

ORDINANCE NO. 1999-01-001

AN ORDINANCE APPROVING AN AGREEMENT TO REIMBURSE THE CITY OF
URBANA, ILLINOIS FOR STORMWATER DETENTION BASIN
(HAL Communications, Inc.)

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

Section 1. That an Agreement to Reimburse the City of Urbana, Illinois for Stormwater Detention Basin in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

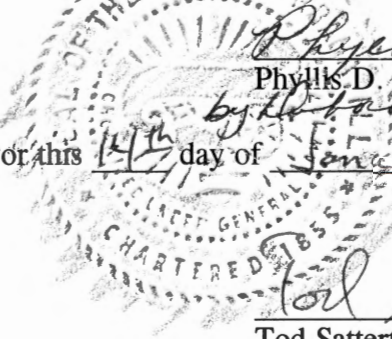
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 11th day of January, 1999

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman

NAYS:

ABSTAINED:

The seal of the City of Urbana, Illinois, is a circular emblem. It features a central sunburst design with the words "CITY OF URBANA" and "ILLINOIS" around it. Below the seal, the text "CHARTERED 1855" is visible.

Phyllis D. Clark, City Clerk
by Robert Roberts, Deputy Clerk
APPROVED by the Mayor this 14th day of January, 1999

Tod Satterthwaite
Tod Satterthwaite, Mayor

*Special Council meeting.




LEGAL DIVISION
(217) 384-2464
FAX: (217) 384-2460

JACK WAALER
City Attorney

STEPHEN HOLZ
Assistant City Attorney

Memorandum

DATE: February 11, 1999
TO: City Clerk
FROM: Jack Waaler 
RE: HAL Drainage Agreement

Attached you will find:

1. The Agreement between the City and the appropriate parties for HAL Communications, Inc., regarding the Interstate Drainage Basin. Note on top of the Agreement is a separate, revised page 1. The only difference is the third "Whereas" is cleaned up.
2. Attached also is a Memo for Record that I made to explain why there is a separate page 1.
3. Also enclosed is a copy of the recorded Memorandum of Agreement, which was recorded with the Recorder of Deeds Office on February 10, 1999.
4. I also include copies of the transmittal letters to Bill Henry and his Attorney, Michael O'byrne by which I transmitted to them their copies of these documents.

Also, I have this date transmitted to Bill Gray copies of all these documents too.

①

99R04309

12.00
3.00
15.00

MEMORANDUM OF AGREEMENT

DOC # _____
CHAMPAIGN COUNTY, ILL

In Ordinance No. 1999-01-001, the Urbana City Council approved an agreement with Bank One, Springfield as Trustee for Trust 43-211 relating to Lot 101 and Lot 102 of the Replat of Lot 1 of HAL Communications, Inc. Subdivision. The agreement sets forth certain payments required to be paid to the City of Urbana before Lot 102 is entitled to use certain storm drainage facilities in conjunction with development of the lot or the issuance of any building permit therefor.)

*99 FEB 10 PM 3 46

Barbara A. Bruce
RECORDER

Jack Waaler

Jack Waaler, City Attorney

Dated: 10 FEB 1999

rec'd
2/25/99
43

Prepared by/After Recording Return to:

Jack Waaler
City Attorney
400 South Vine Street
Urbana, IL 61801
(217) 384-2464

FOR STORMWATER DETENTION BASIN

WHEREAS, the City of Urbana, Illinois, a municipal corporation (hereafter called simply "City"), has constructed a stormwater detention facility adjacent to real property owned by Bank One, Springfield, as Trustee for Trust No. 43-211 (hereafter called simply "Trustee"); and

WHEREAS the legal description of the real property owned by Trustee that is subject to this Agreement, until replatted as described below, was Lot 1 of HAL Communications, Inc. Subdivision, Champaign County, Illinois, bearing Permanent Parcel Index Number 91-21-06-402-001; and

WHEREAS, Green Street Group, a Partnership comprised of Bill Henry and Paul Tucker only, is the only owner of the total beneficial interest in the aforesaid land trust (hereinafter referred to as "Beneficiaries"); and

WHEREAS, the Beneficiaries have further subdivided Lot 1 of HAL Communications, Inc. Subdivision into what is now called "Replat of Lot 1 of HAL Communications, Inc. Subdivision" (hereinafter sometimes referred to simply as "Replat"); and

WHEREAS, the parties desire to make provisions for the utilization of the detention basin constructed by the City when any development on Lot 102 of Replat occurs or upon the transfer of ownership of the said Lot 102 of Replat, or part thereof.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, the City, the Trustee, and the Beneficiaries agree as follows:

1. Definitions. "Lot 101" as used herein means the parcel legally described as "Lot 101 of the Replat of Lot 1 of HAL Communications, Inc. Subdivision. "Lot 102" as used herein means the parcel legally described as Lot 102 of Replat of Lot 1 of HAL Communications, Inc. Subdivision.

2. Development. As used herein, this shall have the meaning of such word as is set forth in the Urbana Land Development Code as such exists on the date hereof, which is set forth and appended to this Agreement.

3. The owner of any portion of Lot 101 shall be entitled to connect storm drainage facilities to the detention basin to be constructed by the City upon approval of plans as set forth in paragraph 6 below. However, drainage of stormwater from Lot 102 to the detention basin shall not be permitted until all payments in full, as called for herein, are made to the City of Urbana and the connection plans are approved by the City Engineer as provided for in paragraph 6 below.

COPY

AN AGREEMENT TO REIMBURSE THE CITY OF URBANA, ILLINOIS

FOR STORMWATER DETENTION BASIN

WHEREAS, the City of Urbana, Illinois, a municipal corporation (hereafter called simply "City"), has constructed a stormwater detention facility adjacent to real property owned by Bank One, Springfield, as Trustee for Trust No. 43-211 (hereafter called simply "Trustee"); and

WHEREAS the legal description of the real property owned by Trustee that is subject to this Agreement, until replatted as described below, was Lot 1 of HAL Communications, Inc. Subdivision, Champaign County, Illinois, bearing Permanent Parcel Index Number 91-21-06-402-001; and

Green Street Group, a Partnership

WHEREAS, Bill Henry ^{Partner} and Paul Tucker ^{Partner} are the only owners of any beneficial interest in the aforesaid land trust (hereinafter referred to as "Beneficiaries"); and

WHEREAS, the Beneficiaries have further subdivided Lot 1 of HAL Communications, Inc. Subdivision into what is now called "Replat of Lot 1 of HAL Communications, Inc. Subdivision" (hereinafter sometimes referred to simply as "Replat"); and

WHEREAS, the parties desire to make provisions for the utilization of the detention basin constructed by the City when any development on Lot 102 of Replat occurs or upon the transfer of ownership of the said Lot 102 of Replat, or part thereof.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, the City, the Trustee, and the Beneficiaries agree as follows:

1. Definitions. "Lot 101" as used herein means the parcel legally described as Lot 101 of the Replat of Lot 1 of HAL Communications, Inc. Subdivision. "Lot 102" as used herein means the parcel legally described as Lot 102 of Replat of Lot 1 of HAL Communications, Inc. Subdivision.

2. Development. As used herein, this shall have the meaning of such word as is set forth in the Urbana Land Development Code as such exists on the date hereof, which is set forth and appended to this Agreement.

3. The owner of any portion of Lot 101 shall be entitled to connect storm drainage facilities to the detention basin to be constructed by the City upon approval of plans as set forth in paragraph 6 below. However, drainage of stormwater from Lot 102 to the detention basin shall not be permitted until all payments in full, as called for herein, are made to the City of Urbana and the connection plans are approved by the City Engineer as provided for in paragraph 6 below.

4. The Beneficiaries shall pay the City an amount up to Twenty-Three Thousand Dollars (\$23,000.00) for actions described in paragraphs a, b and c below, or by July 1, 2007, whichever occurs first. Interest shall accrue at five percent (5%) per annum commencing the 1st day of July, 1998 and be due annually on the 1st day of July of each year thereafter. Interest shall continue to accrue on any outstanding balance until all payment has been made.

(a) Development on Lot 102, unless such development falls within the provisions of paragraph c below; or

(b) Upon the closing of a conveyance of any legal interest in Lot 102 to another.

(c) If development on Lot 102 by Beneficiaries is designed to encompass less than one hundred percent (100%) of the gross area of Lot 102, then Beneficiaries shall be obligated to pay to the City that percent of the Twenty-Three Thousand Dollars (\$23,000.00) plus interest due to such time as is equal to the percentage of the gross square footage of the area of Lot 102 so developed.

5. If payment in whole or in part is due because of development on Lot 102 by Beneficiaries, the amount due to the City shall be paid prior to issuance of any building permit for the proposed development.

6. Construction plans for any connection to the detention basin for any part of Lot 101 or Lot 102 must be approved in writing by the Director of Public Works prior to any construction of such.

7. This Agreement is binding on successors and assigns and will be recorded and is to be regarded as a covenant running with the land.

DATED at Urbana, Illinois, this 20 day of April, 1998.

BANK ONE, SPRINGFIELD, as
Trustee for Trust NO. 43-211

CITY OF URBANA, ILLINOIS

By: RIDER ATTACHED HERETO IS HEREBY
EXPRESSLY MADE A PART HEREOF.
Trustee

By: Tod Satterthwaite ^{22 JAN 99}
Tod Satterthwaite
Mayor

[Signature]
Beneficiary
[Signature]
Beneficiary

ATTEST: [Signature]
Phyllis D. Clark
City Clerk

Development means any activity that causes a change to be made in the legal rights or physical state of the real estate such that:

- (1) The activity creates a substantial use demand for new sanitary sewage service, collection and treatment, or the activity shall require the extension of a sanitary sewer system collector or interceptor, or the installation and capping of sanitary sewer lines, in accordance with section 21-41 of this chapter; or
- (2) The activity constitutes any mining, quarrying, or other excavations related thereto; or
- (3) The activity constitutes the creation or change of a subdivision, resubdivision or lot-line adjustment; or
- (4) The activity constitutes the creation or a change of a mobile home park; or
- (5) The activity constitutes the creation or change of a planned unit development;
- (6) The following activities are not considered to constitute a development:
 - (a) The transfer of any existing building or use rights for use for a single individual parcel, as it then exists immediately prior to any sale or lease where such transfer or lease does not create any additional parcel by exception; or
 - (b) The dedication of land for public use to a public entity, the vacation of any land so dedicated, and the taking of property rights through eminent domain or inverse condemnation; or
 - (c) The construction of one single family dwelling and/or farm related structures on a single lot or the creation or transfer of a single lot of ten (10) acres or more, except where such acreage or structures are at locations of future streets as designated in the official comprehensive plan; or

- (d) The maintenance or improvement of an existing public street or railroad by a public utility not involving redesign if the work is carried out on land within the boundaries of the right-of-way; or
- (e) Work by any utility not including redesign for the purpose of inspection repair, renewal or construction on established rights-of-way of any sewers, mains, pipes, cables, utility tunnels, power lines, power poles, trunklines or the like; or
- (f) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products or for other agricultural purposes; or
- (g) Individual installation of a building sewer, service connection, or lateral.

RIDER

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank One Trust Company, N.A. under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Bank One Trust Company, N.A. F/K/A Bank One, Springfield

F/K/A Commercial Bank of Champaign

not personally, but as Trustee
under Trust No. 43-211

Attest:

Pro-Secretary

By:

AVP & Trust Officer

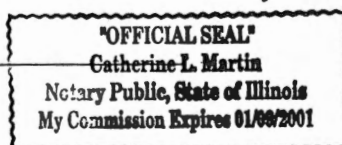
STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One Trust Company, N.A. and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of May, 1998.

Catherine L. Martin
Notary Public

My Commission expires



ATTACHMENT TO AN AGREEMENT TO REIMBURSE THE CITY OF URBANA,
ILLINOIS FOR STORMWATER DETENTION BASIN

Memo for Record

The interlineations made by someone to the third "Whereas" clause existed at the time the Beneficiaries and the Trustee signed the contract. Since the contract could remain valid for 8 years, I felt it best to clarify the relationship between the Green Street Group (a Partnership) and Bill Henry and Paul Tucker (the Partners) and the Trustee (owner of the land), so I straightened out the language of the third "Whereas" clause. Then I had Bill Henry initial the "Restatement" as acceptable to the partnership. I did not deem it necessary to have the Trustee also formally accept the "restatement" of the third "Whereas", because there were no material changes to the third "Whereas" and besides the third "Whereas" did not in any way affect any obligation undertaken by the Trustee.

DATED at Urbana, Illinois this 20 day of January, 1999.

COPY



Jack Waaler, City Attorney



LEGAL DIVISION
400 S. Vine St., Urbana, IL 61801
P.O. Box 219, Urbana, IL 61803-0219
(217) 384-2464

FAX: (217) 384-2460

JACK WAALER
City Attorney

STEPHEN HOLZ
Assistant City Attorney

City of Urbana
400 South Vine Street
Urbana, IL 61801
(217)384-2362
FAX (217)384-2301

COPY

January 26, 1999

Michael O'Byrne
Attorney at Law
501 West Church Street
P.O. Box 800
Champaign, IL 61824-0800

RE: HAL Drainage Agreement

Dear Mike,

Enclosed you will find a xerox copy of the agreement as approved by the City Council in Ordinance No. 1999-01-001, together with a new first page which contains my revisions to the third "Whereas" clause which has been initialed by Bill Henry. I also enclose a copy of a memo that I will attach to our copy of the agreement to explain the existence of the extra page one.

I am transmitting directly to Bill Henry under separate cover two copies with original signatures of the agreement, together with the spare page one and my memorandum explaining page one.

So that no one is taken by surprise in this matter, I intend to record at the Recorder's Office the enclosed Memorandum of Agreement. To give you a chance to object, if you have any objections, I will hold off actually doing this until February 8th.

Yours truly,

Jack Waaler
City Attorney

JW/lmp

Enclosures

Cc: Bill Henry



LEGAL DIVISION
400 S. Vine St., Urbana, IL 61801
P.O. Box 219, Urbana, IL 61803-0219
(217) 384-2464

FAX: (217) 384-2460

JACK WAALER
City Attorney

STEPHEN HOLZ
Assistant City Attorney

City of Urbana
400 South Vine Street
Urbana, IL 61801
(217)384-2362
FAX (217)384-2301

January 28, 1999

Mr. Bill Henry
HAL Communications Corp.
1201 West Kenyon Road
Urbana, IL 61801

Dear Bill,

As promised, please find enclosed two copies of the agreement with original signatures by the City officers. I also attach the extra page one with the third "Whereas" clause as corrected by me and initialed by you, and my memorandum explaining the need for the extra first page.

Also you'll find enclosed a copy of a letter to Mike O'Byrne transmitting all this to him, together with a Memorandum of Agreement that I would like to record.

As far as I know then, this completes everything. Thanks for your cooperation.

Yours truly,

Jack Waaler
City Attorney

JW/lnp

Enclosures

Cc: Michael O'Byrne

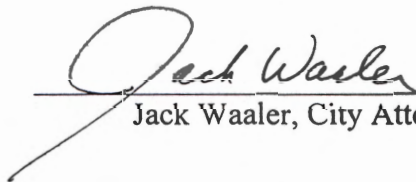


MEMORANDUM OF AGREEMENT

99R04309

2/10/99 3:46 pm

In Ordinance No. 1999-01-001, the Urbana City Council approved an agreement with Bank One, Springfield as Trustee for Trust 43-211 relating to Lot 101 and Lot 102 of the Replat of Lot 1 of HAL Communications, Inc. Subdivision. The agreement sets forth certain payments required to be paid to the City of Urbana before Lot 102 is entitled to use certain storm drainage facilities in conjunction with development of the lot or the issuance of any building permit therefor.



Jack Waaler, City Attorney

Dated: 10 FEB 1999

Prepared by/After Recording Return to:

Jack Waaler
City Attorney
400 South Vine Street
Urbana, IL 61801
(217) 384-2464