

ORDINANCE NO. 9697-71

AN ORDINANCE APPROVING THE KEARNS
ANNEXATION AGREEMENT (2910 E. MAIN
STREET)

and

ANNEXATION AGREEMENT
KEARNS AGREEMENT
2910 E. MAIN STREET

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97R01072

DOC# _____
CHAMPAIGN COUNTY, ILL

'97 JAN 14 PM 2 23

Barbara A. Draca
RECORDER

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Return to: Phyllis Clark, City Clerk
City of Urbana
P.O. Box 219
Urbana, IL 61801-0219



2483

0631

City of Urbana
400 South Vine Street
Post Office Box 219
Urbana, Illinois 61801-0219
(217) 384-2362
FAX (217) 384-2363

CLERK'S CERTIFICATE

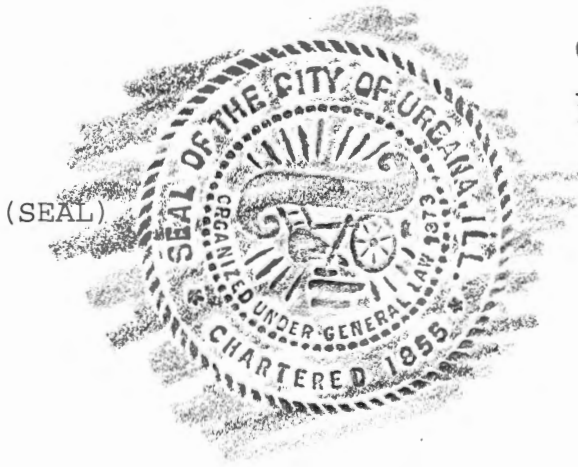
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

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, "AN ORDINANCE APPROVING THE KEARNS ANNEXATION AGREEMENT (2910 E. MAIN STREET) [Ord. No. 9697-71]

approved by the City Council of the City of Urbana, Illinois, on the 6th day of January, A.D., 1997, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 14th day of January, A.D., 1997.

Phyllis D. Clark
Phyllis D. Clark, City Clerk



(SEAL)



AN ORDINANCE APPROVING THE KEARNS ANNEXATION AGREEMENT

(2910 E. Main Street)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Frank R. and Tonya L. Kearns has been submitted for the Urbana City Council's consideration, a copy of which is attached; and

WHEREAS, said agreement governs a tract totalling approximately 0.34 acres, located at 2910 E. Main Street and said tract is legally described as follows:

The East 50 feet of Lot 3 of M.W. Busey's Sub. of Parts of the Southwest Quarter, Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, all in Township 19 North, Range 9 East of the Principal Meridian, comprised of 0.34 acres more or less.

And also

All that Part of the Public Road Right-of-Way known as Main Street adjoining said Kearns Tract.

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 January 6, 1997 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.

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 Frank R. and Tonya L. Kearns, 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.

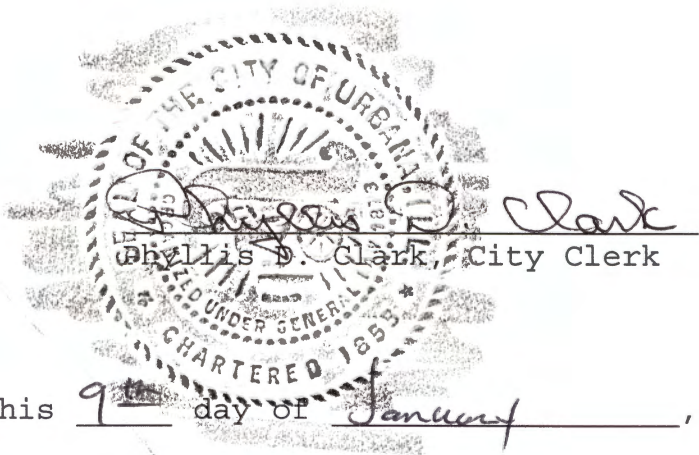
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 6th day of January, 1997.

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

NAYS:

ABSTAINED:



APPROVED by the Mayor this 9 day of January, 1997.

Tod Satterthwaite
Tod Satterthwaite, Mayor

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ANNEXATION AGREEMENT

Kearns Agreement

2910 E. Main Street

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 Mr. Frank R. Kearns and Ms. Tonya L. Kearns (hereinafter referred to as the "Owners"). 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 January 6, 1997 and

WHEREAS, Frank R. Kearns and Tonya L. Kearns are the Owners of Record of a certain 0.34-acre parcel of real estate located at 2910 E. Main Street, and having a current tax parcel number 30-21-15-202-006, the legal descriptions of which real estate are set forth below and in Exhibit A attached hereto.

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, although the Tract is not yet contiguous to the City of Urbana, said Owners, in order to best utilize their property, find it desirous to annex the Tract to the City of Urbana when said Tract becomes contiguous to the City, pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the City and the Owners find it necessary and desirable that the Tract be annexed to the City with a zoning classification of R-2 Single Family Residential, under the terms and provisions of the Urbana City Code of Ordinances, as amended,

and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the Tract 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 Owners 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 COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS

The Owners agree to the following provisions:

Section 1. Owners represent that they are the sole record Owners of the Tract described in Exhibit A and that they shall, within thirty (30) days of the property becoming contiguous to the Urbana City limits, cause the Tract 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 Tract described above occurs, require that any persons intending to reside on the Tract described above, prior to residing thereon, to agree to join in and consent to any petition for annexation of such Tract. Owners agree to pay twenty-five (25) dollars to the City as liquidated damages for each day the Owners fails to deliver said petition to annex after thirty (30) days from the date the property becomes contiguous or the date fourteen (14) days after the City sends notice to the Owners by certified mail that the property is contiguous, whichever is later.

Section 2. 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 Tract, 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 3. 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 Tract in the absence of this Agreement.

Section 4. The Owners agree to cause all development and construction on said Tract 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 Owners agree to submit all building construction plans to the City of Urbana for review and further agree to pay the building permit fee and all building construction permit fees, including mechanical, plumbing and electrical permit fees just as though the construction were taking place within the Urbana City limits. The Owners further agree to correct any deficiencies identified in said plan review. In addition, the Owners agree that all construction will be subject to the same building and construction inspection requirements as construction projects within the City. If the Owners are required to pay a Champaign County Zoning Use Permit fee, the cost of the Champaign County Zoning Use Permit fee will be deducted from the total cost of building and building construction permit fees required to be paid to the City of Urbana.

Section 5. The Owners agree to provide the City with sales tax information reasonably necessary for the City to determine payments owned by the City to Champaign County, if any, as the result of annexation of the Tract.

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 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, by enacting such ordinances as may be necessary and sufficient to

legally and validly annex said Tract to the City. The Corporate Authorities further agree that this section governing annexation shall be included in any sales contracts for land within the Tract 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 agree that the City will take any action necessary to zone the Tract to R-2, Single Family Residential in accordance with the provision contained with the City of Urbana Zoning Ordinance, subject to the terms and conditions set forth in this agreement.

Section 3. 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 Tract 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 4. The Corporate Authorities agree to expeditiously approve any final subdivision plats of said Tract that may be submitted by the Owners in the future and which conform to the requirements of the City's Subdivision Code.

Section 5. The Corporate Authorities find and determine that all existing improvements and land uses on the Tract 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 Tract, 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 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. 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 Tract.

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 Owners 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 Owners 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**

OWNERS:

Tod Satterthwaite
Tod Satterthwaite, Mayor

James R. Kearns

1/6/97 ^{Ed's}
Date

12/9/96
Date

Yonya L. Kearns

12-9-96
Date

ATTEST:

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
CITY CLERK

Diane E. Schober
Notary Public

January 6, 1997
Date

12/9/96
Date

(c:\wpdocs\annex\kearns\agr1209.96)



Exhibit A**Legal Description, Kearns Annexation****2910 E. Main Street**

The East 50 feet of Lot 3 of M.W. Busey's Sub. of Parts of the Southwest Quarter, Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, all in Township 19 North, Range 9 East of the Principal Meridian, comprised of 0.34 acres more or less.

And also

All that Part of the Public Road Right-of-Way known as Main Street adjoining said Kearns Tract.

Exhibit B

Location Map, Kearns Annexation

2910 E. Main Street

