

ORDINANCE NO. 9192-20

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

Beringer Commons

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and the East Urbana Development Corporation has been submitted for the Urbana City Council consideration, a copy of which is attached, and designated as Plan Case #1449-A-91; and

WHEREAS, said agreement governs a tract totalling approximately 140 acres generally located at the intersection of U.S. Route 150/Illinois Route 130 and High Cross Road; and said tract is described as follows:

PART OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M.; THENCE S. 00°56'34" E., 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 SAID SE 1/4 OF SECTION 10, 1,195.53 FEET TO AN IRON PIPE MONUMENT ON THE SOUTH LINE OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID INTERSTATE ROUTE 05; THENCE CONTINUING S. 00°56'34" E., ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 10, 187.34 FEET TO AN IRON PIPE MONUMENT ON THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130); THENCE S. 89°03'13" W., ALONG THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130), 40.14 FEET TO AN IRON PIPE MONUMENT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGH CROSS ROAD (TOWNSHIP ROAD 1600E); THENCE S. 00°18'26" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 446.73 FEET TO AN IRON PIPE MONUMENT; THENCE S. 06°50'41" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 93.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 06°50'41" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 411.02 FEET TO AN IRON PIPE MONUMENT; THENCE S. 01°18'01" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.88 FEET TO AN IRON PIPE MONUMENT; THENCE S. 48°57'05" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.73 FEET TO AN IRON PIPE MONUMENT AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 808 (U.S.

ROUTE 150 - SBI ROUTE 10); THENCE S. 89°39'50" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 150.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 83°57'12" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 201.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 89°05'28" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 225.62 FEET; THENCE N. 00°56'34" W., 247.26 FEET; THENCE N. 49°32'35" E., 550.87 FEET; THENCE N. 89°39'50" E., 237.48 FEET TO THE POINT OF BEGINNING, CONTAINING 6.744 ACRES, MORE OR LESS, ALL SITUATED IN URBANA TOWNSHIP, 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 East Urbana Development Corporation, 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 5th day of August, 1991.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 12th day of August, 1991.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioners, **Ping Chen and Shicai Wang**, respectfully states under oath:

1. Petitioners are the sole owners of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

Lot 128 of Beringer Commons Subdivision Number 1, Champaign County, Illinois.

Containing 0.35 acre, more or less, all situated in Champaign County, Illinois.

Commonly known as **312 N. Abbey Road** and also identified as Parcel Index Number **30-21-10-402-009**.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois

3. There are no electors residing in said Tract.

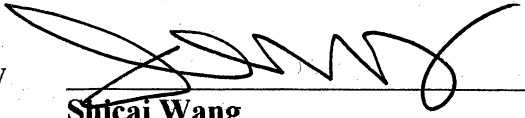
PETITIONERS RESPECTFULLY REQUEST:

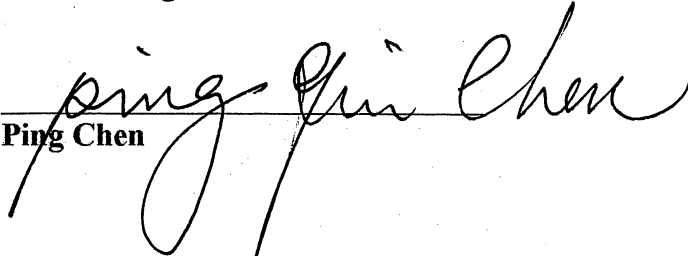
1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the Urbana City Council on August 5, 1991 as Ordinance No. 9192-20 and approved by the Mayor of the City of Urbana.

Dated this 20th day of February, 1997.

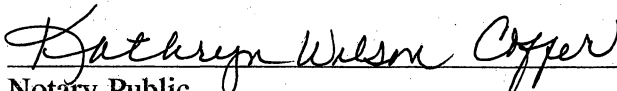
PETITIONERS:

By 
Shicai Wang

By 
Ping Chen

Subscribed and sworn to before me this

20th day of February, 1997, A.D.


Notary Public

My Commission Expires: 6/22/99



**ANNEXATION AGREEMENT
(Beringer Commons)**

THIS AGREEMENT, made and entered into this 12 day of August, 1991, by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and East Urbana Development Corporation, (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 August 5, 1991; and

WHEREAS, the East Urbana Development Corporation is the Owner of record of certain real estate having tax parcel number 30-21-10-400-001, the legal description which is set forth on the Preliminary Plat of Beringer Commons, attached here as Exhibit A and described below as four separate tracts:

TRACT I:

Known as Lots 101 through 124, Lots 301 through 307, Lots 501 through 509 of the Preliminary Plat of Beringer Commons Subdivision, attached as Exhibit A hereto.

TRACT II:

Known as Lots 125 through 137, Lots 201 through 222, Lots 308 through 329, Lots 401 through 440, Lots 510 through 529, Lots 601 through 617, Lots 701 through 729, Lots 801 through 834 and commons area of the Preliminary Plat of Beringer Commons Subdivision attached as Exhibit A hereto.

TRACT III:

Known as Lots 441, 618, 619 and 620 of the Preliminary Plat of Beringer Commons Subdivision attached as Exhibit A hereto.

Tract IV:

PART OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M.; THENCE S. 00°56'34" E., 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 SAID SE 1/4 OF SECTION 10, 1,195.53 FEET TO AN IRON PIPE MONUMENT ON THE SOUTH LINE OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID INTERSTATE ROUTE 05; THENCE CONTINUING S. 00°56'34" E., ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 10, 187.34 FEET TO AN IRON PIPE MONUMENT ON THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130); THENCE S. 89°03'13" W., ALONG THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130), 40.14 FEET TO AN IRON PIPE MONUMENT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGH CROSS ROAD (TOWNSHIP ROAD 1600E); THENCE S. 00°18'26" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 446.73 FEET TO AN IRON PIPE MONUMENT; THENCE S. 06°50'41" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 93.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 06°50'41" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 411.02 FEET TO AN IRON PIPE MONUMENT; THENCE S. 01°18'01" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.88 FEET TO AN IRON PIPE MONUMENT; THENCE S. 48°57'05" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.73 FEET TO AN IRON PIPE MONUMENT AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 808 (U.S. ROUTE 150 - SBI ROUTE 10); THENCE S. 89°39'50" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 150.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 83°57'12" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 201.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 89°05'28" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 225.62 FEET; THENCE N. 00°56'34" W., 247.26 FEET; THENCE N. 49°32'35" E., 550.87 FEET; THENCE N. 89°39'50" E., 237.48 FEET TO THE POINT OF BEGINNING, CONTAINING 6.744 ACRES, MORE OR LESS, ALL SITUATED IN URBANA TOWNSHIP, CHAMPAIGN, COUNTY, ILLINOIS.

Also, for reference known as Lots 901 and 902 of the Preliminary Plat of Beringer Commons Subdivision, attached as Exhibit A, hereto.

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

WHEREAS, said Tracts are not yet contiguous to the City of Urbana, but said Owner, in order to best utilize the property, find it desirable to annex the 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, the Owner's representative has petitioned Champaign County to rezone a portion of Tract I from R-1 Single Family Residence to R-4 Multiple Family Residence; Tract II and Tract III from R-1 Single Family Residence and AG-2 Agriculture to R-4

Multiple Family Residence; and to rezone Tract IV from R-1 Single Family Residence to B-2 Neighborhood Business as described in Champaign County Zoning Board of Appeals (CCZBA) Case No. 763-AM-91; and

WHEREAS, if the Champaign County Board approves the rezonings requested in CCZBA Case No. 763-AM-91, said Tracts would automatically be rezoned upon annexation as follows 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"):

A portion of Tract I rezoned from County R-1 Single Family Residence to City R-1 Single Family Residential and a portion rezoned from County R-4 Multiple Family Residential to City R-4 Medium Density Multiple-Family Residential;

Tract II rezoned from County R-4 Multiple Family Residence to City R-4 Medium Density Multiple-Family Residential

Tract III rezoned from County R-4 Multiple Family Residence to City R-4 Medium Density Multiple-Family Residential

Tract IV rezoned from County B-2 Neighborhood Business to City B-1 Neighborhood Business.

WHEREAS, the Corporate Authorities find annexing Tract I and Tract II as described herein as City R-2 Single Family Residential; and Tract III as City R-4 Medium Density Multiple Family Residential and Tract IV as City B-1 Neighborhood Business reflect 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 Owner desires 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 Owner

Section 1. Owner represents that it is the sole owner of record of the Tracts, and said Owner agrees to annex the Tracts to the City subject and pursuant to the provisions of this Agreement.

Section 2. Owner agrees that it will cause all of said Tracts to be annexed to the City by filing a proper annexation petition for said Tracts pursuant to Chapter 24, Section 7-1-1 et seq. of the Illinois Revised Statutes and in accordance with the provisions of this agreement. As of the date of this Agreement, the Owner acknowledges that there are no electors residing on the Tracts governed herein.

Section 3. The Owner acknowledges that upon annexation, Tract I as described herein will be automatically converted from County R-1 Single Family Residence and R-4 Multiple Family Residential to City R-2 Single Family Residential; Tract II will be automatically converted from County R-4 Multiple Family Residence to City R-2 Single Family Residential; Tract III will be automatically converted from County R-4 Multiple Family Residential to City R-4 Medium Density Multiple Family Residence; and Tract IV shall be automatically converted from County B-2 Neighborhood Business to City B-1 Neighborhood Business.

Section 4. The Owner agrees that all residential units shall be constructed in conformance with the City of Urbana Building Codes except that no City of Urbana building permit shall be required unless such units are constructed within the City limits. The Owner agrees, however, to submit courtesy copies of the single family detached and attached residential units model building plans to the City of Urbana Building Safety Division for review. The Owner further agrees to allow the City of Urbana Building Code inspectors to conduct random selective inspections of said residential units while under construction. The Owner will not, however, be required to have such inspections and the City will not charge plan review or building permit fees to the Owner. The City will notify the owners listed herein and the building contractors of any discrepancies identified between the model homes plans, random selective inspections and the City of Urbana ordinances and any deficiencies noted in the random selective inspections provided for herein.

Section 5. The Owner agrees that all commercial structures shall be constructed in conformance to the City of Urbana Building Codes. The Owner further agrees all construction plans for commercial structures shall be submitted to the City of Urbana Building Safety Division for review and approval. Said plans shall carry the seal of a professional architect or engineer registered in the State of Illinois. The City shall notify the Owner of any deficiencies in the plans which the Owner agrees to correct. The Owner further agrees to pay a building permit fee to the City of Urbana and to allow City Building Code Officials on the site for inspection of the commercial structures to confirm code compliance. Said fees, plan review, code compliance and inspections shall be conducted in accordance with the regulations, ordinances and procedures of the City of Urbana as though said commercial structures were being constructed within the Urbana City limits.

Section 6. The Owner agrees that :

a. Tracts I, II and III shall be annexed five (5) years from the date of recording with the Champaign County Recorder's Office, of each final plat of the phases illustrated on the Beringer Commons Preliminary Plat attached hereto as Exhibit A but in any case all three tracts shall be annexed whether final platted or not no later than January 1, 2005. All property within final plats will be annexed in their entirety.

b. Tract IV shall be annexed upon such tract becoming contiguous to the Urbana City limits.

c. In any case, however, the Owner further agrees to annex property a minimum of 300 feet wide or sufficient to include buildable lots and adjoining right-of-way, as identified by the City of Urbana, within thirty (30) days of the City's request to do so. The Owner further agrees that if the 300 foot strip other than that portion located on Tract IV is annexed prior to the timeframe in Article I, Section 6.a governing the annexation of properties included on final plats of the Tracts, or January 1, 2005, whichever is sooner, the Corporate Authorities shall reimburse the Owner by an annual payment equal to the difference between the incorporated and unincorporated real estate taxes on such tract until the tract was due to be annexed under Article I, Section 6.a or January 1, 2005, whichever is sooner. The real estate tax rate reimbursement shall be based upon the then current real estate tax rate of properties in the Urbana City limits and properties in Urbana Township outside of the Urbana City limits and shall be calculated upon the equalized assessed valuation of the property at the time of its annexation.

c. The Owner further agrees that this section governing annexation shall be included in any sales contracts for residential or commercial lots within the real estate covered by this Agreement and will constitute an obligation of subsequent owners to sign a petition for annexation and/or all needful documents to accomplish annexation. This provision governing annexation and future obligation will be included in the covenants in the final plat governing said Tracts and will constitute a covenant running with the land. The Owner agrees that nothing in this section shall preclude the voluntary annexation of property by subsequent property owners earlier than would otherwise be required.

Section 7. The Owner agrees to properly subdivide all Tracts in conformance with Chapter 21 of the Urbana Code of Ordinances

entitled "Subdivision and Land Development Code" (hereinafter referred to as the "Subdivision Code"), except as otherwise provided herein. Said subdivision shall be in substantial conformance to the Beringer Commons Preliminary Plat attached hereto as Exhibit A.

Section 8. The Owner will take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tracts, would be a breach of this agreement duly executed by the Owner and the City.

Section 9. Owner agrees that upon the approval of the final plat of the first Phase of said Tracts, it will establish a Beringer Commons Home Owners Association for the purposes, among others, of maintaining common areas, storm water retention facilities, boulevard islands and bike or pedestrian trails. Owner agrees that all phases of said Beringer Commons Subdivision shall include membership in the Home Owners Association as a requirement of lot ownership. Maintenance incidental to storm water detention facilities, common areas and bike or pedestrian trails shall be the sole responsibility of the Owner, and will be provided for through an assessment procedure set forth in the Owner's Certificate recorded in connection with the platting of any Tracts or portions thereof. Owner agrees that before the ownership of, or any maintenance responsibility for, such retention basins is transferred to a Home Owners association or other entity or person, the retention basins shall be inspected and certified by the Owner's engineer, and such certification shall state that the detention basin is functioning to the same standards of capacity and release rate as originally designed and as approved by the City Engineer, and a copy of such certification shall be given to the City Engineer prior to any such transfer. When the original Owner conveys the Tracts or a part of the Tracts to another person or entity, the obligations of the original Owner, under this subsection shall cease as to the part of the Tract conveyed, however, all other owners are and will be obligated to the City to undertake those obligations.

Section 10. Owner agrees that all common areas, landscape easements along Interstate 74, bike and pedestrian paths located on other than public street frontage and within the right-of-way shall be maintained by the Beringer Commons Home Owners Association.

Section 11. Owner agrees that the Home Owners Association will maintain all plant materials and turf in all islands and medians located within the public right-of-way on said Tracts, and that such areas will be maintained, including mowing, to the same degree of quality as the lawns and trees on private property on the Tracts.

Section 12. The Owner further agrees that it will assume all maintenance responsibility outlined in Article I, Sections 9, 10

and 11 until the Home Owners Association is established and assumes these responsibilities. In addition, the Owner further agrees that these maintenance responsibilities will be stated in the covenants governing said Tracts.

Section 13. Owner agrees that the residential density of any development on Lots 441, 618, 619 and 620 as illustrated on Exhibit A, regardless of densities allowed by zoning ordinance regulation, shall not exceed 10 dwelling units per net acre of said lots.

Section 14. The Owner agrees that Lots 101 through 137; Lots 201 through 222; Lots 301 through 329; Lots 401 through 440; Lots 501 through 529; Lots 601 through 617; Lots 701 through 729; Lots 801 through 834 shall be restricted to single family detached housing only. The Owner further agrees that any change in use as described herein shall constitute an amendment to this Agreement and require a public hearing before the Urbana Plan Commission, notification of adjoining property owners within 250 feet of Tracts I, II, III, and IV and approval of the Urbana City Council.

Section 15. The Owner agrees that the total square footage of the commercial structure to be located on Lot 901 of Exhibit A shall not exceed approximately 50,000 square feet of leasable space. Development of Lot 902 on Exhibit A shall be governed by the development regulations of the zoning district imposed upon Lot 902 upon which time said lots will be considered in conformance with the City of Urbana Zoning Ordinance and Subdivision Code..

Section 16. The Owner acknowledges that attached single family housing constructed as zero lot line homes shall be accepted by the City as legally nonconforming lots until such time as the City amends the Urbana Zoning Ordinance and Subdivision Code to allow the creation of zero lot line lots upon platting.

Section 17. The Owner agrees, at a minimum, to landscape the parking lot of the commercial center on Tract IV in conformance with the City of Urbana Zoning Ordinance.

Section 18. The Owner agrees to construct design intersection improvements recommended by the City's Engineering Department for streets within the development intersecting Route 150 and High Cross Road.

Section 19. The Owner agrees that storm water detention will be designed in compliance with the design criteria outlined in the City of Urbana's Subdivision and Land Development code, dated November, 1988.

ARTICLE II. Representations and Obligations of Corporate Authorities

Section 1. The Corporate Authorities agree, that upon annexation, Tracts I, II, III, and IV shall be classified with the following zoning:

Tract I as described herein will be automatically converted from County R-1 Single Family Residence and R-4 Multiple Family Residential to City R-2 Single Family Residential;

Tract II will be automatically converted from County R-4 Multiple Family Residence to City R-2 Single Family Residential;

Tract III will be automatically converted from County R-4 Multiple Family Residential to City R-4 Medium Density Multiple Family Residence; and

Tract IV shall be automatically converted from County B-2 Neighborhood Business to City B-1 Neighborhood Business.

Section 2. 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 and in conformance with Article II, Section 3 of this Agreement.

Section 3. The Corporate Authorities agree and acknowledge the responsibility of the Corporate Authorities set forth in Article I, Section 6 of this Agreement to reimburse the Owner for real estate taxes if property is annexed as set forth therein.

Section 4. The Corporate Authorities agree that all residential units shall be constructed in conformance with the City of Urbana Building Codes except that no City of Urbana building permit shall be required unless units are constructed within the City limits. The Corporate Authorities acknowledge that the Owner will submit courtesy copies of the single family detached and attached residential units model building plans to the City of Urbana Building Safety Division for review. The Corporate Authorities further acknowledge that the Owner agrees to allow the City of Urbana Building Code inspectors to conduct selective inspections of said residential units under construction. The Corporate Authorities agree, however, that the Owner will not be required to have such inspections and the City will not charge plan review or building permit fees to the Owner. The City will notify the owners listed herein and the building contractors of any discrepancies identified between the model homes plans, spot inspections and the City of Urbana ordinances.

Section 5. The Corporate Authorities agree that storm water detention will be designed in compliance with the design criteria

outlined in the City of Urbana's Subdivision and Land Development code, dated November, 1988.

Section 6. The Corporate Authorities find that the waivers and deferrals of the Subdivision and Land Development Code agreed to in Article II, Section 7 herein are supported by the following findings:

- a. Due to existing conditions, there are site specific difficulties in complying with these regulations, such as the unique structure of the High Cross Road overpass; 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, since the City's does not have the ability to participate in adjoining street construction along High Cross Road at this point in time; 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.

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

- a. Waiver of Sec. 21-38 requiring the construction of adjoining substandard street improvements for Illinois Route 150 and High Cross Road.
- b. Waiver of Section 21-38 requiring the extension of McGee Road.
- c. Waiver of Section 21-37 to the extent that this section requires the construction of sidewalks north of Beringer Circle along High Cross Road.

Section 8. The Corporate Authorities agree to provide the Owner with intersection designs for those streets within the development which intersect with Route 150 and High Cross Road.

Section 9. The Corporate Authorities agree to expeditiously approve any final plat of said development which conforms to the requirements of the City's Subdivision Ordinance or the terms and conditions agreed to herein.

Section 10. The Corporate Authorities agree to require construction bonding for the work above the permanent pool of the detention basins, only. All other construction bonding shall apply as outlined in the Subdivision Code.

Section 11. The Corporate Authorities agree to grant an extended approval of the preliminary plat of said development. The preliminary plat of said development shall be valid for a period of ten (10) years from the date of its approval. The Administrative Review Committee may approve minor amendments to said preliminary plat that otherwise substantially conform to the design and intent of the original preliminary plat.

Section 12. The Corporate Authorities agree to create a Class A liquor license for use in the Neighborhood Commercial development illustrated on Lot 901 of the attached preliminary plat.

Section 13. The Corporate Authorities agree to provide complimentary fire and police protection secondary to those jurisdictions which currently serve the development in the unincorporated area for the term of this agreement.

ARTICLE III. General Provisions

Section 1. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, including future owners of any or all of said Tracts 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.

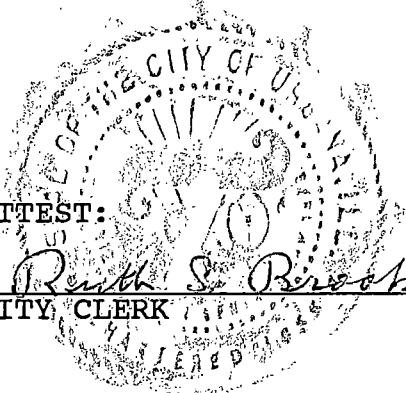
Section 3. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid

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.

ATTEST:



Ruth S. Berobens
CITY CLERK

CORPORATE AUTHORITIES
CITY OF URBANA
Jeffrey T. Markland
Jeffrey T. Markland, Mayor
8-12-91
Date

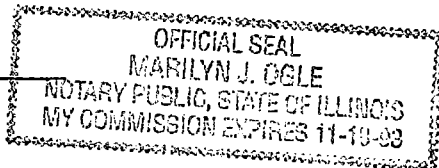
OWNER:

East Urbana Development Corporation

By: Ivan Richardson 7/18/91
Ivan Richardson, President Date

ATTEST:
Donald Flessner 7-18-91
Donald Flessner, Secretary Date

ATTEST:
Marilyn J. Oggle
Notary Public



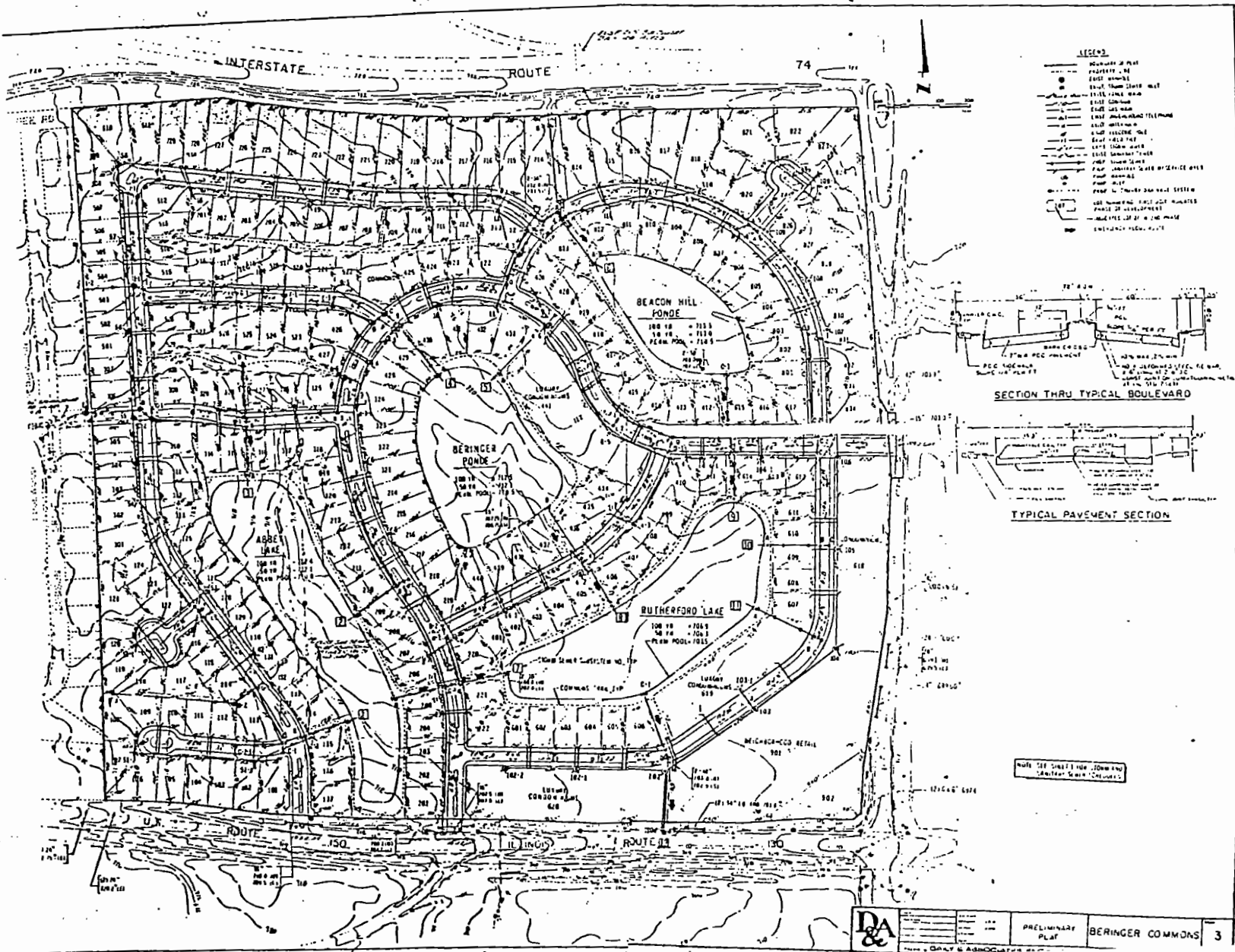
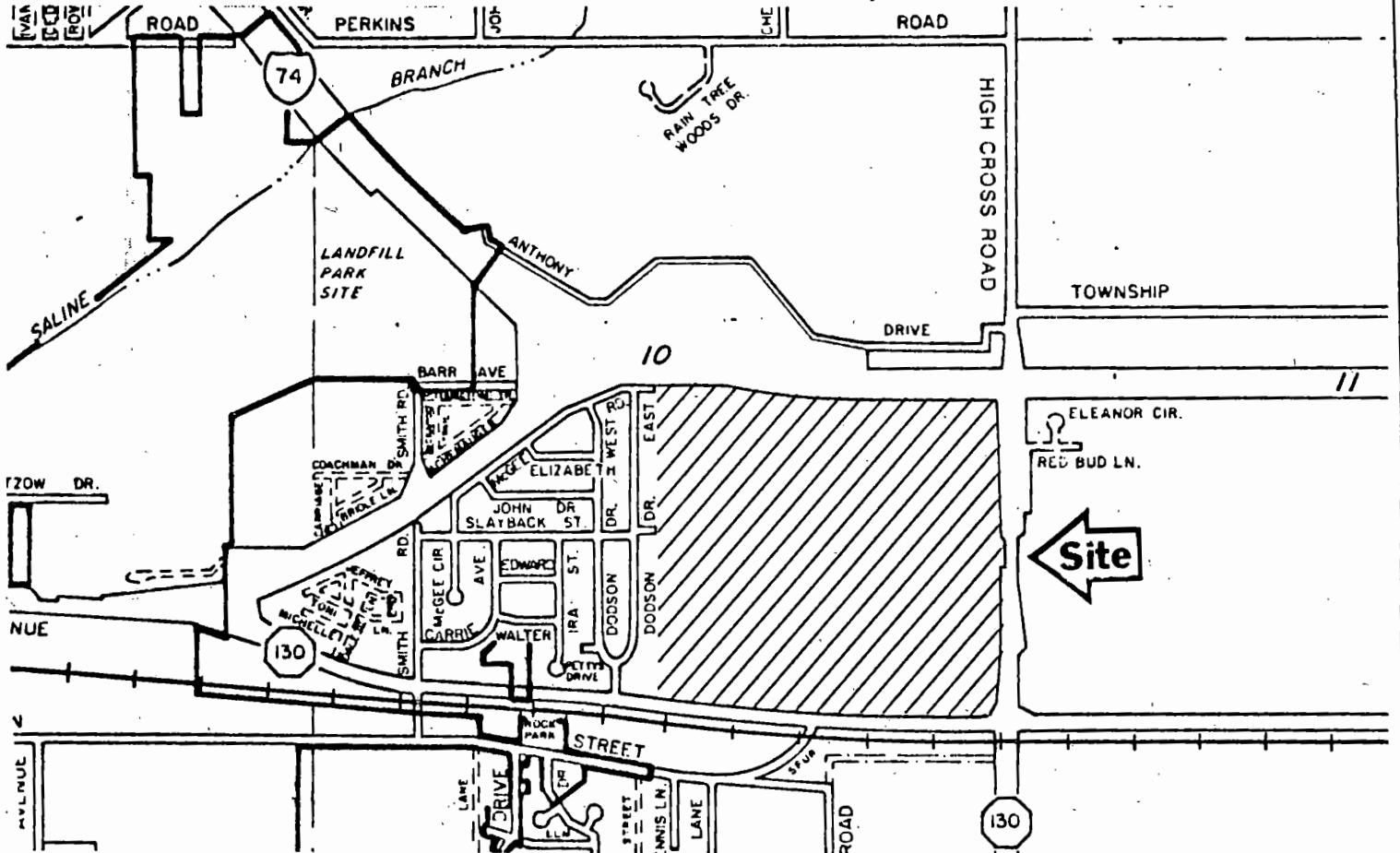


Exhibit A

GENERAL LOCATION MAP



LEGEND:

-  SITE
-  CORPORATE LIMITS

LEGAL DESCRIPTION:

PART OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 10, T. 19 N., R. 9 E. OF THE 3RD P.M.; THENCE S. 00°56'34" E., 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 SAID SE 1/4 OF SECTION 10, 1,145.53 FEET TO AN IRON PIPE MONUMENT ON THE SOUTH LINE OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID INTERSTATE ROUTE 05, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING S. 00°56'34" E., ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 10, 187.34 FEET TO AN IRON PIPE MONUMENT ON THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130); THENCE S. 89°03'13" W., ALONG THE NORTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ACQUISITION FOR FEDERAL AID ROUTE 808 (ILLINOIS ROUTE 130), 40.14 FEET TO AN IRON PIPE MONUMENT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGH CROSS ROAD (TOWNSHIP ROAD 1600E); THENCE S. 00°10'26" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 446.73 FEET TO AN IRON PIPE MONUMENT; THENCE S. 06°50'41" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 504.20 FEET TO AN IRON PIPE MONUMENT; THENCE S. 01°18'01" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.88 FEET TO AN IRON PIPE MONUMENT; THENCE S. 40°57'05" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.73 FEET TO AN IRON PIPE MONUMENT AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE MONTHLY RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 808 (U.S. ROUTE 130 - 501 ROUTE 10); THENCE S. 89°39'50" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 150.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 83°57'12" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 201.00 FEET TO AN IRON PIPE MONUMENT; THENCE S. 89°05'78" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 500.02 FEET TO AN IRON PIPE MONUMENT; THENCE

N. 07°28'25" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 300.37 FEET TO AN IRON PIPE MONUMENT; THENCE N. 88°51'34" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 394.46 FEET TO AN IRON PIPE MONUMENT; THENCE N. 86°56'54" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 395.70 FEET TO AN IRON PIPE MONUMENT; THENCE N. 82°41'24" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 300.00 FEET TO AN IRON PIPE MONUMENT; THENCE N. 86°32'42" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 267.73 FEET TO AN IRON PIPE MONUMENT AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE WEST LINE OF THE SE 1/4 OF SAID SECTION 10; THENCE N. 00°59'01" W., ALONG SAID WEST LINE, 2,344.55 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FEDERAL AID INTERSTATE ROUTE 05 (INTERSTATE ROUTE 74); THENCE N. 08°56'51" E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 500.41 FEET TO AN IRON PIPE MONUMENT AT A POINT ON CURVE; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A CURVE TO THE LEFT, CONVEX TO THE SOUTH, WITH A RADIUS OF 5,185.51 FEET AND AN INITIAL TANGENT BEARING S. 78°29'06" E., A DISTANCE OF 1,094.93 FEET TO AN IRON PIPE MONUMENT AT A POINT OF TANGENCY; THENCE N. 89°21'42" E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 95.26 FEET TO A CHISELED "X" SURVEY MONUMENT SET ON TOP OF AN EXISTING CONCRETE RIGHT-OF-WAY MARKER; THENCE N. 00°38'18" W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.00 FEET TO AN IRON PIPE MONUMENT; THENCE N. 89°21'42" E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 871.86 FEET TO AN IRON PIPE MONUMENT AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID HIGH CROSS ROAD (TOWNSHIP ROAD 1600E); THENCE S. 03°34'13" E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 981.61 FEET TO AN IRON PIPE MONUMENT; THENCE S. 27°30'28" E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 55.90 FEET TO AN IRON PIPE MONUMENT; THENCE N. 89°03'26" E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 139.826 ACRES, MORE OR LESS, ALL SITUATED IN URBANA TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

CITY OF URBANA
COMMUNITY DEVELOPMENT SERVICES
Planning Division
Exhibit B

Title: *Berringer Commons Annex Agreement*
Plan case no.: *1449-A-91*
Date: *7/91*



V6

2002R13444

Recording Cover Sheet

RECORDED ON
04-23-2002 3:45:49

Ordinance No. 9192-20

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION
AGREEMENT Beringer Commons

REC. FEE: 37.00
REV FEE:
PAGES: 16
PLAT ACT: 0
PLAT PAGE:

140 acres generally located at the
intersection of U.S. Route 150/
Illinois 130 and High Cross Road

Beringer Commons
Tract I, Tract II, Tract III,
And Tract IV

Prepared for recording by:
Elaine Taylor, Secretary
400 S. Vine Street, Urbana, IL

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801