

ORDINANCE NO. 9192-88

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

John C. Schluter

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and John C. Schluter has been submitted for the Urbana City Council's consideration, a copy of which is attached, and designated as Plan Case #1467-A-92; and

WHEREAS, said agreement governs a tract totalling 2.16 acres generally located at the southwest corner of the intersection of U.S. Route 45 and Triumph Drive; and said tract is legally described as follows:

That part of the North half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, lying West of the right-of-way of U.S. Route 45, excepting therefrom the following tracts:

Beginning at the Southeast corner of said tract, thence West along the South line of said tract 350 feet, thence North 120 feet, thence East parallel to the South line of said tract 409.12 feet to the West line of U.S. Route 45, thence Southwesterly 134 feet to the place of beginning:

Also, excepting therefrom that portion thereof falling within the boundaries of "Triumph Industrial Park" in Champaign County, Illinois.

Commonly known as #1 Triumph Drive, Urbana, Illinois, Somer Township, Champaign County, Illinois; and having permanent tax parcel #25-15-33-402-004.

WHEREAS, said Annexation Agreement was presented to the Urbana Plan Commission as Plan Case #1467-A-92; and

WHEREAS, the Urbana Plan Commission reviewed the proposed Annexation Agreement on March 5, 1992; and voted to forward Plan Case #1467-A-92 to the Urbana City Council with a recommendation for approval of the Annexation Agreement; and

WHEREAS, the proposed Annexation Agreement is in conformance 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 April 6, 1992 to consider said Annexation Agreement.

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed Annexation Agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens if it is approved.

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 John C. Schluter, 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. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved with the Recorder of Deeds of Champaign County, 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 6th day of April, 1992.


Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 16th day of April, 1992.


Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9192-88 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

April 8, 1992
Date

1700
300
2000

INDEXED

92R11576

DOC #

CHAMP GI C UNTY, LL

92 APR 22 PM 1

original

R CORDER

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Ruth S. Brookens, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (John C. Schluter)" adopted by the City Council of the City of Urbana, Illinois, on the 6th day of April, A.D. 1992, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 22nd day of April, A.D. 1992.



Ruth S. Brookens
Ruth S. Brookens, City Clerk

Return to:
Urbana City Clerk
P.O. Box 219
Urbana, IL 61801

ANNEXATION AGREEMENT

(John C. Schluter)

THIS AGREEMENT, made and entered into by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and John C. Schluter, (hereinafter referred to as the "Owner"). The effective date of which shall be as set forth below in Article III, Section 4.

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 this Annexation Agreement; and

WHEREAS, John C. Schluter is the Owner of record of certain real estate having tax parcel number 25-15-33-402-004, the legal description of which real estate is described below as follows:

That part of the North half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, lying West of the right-of-way of U.S. Route 45, excepting therefrom the following tracts:

Beginning at the Southeast corner of said tract, thence West along the South line of said tract 350 feet, thence North 120 feet, thence East parallel to the South line of said tract 409.12 feet to the West line of U.S. Route 45, thence Southwesterly 134 feet to the place of beginning:

Also, excepting therefrom that portion thereof falling within the boundaries of "Triumph Industrial Park" in Champaign County, Illinois.

Commonly known as #1 Triumph Drive, Urbana, Illinois, Somer Township, Champaign County, Illinois.

and hereinafter referred to as the Tract; and

WHEREAS, the attached map labeled Exhibit A, is a true and accurate representation of the Tract to be annexed to the City of Urbana by the provisions of this Agreement; and

WHEREAS, the Owner currently has a petition before the Champaign County Zoning Board of Appeals to rezone the Tract from

Annexation Agreement - John C. Schluter and City of Urbana

County I-1 Light Industry to County B-4 General Business as described in Champaign County Zoning Board of Appeals (CCZBA) Case No. 784-AM-91; and

WHEREAS, although the Tract is not yet contiguous to the City of Urbana, said Owner, in order to best utilize his 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 Annexation Agreement; and

WHEREAS, if the Champaign County Board approves the rezoning from County I-1 Light Industry to County B-4 General Business requested in CCZBA Case No. 784-AM-91, the Tract would automatically be zoned B-3 General Business in the City of Urbana upon annexation pursuant to Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances entitled "Zoning" and hereinafter referred to as the Urbana Zoning Ordinance; and

WHEREAS, the Corporate Authorities find annexing the Tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time, except that the City IN Industrial zoning district is considered more appropriate than the City B-3 General Business for the Tract; 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 the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

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

If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Owner agrees to the following provisions:

Section 1. The Owner represents that he is the sole owner of record of the Tract. The Owner agrees to annex the Tract to the City pursuant to the provisions of this Agreement. As of the effective date of this Agreement, the Owner acknowledges that there are no electors residing on the Tract described herein.

Annexation Agreement - John C. Schluter and City of Urbana

Section 2. If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Owner agrees that he will cause all of said Tract to be annexed to the City by filing a proper annexation petition for said Tract pursuant to Chapter 24, Section 7-1-1 et seq. of the Illinois Revised Statutes and in accordance with the provisions of this Agreement. The Owner agrees to file said annexation petition no later than 30 days following the date the Tract becomes contiguous to the City of Urbana, except that in any case, said petition need not be filed prior to one year from the effective date of this Agreement. Although the Owner agrees to fully cooperate with the City of Urbana, the City agrees to handle the annexation proceeding and will pay all costs associated with the annexation proceeding, not including attorney fees that may be incurred by the Owner.

Section 3. The Owner acknowledges and agrees that upon the annexation of the Tract as described herein, the Tract will be automatically converted from County B-4 General Business zoning to City IN Industrial zoning rather than City B-3 General Business zoning as would normally be required under the terms of the Urbana Zoning Ordinance.

Section 4. The Owner agrees to properly subdivide the Tract in conformance with Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code", as it may be amended from time to time (hereinafter referred to as the "Subdivision Code") prior to establishing multiple land uses on the Tract in the future.

Section 5. The Owner agrees to prohibit access to the Tract from U.S. Route 45 and to allow access to the Tract only from Triumph Drive.

Section 6. 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 Tract, would be a breach of this Agreement duly executed by the Owner and the City.

ARTICLE II. Representations and Obligations of the City

If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Corporate Authorities agree to the following provisions:

Section 1. The Corporate Authorities acknowledge and agree that the Tract shall be classified as City IN Industrial zoning,

Annexation Agreement - John C. Schluter and City of Urbana

rather than City B-3 General Business zoning as would normally be required under the terms of the Urbana Zoning Ordinance, upon the annexation of the Tract into the City of Urbana as provided for herein.

Section 2. 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 the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City in conformance with this Agreement. The Corporate Authorities acknowledge and agree that said annexation petition need not be filed prior to one year from the effective date of this Agreement.

Section 3. The Corporate Authorities agree to expeditiously approve any final subdivision plats of said Tract that may be submitted by the Owner in the future and which conform to the requirements of the City's Subdivision Code.

Section 4. The Corporate Authorities find and determine that all existing improvements and land uses on the Tract when it is annexed under the terms of this Agreement, and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the annexation of the Tract, shall be considered lawful during the term of this Agreement pursuant to the provisions of Article X, Section X-1 of the Urbana Zoning Ordinance. In addition, any such improvements and land uses may continue 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, the provisions of Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding. The Corporate Authorities acknowledge and agree that automobile sales and repair and mobile home sales shall, during the term of this Agreement, be considered lawful land uses in the City IN Industrial zoning district.

ARTICLE III. General Provisions

Section 1. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, including any future owners of any portion or all of said Tract for a full term of twenty (20) years commencing as of the effective 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 shall not be included in calculating said twenty-year (20-year) term.

Annexation Agreement - John C. Schluter and City of Urbana

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 the development or use of the 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 Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The date of recording shall be the effective date of this Agreement.

Section 5. This Agreement shall become null and void if the Champaign County Board does not approve the rezoning requested by the Owner in Champaign County Zoning Board of Appeals Case No. 784-AM-91.

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:

Ruth S. Brookens
CITY CLERK

Date

(schluter.anx)

OWNER:

John C. Schluter
John C. Schluter

Jan 6, 1992
Date

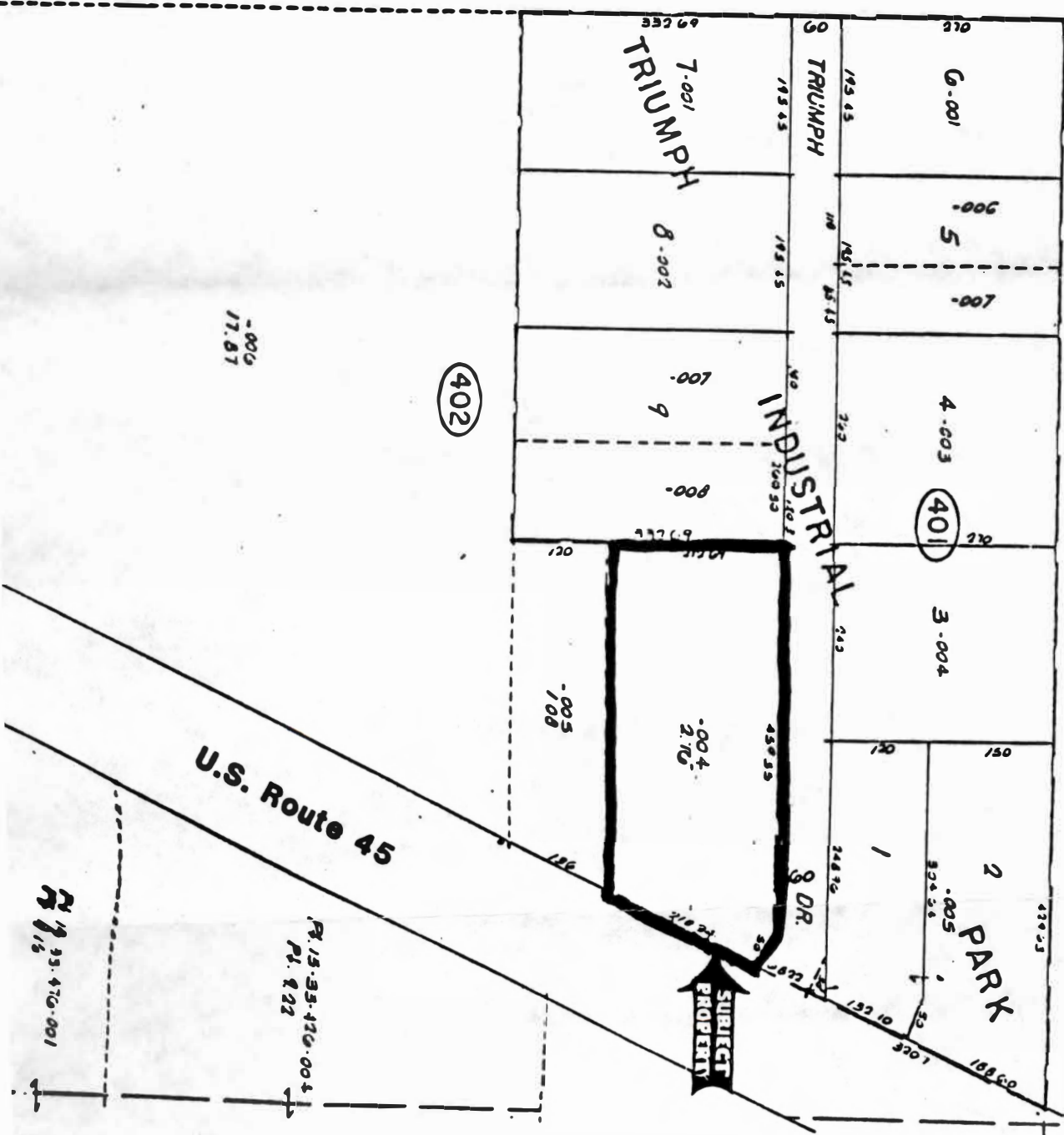
ATTEST:

Frederic B. Meek
Notary Public

L-6-92
Date

OFFICIAL SEAL
FREDERIC B. MEEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-16-94

~~CONFIDENTIAL~~



U.S. Route 45

402

401

PARK

INDUSTRIAL

SUBJECT PROPERTY

9 TRIUMPH

7-001 TRIUMPH

19 25.470-001

R. 15-33-110-004 Pt. 122

17.87

RECORDED 4-22-92

DOC. # 92R-11576

SIGNED COPY
FOR FILE

ANNEXATION AGREEMENT

(John C. Schluter)

THIS AGREEMENT, made and entered into by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and John C. Schluter, (hereinafter referred to as the "Owner"). The effective date of which shall be as set forth below in Article III, Section 4.

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 this Annexation Agreement; and

WHEREAS, John C. Schluter is the Owner of record of certain real estate having tax parcel number 25-15-33-402-004, the legal description of which real estate is described below as follows:

That part of the North half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, lying West of the right-of-way of U.S. Route 45, excepting therefrom the following tracts:

Beginning at the Southeast corner of said tract, thence West along the South line of said tract 350 feet, thence North 120 feet, thence East parallel to the South line of said tract 409.12 feet to the West line of U.S. Route 45, thence Southwesterly 134 feet to the place of beginning:

Also, excepting therefrom that portion thereof falling within the boundaries of "Triumph Industrial Park" in Champaign County, Illinois.

Commonly known as #1 Triumph Drive, Urbana, Illinois, Somer Township, Champaign County, Illinois.

and hereinafter referred to as the Tract; and

WHEREAS, the attached map labeled Exhibit A, is a true and accurate representation of the Tract to be annexed to the City of Urbana by the provisions of this Agreement; and

WHEREAS, the Owner currently has a petition before the Champaign County Zoning Board of Appeals to rescind the Tract from

Annexation Agreement - John C. Schluter and City of Urbana

County I-1 Light Industry to County B-4 General Business as described in Champaign County Zoning Board of Appeals (CCZBA) Case No. 784-AM-91; and

WHEREAS, although the Tract is not yet contiguous to the City of Urbana, said Owner, in order to best utilize his 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 Annexation Agreement; and

WHEREAS, if the Champaign County Board approves the rezoning from County I-1 Light Industry to County B-4 General Business requested in CCZBA Case No. 784-AM-91, the Tract would automatically be zoned B-3 General Business in the City of Urbana upon annexation pursuant to Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances entitled "Zoning" and hereinafter referred to as the Urbana Zoning Ordinance; and

WHEREAS, the Corporate Authorities find annexing the Tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time, except that the City IN Industrial zoning district is considered more appropriate than the City B-3 General Business for the Tract; 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 the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

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

If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Owner agrees to the following provisions:

Section 1. The Owner represents that he is the sole owner of record of the Tract. The Owner agrees to annex the Tract to the City pursuant to the provisions of this Agreement. As of the effective date of this Agreement, the Owner acknowledges that there are no electors residing on the Tract described herein.

Annexation Agreement - John C. Schluter and City of Urbana

Section 2. If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Owner agrees that he will cause all of said Tract to be annexed to the City by filing a proper annexation petition for said Tract pursuant to Chapter 24, Section 7-1-1 et seq. of the Illinois Revised Statutes and in accordance with the provisions of this Agreement. The Owner agrees to file said annexation petition no later than 30 days following the date the Tract becomes contiguous to the City of Urbana, except that in any case, said petition need not be filed prior to one year from the effective date of this Agreement. Although the Owner agrees to fully cooperate with the City of Urbana, the City agrees to handle the annexation proceeding and will pay all costs associated with the annexation proceeding, not including attorney fees that may be incurred by the Owner.

Section 3. The Owner acknowledges and agrees that upon the annexation of the Tract as described herein, the Tract will be automatically converted from County B-4 General Business zoning to City IN Industrial zoning rather than City B-3 General Business zoning as would normally be required under the terms of the Urbana Zoning Ordinance.

Section 4. The Owner agrees to properly subdivide the Tract in conformance with Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code", as it may be amended from time to time (hereinafter referred to as the "Subdivision Code") prior to establishing multiple land uses on the Tract in the future.

Section 5. The Owner agrees to prohibit access to the Tract from U.S. Route 45 and to allow access to the Tract only from Triumph Drive.

Section 6. 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 Tract, would be a breach of this Agreement duly executed by the Owner and the City.

ARTICLE II. Representations and Obligations of the City

If and when the Champaign County Board grants the Owner's request to rezone the Tract from County I-1 Light Industry to County B-4 General Business as outlined in Champaign County Zoning Board of Appeals Case No. 784-AM-91, the Corporate Authorities agree to the following provisions:

Section 1. The Corporate Authorities acknowledge and agree that the Tract shall be classified as City IN Industrial zoning,

Annexation Agreement - John C. Schluter and City of Urbana

rather than City B-3 General Business zoning as would normally be required under the terms of the Urbana Zoning Ordinance, upon the annexation of the Tract into the City of Urbana as provided for herein.

Section 2. 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 the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City in conformance with this Agreement. The Corporate Authorities acknowledge and agree that said annexation petition need not be filed prior to one year from the effective date of this Agreement.

Section 3. The Corporate Authorities agree to expeditiously approve any final subdivision plats of said Tract that may be submitted by the Owner in the future and which conform to the requirements of the City's Subdivision Code.

Section 4. The Corporate Authorities find and determine that all existing improvements and land uses on the Tract when it is annexed under the terms of this Agreement, and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the annexation of the Tract, shall be considered lawful during the term of this Agreement pursuant to the provisions of Article X, Section X-1 of the Urbana Zoning Ordinance. In addition, any such improvements and land uses may continue 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, the provisions of Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding. The Corporate Authorities acknowledge and agree that automobile sales and repair and mobile home sales shall, during the term of this Agreement, be considered lawful land uses in the City IN Industrial zoning district.

ARTICLE III. General Provisions

Section 1. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, including any future owners of any portion or all of said Tract for a full term of twenty (20) years commencing as of the effective 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 shall not be included in calculating said twenty-year (20-year) term.

Annexation Agreement - John C. Schluter and City of Urbana

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 the development or use of the 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 Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The date of recording shall be the effective date of this Agreement.

Section 5. This Agreement shall become null and void if the Champaign County Board does not approve the rezoning requested by the Owner in Champaign County Zoning Board of Appeals Case No. 784-AM-91.

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
April 16th, 1992
Date

OWNER:

John C. Schluter
John C. Schluter
Jan 6, 1992
Date

ATTEST:

Ruth S. Brookens
Ruth S. Brookens
CITY CLERK

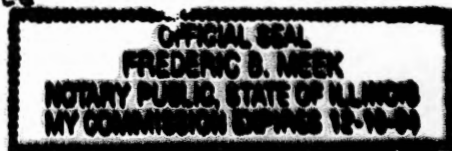
April 20, 1992
Date

(schluter.anx)

ATTEST:

Frederic B. Meek
Notary Public

1-6-92
Date



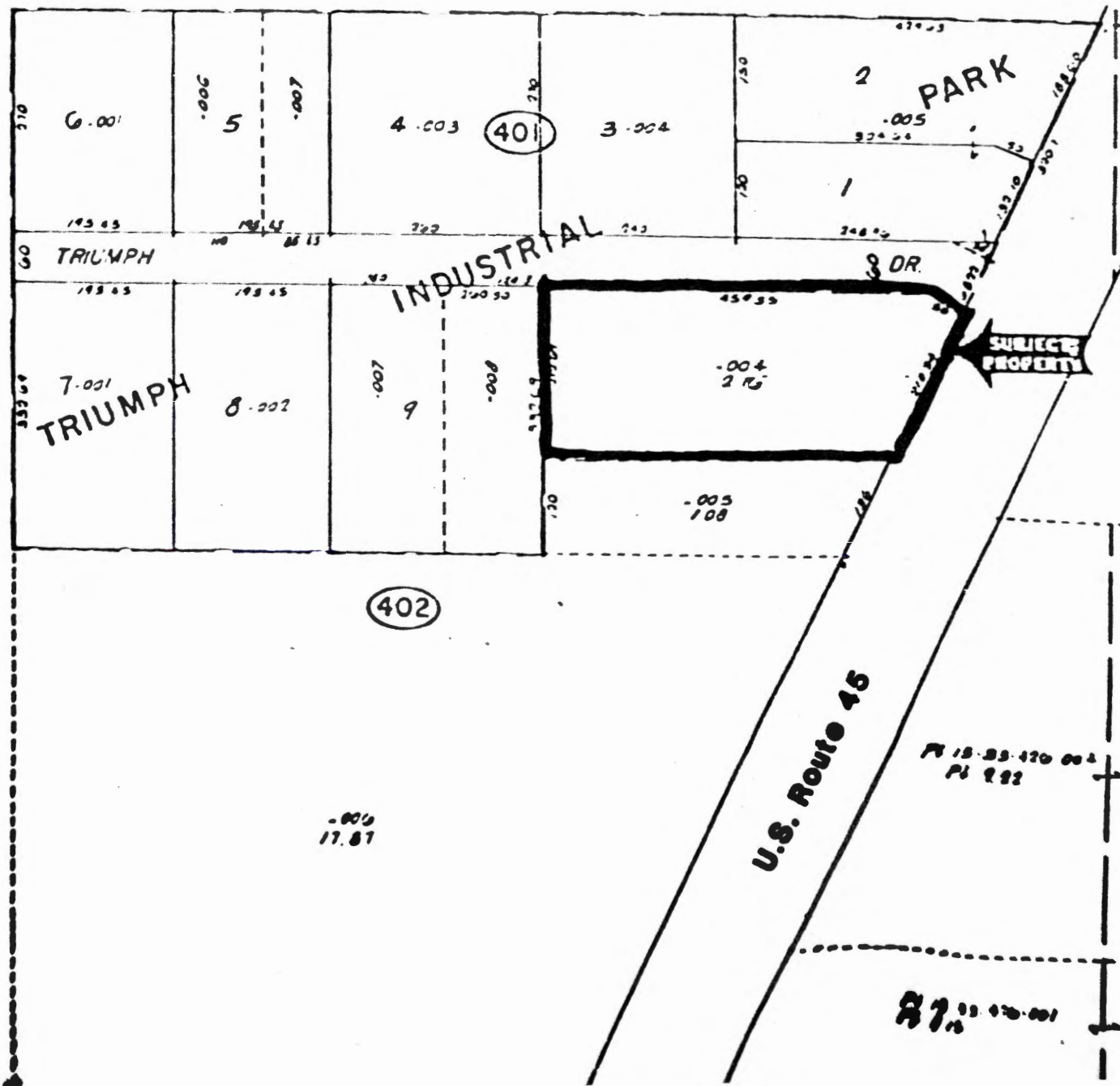


EXHIBIT A