

RECORDED ON

08/20/2004 04:32:57PM

Recording Cover Sheet

ORDINANCE NO. 2004-07-081

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (2209 NORTH WILLOW ROAD / PEGA HRNJAK AND IVANA BODULIC)

a

and

2209 NORTH WILLOW ROAD ANNEXATION AGREEMENT/PEGA HRNJAK & IVANA BODULIC

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC FEE: 30.00

REV FEE:

PAGES: 9

PLAT ACT: 0

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. 2004-07-081

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT**

**(2209 North Willow Road / Pega Hrnjak and Ivana Bodulic)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois, and Pega Hrnjak and Ivana Bodulic has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 1.00-acre located on the northwest corner of Anthony Drive and Willow Road more commonly referred to as 2209 North Willow Road legally described as follows:

Beginning at a point on the East line of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian lying 876.54 feet South 0°40'23" East (assumed bearing) of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 5, also being the Southeast corner of Country Club Heights First Subdivision; thence continuing South 0°42'23" East 204.30 feet on said East line; thence North 84°24'02" West 30.75 feet to a concrete right-of-way marker; thence South 56°25'09" West 103.14 feet to a concrete right-of-way marker; thence around a curve to the left having a long chord, with a course and length of North 83°19'13" West 102.48 feet, and having a radius of 12004.30 feet for a length of 102.48 feet to an iron pin monument; thence North 0°33'25" West 237.64 feet to an iron pipe monument found in place; thence North 87°41'36" East 218.40 feet to the point of beginning, in Champaign County, Illinois.

PIN: 30-21-05-277-004

Common address: 2209 N. Willow Road, Urbana, IL

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 3<sup>rd</sup> day of July, 2004 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held with

the City Council of Urbana on the matter of the proposed Annexation Agreement and the proposed rezoning of the tract; and

WHEREAS, the City of Urbana, Illinois also mailed certified notice of the public hearing to each of the Trustees of the Eastern Prairie Fire Protection District on the matter; and

WHEREAS, on the 19<sup>th</sup> day of July, 2004, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 8<sup>th</sup> day of July, 2004, to consider the proposed Annexation Agreement and the rezoning from Champaign County I-1, Light Industrial to the City B-3, General Business Zoning District upon annexation in Plan Case No. 2004-A-02 and 1899-M-04; and

WHEREAS, The Urbana City Council has determined that the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

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. The that Annexation Agreement between the City of Urbana, Illinois, and Pega Hrnjak and Ivana Bodulic, 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 this 19th day of July,  
2004.

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

NAYS:

ABSTAINS:



*Shirley D. Clark*  
Shirley D. Clark, City Clerk

APPROVED by the Mayor this 20th day of July,  
2004.

*Ted Satterthwaite*  
Ted Satterthwaite, Mayor

2209 North Willow Road

Annexation Agreement / Pega Hrnjak & Ivana Bodulic

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 Pega Hrnjak and Ivana Bodulic (hereinafter referred to as the "Owners"). 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, Pega Hrnjak and Ivana Bodulic are the Owners of record of a certain 1.00 acre parcels of real estate located at 2209 North Willow Road, and having permanent index numbers 30-21-05-277-004, the legal description of which real estate is set forth in Exhibit "A" attached hereto and referenced herein as "the tract"; and

WHEREAS, the attached map, labeled Exhibit "B", is a true and accurate representation of the tracts to be annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, the tract is contiguous to the City of Urbana and may be immediately annexed; and

WHEREAS, the City and the Owners find it necessary and desirable that the tract be annexed and rezoned from Champaign County I-1, Light Industrial to the City B-3, General Business, 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 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. Ownership and Annexation.**

- A. **Representation of ownership/mortgage status.** Owners represent that they are the sole owners of record of the tract and said owners agree to annex the tract to the City subject and pursuant to the provisions of this agreement.
- B. **Agreement to Annex.** Owners agree to cause the tract described in Exhibit "A" to be annexed to the City by filing or causing to be filed with the Clerk of the City contemporaneously with execution of this agreement, a written petition signed by the owners of record of the tract and any electors residing thereon, said petition requesting annexation of the entire tract to the City and being in proper form to allow annexation of the entire tract pursuant to the Illinois Municipal Code.

**Section 2. Zoning:** The Owners acknowledge that upon annexation, the tract as described in Exhibit "A" will be rezoned from Champaign County I-1, Light Industrial Zoning District to City B-3, General Business Zoning District. The Owners agree that, unless changed upon the initiative of the Owners the said City zoning classification for said tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract. The Owners agree to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

**Section 3. Building Code Compliance.** The Owners agrees to cause all new development, construction, or additions on said tracts 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. 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.

**Section 4. Outdoor Storage.** The Owners agree that the use of the property as an Engineering, Laboratory, Scientific, and Research Instruments Manufacturing land use shall not involve the storage of equipment or machinery outside of any existing or permitted new structures on the property.

**Section 5. Development Agreement.** The Owners agree to work with the Corporate Authorities to enter into a Development Agreement at such time as redevelopment of the property is considered for commercial development. Such agreement may identify provisions and incentives available for the commercial redevelopment of the tract.

**Section 6. Disconnection.** The Owners shall not take any action to disconnect the tracts from the City once it is annexed.

**Section 7. Amendments Required:** 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. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

**Section 6:** The undertakings and covenants herein contained to be performed on the part of the City are the inducements for the owners to agree to petition for annexation of the tract to the City and for the City to accept such annexation in accordance with 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 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.

**Section 2. Zoning.** The Corporate Authorities agree that the tract as described in Exhibit "A" will be zoned B-3, General Business as provided by the Urbana Zoning Ordinance upon its annexation to the City. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tract. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owners requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

**Section 3. Conditional Use Permit:** The Corporate Authorities agree, as part of this agreement, to approve a Conditional Use Permit to allow an *Engineering, Laboratory, Scientific, and Research Instruments Manufacturing* land use as described by the Table of Uses in the Urbana Zoning Ordinance for the property. This approval includes the use of the existing principal structure and the two accessory structures as a research laboratory for the prototype development of refrigeration and air conditioning. The granting of the Conditional Use Permit is made with the following findings:

- a. That the proposed use is conducive to the public convenience at the location;
- b. That the proposed use is designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare;
- c. That the proposed use preserves the essential character of the district in which it is located.

**Section 4. Nonconformity of Existing Development.** The existing development of the tract may include nonconformities to current city codes, including but not limited to zoning, building, fire, electrical and plumbing, insofar as such improvements were constructed under the jurisdiction of Champaign County codes and ordinances. Said nonconformities may be continued indefinitely under the terms of this Agreement. However, any addition to these developments or further improvement of the tract shall comply with the requirements of all applicable City of Urbana codes and ordinances.

**Section 5. Enterprise Zone.** The City will submit application to the State of Illinois to request the subject tract to be added to the Urbana Enterprise Zone pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.) no later than 90 days after the effective date of this agreement, or the date all property is located within the City of Urbana, whichever is later.

**Section 6. Amendments.** - The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owners or their successors or assigns, of the portion of the Tract which is directly the subject of the amendment.

### 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 Owners, 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 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, mortgagees, lessee, 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 Owners 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 Owners and the City.

**Section 4. Enforcement.** The Owners 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 Owners, 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 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; 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 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:**

Tod Satterthwaite  
Tod Satterthwaite, Mayor

8/10/04  
Date

**Owner:**

P. Hrjnak  
Pega Hrjnak

8/9/04  
Date

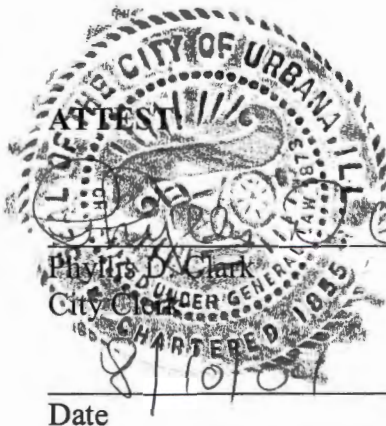
Ivana Bodulic  
Ivana Bodulic

08/09/04  
Date

**ATTEST:**

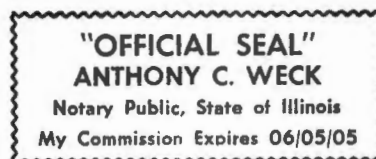
Anthony C. Weck  
Notary Public

August 9, 2004  
Date

  
Phyllis D. Clark  
City Clerk  
8/10/04  
Date

Exhibits attached and made a part of this Agreement:

- Exhibit "A": Legal Description
- Exhibit "B": Map of Tract to be annexed.



### **Exhibit "A": Legal Description**

Beginning at a point on the East line of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian lying 876.54 feet South 0°40'23" East (assumed bearing) of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 5, also being the Southeast corner of Country Club Heights First Subdivision; thence continuing South 0°42'23" East 204.30 feet on said East line; thence North 84°24'02" West 30.75 feet to a concrete right-of-way marker; thence South 56°25'09" West 103.14 feet to a concrete right-of-way marker; thence around a curve to the left having a long chord, with a course and length of North 83°19'13" West 102.48 feet, and having a radius of 12004.30 feet for a length of 102.48 feet to an iron pin monument; thence North 0°33'25" West 237.64 feet to an iron pipe monument found in place; thence North 87°41'36" East 218.40 feet to the point of beginning, in Champaign County, Illinois.

PIN: 30-21-05-277-004

Common address: 2209 N. Willow Road, Urbana, IL

Exhibit "B": Location Map

