

ORDINANCE NO. 9697-21

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE TRUST ESTATE OF RUTH E. SMITH AND SMITH FARM LIMITED PARTNERSHIP

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

Section 1. That an Agreement by and between the City of Urbana and the Trust Estate of Ruth E. Smith and Smith Farm Limited Partnership, in the form of the copy of said Agreement attached hereto 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 authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 22nd day of January, 1997.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan, and Mayor Satterthwaite

NAYS:

ABSTAINED:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 22nd day of January, 1997.

Tod Satterthwaite
Tod Satterthwaite, Mayor

Smith Farm Annexation Agreement

THIS Agreement, is made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Smith Farm Limited Partnership (hereinafter referred to as "Optionor"), and Shari Wolfe, as Trustee of the Trust Estate of Ruth E. Smith (hereinafter referred to as the "Owners"). 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, Trust Estate of Ruth E. Smith are the Owners of record of a certain twenty-nine and one-quarter (29 1/4) acre parcel of real estate located at 2205 East Main Street, Urbana, Illinois, and having permanent index numbers _____, the legal description of which real estate is set form in Exhibit A attached hereto and referenced herein as "the tract "; and

WHEREAS, Smith Farm Limited Partnership holds an option on a part of said tract and has a legal interest therein; and

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, said Owners and Optionor find that in order to best utilize the Owners' and Optionor's property, it is desirous to annex the tract to the City of Urbana

WHEREAS, the tract is currently zoned a combination of R-3 Two Family Residence and R-4 Multiple Family Residence in Champaign County and would directly convert to City R-4 Multiple Family Residential and R-3 Single and Two Family Residential upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, the parties agree that the tract shall be best utilized if rezoned to City R-4 Multiple Family Residential, R-3 Single and Two Family Residential and B-3 General Business with restrictions; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City R-4 Multiple Family Residential, R-3 Single and Two Family Residential and B-3 General Business reflects the goals, objectives and policies set forth in the 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 Owners and Optionor desire 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 PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS AND OPTIONOR

The Owners and Optionor agree to the following provisions:

Section 1. Annexation: The Owners represent that the Owners are the sole record Owners of the tract described in Exhibit A subject to the option held by Optionor and that the Owners and Optionor shall, within thirty (30) days of the date of the Corporate Authorities approval of this agreement, cause the tract 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 tract occurs, Owners and Optionor 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 Owners and Optionor shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owners and Optionor the appropriate form to satisfy this obligation.)

Owners and Optionor further agree 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 Owners and Optionor agree 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 Owners and Optionor agree for themselves, 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. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2. Zoning: The Owners and Optionor agree and acknowledge that upon annexation, the tract will be converted as illustrated on Exhibit B from County R-3 Two Family Residence

and R-4 Multiple Family Residence to City R-4 Multiple Family Residential, R-3 Single and Two Family Residential and B-3 General Business, with restrictions as described herein. Owners and Optionor further agree that said zoning will remain in effect for the term of this Agreement, as it may be amended from time to time until such time as the City develops an Office Park Zoning District at which time that portion of the tract zoned B-3 will be rezoned to said district. Furthermore, the Owners and Optionor agree to abide by all applicable development regulations existing at the time of annexation.

The Owners and Optionor further agree that, until the creation of an Office Park Zoning District and the rezoning of the property to be rezoned B-3, pursuant to this Agreement, to such new Office Park Zoning District category, the uses on the property to be zoned B-3 General Business will be restricted to the following:

Public Park, Barber Shop, Beauty Shop, Dry Cleaning or Laundry Establishment, Laundry and/or Dry Cleaning Pick-up, Shoe Repair Shop, Tailor and Pressing Shop, Bank or Savings And Loan Association, Professional and Business Office, Bookstore, Stationery-Gift Shop-Art Supplies Cafe, Confectionery Store, Dairy Store Antique or Used Furniture Sales and Service

Section 3. Actions: The Owners and Optionor shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owners and Optionor and the City. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

Section 4. Building Code Compliance: The Owners and Optionor agree that all new development, construction, or additions on said tract will be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation.

Section 5. Sales Tax Information: The Owners and Optionor agree to provide the City with sales tax information reasonably necessary for the City to determine payments owed by the City to Champaign County, if any, as the result of annexation of the tract.

Section 6. Construction of Streets: The Owners and Optionor agree and acknowledge that they are required to construct Smith Road through the property which they respectively own from Main Street to the southern most boundary of the tract as generally illustrated on the attached general area plan in Exhibit D. Said construction may occur in phases as portions of the tract are final platted. Th parties agree that the Optionor’s requirement to construct Smith Road with respect to its multifamily development on the western portion of the tract shall be limited to an extension of Smith Road for a distance of 625 lineal feet. Thereafter, the responsibility to construct Smith Road an additional approximately 400 lineal feet to the souther most boundary of

the tract shall be the sole responsibility of the Owners or their successors and assigns with respect to that portion of the tract located to the east of Smith Road.

In addition, the parties acknowledge and agree that access drives and streets serving the proposed individual multiple family buildings will be privately owned and maintained, but will be constructed in accordance with public street standards as defined in the City of Urbana Subdivision and Land Development Code.

Section 7. Resident Management. The Optionor agrees that as long as said development is rental property, there will be a resident manager on site to manage the property and tenant issues.

Section 8. Tenant Screening. The City acknowledges that it is interested in making the best rental properties available to the Citizens of the City of Urbana. The Optionor agrees that any prospective tenants will submit applications for apartment rental for consideration by the Optionor. The Optionor will then investigate prospective tenants, including obtaining references from previous landlords, and conducting financial investigations.

Section 9. Occupancy. The Optionor agrees and acknowledges that no temporary certificate of occupancy will be issued for said rental properties. Occupancy will only be allowed for any given building upon the completion of all construction, landscaping and site work required per the approved building and site plans for such building.

Section 10. Maintenance. The Optionor agrees and acknowledges that they will maintain the property in good condition and that any inadequate maintenance or disrepair will be corrected within thirty (30) days of the City's Building Safety Division Manager's request to do so or the City may revoke the Certificate of Occupancy for said building.

Section 11. Site Development. The Optionor agrees that the tract will be developed in substantial conformance to the general area plan attached as Exhibit D.

Section 12. Sidewalk Construction on Main Street. The Optionor's agree to construct sidewalk on the south side of Main Street adjacent to the tract per the City of Urbana Subdivision and Land Development Code.

Section 13. Right-of-way Dedication. The Optionor and Owners agree to dedicate additional right-of-way along Main Street and at the intersection of Smith Road and Main Street to accommodate necessary intersection design.

Section 14. Multi-purpose Path. The Optionor agrees to construct an eight foot multi-purpose path through the development as illustrated on the attached site plan and connecting to Elm Street on the eastern boundary of this project. Owners or owners' successors may relocate said path to the south 8 feet of the tract to be zoned R-3 hereunder upon the completion of the construction of Smith Road to the South end of the tract to be annexed hereunder.

Section 15. Park Property. The Optionor agrees to dedicated up to three (3) acres of property to the Urbana Park District if the Strube estate or subsequent owners agree to dedicate sufficient adjoining property to create a five acre park and if the Urbana Park District agrees to take such dedication within five years of the date of this agreement.

Section 16. Tax Appeal. The Optionor agrees not to appeal any property tax assessment based upon a value of \$40,000 per unit or less for the intended residential development, said value to be increased by two percent (2%) per year for the term of this agreement.

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 tract 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 Owners and Optionor, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2: The Corporate Authorities agree that the tract will be zoned, as illustrated on Exhibit B, City R-4 Multiple Family Residential, R-3 Single and Two Family Residential and B-3 General Business, with restrictions as described herein and as defined in the City of Urbana Ordinance as such exists at the time of annexation of tract. Furthermore, the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owners and Optionor requesting said change except as otherwise agreed to herein.

Section 3: The Corporate Authorities agree to grant an extended approval of the preliminary plat of said development. The preliminary plat of said development shall be valid for a period of five (5) 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 4: The Corporate Authorities agree that sidewalks along Smith Road will not be required on both sides of the street, but rather an eight foot multi-purpose path will be constructed by the Developer along the western side of Smith Road. In addition, sidewalks will only be required along the southern side of the cul-de-sac street in the R-3 area.

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 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.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners and Optionor, their 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.

The parties further agree, however, that if the Optionor does not purchase said property by October 31, 1997, this Agreement is null and void.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life 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 Owners and specifically including Optionor as to all or any part of the tract, 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 Owners and Optionor agree that neither party will take action or 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 without first procuring a written amendment to this Agreement duly executed by both the Owners and Optionor and the city.

Section 4. Enforcement -- The Owners and Optionor 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 and Optionor, the city may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

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 Owners and Optionor 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 Owners and Optionor 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

2/5/97
Date



Phyllis D. Clark
Phyllis D. Clark, City Clerk

2/5/97
Date

Owners:

Shari Wolfe, Trustee
Shari Wolfe, Trustee
Trust Estate of Ruth E. Smith

2/4/97
Date

Attest:

Georgia Wallace
Notary Public



11-30-98

Optionor

Scott Lane, general partner
Smith Farm Limited Partnership

1/29/97
Date

Attest:

Lori Ogarek
Notary Public



Exhibits

Exhibit A - Legal Description of Tract

Exhibit B - Map of Tract

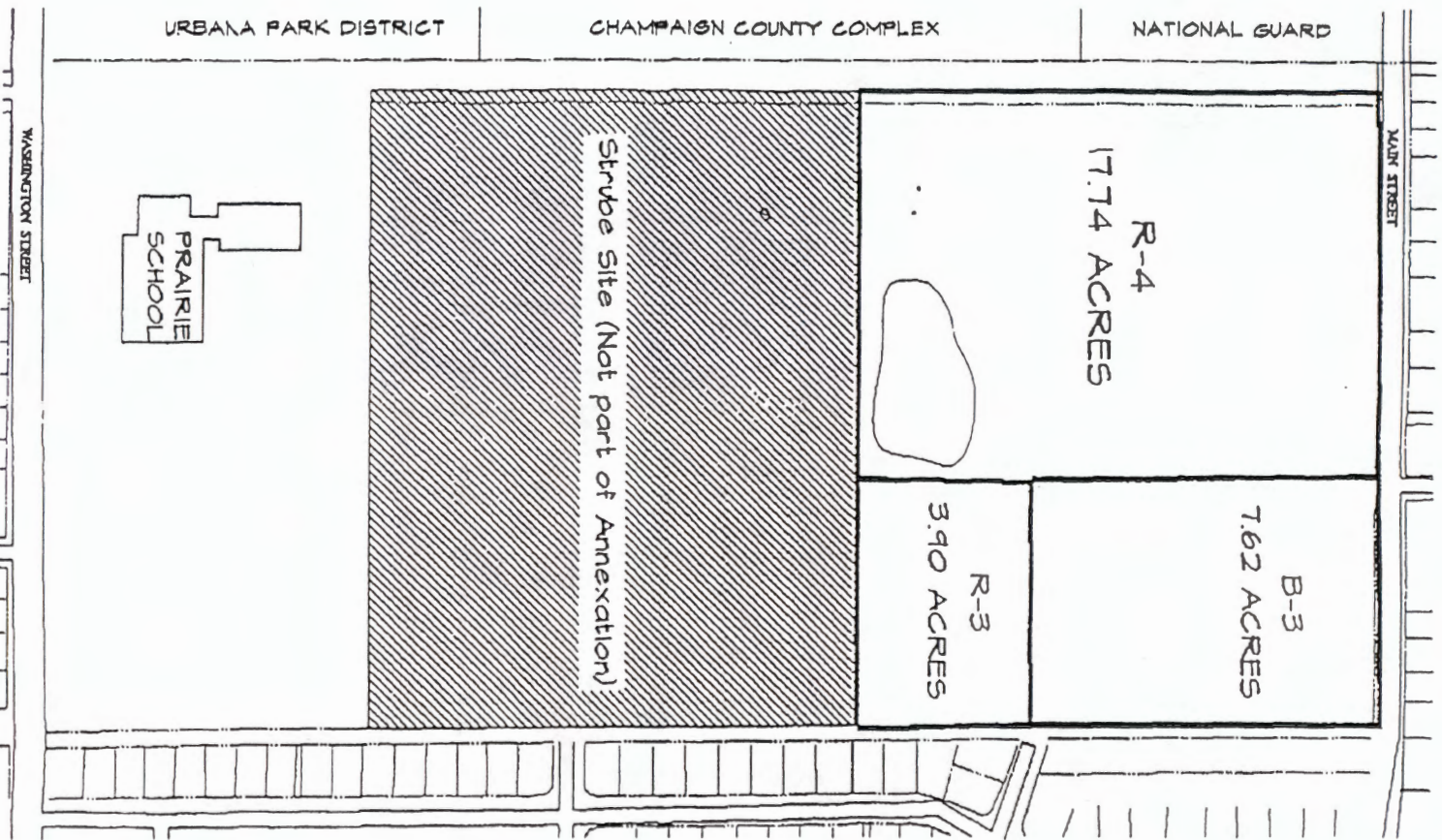
Exhibit C - Zoning Designation of Tracts

Exhibit D - General Area Plan

Exhibit A

Legal Description of Entire Tract

Commencing from the northwest corner of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian east 60 feet along the North line of said quarter of the point of beginning, thence east 1245.52 feet, thence south 1024.29 feet, thence west 1246.41 feet, thence north 1024.29 feet to the point of beginning, all in Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, State of Illinois.

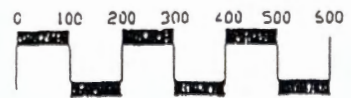


SITE INFORMATION

TYPICAL HEIGHT-OR-LOW WIDTH OF GARAGE
TYPICAL FURNISHMENT WIDTH - X PUBLIC ROADS
TYPICAL FURNISHMENT WIDTH - X PRIVATE ROADS

2 MULTI-FAMILY STRUCTURES PER LOT
1 SINGLE FAMILY LOTS 800' 100' 80' FT
800' REQUIRES FOOT OFFICE

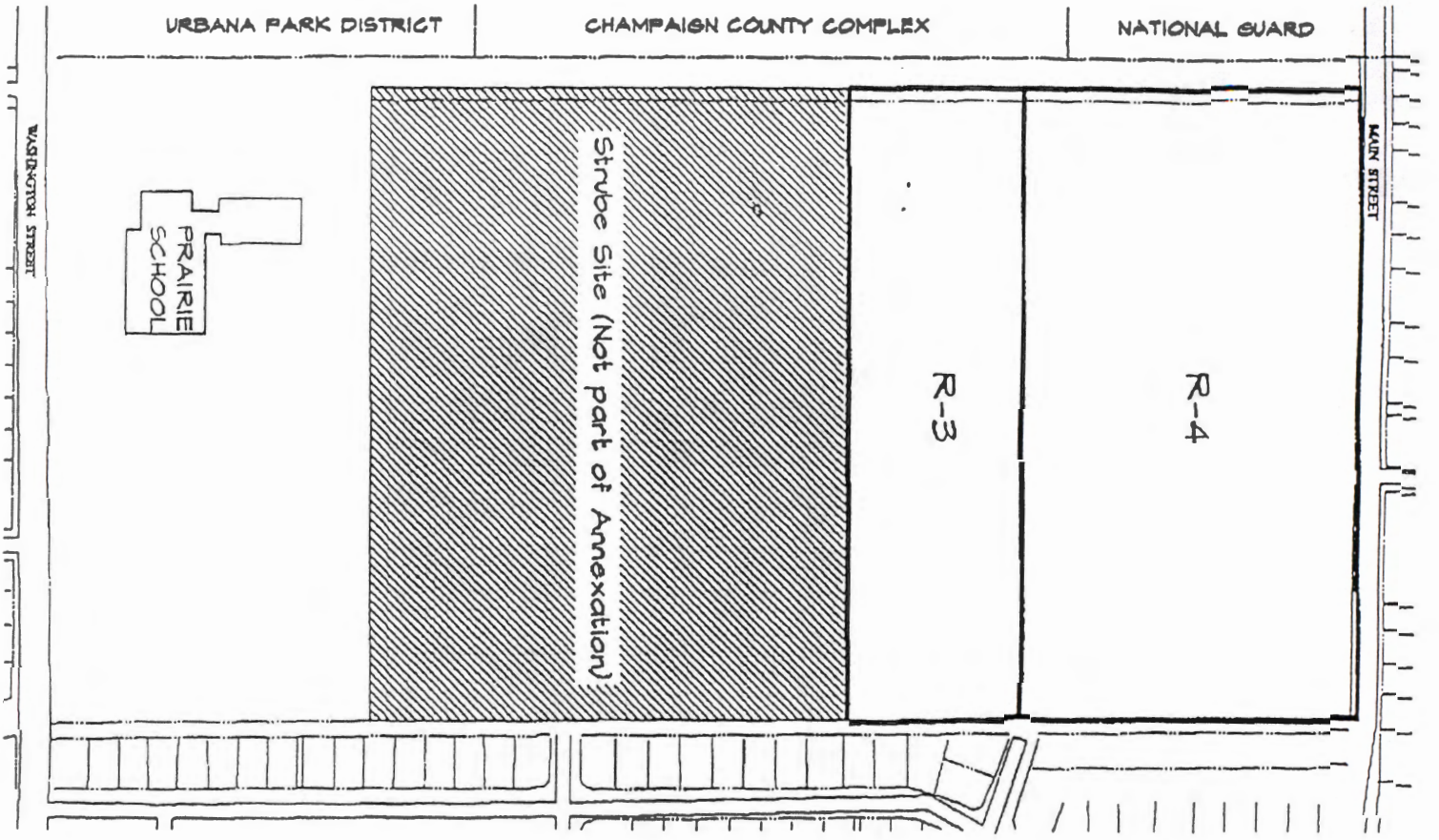
REQUESTED ZONING - R-4 FOR MULTI-FAMILY, B-3 FOR OFFICE, R-1 FOR SINGLE FAMILY



SCALE: 1" = 100'-0"
DATE: 11/12/1996

SMITH PROPERTY
URBANA, ILLINOIS
EXHIBIT B
PROPOSED ZONING

COMMUNITY ECONOMIC
REDEVELOPMENT CORPORATION
5519 S. DORCHESTER
CHICAGO, ILLINOIS 60637
(312) 409-2202



SITE INFORMATION

TYPICAL ESCORT-OR-WAY WIDTH 4' GAFFES
TYPICAL PARALLEL WIDTH - 7' PUBLIC ROADS
TYPICAL PARALLEL WIDTH - 12' PRIVATE ROADS

23 MULTI-FAMILY STRUCTURES OR UNITS
4 SINGLE-FAMILY LOTS NON 1200 SQ FT
800 SQUARE FOOT OFFICE

REQUESTED ZONING - R-4 FOR MULTI-FAMILY, S-3 FOR OFFICE, R-3 FOR SINGLE FAMILY

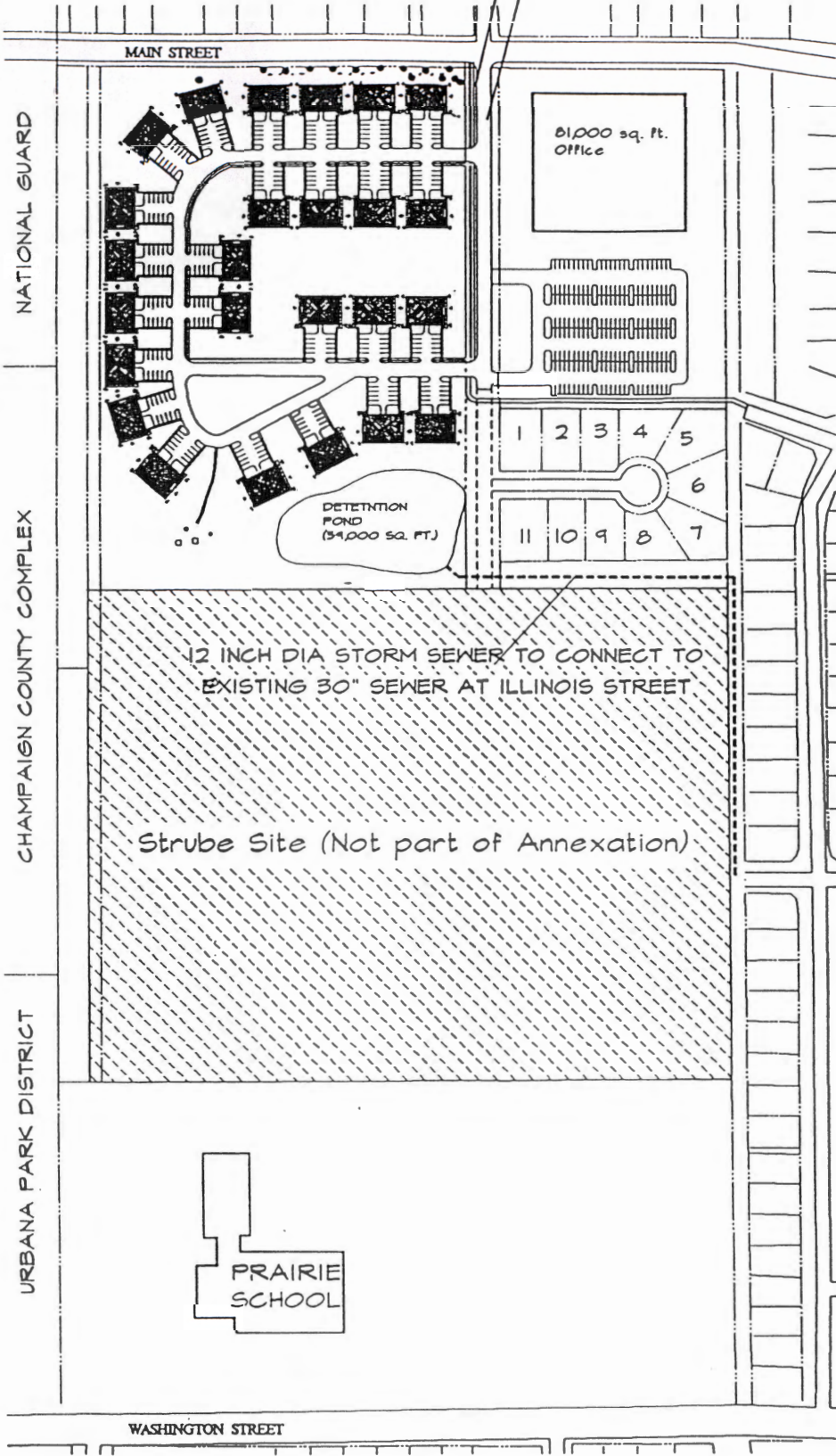


SCALE : 1" = 100'-0"
DATE: 11/21/1996

SMITH PROPERTY
URBANA, ILLINOIS
EXHIBIT C
EXISTING ZONING (CHAMPAIGN COUNTY)

COMMUNITY ECONOMIC
REDEVELOPMENT CORPORATION
5519 S. DORCHESTER
CHICAGO, ILLINOIS 60637
(312) 409-2202

PEDESTRIAN / BIKEWAY CONNECTION TO ELM STREET
 FIRST 625' OF SMITH ROAD TO BE BUILT BY DEVELOPER



COMMUNITY ECONOMIC
 REDEVELOPMENT CORPORATION
 559 S. DORCHESTER
 CHICAGO, ILLINOIS 60637
 (312) 409-2202

SMITH PROPERTY
 URBANA, ILLINOIS
 REVISED SITE PLAN
 EXHIBIT D

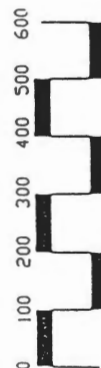
SITE INFORMATION

TYPICAL RIGHT-OF-WAY WIDTH OF SMITH
 TYPICAL PAVEMENT WIDTH - X PUBLIC ROADS
 TYPICAL PAVEMENT WIDTH - Z PRIVATE ROADS

X MULTI-FAMILY STRUCTURES (60 UNITS)
 II SINGLE FAMILY LOTS (MIN 1,000 SQ. FT.)
 81,000 SQUARE FOOT OFFICE



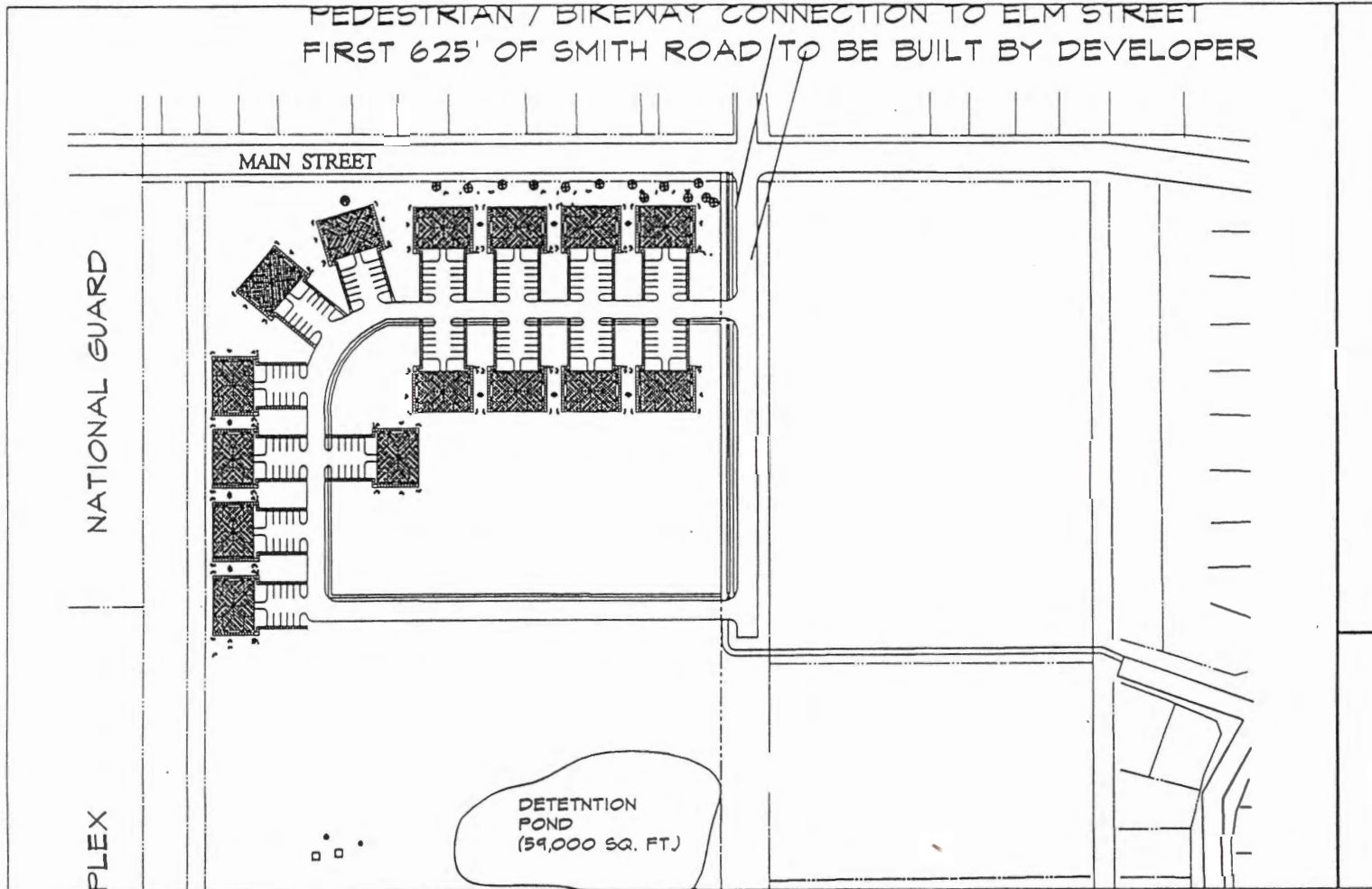
REQUESTED ZONING - R-4 FOR MUTLI-FAMILY, B-3 FOR OFFICE, R-3 FOR SINGLE FAMILY



SCALE : 1" = 100'-0"

DATE: 12/2/1996

PEDESTRIAN / BIKEWAY CONNECTION TO ELM STREET
 FIRST 625' OF SMITH ROAD TO BE BUILT BY DEVELOPER



DISTANCE FROM
 MAIN STREET ROW TO
 NEAREST BUILDINGS
 = 45'

MINIMUM SEPARATION
 BETWEEN BUILDINGS
 = 32'

TYPICAL SEPARATION
 BETWEEN BUILDINGS
 = 40'

IMPERVIOUS SURFACE

BUILDING COVERAGE
 = 3,980 SQ. FT. PER BUILDING
 TOTAL BUILDING COVERAGE
 = 59,700 SQ. FT. (15 BUILDINGS)
 PARKING LOT AND ROAD COVERAGE
 = 76,130 SQ. FT.
 TOTAL IMPERVIOUS SURFACE
 = 135,530 SQ. FT. (3.1 ACRES)
 20% OF SITE AREA

BUILDING INFO.

LOT COVERAGE PER
 BUILDING = 8,564 SQ. FT.
 PARKING SPACES PER BUILDING
 8 COVERED AND
 10 OUTDOOR SPACES
 (2.25 SPACES PER UNIT)



SCALE IN FEET
 DATE: 11/14/1996

SMITH FARM PROPERTY
 URBANA, ILLINOIS

PHASE 1
 EXHIBIT E

COMMUNITY ECONOMIC
 REDEVELOPMENT CORPORATION

5519 S. DORCHESTER
 CHICAGO, ILLINOIS 60637
 (312) 409-2202



SCALE 1"=4'-0"
DATE: 9/15/1996

ZPRO.DWG

SMITH FARM APARTMENTS
URBANA, ILLINOIS
TYPICAL ELEVATIONS

COMMUNITY ECONOMIC
REDEVELOPMENT CORPORATION
5519 S. DORCHESTER
CHICAGO, ILLINOIS 60637
(312) 493-1575