

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH THE CALVARY BAPTIST CHURCH**

(To Annex 5.0± Acres at 2106 East Windsor Road - Plan Case No. 1780-A-01)

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 Calvary Baptist Church, 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.

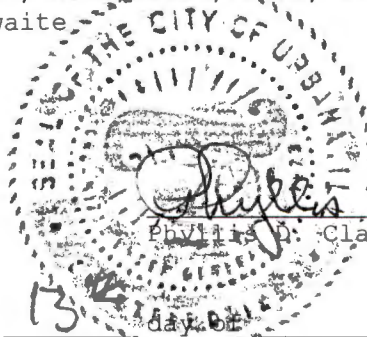
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the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

PASSED by the City Council this 4<sup>th</sup> day of June, 2001.

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 13<sup>th</sup> day of June, 2001.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

**ANNEXATION AGREEMENT**

THIS Agreement, 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 Calvary Baptist Church (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, the Calvary Baptist Church is the Owner of record of a certain 5.00-acre parcel of real estate located at 2106 East Windsor Road, and having permanent index number 30-21-22-300-002, the legal description of which real estate is set forth Exhibit A attached hereto and referenced herein as the "tract".

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 Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the tract is currently zoned AG-2, Agriculture in Champaign County and the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of R-4, Medium Density Multiple-Family Residential, under the terms and provisions 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 annexing said tract as described herein as City R-4, Medium Density 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 and zoning designation will allow the Calvary Baptist Church to continue and to expand their current use of the site as a church and parochial school; 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.

PHYLLIS D. CLARK  
URBANA CITY CLERK

2001 JUL -2 PM 4: 37

FILED

**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 OWNER**

The Owner agrees to the following provisions:

**Section 1. Annexation:** The Owner represents that it is the sole record Owner of the tract described in Exhibit A and the Owner acknowledges that immediately after the City Council's approval of this Agreement, the City shall act on the signed annexation petition, labeled Exhibit C, to cause said tract to be annexed to the City of Urbana.

The Owner further agrees that this 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 these provisions regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.

**Section 2. Zoning Classification:** The Owner agrees to accept the City of Urbana zoning classification of R-4, Medium Density Multiple Family Residential, as provided for in Article IV of the Urbana Zoning Ordinance.

**Section 3. Development and Building Regulations:** The Owner agrees to abide by all applicable City of Urbana development and building regulations existing at the time of annexation, except as otherwise provided herein.

**Section 4. Disconnection:** The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tract from the City once it is annexed during the 20-year term of this agreement.

**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 act immediately to annex said tract subject to the terms and conditions outlined in this Agreement by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

**Section 2. Zoning Classification:** The Corporate Authorities agree that the tract will be zoned R-4, Medium Density Multiple Family Residential, in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation and as defined in the City of Urbana Zoning Ordinance as such exists at the time of annexation of tract. According to Table V-1, Table of

Uses, of the Urbana Zoning Ordinance, the R-4, Medium Density Multiple Family Residential, zoning classification allows church and parochial school uses as permitted uses.

**Section 3. Development and Building Regulations:** The Corporate Authorities agree that all applicable development and building regulations will apply to said tract, except as otherwise provided herein.

**Section 4. Nonconformity of Existing Development:** The existing development of the tract, including, but not limited to, placement of structures, parking lot surfacing, and signage, may contain zoning nonconformities, insofar as such improvements were constructed under the jurisdiction of the Champaign County Zoning Ordinance and may not completely reflect the requirements of the Urbana Zoning Ordinance. Said nonconformities are as defined and regulated by Article X of the Urbana Zoning Ordinance, and may be continued indefinitely under the terms of this Agreement. However, any addition to these uses or further improvement of the tract shall comply with the requirements of the Urbana Zoning Ordinance and other applicable development regulations.

### 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, its 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 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 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 the non-defaulting party may 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. Notices:** Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

**Owner:**

Michael Gewirtz, Chairman of the Deacons  
Calvary Baptist Church  
2106 East Windsor Road  
Urbana, Illinois 61802

Tad Butler, Assistant Pastor  
Calvary Baptist Church  
2106 East Windsor Road  
Urbana, Illinois 61802

Howard Spracklin, Treasurer  
Calvary Baptist Church  
2106 East Windsor Road  
Urbana, Illinois 61802

**City:**

Bruce K. Walden  
Chief Administrative Officer  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801

Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

**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:**

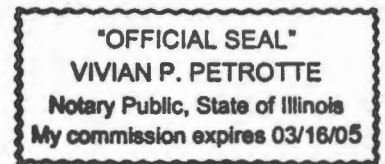
**Owner:**

Tod Satterthwaite  
Tod Satterthwaite, Mayor

Michael Gewirtz  
Michael Gewirtz,  
Chairman of the Deacons  
Calvary Baptist Church

6-1-01  
Date

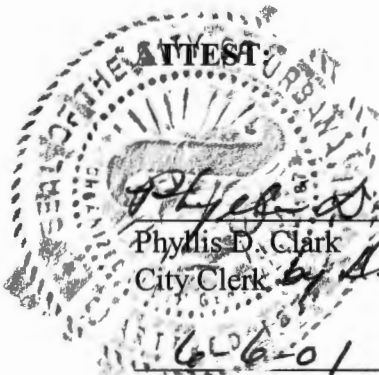
May 30, 2001  
Date



**ATTEST:**

Vivian P. Petrotte  
Notary Public

May 30, 2001  
Date



Phyllis D. Clark  
Phyllis D. Clark  
City Clerk  
[Signature]  
Deputy Clerk  
6-6-01  
Date

**Exhibits attached and made a part of this Agreement:**

**Exhibit A: Legal Description**

**Exhibit B: Location Map**

**Exhibit C: Annexation Petition**

## **Exhibit A**

### **Legal Description of Tract**

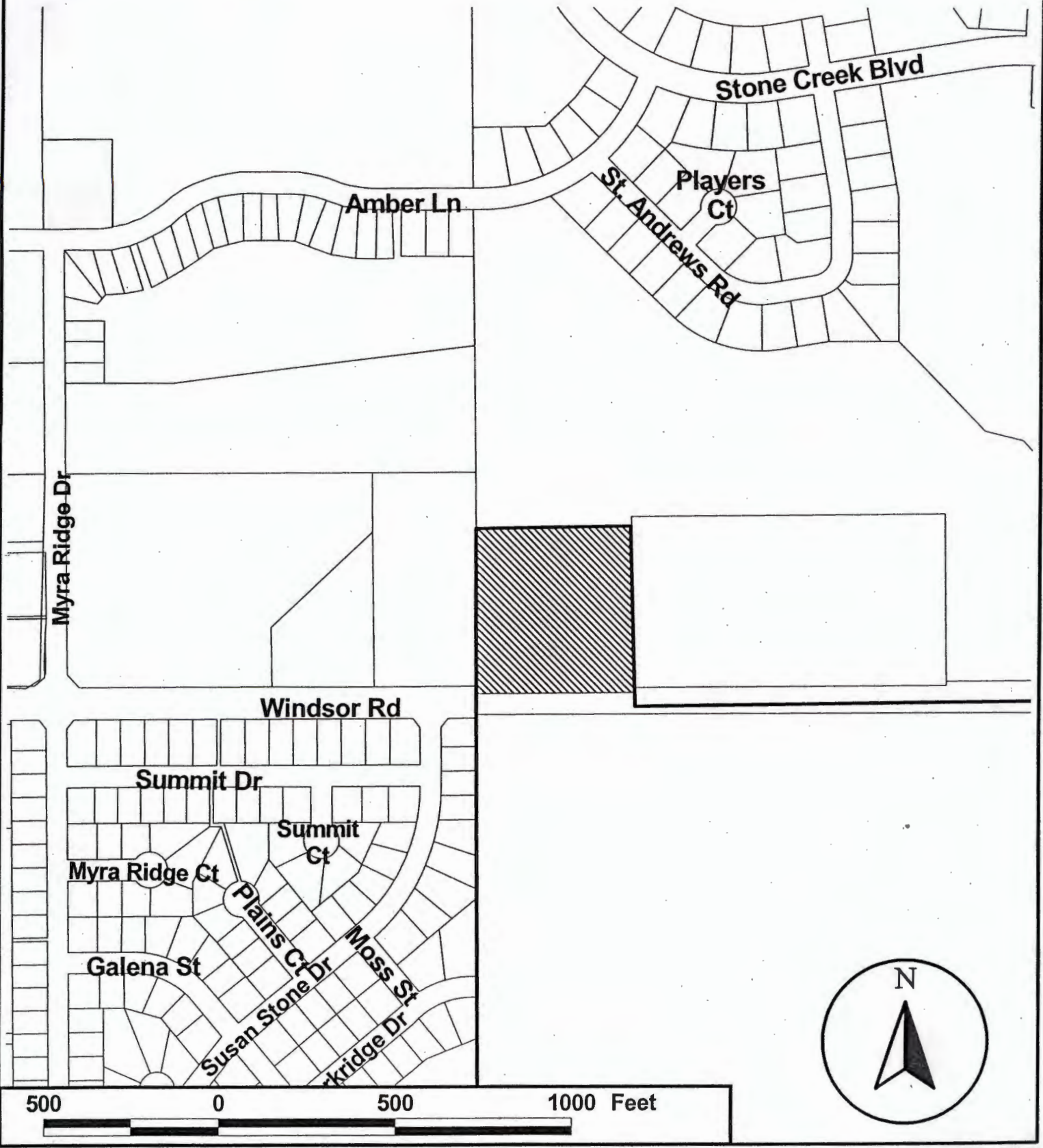
The West Four Hundred Forty and Eight-six Hundredths (440.86) feet of the South Four Hundred Ninety-four and Four Hundredths (494.04) feet of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty-two (22), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois.

As per survey recorded in Plat Book "X" at page 216 as Document No. 73R6917 in the records of Champaign County, Illinois.

Containing 5.00 acres, more or less, all situated in Urbana Township, Champaign County, Illinois.




# Exhibit "B": Location Map



Plan Case: 1780-A-01  
Calvary Baptist Church  
2106 E. Windsor Rd.  
Annexation Agreement

Prepared April 8, 2001 by Community Development Services - pal

 City Boundary  
Subject Property

**Exhibit C**  
**Annexation Petition**

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

The Petitioner, Michael Gewirtz, Chairman of the Deacons, for Calvary Baptist Church, respectfully states under oath:

1. Calvary Baptist Church 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 West Four Hundred Forty and Eight-six Hundredths (440.86) feet of the South Four Hundred Ninety-four and Four Hundredths (494.04) feet of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty-two (22), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois.

As per survey recorded in Plat Book "X" at page 216 as Document No. 73R6917 in the records of Champaign County, Illinois.

Containing 5.00 acres, more or less, all situated in Urbana Township, Champaign County, Illinois.

Commonly known as 2106 E. Windsor Road and also identified as Parcel Index Number 30-21-22-300-002.

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 in accordance with all of the aforesaid conditions herein and 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 June 4, 2001 as Ordinance No. 2001-05-047 and approved by the Mayor of the City of Urbana.

Dated this 30 day of May, 2001.

**PETITIONER:**

Michael Gewirtz  
Michael Gewirtz, Chairman of the Deacons  
Calvary Baptist Church

Subscribed and sworn to before me this

30 day of May, 2001

Vivian P. Petrotte  
NOTARY PUBLIC

My commission expires: 3/16/05

