

ORDINANCE NO. 9495-115

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

(Tatman's Auto Service Center / 1602 and 1604 N. Cunningham Avenue)

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 Carroll 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 June 6, 1995, that this Ordinance would be voted upon at the regular meeting of this Council at 7:30 p.m., Monday, June 19, 1995, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 7th day of June, 1995; 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, the territory to be annexed by this Ordinance is presently located within Champaign County's B-4 General Business zoning district and upon annexation will be

THIS ORDINANCE CONSISTS OF 5 PAGES.

automatically classified B-3 General Business in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance and as provided for in an annexation agreement approved and authorized by an Ordinance passed by the Urbana City Council on June 19, 1995; and

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

WHEREAS, the territory to be annexed is subject to an annexation agreement which was approved by the Urbana City Council at its regular meeting on June 19, 1995; 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 1

Lot 3 of a Subdivision of the South West 1/4 of the South West 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, and also, commencing at the South West corner of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, and running thence East along Section line 410.77 feet to the East right of way line of SBI Route No. 25, Federal Rt. No. 45; thence North 65 degrees 14 1/2 minutes East along said East right of way 181.70 feet to the true point of beginning; continuing along said East right of way line North 65 degrees

14 1/2 minutes East 50 feet; thence East 138.24 feet; thence South 0 degrees 32 minutes West 45.40 feet; thence West 159.69 feet to the point of beginning, being a portion of the South West 1/4 of the South West 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, all situated in Champaign County, Illinois.

Tract 2

A tract of ground being a part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, the boundary of which is described as follows:

From the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 4, proceed South 89 degrees, 04 minutes, 42 seconds West 544.58 feet along the South line of said Section 4; thence North 01 degrees, 58 minutes, 47 seconds West 165.00 feet to the true point of beginning; thence South 89 degrees, 04 minutes, 42 seconds West 132.31 feet; thence North 01 degrees, 58 minutes, 47 seconds West 45.54 feet; thence South 89 degrees, 04 minutes, 42 seconds West 137.69 feet to the Easterly right of way line of U. S. Route 45 (Cunningham Avenue); thence North 23 degrees, 52 minutes, 00 seconds East 191.27 feet along said right of way; thence South 66 degrees, 08 minutes, 00 seconds East 207.30 feet; thence South 01 degrees, 58 minutes, 47 seconds East 132.30 feet to the true point of beginning, situated in Champaign County, Illinois.

Said Tracts containing 1.59 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:

That portion of Cunningham Avenue Right-of-Way that lies adjacent to the above described Tracts, encompassing 0.51 acre, more or less.

All situated in Champaign, County, Illinois.

commonly known for reference as 1602 N. Cunningham Avenue and 1604 N. Cunningham Avenue, Urbana, Illinois, be and the same is hereby annexed to the City of Urbana, Illinois. The above-described parcels, prior to annexation, have the parcel index numbers 30-21-04-352-007 and

30-21-04-352-016 , and following annexation the said parcels should bear the parcel index numbers 91-21-04-352-007 and 91-21-04-352-016 . respectively.

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. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as B-3 General Business in accordance the Annexation Agreement passed by the Urbana City Council on June 19, 1995.

Section 4. This Ordinance shall be in full force and effect from after its passage and recording as provided by law.

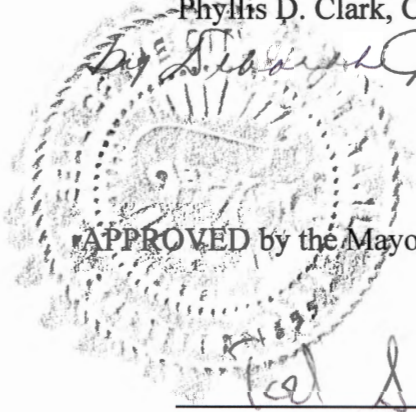
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of June , 1995 , A.D.

PASSED by the City Council this 19th day of June, 1995.

Phyllis D. Clark

Phyllis D. Clark, City Clerk

By: [Signature] Robert, Deputy Clerk



APPROVED by the Mayor this 20th day of June, 1995.

[Signature]

Tod Satterthwaite, Mayor

AYES: Hayes, Patt, Pollock, Singer, Taylor, Whelan

NAYS:

ABSTAIN:

**An Annexation Agreement between the City of Urbana and First Busey Trust
and Investment Co. Under a Trust Agreement No. 2125
1602 and 1604 N. Cunningham Avenue**

THIS Agreement is made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and First Busey Trust & Investment Company, as Trustee under a trust agreement known as No. 2125 (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

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, First Busey Trust & Investment Company, as Trustee under a trust agreement known as No. 2125 is the Owner of record of a certain 1.59 acre parcel of real estate located at the northeast corner of Perkins Road and U.S. Route 45, and having permanent index numbers 30-21-04-352-016 and 30-21-04-352-007, the legal description of which real estate is set form in Exhibit A attached hereto and referenced herein as "the tracts".

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.

WHEREAS, although the tracts are not yet contiguous to the City of Urbana, said Owner finds that in order to best utilize the Owner's property, it is desirable to annex the tracts to the City of Urbana pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the City and the Owner find it necessary and desirable that the tracts be annexed to the City with a zoning classification of B-3 General Business, under the terms and provision of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; 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: The Owner represents that the Owner is the sole record Owner of the tracts described in Exhibit A and that the Owner shall, within thirty (30) days of the date of the Corporate Authorities approve this agreement, cause the tracts to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the subject tracts occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owner the appropriate form to satisfy this obligation.)

Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for a subdivision, the Owner agrees that the substance of these provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land. The Owner agrees for himself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. Owner agrees that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

In the event the tracts are subdivided, this provision governing annexation and future obligations shall be included in covenants and shall run with the land.

Section 2: The Owner agrees to accept the direct conversion of Champaign County zoning from B-4 General Commercial to City of Urbana B-3 General Business zoning classification as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation. Furthermore, the Owner agrees to abide by all applicable development regulations existing at the time of annexation.

Section 3: 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.

Said action includes petitioning for a county rezoning of said tracts without a written amendment to this Agreement.

Section 4: The Owner agrees to cause all new development, construction, or additions on said tracts to be in conformance with all City of Urbana Codes and Ordinances if the tract is within the City limits at any point during the time of construction. If the Owner commences prior to annexation, the Owner agrees to cause all new development, construction, or additions on said tracts to be in conformance with the City of Urbana construction building, electrical, fire, mechanical and plumbing codes, orders or regulations in effect at the time of annexation. If construction commences prior to annexation, the Owner further agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay all plan review and building permit fees just as though the construction were taking place within the Urbana City limits. The Owner further agree 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 limits.

Section 5: The Owner agrees that any buildings or structures, other than single-family or agricultural structures, existing at the time of annexation and not new construction subject to Article I. Section 4 above, must be brought into conformance with the City of Urbana Existing Structures Code in a time frame agreed to by the City of Urbana Community Development Director , except that any immediate health or life safety threats must be brought into compliance immediately.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to 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.

Section 2: The Corporate Authorities agree that the tracts will be zoned B-3 General Business per the conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tracts. Furthermore, the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change. If the zoning district referenced herein is not in existence at the time of the annexation, the parties agree to reclassify said property to the most comparable zoning classification as is determined by the Zoning Administrator.

Section 3: The Corporate Authorities agree to petition the State of Illinois for the extension of the City of Urbana's Enterprise Zone to include the subject tracts.

Section 4: The Corporate Authorities hereby approve the attached site plan for the proposed development.

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 of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. 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 shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, its successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein 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. Binding Agreement upon parties -- The Corporate Authorities and Owner agree that neither party will 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 4. Enforcement -- The Owner and Corporate Authorities agree and hereby stipulate that no 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 5. 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 even without the invalid provision.

Section 6. 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; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

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:

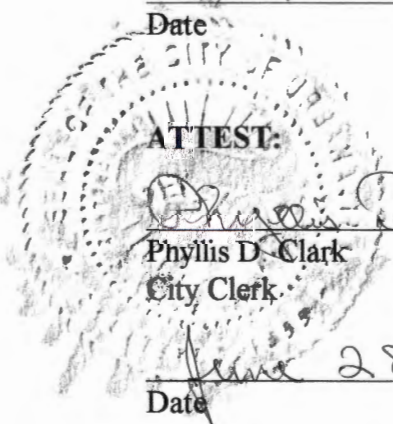
Owner: First Busey Trust & Co.
Trust Agreement No. 2125

Tod Satterthwaite
Tod Satterthwaite, Mayor

Elizabeth B. Bopp
Trustee Sr V.P. + Trust Officer

6/28/95
Date

6/8/95
Date



ATTEST:
Phyllis D. Clark
Phyllis D. Clark
City Clerk
June 28, 1995
Date

ATTEST:
Jeresa M. Marsh
~~Notary Public~~ Ass't Corp. Sec'y
6/8/95
Date



Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Descriptions
- Exhibit B: Location Map

Exhibit A

Legal Descriptions

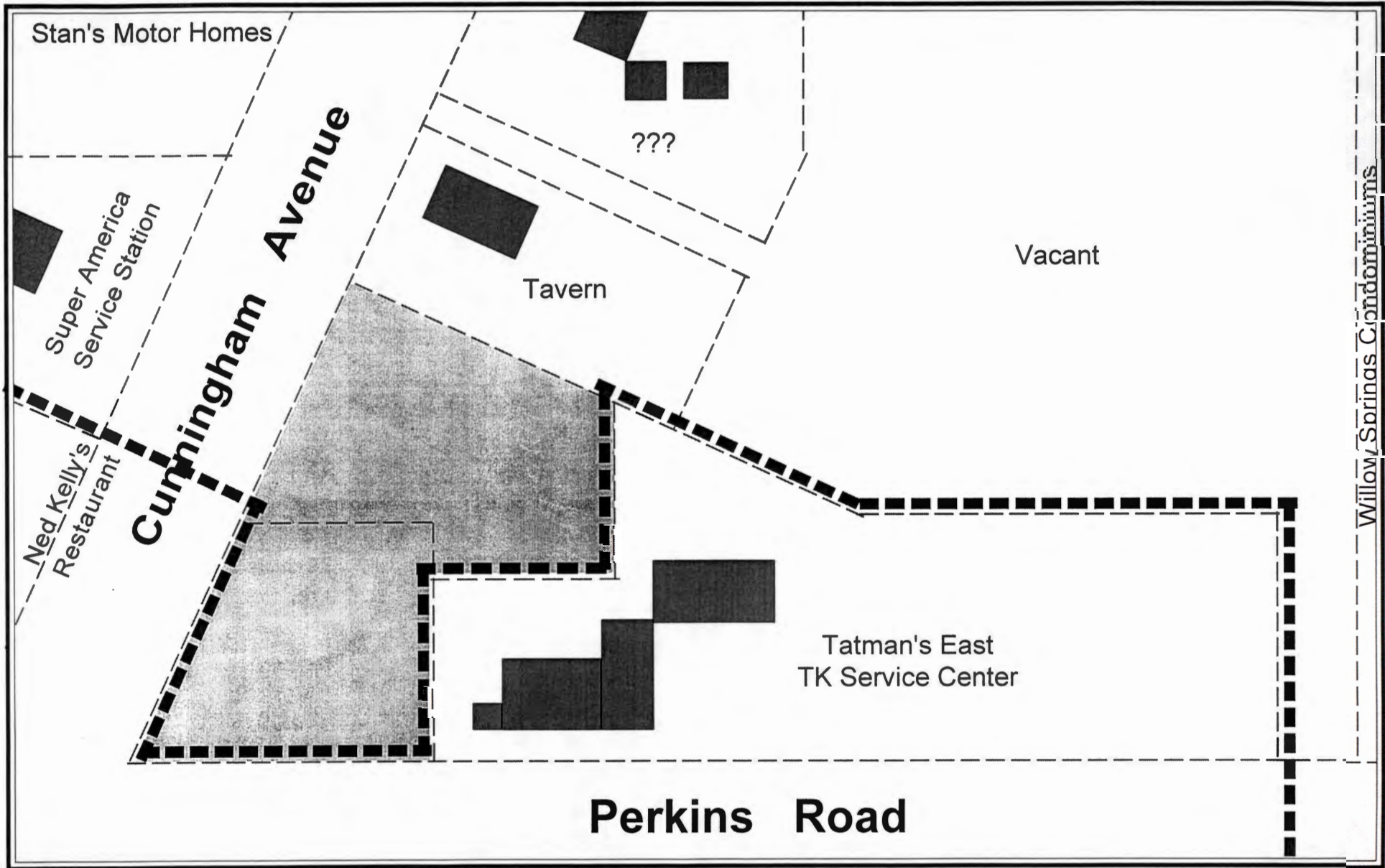
1602 (Hitchin's)

Lot 3 of a Subdivision of the South West 1/4 of the South West 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, and also, commencing at the South West corner of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, and running thence East along Section line 410.77 feet to the East right of way line of SBI Route No. 25, Federal Rt. No. 45; thence North 65 degrees 14 1/2 minutes East along said East right of way 181.70 feet to the true point of beginning; continuing along said East right of way line North 65 degrees 14 1/2 minutes East 50 feet; thence East 138.24 feet; thence South 0 degrees 32 minutes West 45.40 feet; thence West 159.69 feet to the point of beginning, being a portion of the South West 1/4 of the South West 1/4 of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, all situated in Champaign County, Illinois.

1604 (Church)

A tract of ground being a part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, the boundary of which is described as follows:

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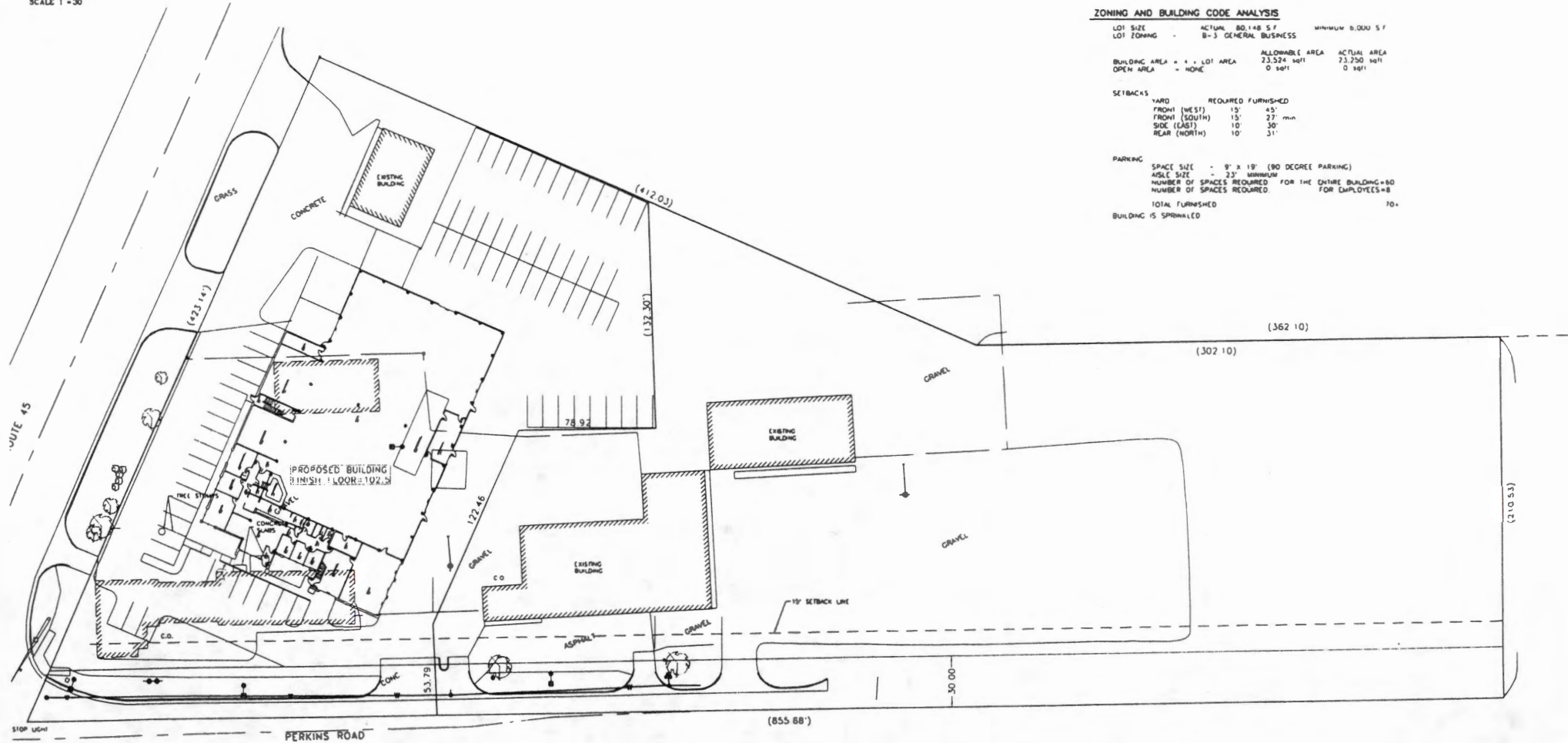
Proposed Annexation
Tatman East Auto Center Expansion Plan

May 8, 1995

SCALE: 1" = 400'



TATMANS CARSTAR EAST



BUILDING CODE

BOCA 1990

USE GROUPS S-1 STORAGE MODERATE

CONSTRUCTION TYPE 2C (UNPROTECTED NON-COMBUSTIBLE)

REQUIREMENTS

EXTERIOR WALLS (EXCEPT WEST)	0 HR RATING
EXTERIOR WEST WALL	0 HR RATING
OPENINGS (WEST WALL)	0 HR RATING FOR UP TO 10% OF WALL
STAIRWAY WALLS	2 HR RATING
INTERIOR WALLS	0 HR RATING
ROOF STRUCTURE	0 HR RATING

AREA ALLOWED

75' x 2 1/2' x 8,400	8,400	BASE NUMBER
700% INCREASE	12,600	STREET FRONTAGE INCREASE
	18,800	S.F. SPRINKLER INCREASE
	37,800	NET TOTAL

AREA OF PROPOSED BUILDING 19,280 S.F. 1ST FLR OK
 AREA OF PROPOSED BUILDING 5,370 S.F. 2ND FLR OK

STRUCTURAL NOTES

ROOF DESIGN LOADS	OFFICE DESIGN LOADS	STAIRWAY DESIGN LOADS	STORAGE DESIGN LOADS
30 PSF SNOW	50 PSF LIVE	80 PSF LIVE	200 PSF LIVE
11 PSF ROOFING	20 PSF PARTITION	7 PSF FLOORING	80 PSF PRECAST & TOPPING
4 PSF DECK AND INSULATION	7 PSF FLOORING	80 PSF PRECAST+TOPPING	3 PSF CEILING
4 PSF JOISTS	80 PSF PRECAST+TOPPING	3 PSF CEILING	288 PSF TOTAL LOAD
3 PSF CEILING & LIGHTING	3 PSF CEILING	170 PSF TOTAL LOAD	
3 PSF MECHANICAL AND MISC	215 PSF TOTAL LOAD		
55 PSF TOTAL LOAD			

WIND LOADING

ZONING AND BUILDING CODE ANALYSIS

LOT SIZE	ACTUAL 80,148 S.F.	MINIMUM 8,000 S.F.
LOT ZONING	B-3 GENERAL BUSINESS	
BUILDING AREA = + LOT AREA	ALLOWABLE AREA 23,250 sqft	ACTUAL AREA 23,250 sqft
OPEN AREA = NONE	0 sqft	0 sqft

SETBACKS

YARD FROM (WEST)	REQUIRED 15'	FURNISHED 45'
FRONT (SOUTH)	15'	27' min
SIDE (EAST)	10'	30'
REAR (NORTH)	10'	31'

PARKING

SPACE SIZE	9' x 18' (90 DEGREE PARKING)
ASLE SIZE	23' MINIMUM
NUMBER OF SPACES REQUIRED FOR THE ENTIRE BUILDING	80
NUMBER OF SPACES REQUIRED FOR EMPLOYEES	8
TOTAL FURNISHED	70+

BUILDING IS SPRINKLED