

2005R18080

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CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC FEE: 35.00  
RHSPS FEE:  
REV FEE:

PAGES: 14

PLAT ACT: 0

PLAT PAGE:

14  
Recording Cover Sheet

ORDINANCE NO. 2005-06-076

"AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT (3305 AND  
3311 SOUTH PHILO ROAD / FIRST BAPTIST CHURCH)"

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

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

(3305 and 3311 South Philo Road / First Baptist Church of Urbana)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and The First Baptist Church of Urbana has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs two tracts totaling approximately 5.00 acres located on the south side of Philo Road approximately 440 feet south of Trails Drive extended more commonly referred to as 3305 and 3311 South Philo Road and legally described as follows:

A part of the Southwest Quarter of Section 28 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as follows:

Lots 1 and 2 of the First Baptist Church of Urbana Subdivision, as shown on a plat, recorded May 19, 2005, as Document Number 2005R13236, in the Office of the Recorder of Deeds, Champaign County, Illinois.

Said tracts containing 5.00 acres, 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 the tracts.

That part of Philo Road right-of-way lying adjacent to the herein annexed tract, encompassing 0.429 acres, more or less.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 23<sup>rd</sup> day of May, 2005 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 notice of the public hearing to each of the Trustees of the Philo Fire Protection District on the matter; and

WHEREAS, on the 6<sup>th</sup> day of June, 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 19th day of May, 2005, to consider the proposed Annexation Agreement and the rezoning from Champaign County AG-2, Agriculture to the City R-2, Single-Family Residential Zoning District upon annexation in Plan Case No. 2005-A-07 and 1933-M-05; 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 and the First Baptist Church of Urbana, 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 6th day of June,  
2005.


AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth,  
Stevenson, and Mayor Prussing

NAYS:

ABSTAINS:

APPROVED by the Mayor this 6th day of June,

2005.



*[Signature]*  
City Clerk

*[Signature]*  
Deputy Clerk

*[Signature]*  
Laurel Lunt Prussing, Mayor

**First Baptist Church of Urbana  
3305 and 3311 South Philo Road  
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 the First Baptist Church of Urbana, Illinois, (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 First Baptist Church of Illinois is the Owner of record of two tracts of property totaling approximately 5.44 acres, located at 3305 and 3311 South Philo Road, 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 tracts to be annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, both tracts tract are 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, both tracts are currently zoned AG-2, Agricultural in Champaign County; and

WHEREAS, the City and Owner find it necessary and desirable that both tracts, as described in Exhibit "A" be annexed, and that both tracts be zoned R-2, Single-Family Residential zoning under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the Urbana City Council finds that annexing said property as described herein reflects the goals, objectives and policies set forth in the 2005 Comprehensive Plan, as amended from time to time; 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 property 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, both tracts will be rezoned from Champaign County AG-2, Agriculture Zoning District to City R-2, Single Family Residential. 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. Land Uses.** The Owner agrees that the use property shall be limited to that allowed within the R-2, Single-Family Residential Zoning District except that this agreement stipulates the approval of a Special Use Permit to allow for the establishment of a church on the southern tract and a parsonage home on the northern tract. The layout of the church shall closely resemble the site plan shown on Exhibit "C".

**Section 4. Building Code Compliance.** The Owner agrees to cause all new development, construction, remodeling or building additions on said tracts to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

**Section 8. Sanitary Sewer.** The Owner agrees to connect to sanitary sewer service at such time as a sewer is available to the property.

**Section 9. 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 10. 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.

**Section 11. Parking Lot Landscape Buffer.** The Owner agrees to plant a vegetative screen along the south side of the parking lot at such time as residential development is proposed on the property to the south of the church tract. The purpose of the screen is to visually screen the parking lot and automobile headlights. The Owner shall consult with the City Arborist on appropriate plant species that meet the requirements of the Urbana Zoning Ordinance for parking lot screening..

## **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 both tracts with a zoning classification of R-2, Single Family Residential.

**Section 3. Development.** The Corporate Authorities agree with this annexation agreement to grant a Special Use Permit to allow the establishment of a “*Church of Temple*” land use in the R-2, Single-Family Residential Zoning District along with an accessory parsonage home. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that the use of a “*Church or Temple*”:

- 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. 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:**

*Paul J. Brown*  
Mayor, City of Urbana

June 29, 2005  
Date

**ATTEST:**

*Phyllis D. Clark*  
Phyllis D. Clark  
City Clerk

by *Robert D. Holcomb* Deputy Clerk  
6-29-05  
Date

**Owner:**

*Paula R. [Signature]*  
First Baptist Church of Urbana,  
Illinois

06-06-05  
Date

**ATTEST:**



*Teri Andel*  
Notary Public

06-06-05  
Date

Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Description of both tracts

Exhibit "B": Location Map of Site

Exhibit "C": Layout of proposed church development on tract.

## **Exhibit "A"**

### **Legal Description**

A part of the Southwest Quarter of Section 28 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as follows:

Lots 1 and 2 of the First Baptist Church of Urbana Subdivision, as shown on a plat, recorded May 19, 2005, as Document Number 2005R13236, in the Office of the Recorder of Deeds, Champaign County, Illinois.

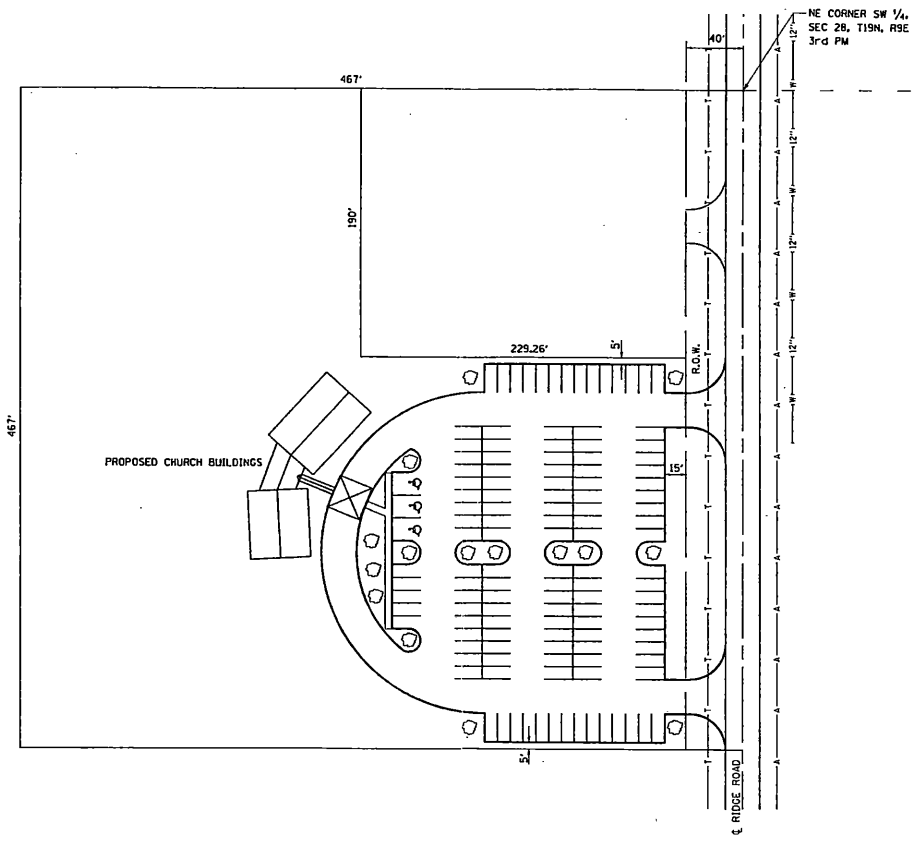
Said tracts containing 5.00 acres, more or less, all situated in Urbana Township, Champaign County, Illinois.

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 the tracts.

That part of Philo Road right-of-way lying adjacent to the herein annexed tract, encompassing 0.429 acres, more or less.



GAS MAIN ON WEST SIDE OF  
 RIDGE ROAD STOPS APPROX.  
 475' NORTH OF NE CORNER,  
 SW 1/4, SEC 28



DEERFIELD TRAILS

SOUTH RIDGE V



REV. NO.	DESCRIPTION	BY	DATE	APPROVED
PRELIMINARY SITE LAYOUT				
DESIGN	BWC			SCALE
DATE	3/05			
DRAWN				BWC PROJECT NO.
DATE				516-0501
CHECKED				DATE
DATE				
APPROVED				DRAWING NO.
DATE				
CLIENT				
DATE				
<b>BWC</b> BLANK, WESSELINK, COOK & ASSOCIATES, INC.				
ARCHITECTS		ENGINEERS		

EXHIBIT "C"

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

The Petitioner, First Baptist Church of Urbana, respectfully states under oath:

1. Petitioner is the sole owner of record of the legally described land attached hereto as Exhibit "A" (hereinafter sometimes referred to "Tract"); and
2. Said Tract is not situated within the corporate limits of any municipality but is contiguous to the City of Urbana, Illinois at the time of annexation; and
3. There are no electors residing on the said Tract.

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois 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 terms of any annexation agreement for said tract passed by the City of Urbana and approved by the Mayor of the City of Urbana.

Dated this 19 day of May, 2005.

**Owners:**



For the First Baptist Church of Urbana by an officer of the said Church authorized to sign this petition for annexation by the duly constituted governing body thereof.

Acknowledgment

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public for the State of Illinois, certify that \_\_\_\_\_  
RON PAYNE personally known to  
me to be the same person whose name(s) is / are subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that he signed,  
sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act.

Dated: 5-18-05

Donna M. Foley  
Notary Public





**Exhibit "A"**  
**Legal Description**

Lots 1 and 2 of the Final Plat of First Baptist Church Subdivision Champaign County, Illinois. A part of the Southwest quarter of Section 28 Township 19 North Range 9 East of the Third Principal Meridian in Champaign County, Illinois as recorded with the Champaign County Recorder under Document Number 2005R13236.

**NOTICE OF INTENT TO ANNEX TERRITORY TO THE CITY OF URBANA**

**TO:**

**Urbana Township Board of Trustees**

**Donald Smith**  
4006 E. Anthony Drive  
Urbana, IL 61802

**Lucinda Collins**  
2010 Prairie View  
Urbana, IL 61802

**Jack Price**  
504 McGee Circle  
Urbana, IL 61802

**Urbana Township Supervisor**

**Mr. Don Flessner**  
2312 E. Perkins Road  
Urbana, IL 61801

**Urbana Township Commissioner of Highways**

**Jim Prather**  
2312 E. Perkins Road  
Urbana, IL 61801

**and**

**Trustees of Philo Fire Protection District**

**Mike McHenry, Chief**  
1670 N. County Rd 600  
Philo, IL 61864-9796

**Don Hewing**  
209 Eisenhower Drive  
Philo, IL 61864

**John Godsell**  
1429 County Road 1100 North  
Urbana, IL 61802

**Rick Kirby**  
111 S. Harrison Street  
Philo, Illinois 61864