

FILED

MAY 24 1993

Deunis R. Bing
COUNTY CLERK

ORDINANCE NO. 9293-104

**ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF URBANA**

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Philo Fire Protection District and includes certain territory within the Urbana Township, and Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on April 19 , 1993, that this Ordinance would be voted upon at the regular meeting of this Council at 7:30 p.m., Monday, May 3 , 1993, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 22nd day of April , 1993; and

WHEREAS, a written petition signed by all of the owners of Record, of all land within such territory, has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, there are no electors residing on the premises; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the City Council passed Ordinance No. 9293-95 on April 5, 1993 approving and authorizing the execution of an annexation agreement wherein the Corporate Authorities agreed to expeditiously annex said territory; and

WHEREAS, the City Council passed Ordinance No. 9293-95 on April 5, 1993 approving and authorizing the execution of an annexation agreement wherein the Corporate Authorities agreed to expeditiously annex said territory; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

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

Section 1. That the following described real estate, viz:

Tract A:

The West one-half of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois,

Except;

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said parcel containing 65.00 Acres, more or less, all situated in Champaign County, Illinois.

Tract B:

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, except the west 440.86 feet thereof.

Said parcel containing 10.0 Acres, more or less, all situated in Champaign County, Illinois.

commonly known for reference as 2202 E. Windsor Road, Urbana, Illinois, be and the same is hereby annexed to the City of Urbana, Illinois. The above-described parcel, prior to annexation, has the permanent index number 30-21-22-300-001, and following annexation the said parcel should bear the permanent index number 93-21-22-300-001.

Section 2. That the City Clerk be authorized and directed to file, for record, a certified copy of this Ordinance together with an accurate map of the territory hereinabove described in the Office of the County Clerk and the County Election Authority of Champaign County, Illinois.

Section 3. This Ordinance shall be in full force and effect from after its passage and recording as provided by law.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 3rd day of May, 1993, A.D.

PASSED by the City Council this 3rd day of May 1993.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 14th day of May, 1993.

Tod Satterthwaite
Tod Satterthwaite, Mayor

Prepared by the Corporation Counsel this 10 day of MAY, 1993.

Jack Waaler
Jack Waaler

1500
300
1800

93 R 13031

CLERK'S CERTIFICATE

DOC # _____
CHAMPAIGN COUNTY, ILL
1911 0224

'93 MAY 24 PM 3 41
3:41
Norma D. Johnson
RECORDER

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Phyllis D. Clark, 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, "Ordinance Annexing Certain Territory To The City Of Urbana" adopted by the City Council of the City of Urbana on the 3rd day of May, 1993, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 24th day of May, A.D. 1993.

Phyllis D. Clark

Phyllis D. Clark, City Clerk



*Return
City of Urbana
Urbana IL 61801*

ORDINANCE NO. 9293-104

ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF URBANA

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Philo Fire Protection District and includes certain territory within the Urbana Township, and Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on April 19, 1993, that this Ordinance would be voted upon at the regular meeting of this Council at 7:30 p.m., Monday, May 3, 1993, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 22nd day of April, 1993; and

WHEREAS, a written petition signed by all of the owners of Record, of all land within such territory, has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, there are no electors residing on the premises; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the City Council passed Ordinance No. 9293-95 on April 5, 1993 approving and authorizing the execution of an annexation agreement wherein the Corporate Authorities agreed to expeditiously annex said territory; and

WHEREAS, the City Council passed Ordinance No. 9293-95 on April 5, 1993 approving and authorizing the execution of an annexation agreement wherein the Corporate Authorities agreed to expeditiously annex said territory; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

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

Section 1. That the following described real estate, viz:

Tract A:

The West one-half of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois,

Except;

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said parcel containing 65.00 Acres, more or less, all situated in Champaign County, Illinois.

Tract B:

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, except the west 440.86 feet thereof.

Said parcel containing 10.0 Acres, more or less, all situated in Champaign County, Illinois.

commonly known for reference as 2202 E. Windsor Road, Urbana, Illinois, be and the same is hereby annexed to the City of Urbana, Illinois. The above-described parcel, prior to annexation, has the permanent index number 30-21-22-300-001, and following annexation the said parcel should bear the permanent index number 93-21-22-300-001.

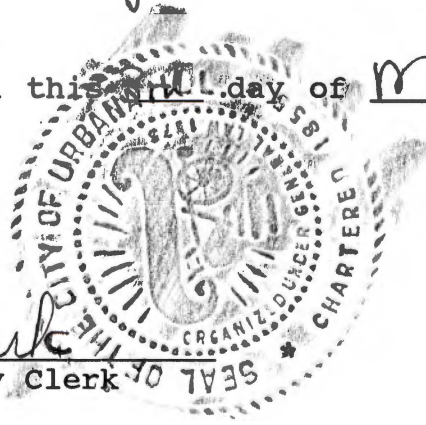
Section 2. That the City Clerk be authorized and directed to file, for record, a certified copy of this Ordinance together with an accurate map of the territory hereinabove described in the Office of the County Clerk and the County Election Authority of Champaign County, Illinois.

Section 3. This Ordinance shall be in full force and effect from after its passage and recording as provided by law.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 3rd day of May, 1993, A.D.

PASSED by the City Council this 10th day of May, 1993.

Phyllis D. Clark
Phyllis D. Clark, City Clerk



APPROVED by the Mayor this 14th day of May, 1993.

Tod Satterthwaite
Tod Satterthwaite, Mayor

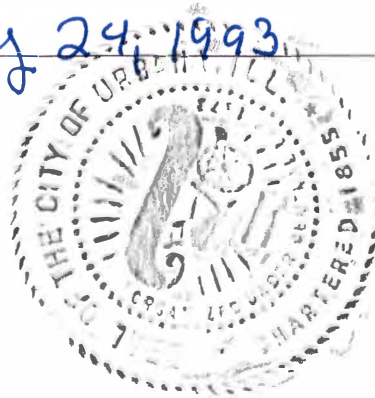
Prepared by the Corporation Counsel this 10 day of May, 1993.

Jack Waaler
Jack Waaler

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9293-104 AND IS INCORPORATED THEREIN BY REFERENCE.

Phyllis O. Clark
Phyllis O. Clark, City Clerk

May 24, 1993
Date



ANNEXATION AGREEMENT

(TABIN TRACT)

THIS AGREEMENT, made and entered into by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities" or the "City") and Dr. Mort Tabin and Mr. Shawn Tabin (hereinafter referred to as the "Owners"), the effective date of which shall be as set forth below in Article III, Section 5.

W I T N E S S E T H:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1987); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities held a proper public hearing on the Annexation Agreement; and

WHEREAS, Dr. Mort Tabin and Mr. Shawn Tabin are the Owners of record of certain real estate, the legal description which is set forth in Exhibit A attached hereto, and hereinafter referred to as the "Tract A" and "Tract B". Tract A is to be residential property encompassing approximately sixty-five (65) acres, and Tract B is to be commercial property encompassing approximately ten (10) acres;

WHEREAS, Exhibit B is a map reflecting a true and accurate representation of said tracts; and

WHEREAS, said Tracts are contiguous to the City of Urbana and said Owners, in order to best utilize their property, find it desirable to annex said Tracts to the City of Urbana, pursuant to, and as provided for in this agreement; and

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

WHEREAS, the Owners have requested the property be zoned so that Tract A is R-4 (Medium Density Multiple-Family Residential) and Tract B is B-3 (General Business) in the City of Urbana upon annexation; and

WHEREAS, the Corporate Authorities determine that R-4 (Medium Density Multiple-Family Residential) classification and B-3 (General Business) would be appropriate uses of the land subject to the terms and conditions outlined in this Agreement; and

WHEREAS, the Corporate Authorities find such annexation 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, sales taxes and other revenues, and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have said Tract 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 Owners agree to submit a general area plan for said Tracts in accordance with Chapter 21 of the City's Code of Ordinances entitled "Subdivision and Land Development Code" and to final plat said property in phases and in conformance with Chapter 21 of the Urbana Code of Ordinances.

Section 2: The Owners agree to file a proper annexation petition for said Tracts or portion thereof within ninety (90) days of the City's approval of this Agreement.

Section 3: The Owners agree to accept a City of Urbana R-4 (Medium Density Multiple-Family Residential) zoning classification for Tract A, and B-3 (General Business) zoning classification for Tract B upon annexation of said Tracts to the City of Urbana and subject to the terms and provisions of the Urbana Zoning Ordinance, in effect on the date which the Owners signed this agreement. The Owners also agree that, notwithstanding the provisions of the Zoning Ordinance, the following land uses shall be prohibited on said Tract B: Farm Equipment Sales and Service; Automobile, Truck Trailer or Boat Sales; Mobile Home Sales; Automobile Repair, Major; Gasoline and Service Station, except as incidental to a convenience store; Public Maintenance and Storage Garage; Automobile Washing Facility; Fuel Oil, Ice, Coal, Wood (bulk sales only); Monument Sales; Live Bait Sales; Confectionery Products Manufacturing and Packaging; Electrical Substation; and Locker or Cold Storage-Individual Use; Ambulance Service; Mortuary; Massage Parlor;

Medical Carrier Services; Adult Entertainment Uses; Ventilating, Air Conditioning Sales and Service; Wholesale Business; Warehouse; Auction Sales (non-Animal);

Section 4: The Owners agree that the commercial center on Tract B shall not exceed 75,000 net square feet of leasable space.

Section 5: The Owners agree that Tract A may be developed with a maximum total development of up to 400 residential units, but that such development shall not exceed an average maximum density of more than seven (7) units per gross acre.

Section 6: It is the Owners' current intent to develop the property in substantial conformance to the conceptual Plan attached as Exhibit C. The conceptual layout of Exhibit C may be amended as development proceeds and as additional engineering information is gathered, provided the amendments adhere to the general intent of the attached Exhibit C.

Section 7: Tract B shall only be developed upon initiation of construction of the dwelling units in Tract A, since these residences are assumed to require the commercial services to be provided in Tract B.

Section 8: The Owners agree to perform construction of improvements within the development only at the intersection of proposed Greenridge Drive with Windsor Road sufficient to accommodate the minimum intersection design option in the City of Urbana Engineering Department's "Traffic Impact Analysis" dated November 30, 1990.

Section 9: The Owners agree to dedicate forty (40) feet of the right-of-way along Windsor Road. Curb, gutter, drainage, sidewalk and pavement improvements along Windsor Road will not be provided by the Owners, except for the limited features need for driveway access to Tract B. Any further improvements to Windsor Road, including traffic signalization, pavement, drainage, sidewalks, etc., shall not be at the Owners' expense.

Section 10: The Owners agree to dedicate sixty (60) feet of right-of-way along Greenridge Drive. The Owners agree to construct Greenridge Drive to a paved width of 31 feet in conformance with Chapter 21 of the City of Urbana's Code of Ordinance, hereinafter referred to as the Subdivision and Land Development Code.

Section 11: The Owners agree to dedicate one-half (1/2) of the right-of-way for Mumford Drive. The Owners shall further be responsible for one-half (1/2) of the collector street improvements (i.e., thirty-one (31) feet in paved width in

conformance with the City's Subdivision and Land Development Code) to Mumford Drive along the north side of Tract A.

Section 12: The Owners agree to establish a homeowners association for the purposes of maintaining the storm water detention basin and common areas within the development and for other purposes. The Owners agree that membership in the homeowners association will be a requirement of lot or dwelling unit ownership. The homeowners association will be empowered to levy assessments against properties within the development in order to fund maintenance activities as described herein. An assessment procedure shall be set forth in the Owners' Certificate recorded in connection with the platting of any tracts or portions thereof.

Owners agree that before the ownership of or any maintenance responsibility for such detention basin or common areas is transferred to a homeowners association, other entity or person, the detention basin shall be inspected and be reported upon by the Owners' engineer, and such inspection report 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 prior to any such transfer. When the original Owners convey the tracts or part of the tracts to another person or entity, the obligations of the original Owners 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 13. The Owners agree to donate right-of-way for a pedestrian/bicycle path as illustrated on the attached Exhibit C for the use and enjoyment of the residents and public at large. The construction and maintenance of these paths shall be the responsibility of the City of Urbana or the Urbana Park District (hereinafter referred to as the District), if the District so agrees. If either entity does not secure funding for the construction and development of said path system by December 31, 1993, there will be no donation of rights-of-way for the Pedestrian/bicycle paths by the property Owners, and any property illustrated on the attached concept plan as being pedestrian/bicycle path may be incorporated generally into the development of adjoining lots.

Section 14: The Owners further agree that, if the pedestrian/bicycle paths are constructed and the rights-of-way are donated, the residents immediately adjacent to the pedestrian/bicycle path or the homeowners association shall be responsible for the routine grass mowing and minor maintenance along the pedestrian/bicycle path. Major landscaping improvements, trees and significant recreational amenities shall

be provided by and maintained by the City of Urbana or the Urbana Park District, if the District so agrees.

Section 15: The Owners agree that the following conditions shall govern the development of the storm water management plan for the proposal as Section 21-42 of Chapter 21 of the Code of Ordinances entitled "Subdivision and Land Development Code" applies:

a. Portions of the Owners' development site are located downstream from the proposed storm water detention facilities intended to serve this site. The Owners agree that the storm water runoff drainage facilities for this site will be designed and constructed such that the peak rate of release of storm water runoff from this site at the downstream boundaries of the site during the fifty (50) year return period storm event will not exceed the peak rate of runoff for this site that would have occurred under undeveloped/row crop agricultural conditions from the five (5) year return period storm from this site. Said calculations shall be based upon TR-55 or Rational or other methods allowed by the City of Urbana Subdivision and Land Development Code.

b. The Owners agree that the storm sewer facilities constructed between the Owners' proposed storm water detention facilities and the downstream boundaries of the site will be designed and constructed to provide capacity for the peak rate of runoff from the five (5) year return period storm under undeveloped/row crop agricultural conditions for the upstream watersheds. A surface swale may be constructed above and/or adjacent to the proposed storm sewer facilities to provide additional drainage capacity. The combination surface swale/storm sewer system shall be capable of providing capacity for at least the peak rate of runoff from the five (5) year return period storm under undeveloped/row crop conditions for all the watersheds upstream.

c. The development site is located such that several hundred acres of land are upstream of the site and drain through the site. The Owners agree that they will be allowed to construct their storm water drainage and storm water detention facilities in such a manner so as to allow storm water runoff from upstream, off-site areas to pass through the site undetained. Until such time as these upstream areas are developed with their own on-site storm water detention systems, peak rates of storm water runoff in excess of the capacity of the Owners' subsurface storm sewer drainage systems can be anticipated to occur at normal intervals. The Owners agree that they shall be allowed to

construct a surface swale drainage system which generally parallels the subsurface storm sewer drainage system which is to be designed for the five (5) year agricultural storm event at the upstream property line so as to provide an adequate outlet for the excess upstream off-site storm water runoff from currently undeveloped (and undetained) areas to pass through the site. Said combined system shall be clearly defined within dedicated rights-of-ways and/or easements and shall be designed to transport the upstream off-site storm water runoff through the development.

d. The development site is located such that several hundred acres of land are upstream of the site and drain through the site. These off-site areas may be developed at some future time. At the time they are developed the Owners acknowledge that the Corporate Authorities will require that these areas be provided with storm water detention facilities. Accordingly, the Owners agree that they shall be allowed to construct storm drainage facilities between the proposed storm water detention facilities for this site and the upstream boundaries of the site which provide capacity for the peak flow from the five (5) year return period storm under undeveloped/row crop agricultural conditions. These drainage facilities may include a combination system of generally parallel surface swales and subsurface storm sewers, provided that the subsurface storm sewers shall provide capacity for these upstream areas for not less than the peak rate of flow from the five (5) year return period storm event under undeveloped/row crop agricultural conditions for upstream areas.

e. The Owners agree that secondary drainage shall not be required for those lots on which there are no basements constructed. Any other lots which contain basement construction shall be required to connect said lots to a storm sewer, storm water detention facility or secondary drainage system as required in the Subdivision and Land Development Code.

Section 16: The Owners shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the Tracts, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owners and the City.

Section 17: The Owners agree and hereby stipulate that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the Tracts in the absence of this Agreement.

Section 18: The Owners agree to refrain from constructing or causing the construction or establishment of any building improvements, public improvements, streets, driveways (temporary or otherwise), except for driveway access to farm uses, or any other development of the Tracts prior to:

- a) passage by the City Council of an Ordinance annexing the Tract pursuant to the provisions of Section 7-1-1, et. seq., of the Illinois Municipal Code (1987 Illinois Revised Statutes, Chapter 24); and
- b) issuance by the City of a legally authorized building permit applicable to work on the Tracts; and
- c) approval of a proper subdivision or development plat of the Tracts in accordance with Chapter 21 of the Code of Ordinances and the Zoning Ordinance as they exist at the time of annexation, unless subsequent revision(s) to said ordinance(s) are found acceptable to the Owners, in which case the revised ordinance(s) language may apply.

Section 19: The Owners agree to never apply or allow application for a Zoning Use Permit from the County of Champaign for any reason for any type of development occurring on the Tracts. Such application shall be deemed a breach of this Agreement.

Section 20: The Owners agree to cause all development and construction on said Tracts to be in conformance with all City codes, ordinances, orders or regulations in effect at the time of annexation, except as otherwise agreed to herein.

Section 21: The Owner agree that Tract B shall be landscaped in substantial conformance with the concept plan and subject to the approval of the City of Urbana Zoning Administrator and City Arborist.

ARTICLE II. Representations and Obligations of Corporate Authorities

Section 1: The Corporate Authorities agree to expeditiously annex said Tracts subject to the terms and conditions outlined in this Agreement when properly and effectively requested to do so by submission of a legally sufficient petition by Owners by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts to the City. The Corporate Authorities further agree that this section governing annexation shall be included in any sales contracts for residential or commercial lots within the development and will constitute an obligation of subsequent Owners to annex. This provision

governing annexation and future obligation will be included in the covenants governing said Tracts and will constitute a covenant running with the land. The Corporate Authorities agree that nothing in this Section shall preclude the voluntary annexation of property by subsequent property Owners.

Section 2: Upon annexation of these Tracts to the City, the City shall take any action necessary to zone Tract A R-4 (Medium Density Multiple-Family Residential) and Tract B B-3 (General Business) under the terms and provisions of this Agreement and the City's Zoning Ordinance, as amended.

Section 3: The Corporate Authorities agree that the commercial land uses on Tract B shall be restricted as listed in Article I, Section 3 of this Agreement.

Section 4: The Corporate Authorities agree that Tract B may be developed as a commercial center of not more than 75,000 square feet of leasable space.

Section 5: The Corporate Authorities agree that Tract A may be developed with a maximum total development of up to 400 residential units, but that such development shall not exceed an average maximum density of more than seven (7) units per gross acre.

Section 6: The Corporate Authorities agree that the layout depicted on the attached concept plan in Exhibit C may be amended in compliance with the Urbana Code of Ordinances without amending this Agreement, provided that said plan amendment adheres to the general intent of this Agreement.

Section 7: The Corporate Authorities agree to expeditiously approve preliminary and final plats of said Tracts which the Owners submit, and provided said plats are in substantial conformance with the current Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code", except as otherwise agreed to herein:

- a. Due to existing conditions, there are site specific difficulties in complying with these regulations;
- b. The granting of the following waivers will not cause significant adverse effects on the public health, safety and welfare;
- 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;

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

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 particular circumstances not of the applicant's own making;

Section 8: The Corporate Authorities agree to grant an extended approval of the preliminary plat of said development beyond the one (1) year term provided for in Section 21-14.H. of The Subdivision and Land Development Code. 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 9: The Corporate Authorities agree to waive Section 21.38 of Chapter 21 of the Urbana Code of Ordinances which would have required the construction of adjoining substandard street improvements for Windsor Road. Curb, gutter, drainage, sidewalk and pavement improvements along Windsor Road will not be required of the Owners, except for the limited portions needed for driveway access to Tract B.

Section 10: The Corporate Authorities agree that Greenridge Drive and Mumford Drive shall be constructed according to collector streets standards with a maximum pavement width of thirty-one (31) feet and maximum right-of-way width of sixty (60) feet. In addition, Corporate Authorities acknowledge that the Owners will be responsible for only one-half (1/2) of the construction of Mumford Drive and one-half (1/2) of the right-of-way dedication for Mumford Drive.

Section 11: The Corporate Authorities agree that the following conditions shall govern the development of the storm water management plan for the proposal as Section 21-42 of Chapter 21 of the Code of Ordinances entitled "Subdivision and Land Development Code" applies:

a. Portions of the Owners' development site are located downstream from the proposed storm water detention facilities intended to serve this site. The Corporate Authorities agree that the storm water runoff drainage facilities for this site will be designed and constructed such that the peak rate of release of storm water runoff from this site at the downstream boundaries of the site

during the fifty (50) year return period storm event will not exceed the peak rate of runoff for this site that would have occurred under undeveloped/row crop agricultural conditions from the five (5) year return period storm from this site. Said calculations shall be based upon TR-55 or Rational or other methods allowed by the City of Urbana Subdivision and Land Development Code.

b. The Corporate Authorities agree that the storm sewer facilities constructed between the Owners' proposed storm water detention facilities and the downstream boundaries of the site will be designed and constructed to provide capacity for the peak rate of runoff from the five (5) year return period storm under undeveloped/row crop agricultural conditions for the upstream watersheds. A surface swale may be constructed above and/or adjacent to the proposed storm sewer facilities to provide additional drainage capacity. The combination surface swale/storm sewer system shall be capable of providing capacity for at least the peak rate of runoff from the five (5) year return period storm under undeveloped/row crop conditions for all the watersheds upstream.

c. The development site is located such that several hundred acres of land are upstream of the site and drain through the site. The Corporate Authorities agree that the Owners will be allowed to construct their storm water drainage and storm water detention facilities in such a manner so as to allow storm water runoff from upstream, off-site areas to pass through the site undetained. Until such time as these upstream areas are developed with their own on-site storm water detention systems, peak rates of storm water runoff in excess of the capacity of the Owners' subsurface storm sewer drainage systems can be anticipated to occur at normal intervals. The Corporate Authorities agree that the Owners shall be allowed to construct a surface swale drainage system which generally parallels the subsurface storm sewer drainage system which is to be designed for the five (5) year agricultural storm event at the upstream property line so as to provide an adequate outlet for the excess upstream off-site storm water runoff from currently undeveloped (and undetained) areas to pass through the site. Said combined system shall be clearly defined within dedicated rights-of-ways and/or easements and shall be designed to transport the upstream off-site storm water runoff through the development.

d. The development site is located such that several hundred acres of land are upstream of the site and drain through the site. These off-site areas may be developed at some future time. At the time they the Corporate

Authorities will require that these areas be provided with storm water detention facilities. Accordingly, the Corporate Authorities agree that the Owners shall be allowed to construct storm drainage facilities between the proposed storm water detention facilities for this site and the upstream boundaries of the site which provide capacity for the peak flow from the five (5) year return period storm under undeveloped/row crop agricultural conditions. These drainage facilities may include a combination system of generally parallel surface swales and subsurface storm sewers, provided that the subsurface storm sewers shall provide capacity for these upstream areas for not less than the peak rate of flow from the five (5) year return period storm event under undeveloped/row crop agricultural conditions for upstream areas.

e. The Corporate Authorities agree that secondary drainage shall not be required for those lots on which there are no basements constructed. Any other lots which contain basement construction shall be required to connect said lots to a storm sewer, storm water detention facility or secondary drainage system as required in the Subdivision and Land Development Code.

Section 12: The Corporate Authorities agree that the City shall take no action or 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 without first procuring a written amendment to this Agreement duly executed by both the Owners and the City.

Section 13: The City agrees to make its best effort to make available a Class A Liquor License for a restaurant and a Class BBB Liquor License for the sale of beer and wine by convenience store upon annexation of Tract B to a qualified applicant.

Section 14: The Corporate Authorities agree to pursue Federal and/or State funding opportunities for the proposed pedestrian/bicycle pathway construction through the site. Such application shall be made by December 31, 1993. If no such funds are obtained, the City agrees that the pedestrian/bicycle paths illustrated on the attached concept plan used not be constructed by the Owners and that the property illustrated as pedestrian/bicycle paths may be incorporated into the development of adjoining tracts as part of residential lots.

Section 15: The Corporate Authorities agree that Tract B shall be landscaped in substantial conformance with the concept plan and subject to the approval of the City of Urbana Zoning Administrator and City Arborist.

Section 16: The City agrees to expeditiously process an amendment to the City of Urbana Zoning Ordinance to allow the creation of zero lot line housing sites during the subdivision process rather than after building construction.

Section 17: The Corporate Authorities agree that review and approval of a proper subdivision or development plat of the Tracts shall be in accordance with Chapter 21 of the Code of Ordinances and the Zoning Ordinance as they exist at the time of annexation, unless subsequent revisions to said ordinances are found acceptable to the Owners, in which case the revised ordinance's language may apply.

Section 18: Upon annexation of said Tracts, the City shall make payment to the Owners in the amount of Six Thousand One Hundred Dollars (\$6,100.00). This reimbursement will equal the increase in real estate taxes for said Tracts as a result of annexation and shall be based on the assessed value and tax rates in existence at the time this Agreement is executed by the Owners. 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 will have the significantly positive impact on the tax base of the City of Urbana.
- b. But for the reimbursement of property taxes, annexation of said tracts would not otherwise occur in a timely manner.

ARTICLE III: General Provisions

Section 1: Term of this Agreement -- The term of this Agreement shall be for a full term of twenty (20) years commencing as of the date hereof as provided by the Illinois State Statutes. To the extent permitted thereby it is agreed that in the event the annexation of subject 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 term.

Section 2: Covenant running with land -- The terms of this Agreement constitute a covenant running with the land and are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owners as to all or any part of the Tracts, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.


Section 3: Enforcement -- The Owners and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owners the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the Tracts.

Section 4: Severability -- 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 5: Recording -- The Corporate Authorities and Owners intend that this Agreement shall be recorded in the Office of the Champaign County Recorder. The date of recording shall be the effective date of this Agreement.

IN WITNESS WHEREOF, the Corporate Authorities and Owners have hereunto set their hands and seals and have caused this Agreement by their duly authorized officials and the corporate seal affixed hereto, all on the day and year noted below.

**CORPORATE AUTHORITIES
CITY OF URBANA**



Jeffrey I. Markland, Mayor
2-24-93

Date

ATTEST:



Ruth S. Brooks
City Clerk



OWNERS:

Morton L. Tabin

Dr. Morton Tabin

2/23/93

Date

Shawn Tabin

Shawn Tabin

2/23/93

Date

ATTEST:

Deborah J. Roberts
Notary Public

(...\PC1486.anx)

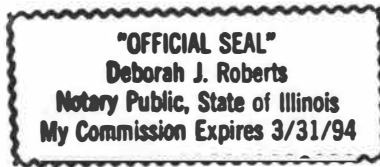


Exhibit A

LEGAL DESCRIPTION

Tract A:

The West one-half of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois,

Except;

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said parcel containing 65.00 Acres, more or less, all situated in Champaign County, Illinois.

Tract B:

The south 494.04 feet of the West one-half of the Southwest Quarter of said Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, except the west 440.86 feet thereof.

Said parcel containing 10.0 Acres, more or less, all situated in Champaign County, Illinois.