

2000R18645

RECORDED ON

08-10-2000 4:24:48

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 19.00  
REV FEE:  
PAGES: 8  
PLAT ACT: 0

(P)  
**Recording Cover Sheet**

ORDINANCE NO. 2000-07-090

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH HAROLD D. WHEATLEY AND HELEN L. WHEATLEY  
(WHEATLEY RESIDENCE/710 DODSON DRIVE EAST)

(ANNEXATION AGREEMENT ATTACHED)

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

ORDINANCE NO. 2000-07-090

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH HAROLD D. WHEATLEY AND HELEN L. WHEATLEY**

(Wheatley Residence / 710 Dodson Drive East)

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 Harold D. Wheatley and Helen L. Wheatley, 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 7<sup>th</sup> day of August,  
2000 .

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman, and  
Mayor Satterthwaite

NAYS:

ABSTAINS:

APPROVED by the Mayor this 8<sup>th</sup> day of August,  
2000 .



*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk  
*Deputy Clerk*  
*Tod Satterthwaite*  
Tod Satterthwaite, Mayor

## Wheatley Annexation Agreement

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 Harold D. Wheatley (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, Harold D. Wheatley the Owner of record of a certain .28 acre parcel of real estate located at 710 Dodson Drive East, said parcel having permanent index number 91-21-10-331-001, the legal description of which said real estate is set form in Exhibit A attached hereto and referenced herein as "the tract".

WHEREAS, although the tract is not yet contiguous to the City of Urbana, 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 when said tract becomes contiguous to the City, pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification 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 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 Owner 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:

**FILED**

JUN 29 2000

Phyllis D. Clark  
City Clerk

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

The Owner agrees to the following provisions:

**Section 1:**

- (a) The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit A and that the Owner shall 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 Owner, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract.
- (b) 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 subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if Owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent Owner as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. 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:** The Owner agrees to accept the direct conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists 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 tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement during

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JUN 29 2000

Phyllis D. Clark  
City Clerk

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.

## 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, upon its contiguity and 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:** The Corporate Authorities agree that the tract will be zoned per the conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance. 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.

**Section 3:** The Corporate Authorities agree to pay to owner an amount equal to the difference between the real estate taxes which would have been assessed against the annexed tract had they not been annexed to the City of Urbana, and the amount actually paid as real estate taxes for said tract. Such amount will be paid annually within sixty (60) days following receipt by the Community Development Director of the paid real estate tax bill with a written calculation of the amount due. There shall be no special fees assessed or billed. The City of Urbana shall pay the tax difference described herein for the term of this agreement.

## 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

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JUN 29 2000

Phyllis D. Clark

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, lessee, executors, assigns and successors in interest of the Owner 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 either 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.

**Section 7: Expenses**-- The Corporate Authorities shall pay Owner upon execution of annexation petition and this agreement \$1,000 as reimbursement for professional expenses.

**Section 8: Services**—Due to the remote location of the tract, it is the intent of the parties to service swap with the Township and other service providers for the maintenance and servicing of the tract.

**FILED**

JUN 29 2000

Phyllis D. Clark  
City Clerk

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:

Tod Satterthwaite

Tod Satterthwaite, Mayor

Harold D. Wheatley  
~~X Helen L. Wheatley~~

Harold D. Wheatley

Aug. 9, 2006  
Date

June 28, 2000  
Date

ATTEST:  
Phyllis D. Clark  
Phyllis D. Clark  
City Clerk  
Robert J. Robert  
Deputy Clerk  
August 9, 2000  
Date

ATTEST:  
Paul Wooley  
Notary Public

OFFICIAL SEAL  
10 July 00  
Notary Public, State of Illinois  
My Commission Expires 8/02/01

Exhibits attached and made a part of this Agreement:

Exhibit A: Legal Descriptions

**FILED**

JUN 29 2000

Phyllis D. Clark  
City Clerk

00R18645

**Exhibit A**

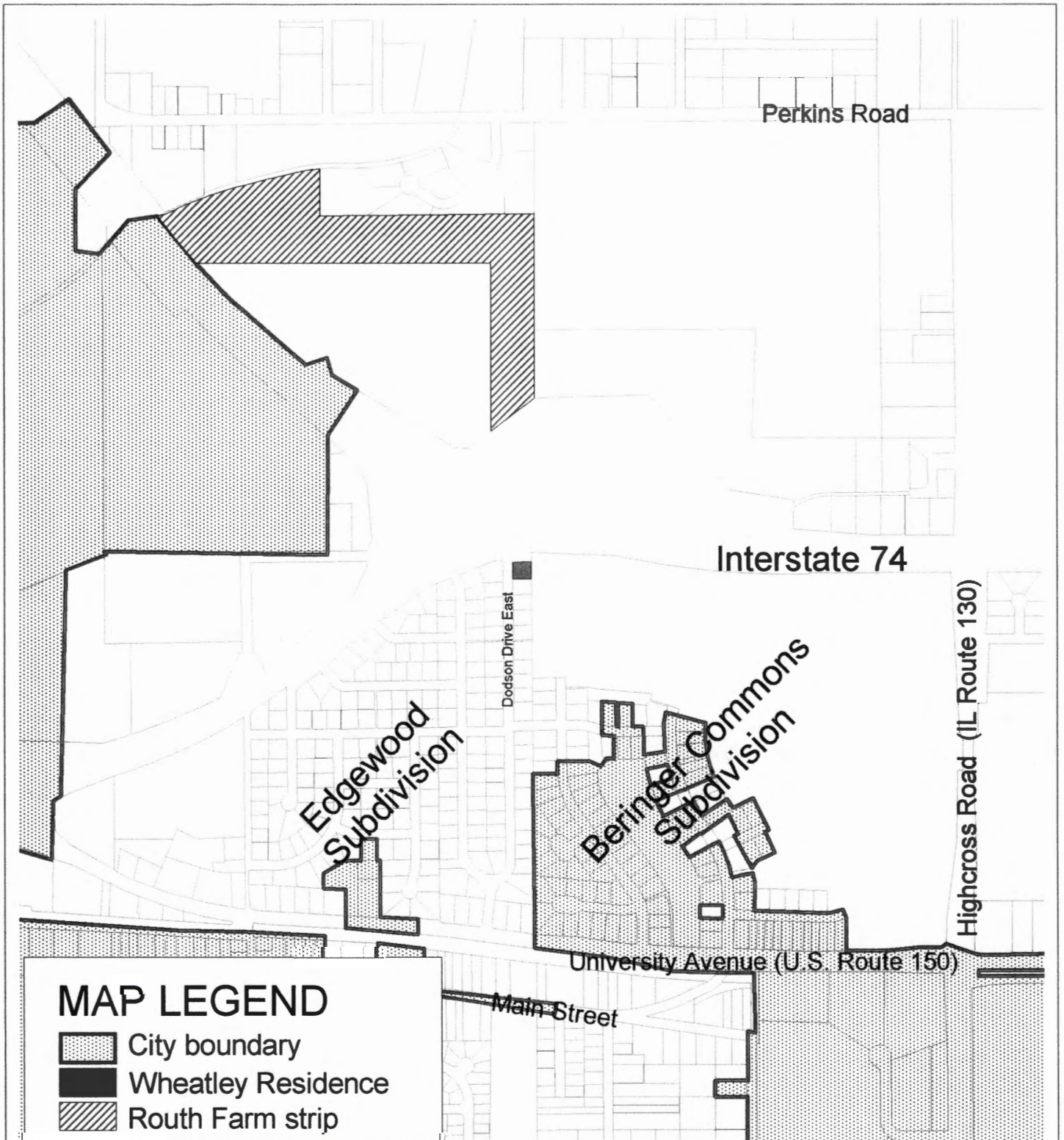
**Lot 69 of Edgewood Ninth Subdivision, Champaign County, Illinois, as shown on a plat recorded in Plat Book "U" at Page 28 in the Office of the Recorder of Deeds, Champaign County, Illinois, and containing 0.28 Acres (12,194 S.F.) more or less.**

**FILED**

**JUN 29 2000**

**Phyllis D. Clark  
City Clerk**





# Proposed Annexation

## Wheatley Residence

710 N. Dodson Drive East



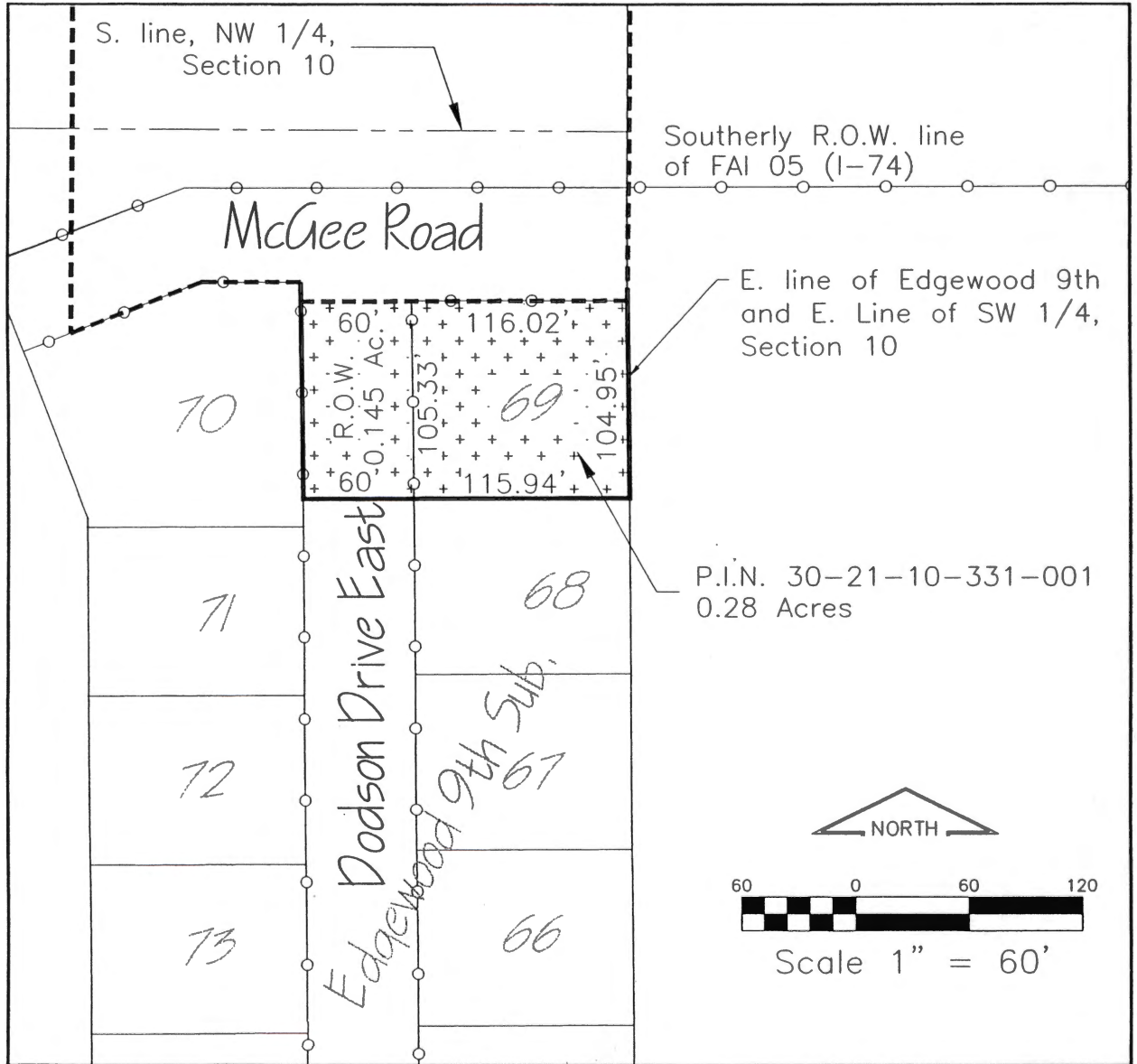
Lot 69 of Edgewood Ninth Subdivision, Champaign County, Illinois, as shown on a plat recorded in Plat Book "U" at Page 28 in the Office of the Recorder of Deeds, Champaign County, Illinois, and containing 0.28 Acres (12,194 S.F.) more or less.

All situated in Urbana Township, 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 tract:

**Dodson Drive East**

Situated in Urbana Township, Champaign County, Illinois and encompassing 0.145 Acres, more or less.



MAP SHOWING AREA  
ANNEXED BY CITY  
ORDINANCE #2000-07-076  
CITY OF URBANA, ILLINOIS  
CHAMPAIGN COUNTY  
DATE: AUGUST 7, 2000

- AREA OF ANNEXATION
- EXISTING CITY LIMITS
- NEW CITY LIMITS
- RIGHT-OF-WAY

**ENGINEERING DIVISION**

CITY ENGINEER/PUBLIC WORKS DIRECTOR

CAD: B.W.F. 07/29/00  
CHECKED: W.R.G. 08/01/00