

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

(3003 E. Windsor Road / A & E Animal Hospital)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois, and Gary Brummet 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 2.22 acres located on the south side of Windsor Road more commonly referred to as 3003 East Windsor Road, legally described as follows:

Beginning at the Northeast Corner of the premises described as the North 23.3 acres of the West Half (W $\frac{1}{2}$) of the East Three-quarters (E $\frac{3}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Nineteen (19) North, Range Nine (9) East of the Third Principle Meridian, situated in Champaign County, Illinois, thence South 208.708 feet; thence West 417.416 feet; thence North 208.708 feet; thence East 417.416 feet to the place of beginning, situated in Champaign County, Illinois.

Also...

Beginning at the Northeast corner of the premises known as "The North 23.3 acres of the West Half of the East three-quarters (3/4) OF THE northeast quarter of Section 27, Township 19 North, Range 9 East of the Third Principle Meridian"; thence South 208.71 feet along the East line of said tract for a true place of beginning; thence South along the East line of the West Half of the East three-quarters (3/4) of the Northeast Quarter of said Section 27, 30.00 feet; thence West parallel with the North line of said Section 27, 417.42 feet; thence North parallel with the East line of said tract, 30.00 feet; thence East parallel with the North line of said Section 27, 417.42 feet to the place of beginning, situated in Champaign County, Illinois.

Except a part of the tract being more particularly described as follows:

Commencing at the Northeast corner of the above described tract of land, said point being 991.48 feet West of the Northeast corner of said Section 27 as measured along the North line of said Section 27, proceed on an Illinois State Plan Coordinate System, East Zone Grid Bearing of South 00 degrees 41minutes 37 seconds East 32.53 feet to the true point of beginning, said point also being on the existing

South right-of-way line of F. A. Route 524 (Illinois Route 130); thence South 00 degrees 20 minutes 17 seconds East 20.22 feet; thence South 89 degrees 09 minutes 19 seconds West 58.26 feet; thence South 00 degrees 50 minutes 37 seconds West 20.40 feet to a point on said right-of-way line of F. A. 524 (Illinois Route 130); thence North 89 degrees 19 minutes 28 seconds East along said South right-of-way line of F. A. Route 524 (Illinois Route 130) a distance of 58.44 feet to the point of beginning.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 21st day of March, 2005 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held on the matter of the proposed Annexation Agreement and the proposed rezoning of the tract; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Philo Fire Protection District on the 15th day of March, 2005; and

WHEREAS, on the 4th day of April, 2005, 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 10th day of March, 2005, to consider the proposed Annexation Agreement and the rezoning from Champaign County AG-2, Agriculture District, to the City R-3, Single and Two-Family Residential Zoning District on a portion of the tract upon annexation in Plan Case No. 1916-A-04 and 1916-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. That the Annexation Agreement between the City of Urbana, Illinois, and Gary Brummet, 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 4th day of April, 2005.

AYES: Alix, Chynoweth, Hayes, Patt, Roberts, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 15th day of April,

2005.



[Signature]
Povilis D. Clark, City Clerk
[Signature]
Deputy Clerk

[Signature]
Tod Satterthwaite, Mayor

2005R16085

RECORDED ON

06/14/2005 09:57:26AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 32.00

REV FEE:

PAGES: 11

PLAT ACT: 0

PLAT PAGE:

Annexation Agreement
COVER SHEET

Prepared By:

Return to:

City of Urbana
400 S. Vine
Urbana, IL 61801

**3003 East Windsor Road
(A&E Animal Hospital)
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 Gary Brummet, (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, Gary Brummet is the Owner of record of real estate tract totaling approximately 2.22 acres, located at 3003 East Windsor Road, and having a permanent index numbers of 30-21-27-200-006 the legal description of which real estate is set form in Exhibit "A" attached hereto; and

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; and

WHEREAS, the Owner intends to subdivide the existing 2.22-acre tract into an "Eastern Parcel" and a "Western Parcel" and further develop the Western Parcel with the construction of a new animal hospital/clinic; and

WHEREAS, the entire 2.22-acre tract is contiguous to the City of Urbana, and both the Owner and the City determine that annexation of the tract is in the best interest of all parties; and

WHEREAS, the entire 2.22-acre tract is currently zoned AG-2, Agricultural in Champaign County; and

WHEREAS, the City and Owner find it necessary and desirable that the 2.22-acre tract, as described in Exhibit "A" be annexed and subdivided into two parcels, as depicted in Exhibit "C", with the Eastern Parcel consisting of approximately 1.43 acres being zoned R-3, Single and Two-Family Residential and the Western parcel totaling approximately 0.79 acres being directly converted to City AG, Agricultural zoning under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the Urbana City Council finds that annexing said tract as described herein reflects the goals, objectives and policies set forth in the 1982 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 desires 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 OWNER

The Owner agrees to the following provisions:

Section 1. Ownership and Annexation. The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit "A" and that the Owner shall, within thirty (30) days of the approval of this agreement cause the tracts 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.

The 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 property. 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 covenant and such will constitute a covenant running with the land. The Owner agrees for itself, 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. Authority to Annex. The Owner agrees and hereby stipulates 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 3. Zoning. The Owner acknowledges that upon annexation, the tract will be rezoned to two separate zoning districts as depicted in Exhibit "C". The "Eastern Parcel" will be rezoned from Champaign County AG-2, Agriculture Zoning District to City R-3, Single and Two-Family Residential and the "Western Parcel" will be directly converted from Champaign County AG-2, Agricultural to City AG, Agricultural. The Owner agrees that, unless changed upon the initiative of the Owner the said City zoning classifications 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 Owner agrees 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 4. Subdivision. The Owner agrees to prepare and record a minor subdivision plat per the Urbana Subdivision and Land Development Code to subdivide the existing tract into two parcels. An "Eastern Parcel" (to be rezoned to R-3, Single and Two-Family Residential) will be approximately 1.43 acres in area and the "Western Parcel" (to be directly converted to AG, Agricultural) will be approximately 0.79 acres in area. The Owner further agrees to dedicate 20 feet of right-of-way and install a 5' wide sidewalk or include a deferral for sidewalk construction on the minor subdivision plat.

Section 5. Land Uses on "Eastern Parcel". The Owner agrees that the use of the "Eastern Parcel" shall be limited to the allowed uses within the R-3, Single and Two-Family Residential Zoning District as specified in the Urbana Zoning Ordinance. This includes the conversion of the existing structure on said lot for the use of a residential duplex. The Owner further agrees to discontinue the use of the existing structure on the eastern lot as an animal clinic within six months following the issuance of a Certificate of Occupancy for the new clinic/hospital on the "Western Parcel".

Section 6. Land Uses on "Western Parcel". The Owner agrees to use of the "Western Parcel" for development of a new small animal clinic as specified in Article II Section 3 of this agreement. Any other use of the Western Parcel shall conform to the requirements of the AG, Agricultural Zoning District as specified in the Urbana Zoning Ordinance.

Section 7. Building Code Compliance. The Owner agrees to cause all new development, construction, remodeling or building additions on said 2.22-acre tract to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

Section 8. Access. The Owner agrees that once the 2.22-acre tract is subdivided into two parcels, there shall be only one curb-cut access allowed to Windsor Road for each parcel. The Owner further agrees that should the adjacent property to the east and south of the proposed Eastern Parcel be platted in a manner that creates roadway frontage to the lot, that the curb-cut to Windsor Road for the "Eastern Parcel" shall be closed and access shall be accommodated from the new public roadway. All site improvements shall be reviewed and approved by the City Engineer in accordance with all adopted codes, ordinances, and laws of the City of Urbana.

Section 9. Windsor Road Improvements. The Owner understands that future roadway improvements to Windsor Road may include a median which would limit full access to the 2.22-acre tract although u-turn provisions will be considered in the roadway design in order to maintain all reasonable access to both lots from either direction of Windsor Road.

Section 10. Sanitary Sewer. The Owner agrees to connect to sanitary sewer service at such time as a sewer is available to the property line of the 2.22-acre site.

Section 11. Disconnection. The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tracts from the City once it is annexed.

Section 12. Amendments Required. 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 duly executed by the Owner and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to 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 Owner, 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 to annex the property with two separate zoning classifications as depicted on Exhibit "C". The "Eastern Parcel" containing the existing structure will be zoned R-3, Single and Two-Family Residential. The "Western Parcel" will be directly converted from County AG-2, Agriculture to City AG, Agriculture.

Section 3. Conditional Use Permit. The Corporate Authorities agree with this annexation agreement to grant a Conditional Use Permit to allow the establishment of a "*Veterinary Hospital – Small Animal*" clinic land use in the AG, Agricultural Zoning District on the "Western Parcel". The Corporate Authorities further agree that the granting of the Conditional Use Permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that the use of a "*Veterinary Hospital – Small Animal*" clinic:

- a. will be conducive to the public convenience at this location;

- b. will be 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; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

Section 4. Variances. The Corporate Authorities agree to grant the following variances to the Urbana Zoning Ordinance:

- Allow less than the minimum one-acre required lot area for a lot in the AG, Agriculture Zoning District;
- Allow less than the minimum 150-foot required lot width for a lot in the AG, Agriculture Zoning District;
- Allow the parking lot for the new animal clinic to encroach up to 10 feet into the required 25-foot front yard setback for the AG, Agricultural Zoning District;
- Allow one monument-style freestanding sign for the animal clinic business on the “Western Parcel”. The sign shall be permitted to be up to 7 feet tall with a sign area of no more than 32 square feet. The sign may be placed anywhere within the required front-yard setback but shall not be placed within the Windsor Road right-of-way.

The Corporate Authorities further agree that the above stated variances are consistent with the variance criteria identified in Section XI-3.c of the Urbana Zoning Ordinance and that they are not unreasonably injurious to the public and will not be detrimental to the district.

Section 5. Access. The City agrees to allow two access driveways to Windsor Road; one access driveway would serve each parcel upon subdivision.

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 Owner, or the Owner’s 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. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner or the Owner's 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 tracts, 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 no party will take action or omit to take action during the term of this Agreement which act or omission as applied to the tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by 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 party not in default 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.

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.

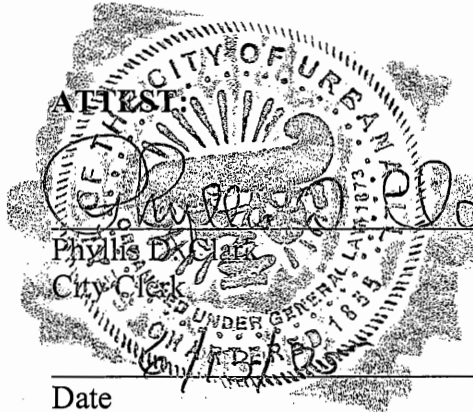
Corporate Authorities
City of Urbana:

Samuel Sant'Anna
Mayor, City of Urbana
6-13-05
Date

Owner:

Gary Brummet
Gary Brummet
5-9-05
Date

ATTEST:
Phyllis D. Clark
Phyllis D. Clark
City Clerk
5-9-05
Date



ATTEST:

Jennifer A. Buchanan
Notary Public
5-9-05
Date



Exhibits attached and made a part of this Agreement:

- Exhibit "A": Legal Description of 2.22-acre Parcel
- Exhibit "B": Location Map of 2.22-acre tract to be annexed.
- Exhibit "C": Description and Illustration of intended subdivision creating an "Eastern Lot" and "Western Lot"

Exhibit "A"

Legal Description of 2.22-Acre Tract

The entire 2.22-acre parcel is legally described as follows:

Beginning at the Northeast Corner of the premises described as the North 23.3 acres of the West Half (W ½) of the East Three-quarters (E ¾) of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Nineteen (19) North, Range Nine (9) East of the Third Principle Meridian, situated in Champaign County, Illinois, thence South 208.708 feet; thence West 417.416 feet; thence North 208.708 feet; thence East 417.416 feet to the place of beginning, situated in Champaign County, Illinois.

Also...

Beginning at the Northeast corner of the premises known as "The North 23.3 acres of the West Half of the East three-quarters (3/4) OF THE northeast quarter of Section 27, Township 19 North, Range 9 East of the Third Principle Meridian"; thence South 208.71 feet along the East line of said tract for a true place of beginning; thence South along the East line of the West Half of the East three-quarters (3/4) of the Northeast Quarter of said Section 27, 30.00 feet; thence West parallel with the North line of said Section 27, 417.42 feet; thence North parallel with the East line of said tract, 30.00 feet; thence East parallel with the North line of said Section 27, 417.42 feet to the place of beginning, situated in Champaign County, Illinois.

Except a part of the tract being more particularly described as follows:

Commencing at the Northeast corner of the above described tract of land, said point being 991.48 feet West of the Northeast corner of said Section 27 as measured along the North line of said Section 27, proceed on an Illinois State Plan Coordinate System, East Zone Grid Bearing of South 00 degrees 41minutes 37 seconds East 32.53 feet to the true point of beginning, said point also being on the existing South right-of-way line of F. A. Route 524 (Illinois Route 130); thence South 00 degrees 20 minutes 17 seconds East 20.22 feet; thence South 89 degrees 09 minutes 19 seconds West 58.26 feet; thence South 00 degrees 50 minutes 37 seconds West 20.40 feet to a point on said right-of-way line of F. A. 524 (Illinois Route 130); thence North 89 degrees 19 minutes 28 seconds East along said South right-of-way line of F. A. Route 524 (Illinois Route 130) a distance of 58.44 feet to the point of beginning.

Common Address: 3003 East Windsor Road
Property Identification Number: 30-21-27-200-006

Exhibit "B"

Location Map of 2.22-acre tract to be annexed.

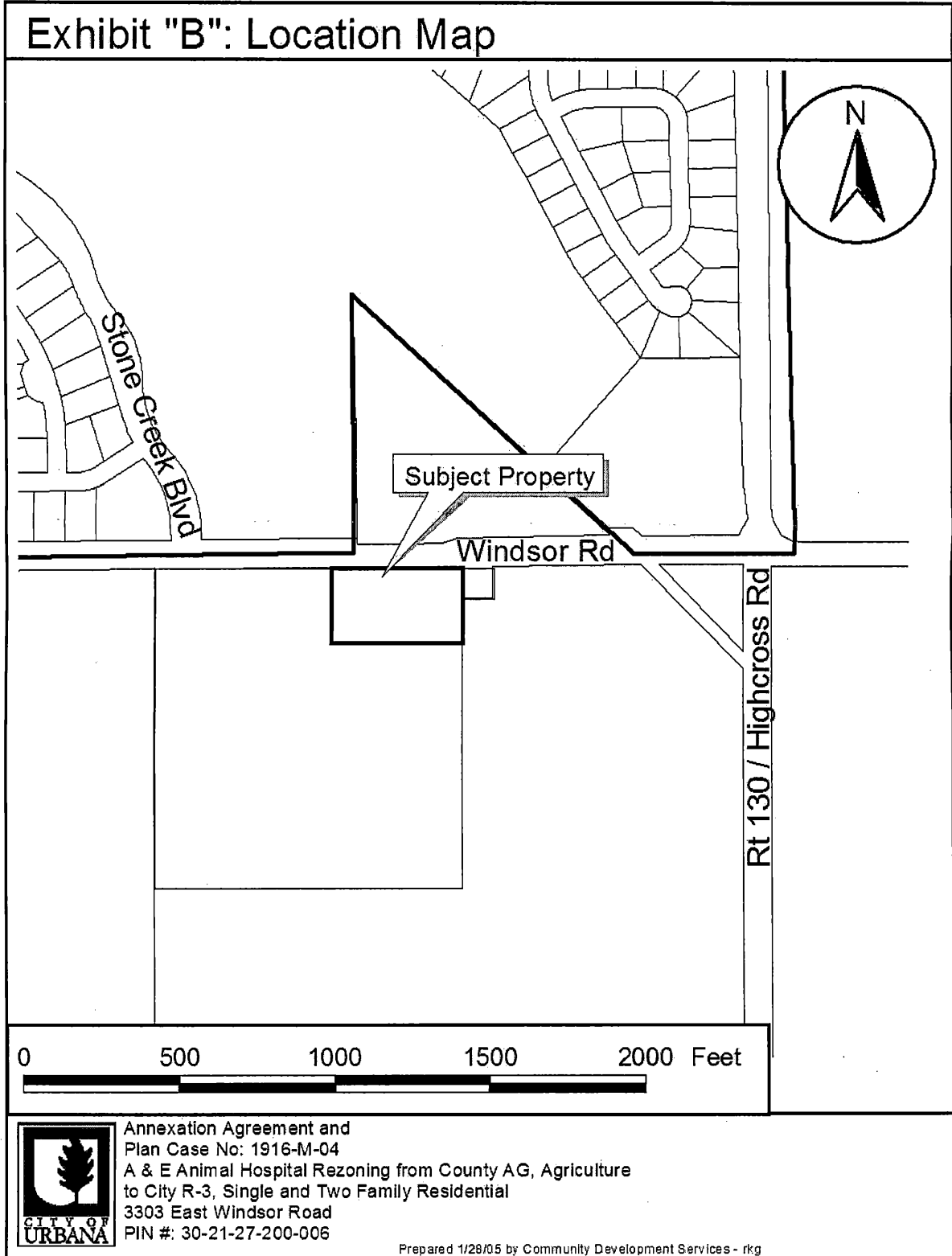


Exhibit "C"


Description and Illustration of intended subdivision

Exhibit "C" Intended Subdivision

Windsor Road

AG R-3

"Western Parcel" "Eastern Parcel"

 Annexation Agreement and
Plan Case No: 1916-M-04
A & E Animal Hospital Rezoning from County AG, Agriculture
to City R-3, Single and Two Family Residential
3303 East Windsor Road
PIN #: 30-21-27-200-006

Prepared 1/28/05 by Community Development Services - rkg