

