

ORDINANCE NO. 9394-22

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
Arcola First National Bank Land Trust 278

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Arcola First National Bank Land Trust 278 has been submitted for the Urbana City Council's consideration, a copy of which is attached, and designated as Plan Case #1505-A-93; and

WHEREAS, said agreement governs tracts totalling approximately 76.74 acres generally located at the south of Florida Avenue extended, north of Windsor Road and west of Illinois Route 130; and said tracts are legally described as follows:

Tract I:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The South 20 Acres thereof, and

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said parcel containing 56.74 acres, more or less, all situated in Champaign County, Illinois.

Tract II:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, ore particularly described as follows:

The South 20 acres of the East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The adjacent right-of-way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel containing 20.00 acres, all situated in Champaign County, Illinois.

WHEREAS, said Annexation Agreement was presented to the Urbana Plan Commission as Plan Case No. 1505-A-93; and

WHEREAS, the Urbana Plan Commission reviewed the proposed Annexation Agreement on August 5, 1993; and voted to forward Plan Case No. 1505-A-93 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 August 16, 1993 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 Arcola First National Bank Land Trust 278, 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, as amended, with the Recorder of Deeds of Champaign County, Illinois.

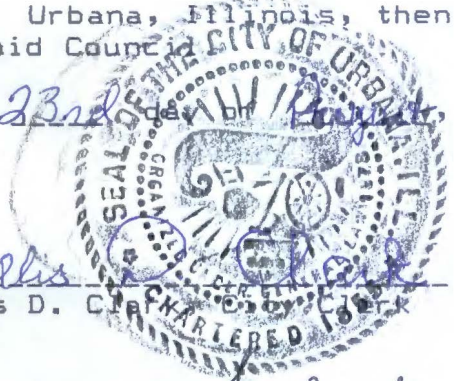
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of

the Corporate Authorities of the City of Urbana, Illinois, then holding office, at regular meeting of said Council

PASSED by the City Council on this 23rd day of August, 1993.

Phyllis

Phyllis D. C. [unclear]



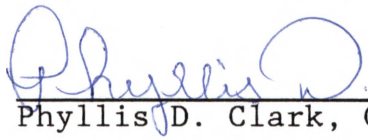
APPROVED by the Mayor this 7th day of September 1993.

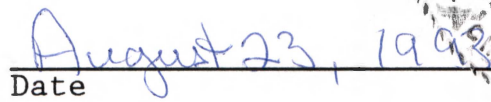
Tod Satterthwaite

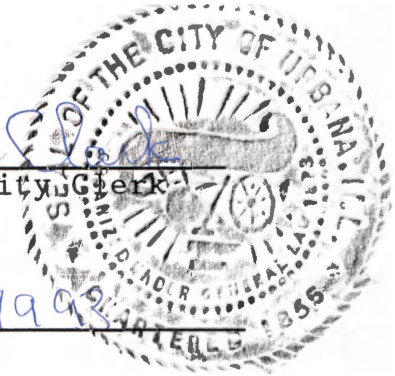
Tod Satterthwaite, Mayor

(pc1505.ord)

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9394-22 AND IS INCORPORATED THEREIN BY REFERENCE.


Phyllis D. Clark, City Clerk


August 23, 1993
Date



ANNEXATION AGREEMENT

(Land Trust 278 - Arcola First National Bank)

THIS AGREEMENT is 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 Arcola First National Bank Land Trust No. 278 (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be the date the Agreement is recorded in the Office of the Champaign County Recorder, as set forth below in Article III, Section 5.

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 (65 ILCS 5/11-15.1-1); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities have held a proper public hearing on this Annexation Agreement on August 16, 1993; and

WHEREAS, Arcola First National Bank Land Trust No. 278 is the Owner of Record of a certain 76.74-acre parcel of real estate located along Illinois Route 30 and having tax parcel number 30-21-22-200-002, the legal description of which real estate is set forth below and in Exhibit A attached hereto, and which real estate is hereinafter referred to as "Tract I" and "Tract II", or collectively as the "Tracts". Tract I is approximately 56.74 acres and Tract II is approximately the southern 20 acres of the original tract, both of which are also described on Exhibit A.

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

WHEREAS, although the Tracts are not yet contiguous to the City of Urbana, said Owner, in order to best utilize his property, finds 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 Annexation Agreement; and

WHEREAS, Tract I is zoned AG-2 Agriculture in Champaign County and pursuant to Article IV, Section IV-5 of the Urbana Zoning Ordinance, said Tract I would automatically be zoned AG Agriculture in the City of Urbana upon the annexation of said Tract I; and

WHEREAS, the Owner has petitioned the Champaign County Zoning Board of Appeals to rezone Tract II from County AG-2 Agriculture to County B-4 General Business as described in Champaign County Zoning Board of Appeals CCZBA Case No. 864-AM-93; and

WHEREAS, if the Champaign County Board approves the rezoning from County AG-2 Agriculture to County B-4 General Business requested in CCZBA Case No. 864-AM-93, Tract II would automatically be zoned B-3 General Business in the City of Urbana upon annexation pursuant to Article IV, Section IV-5 of the Urbana Zoning Ordinance; and

WHEREAS, the Corporate Authorities determine that City AG Agriculture zoning on Tract I and City B-3 General Business zoning on Tract II would allow appropriate uses of the Tracts subject to the terms, limitations, and conditions outlined herein; and

WHEREAS, the Corporate Authorities find annexation of the Tracts 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; 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

The Owner agrees to the following provisions:

Section 1: Owner represents that it is the sole record owner of Tracts I and II described in Exhibit A and that it shall, within five (5) years of the effective date of this Agreement, file a petition in substantially the form attached hereto and marked as Exhibit C with the Clerk of the Circuit Court of Champaign County, Illinois, or, within thirty (30) days of the property becoming contiguous to the Urbana City limits, whichever occurs first, cause Tracts I and II to be annexed to the City of Urbana by filing a legally sufficient annexation petition all in accordance with the Illinois Statutes and shall, until annexation of Tracts I and II described above occurs, require that any persons intending to reside on Tracts I and II described above, prior to residing thereon, to agree to join in and consent to any petition for annexation of such tracts.

Section 2. The Owner acknowledges and agrees that the Owner has submitted a request to the Champaign County Board to rezone Tract II from County AG-2 Agriculture to County B-4 General Business as outlined in Champaign County Board of Appeals Case No. 864-AM-93.

Section 3. The Owner acknowledges and agrees that, if the Champaign County Board grants the rezoning request outlined in CCZBA Case 864-AM-93, Tract II will be automatically converted from County B-4 General Business zoning to City B-3 General Business zoning and Tract I will be automatically converted from County AG-2 Agriculture zoning to City AG Agriculture upon annexation.

The Owner acknowledges that if the County denies the rezoning requested in CCZBA Case 864-AM-93 the Tracts will be automatically converted from County AG-2 Agriculture to City AG Agriculture upon annexation to the City.

Section 4. The Owner acknowledges and agrees that the following land uses, as specified in Table V-1 of the Urbana Zoning Ordinance, shall be prohibited and shall not be constructed, allowed or permitted to operate on the Tracts during the term of this Annexation Agreement, the provisions of the Urbana Zoning Ordinance notwithstanding:

Public and Quasi-Public Facilities - Penal or Correctional Institution;

Commercial Transportation Uses - Motor Bus Station

Residential Uses - Multi-family Dwelling; Community Living Facility, Category III; Home for Adjustment; Hotel or Motel; Bed and Breakfast; Home for the Aged; Nursing Home, Two-unit Common-lot-line dwelling; Multiple-unit Common-lot-line dwelling

Resource Production and Agricultural Uses - Commercial Greenhouse; Greenhouse (not exceeding 1,000 s.ft.); Garden Shop;

Business Uses - Ambulance Service; Barber Shop; Beauty Shop; Self-Service Laundry; Shoe Repair Shop; Tailor and Pressing Shop; Mortuary; Massage Parlor; Medical Carrier Service; Adult Entertainment Uses; Farm Equipment Sales and Service; Feed and Grain (Sales Only); Meat and Fish Market; Supermarket or Grocery Store; Bakery (Less than 2,500 s.ft.); Dairy Store; Confectionery Store; Retail Liquor Sales; Locker or Cold Storage for Individual Use; Automobile, Truck, Trailer or Boat Sales; Mobile Home Sales; Automobile Repair, Major; Gasoline and Service Station; Public Maintenance and Storage Garage; Automobile Washing Facility; Automobile Accessories (New); Building Material Sales (All Indoors Excluding Concrete or Asphalt Mixing); Hardware Store; Electrical or Gas Appliance Sales and Service; Department Store; Apparel Shop; Electronic Sales and Services; Shoe Store; Jewelry Store; Music Store; Drugstore; Antique or Used Furniture Sales and Service; Pet Store; Fuel Oil, Ice, Coal, Wood (Sales Only); Monument Sales (Excludes Stone Cutting); Sporting Goods except as

may be accessory to an recreation facility; Heating, Ventilating, Air Conditioning Sales and Service; Lawn Mower Sales and Service; Art and Craft Stores and Studios; Bait Sales; Billiard Room; Bowling Alley; Indoor Theater; Wholesale Business; Warehouse; Auction Sales (Non-Animal); Convenience Shopping Center/Commercial PUD; General Shopping Center/Commercial PUD; Crematory; Construction Yard; Veterinary Hospital-Small Animal

Section 5. The Owner acknowledges and agrees that the following land uses, as specified in Table V-1 of the Urbana Zoning Ordinance, shall be classified as special uses and shall not be constructed, allowed or permitted to operate on the Tracts during the term of this Annexation Agreement, the provisions of the Urbana Zoning Ordinance notwithstanding, unless and until a special use permit has been duly approved by the Corporate Authorities in accord with the procedures specified in the Urbana Zoning Ordinance:

Industrial Uses - Confectionery Products Manufacturing and Packaging; Engineering, Laboratory, Scientific and Research Instruments Manufacturing; Surgical, Medical, Dental and Mortuary Instruments and Supplies Manufacturing; Printing and Publishing Plants for Newspapers, Periodicals, Books, Stationery, and Commercial Printing; Bookbinding; Motion Picture Production Studio; Non-Profit or Governmental, Educational and Research Agencies.

Section 6. The Owner agrees to submit a general area plan and final subdivision plats for the Tracts 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 land uses on the Tracts. Such general area plan and final plats shall conform to all requirements of the Subdivision Code except as otherwise stipulated herein.

Section 7. The Owner agrees it is its current intent to develop Tract II in substantial conformance to the conceptual plan attached as Exhibit D. The conceptual design shown in Exhibit D may be amended as development proceeds and as additional engineering information is gathered, provided the amendments adhere to the general intent of the conceptual plan shown in Exhibit D.

Section 8. The Owner acknowledges that the Corporate Authorities have agreed to make their best efforts to make available to a qualified applicant a Class A Liquor license for a restaurant upon the annexation of Tract II.

Section 9. The Owner 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 Owner and the City.

Section 10. The Owner agrees and hereby stipulates 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 11. The Owner agrees 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 approval of a proper subdivision or development plat of the Tracts in accordance with Chapter 21 of the Urbana 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 to be acceptable to the Owner, in which case the revised ordinance(s) shall apply, and except as otherwise stipulated herein.

Section 12. The Owner agrees 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 stipulated herein. The Owner agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay the building permit fee just as though the construction were taking place within the Urbana City limits. The Owner further agrees to correct any deficiencies identified in said plan review. In addition, the Owner agrees that all construction will be subject to the same building and construction inspection requirements as construction projects within the City.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

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 from the Owner, 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 land within the Tracts and will constitute an obligation upon subsequent owners to annex into the City of Urbana. This provision governing annexation and future obligations shall be included in covenants and shall run with the land. The Corporate Authorities agree that nothing in this Agreement shall preclude the voluntary annexation of property by subsequent property owners.

Section 2. The Corporate Authorities acknowledge and agree that the Owner has submitted a request to the Champaign County Board to rezone Tract II from County AG-2 Agriculture to County B-4 General Business as outlined in Champaign County Board of Appeals Case No. 864-AM-93.

Section 3. The Corporate Authorities acknowledge and agree that, if the Champaign County Board grants the rezoning request outlined in CCZBA Case 864-AM-93, Tract II will be automatically converted from County B-4 General Business zoning to City B-3 General Business zoning and Tract I will be automatically converted from County AG-2 Agriculture zoning to City AG Agriculture upon annexation.

The Corporate Authorities acknowledge that if the County denies the rezoning requested in CCZBA Case 864-AM-93 the Tracts will be automatically converted from County AG-2 Agriculture to City AG Agriculture upon annexation to the City.

Section 4. The Corporate Authorities agree to make their best efforts to make available to a qualified applicant a Class A Liquor License for a restaurant upon the annexation of Tract II.

Section 5. The Corporate Authorities acknowledge and agree with the Owner that land uses on the Tracts shall be restricted as listed in Section 4 and Section 5 of Article I of this Agreement.

Section 6. The Corporate Authorities agree that the design depicted on the attached conceptual 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 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 Owner and the City.

Section 8. The Corporate Authorities agree to expeditiously approve any final subdivision plats of said Tracts that may be submitted by the Owner in the future and which conform to the requirements of the City's Subdivision Code.

Section 9. The Corporate Authorities find and determine that all existing improvements and land uses on the Tracts when they are 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 Tracts, 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.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective 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 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 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 Owner 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 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 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. Effective Date -- 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 effective date of this Agreement shall be the date it is recorded.

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 written below.

**CORPORATE AUTHORITIES
CITY OF URBANA**

Tod Satterthwaite
Tod Satterthwaite, Mayor

September 7, 1993
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
CITY CLERK

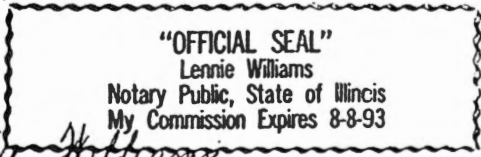
September 8, 1993
Date

OWNER:

James R. Clark T.O.
Trustee,
Arcola First National Bank
Land Trust No. 2789

July 19, 1993
Date

ATTEST:



Lennie Williams
Notary Public

7-19-93
Date

- Attachments:** Exhibit A - Legal Descriptions of Tracts
Exhibit B - Location Map
Exhibit C - Annexation Petition
Exhibit D - Conceptual Site Plan

(ott3d.agt)

TRACT I:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The South 20 Acres thereof, and

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel Containing 56.74 Acres, more or less, all situated in Champaign County, Illinois.

TRACT II:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The South 20 Acres of the East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

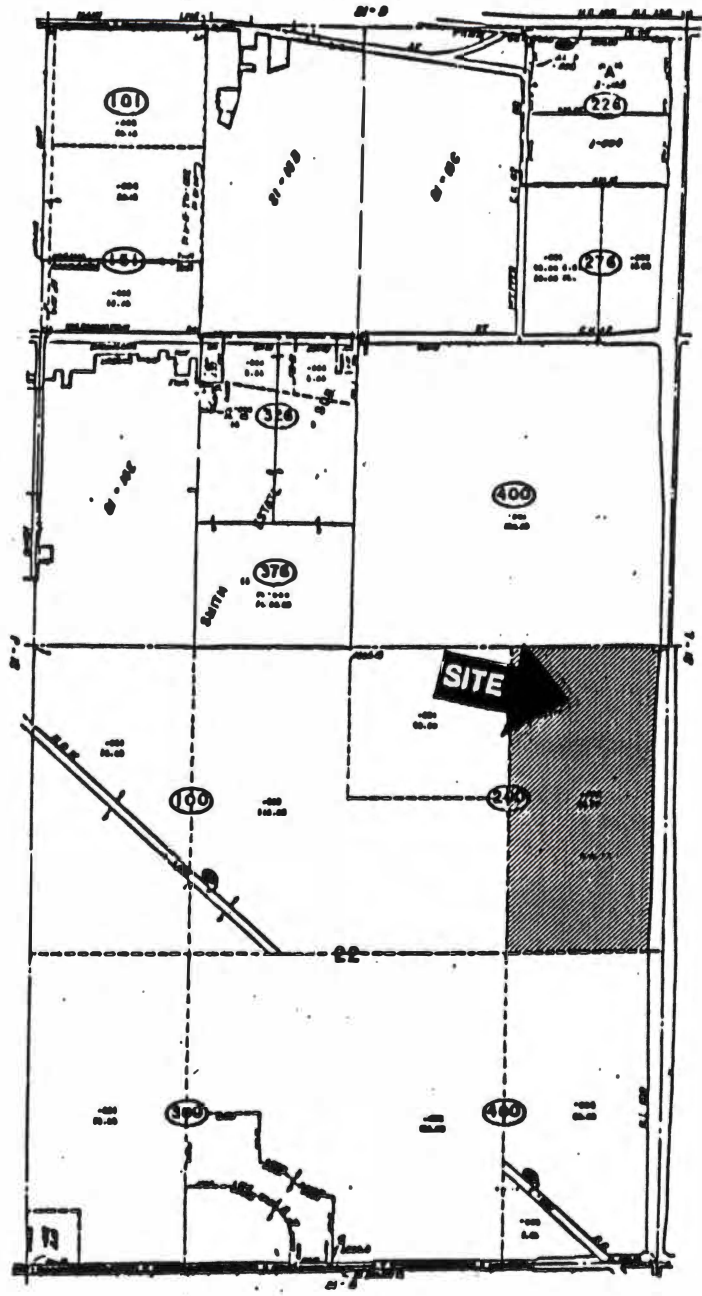
The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel Containing 20.00 Acres, all situated in Champaign County, Illinois.

GENERAL LOCATION MAP

Exhibit B - Location Map

1946 0170



CITY OF URBANA

COMMUNITY DEVELOPMENT SERVICES

PLANNING DIVISION

TITLE: Annexation Agreement
Arcola First National Bank-Tr. 278

PLAN CASE NO: 1505-A-93

DATE: 8/93



**Petition to the Circuit Court of Champaign County
for Annexation to**

**THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS**

The Petitioner, ARCOLA FIRST NATIONAL BANK as Trustee under Trust Agreement known as Trust No. 278, respectfully requests the Circuit Court of Champaign County to submit the question of annexation of the following described territory to the corporate authorities of the City of Urbana, Illinois.

TRACT A:

(Permanent Tax Identification Number 30-21-22-200-002)

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel Containing 76.74 Acres, more or less, all situated in Champaign County, Illinois.

Together with the following described adjacent public Right-of-Way which is by operation of the law automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

Highcross Road, FA 808 (Illinois Route 130), right-of-way,

Said Right-of-Way containing 9.39 Acres, more or less.

PETITIONER RESPECTFULLY REQUESTS:

That the above described Tracts be annexed to the City of Urbana by ordinance of the Mayor and City Council of the City of Urbana, pursuant to Chapter 65 ILCS 5/7-1-2 et seq of the Illinois Municipal Code of the State of Illinois, as amended.

Dated this _____ day of _____, 1993.

OWNER:

**ARCOLA FIRST NATIONAL BANK
as Trustee under Trust Agreement
known as Trust No. 278**

By: _____
Trust Officer

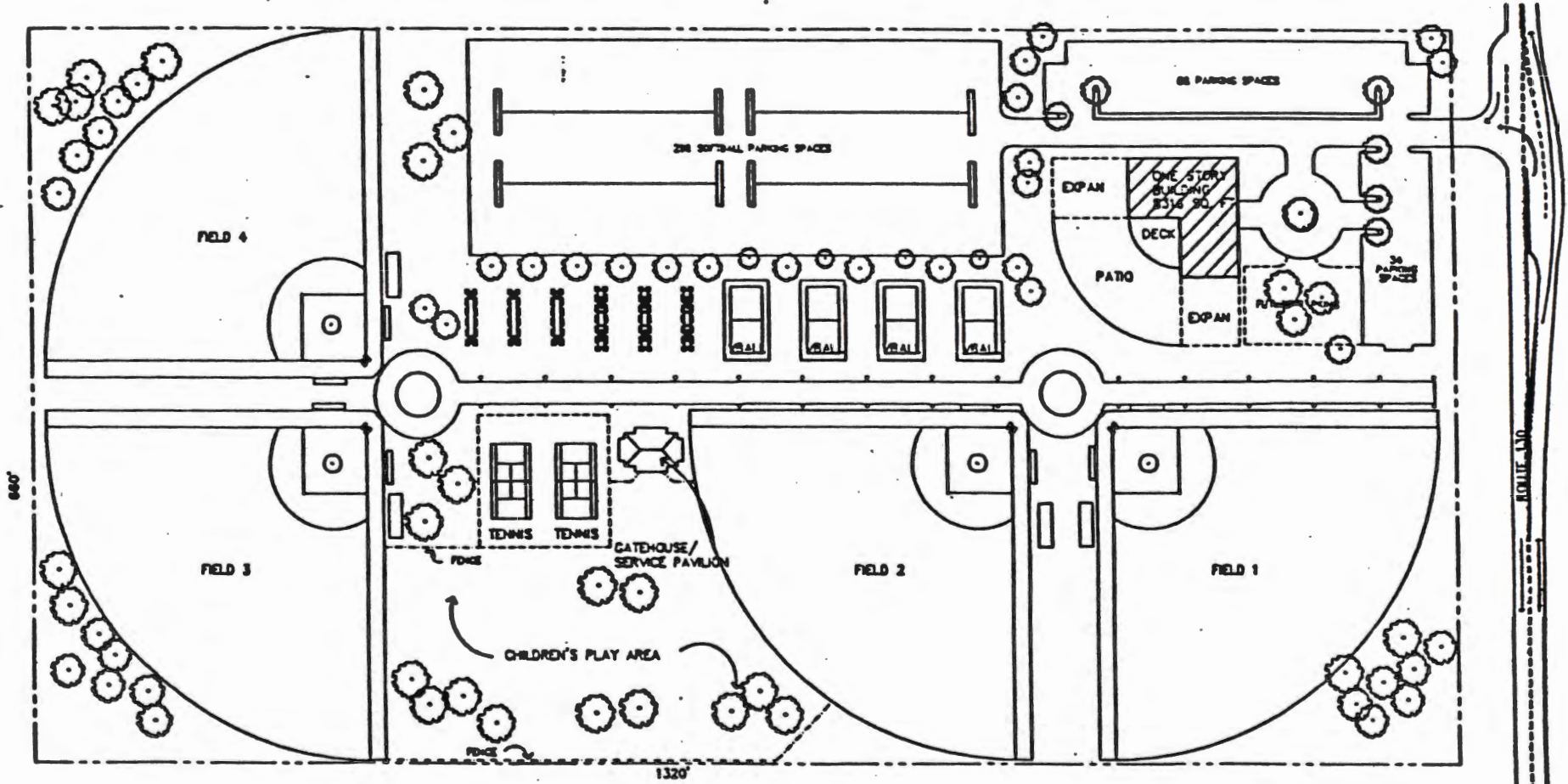
ATTEST:

Subscribed and sworn to before me this

_____ day of _____, 19__, A.D.

Notary Public

My Commission Expires: _____



AS



SCHEMATIC SITE PLAN
 SCALE 1" = 100'-0"
 JULY 07, 1963

