

ORDINANCE NO. 9697-31

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
SUNNYCREST II, L.P.

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

Section 1. That an Annexation Agreement between the City of Urbana, Illinois and Sunnycrest II, L.P., 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 hereby 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 19<sup>th</sup> day of August, 1996.

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

NAYS:

ABSTAINED:

  
Phyllis D. Clark  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 22<sup>nd</sup> day of August, 1996.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

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## **Sunnycrest II Apartments 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 Sunnycrest II Apartments, L.P. (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, Sunnycrest II Apartments, L.P. is the Owner of record of a certain ten acre parcel of real estate located on Colorado Avenue, extended east of Philo Road, Urbana, Illinois, and having permanent index number 30-21-21-200-011, the legal description of which real estate is set forth below and referenced herein as "the tract. "

The East 520 feet of the Northwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, except the North 480 feet thereof, Urbana Township, Champaign County, Illinois.

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana

WHEREAS, the tract is currently zoned R-4 Multiple Family Residence in Champaign County and would directly convert to City R-4 Multiple 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; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City R-4 Multiple Family Residential, 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 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 PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS**

The Owner agree to the following provisions:

**Section 1. Annexation:** The Owner represents that the Owner is the sole record Owner of the tract and that the Owner 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, 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 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 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 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 Owner agrees and acknowledges that upon annexation, the tract will be converted from County R-4 Multiple Family Residence to City R-4 Multiple Family Residential. Owner further agrees that said zoning will remain in effect for the term of this Agreement, as it may be amended from time to time. Furthermore, the Owner agrees to abide by all applicable development regulations existing at the time of annexation.

**Section 3. Actions:** 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 tract, 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 tract without a written amendment to this Agreement.



**Section 4. Building Code Compliance:** The Owner agrees to cause all new development, construction, or additions on said tract to 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. Construction of Streets:** The Owner and the City acknowledge that Jetco, Inc. is responsible for constructing a portion of Colorado Avenue to the Developer's property. The City has contacted Jetco to enforce that obligation. The Owner agrees and acknowledge that they are required that they will dedicate thirty-three feet of right-of-way to the City for the extension of Colorado Avenue. In addition, the developer will construct a pavement measured from center of street to curb of 20.5 feet in width in accordance with the City of Urbana Land Development Code and subject to the approval of the City Engineer. The Owner acknowledges that the City of Urbana will reimburse the Developer for an amount equivalent to two feet of pavement width for the length of this portion of Colorado Avenue within sixty (60) days of the City Engineer's acceptance of said pavement. Colorado Avenue will be located in substantial conformance to the attached site plan attached as Exhibit A.

**Section 6. Resident Management:** The Owner agree 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 7. 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 Owner agree that any prospective tenants will submit applications for apartment rental for consideration by the Owner. The Owner will then investigate prospective tenants, including obtaining references from previous landlords, and conducting financial investigations.

**Section 8. Occupancy.** The Owner agrees and acknowledges that no temporary certificate of occupancy will be issued for said rental properties. Occupancy will be allowed for any given building only upon the completion of all construction, landscaping and site work required per the approved building and site plans for such building. This section does not prevent the construction of buildings in phases.

**Section 9. Maintenance.** The Owner 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 Owner agree that the tract will be developed in substantial conformance to the site plan attached as Exhibit A.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE Corporate Authorities**

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation:** 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 Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

**Section 2. Zoning:** The Corporate Authorities agree that the tract will be zoned City R-4 Multiple Family Residential 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 Owner requesting said change except as otherwise agreed to herein.

**Section 3. Street Construction:** The Corporate Authorities agree that the City will reimburse the Developer for the equivalent of two feet of pavement width for the length of the construction of Colorado Avenue within sixty (60) days of the City Engineer's acceptance of said street.

## **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 Owner, 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.

**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 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 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 tract 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 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 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 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:**

Tod Satterthwaite  
Tod Satterthwaite, Mayor

August 22, 1996  
Date

Attest  
Phyllis D. Clark  
Phyllis D. Clark, City Clerk

**Owners: Sunnycrest Apartments II, L.P.**

By: William J. Anderson

Its: General Partner

7-8-96  
Date

Attest:

Patricia J. Hinton  
Notary Public



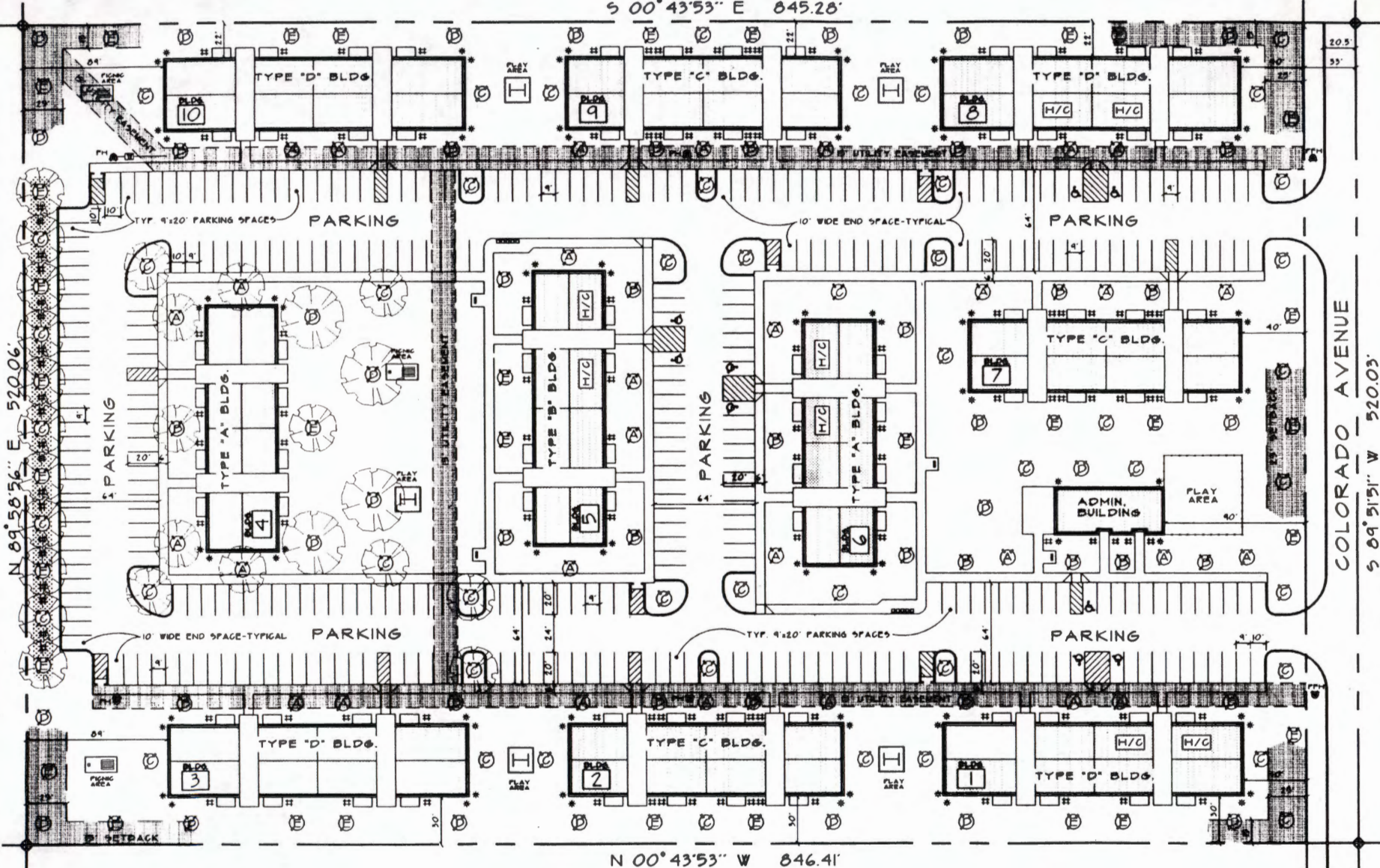
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Date

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Date





N 89° 58' 56" E 520.06'

S 00° 43' 53" E 845.28'

COLORADO AVENUE

S 89° 51' 51" W 520.03'

N 00° 43' 53" W 846.41'

**SITE PLAN**  
SCALE: 1" = 60'

**PORTER**  
THOMAS C. PORTER - ARCHITECT

**SUNNYCREST APARTMENTS II**  
COLORADO AVENUE  
URBANA, ILLINOIS

S I T E P L A N

©1996 THOMAS C. PORTER - ARCHITECT



**Petition for Annexation**  
to  
**THE CITY COUNCIL OF THE CITY OF URBANA**  
**CHAMPAIGN COUNTY, ILLINOIS**

The Petitioner, **Sunnycrest Apartments II, L.P.**, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

**The East 520 feet of the Northwest Quarter of the Northeast Quarter of Section 21,  
Township 19 North, Range 9 East of the Third Principal Meridian, except the North  
480 feet thereof, Urbana Township, Champaign County, Illinois.**

**Containing 10.385 acres, more or less, all situated in Champaign County, Illinois.**

Commonly known as 1702 E. Colorado Avenue and also identified as Parcel Index Number 30-21-21-200-011.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois

3. There are no electors residing in said Tract.

**PETITIONER RESPECTFULLY REQUESTS:**

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the Urbana City Council on August 19, 1996 as Ordinance No. 9697-31 and approved by the Mayor of the City of Urbana.

Dated this 9<sup>th</sup> day of January, 1997.

**PETITIONER:**

**Sunnycrest Apartments II, L.P.**

By:

William A. Anderson

Its:

G.P.

Date

1-9-97

Attest:

Kathryn Wilson Coffey  
Notary Public

