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Recording Cover Sheet

ORDINANCE NO. 2014-12-110

AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ANNEXATION  
AGREEMENT (1702 COOKS LANE / HAROLD E  
WHITLATCH AND TERESA WESTENHAVER)

**2014R23733**  
REC ON: 12/26/2014 1:40:38 PM  
CHAMPAIGN COUNTY  
**BARBARA A. FRASCA, RECORDER**  
REC FEE: 45.00  
PAGES 6  
PLAT ACT: OPLAT PAGE:

Prepared for recording by:

Phyllis D. Clark, City Clerk

400 S. Vine Street, Urbana, IL 61801

(G)

Return to:

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

Passed: December 1, 2014  
Signed: December 3, 2014

**ORDINANCE NO. 2014-12-110**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT  
(1702 Cooks Lane / Harold E Whitlatch and Teresa Westenhaver)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Harold E Whitlatch and Teresa Westenhaver 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 5.19 acres located east of Cooks Lane and north of Perkins Road, to be assigned the address "1702 Cooks Lane", and said tract is legally described as follows:

LOT TWO (2) OF WALNUT KNOLL SUBDIVISION OF A PART OF FLESSNER SUBDIVISION  
IN CHAMPAIGN COUNTY, ILLINOIS, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.  
PIN: 30-21-03-376-009; and

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 5<sup>th</sup> day of November, 2014 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held before the Urbana City Council on the matter of the proposed Annexation Agreement on the 1<sup>st</sup> day of December, 2014; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to the Chief and each of the Trustees of the Carroll Fire Protection District on the 10<sup>th</sup> day of November, 2014; and

WHEREAS, on the 20<sup>th</sup> day of November, 2014, the Urbana Plan Commission held a public hearing on the proposed rezoning in the Annexation Agreement and voted 4 ayes and 2 nays to forward a recommendation of approval to the Urbana City Council; and

WHEREAS, on the 1<sup>st</sup> day of December, 2014, the Urbana City Council held a public hearing on the proposed Annexation Agreement; 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 Annexation Agreement between the City of Urbana, Illinois and Harold E Whitlatch and Teresa Westenhaver, 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 1<sup>st</sup> day of December, 2014.

AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth,  
Prussing

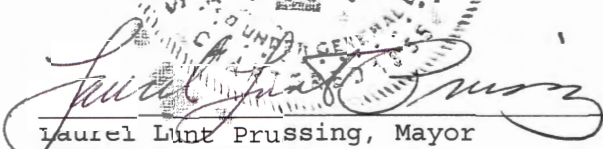
NAYS:

ABSTAINS:

  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk



APPROVED by the Mayor this 3<sup>rd</sup> day of December, 2014.

  
\_\_\_\_\_  
Laurel Lint Prussing, Mayor

10N



**Recording Cover Sheet**

ORDINANCE NO. 2014-12-110

AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT (1702  
Cooks Lane / Harold E Whitlatch and Teresa Westenhaver)

**2015R00942**  
REC ON: 01/20/2015 3:35:56 PM  
CHAMPAIGN COUNTY  
**BARBARA A. FRASCA, RECORDER**  
REC FEE: 49.00  
PAGES 10  
PLAT ACT: OPLAT PAGE:

(AGREEMENT ATTACHED)

Prepared for recording by:

Kevin J. Garcia, Planner II

400 S. Vine Street, Urbana, IL 61801

Return to:

Kevin J. Garcia, Planner II

City of Urbana

400 S. Vine Street

Urbana, IL 61801



# Annexation Agreement

(Harold E. Whitlatch and Teresa Westenhaver)

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 E. Whitlatch and Teresa Westenhaver (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, Harold E. Whitlatch and Teresa Westenhaver are the Owners of record of a certain 5.19-acre parcel of real estate located at Cooks Lane and Perkins Road, Urbana, Illinois, and having permanent index number 30-21-03-376-009, 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 tract to be annexed to the City under the provisions of this Agreement; and

WHEREAS, although the tract is not yet contiguous to the City of Urbana, the owners find that in order to best utilize the owners' property, it is desirous to enter into this Agreement to annex the tract to the City of Urbana when the said tract becomes contiguous to the City, pursuant to and as provided for in this Annexation Agreement; and

WHEREAS, the tract is currently zoned Champaign County CR, Conservation Recreation Zoning District in Champaign County and the City and the Owners find it necessary and desirable that the tract be annexed to the City with a zoning classification of AG, Agricultural Zoning District, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, 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 as AG, Agricultural Zoning District, generally reflects the goals, objectives and policies set forth in the City's 2005 Urbana Comprehensive Plan; and

WHEREAS, the City's 2005 Comprehensive Plan, as amended from time to time, designates the future land use of the tract as "Rural Residential", the Corporate Authorities find AG, Agricultural Zoning District the most appropriate zoning designation for the intended use; 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.** The Owners represent that the Owners are the sole owners of record of the tract described in Exhibit A, and said Owners agree to annex the tract to the City subject and pursuant to the provisions of this Agreement.

Concurrently with the execution of this Agreement, the Owners shall provide the City with a written petition, signed by the Owners and any electors residing on the tract, requesting annexation of the entire tract to the City in proper form to allow annexation of the entire tract when contiguous pursuant to the Illinois Municipal Code. The Owners shall provide the City with a new petition in accordance with this section within five (5) days of any change in the number or identities of the electors residing on the tract. Along with this Agreement, the owners will execute a Memorandum of Contract concerning this Agreement, attached hereto and labeled Exhibit C. The Memorandum of Contract will be recorded against the property at the expense of the City.

If the parcel has not already been annexed by the City, the Owners agree that the substance of this Section of the Agreement shall be included in any sales contract for the sale of any portion of the tract and that as a condition of any transfer of the whole or any part of the tract, the grantees shall sign at closing and submit to the City a signed petition for annexation within five (5) days of the closing on said transfer and thereafter shall submit a new petition for annexation within five (5) days of any change in the number or identities of the electors residing on the tract. The Owners agree that these requirements shall also be obligations on future owners as to the transfer to any subsequent grantees until the tract or portion thereof is annexed to the City. If the subject tract is to be platted for subdivision, the Owners agree that the substance of these provisions regarding annexation shall be included in the subdivision covenant.

The Owners agree for themselves, their successors 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 and costs of suit from all persons obligated to consent to annexation. The parties further 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 Owners agree and hereby stipulate 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 Owners acknowledge that upon annexation, the tract will be rezoned from Champaign County CR, Conservation Recreation Zoning District to City AG,



Agricultural Zoning District. The Owners agree that, unless changed upon the initiative of the Owners, 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 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. For the term of this Agreement, the Owners shall not petition for a county rezoning of said tract without a written amendment to this Agreement.

**Section 4. Land Uses.** The Owners agree that for the term of this Agreement the uses of the tract shall be limited to uses permitted in the AG, Agricultural Zoning District as set forth in the Urbana Zoning Ordinance. The Owners shall be allowed to erect a single-family residence, plus accessory structures. The combined area of all structures shall not exceed 4,000 square feet.

**Section 5. Building Code Compliance.** The Owners agree to cause all new development, construction, remodeling or building additions on said tract to be in conformance with all applicable City codes and regulations including building, zoning and subdivision codes.

## 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 to annex the tract with a zoning classification of AG, Agricultural.

**Section 3. Land Uses.** The Corporate Authorities agree to allow the Owners to erect a single-family residence, plus accessory structures. The combined area of all structures shall not exceed 4,000 square feet. In addition, the Corporate Authorities agree to allow the Owners to use the property for any use allowed in the AG Zoning District. Uses may include conducting row or pasture cropping on the site and raising or keeping livestock including, but not limited to, fowl, rabbits, and horses.

## 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 that either party files suit to enforce the terms of this Agreement, 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.

**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 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 no party will take 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 the Owners and the City.

**Section 4. Enforcement.** The Owners 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 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.

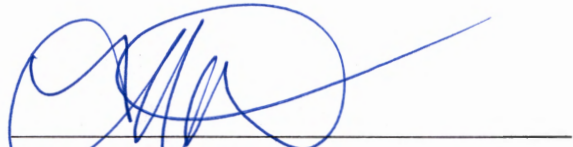
**Section 6. Recordation: Effective Date.** The Corporate Authorities and Owners intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date 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.

**Owners:**



Harold E. Whitlatch

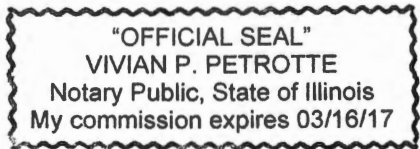


Teresa Westenhaver

State of Illinois )  
 ) ss  
County of Champaign )

SUBSCRIBED and SWORN to before me this 15<sup>th</sup> day of December, 2014.

Vivian P. Petrotte  
Notary Public



**Corporate Authorities**  
**City of Urbana:**

Laurel Lunt Prussing  
Laurel Lunt Prussing  
Mayor

December 16, 2015  
Date

ATTEST:

Phyllis D. Clark  
Phyllis D. Clark  
City Clerk

Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Memorandum of Contract

## **Exhibit A**

### **Legal Description**

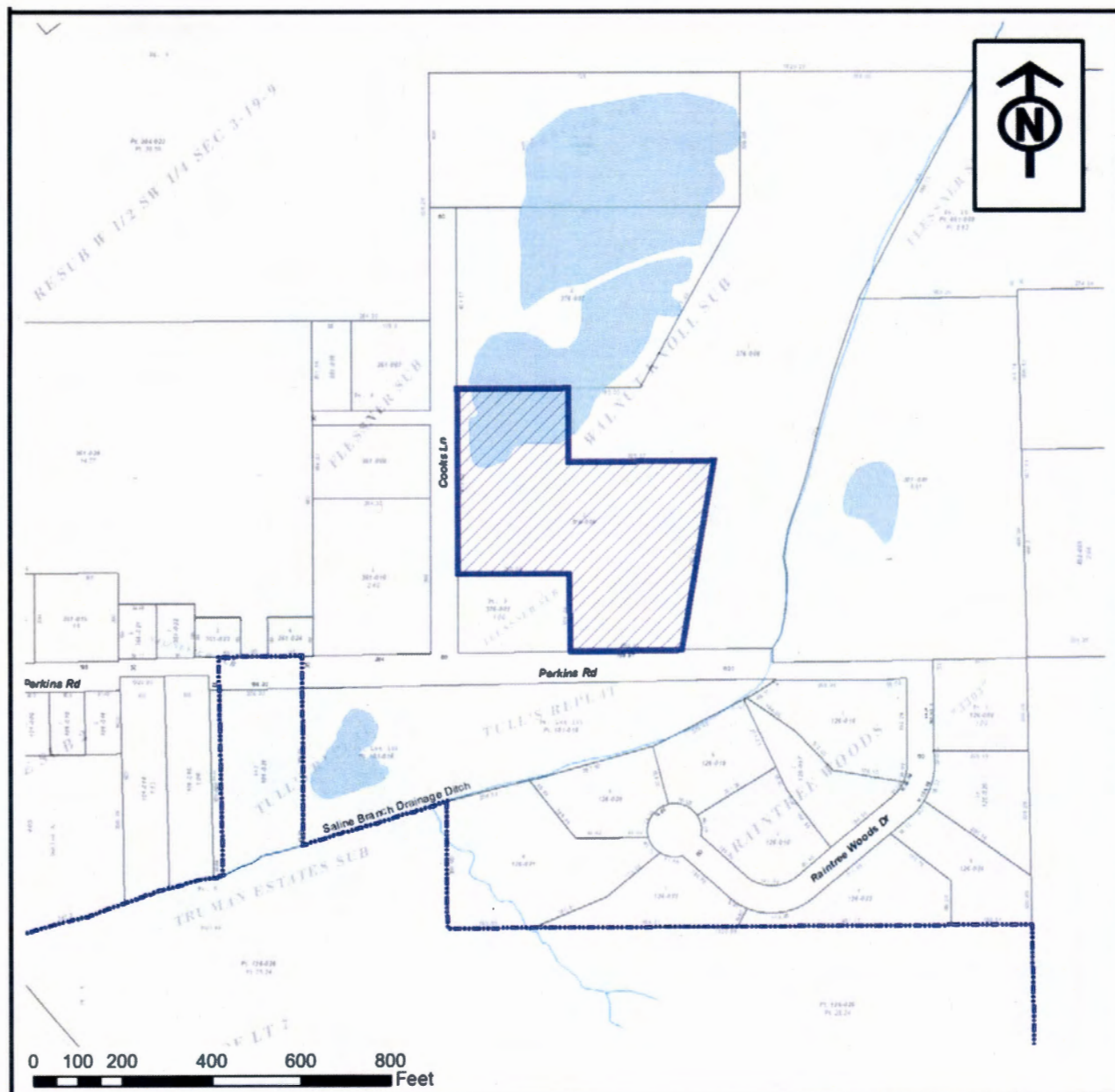
Lot Two (2) of Walnut Knoll Subdivision of a part of Flessner Subdivision in Champaign County, Illinois, situated in Champaign County, Illinois.

Permanent Index No. 30-21-03-376-009

Commonly known as Lot 2 Walnut Knoll Subdivision, Urbana, Illinois 61802

# Exhibit B

## Location Map



**Case:** 2014-A-06 & 2245-M-14  
**Subject:** Annexation Agreement & Rezoning  
**Location:** Cooks Lane and Perkins Road  
**Petitioners:** Howard E. Whitlatch & Teresa Westenhaber

- Subject Property
- Urbana Corporate Limits

Prepared 10/20/14 by Community Development Services - kjg



**Exhibit C**

**MEMORANDUM OF CONTRACT**

THIS MEMORANDUM OF CONTRACT is made between Harold E. Whitlatch and Teresa Westenhaver ("Owners") and the City of Urbana, Illinois ("City") pertaining to an annexation agreement between them dated [date], recorded on [date] as Document No. [Recorder's document number], relating to the real property described below:

Lot Two (2) of Walnut Knoll Subdivision of a part of Flessner Subdivision in Champaign County, Illinois, situated in Champaign County, Illinois.

Permanent Index Number: 30-21-03-376-009

Commonly known as Lot 2 Walnut Knoll Subdivision, Urbana, Illinois 61802


Notice is hereby given of a provision in the aforesaid Agreement requiring said real property to be annexed to the City by the terms and conditions set forth in the Agreement and that, upon any transfer of said real property, the grantees shall sign at closing and submit to the City a signed petition for annexation within five (5) days of the closing on said transfer and thereafter shall submit a new petition for annexation within five (5) days of any change in the number or the identities of the electors residing on the property. Further, the terms of this Agreement shall constitute a covenant running with the land for the life of this Agreement unless otherwise provided therein.


IN WITNESS WHEREOF, the parties have executed this Memorandum on

Owners

Harold E. Whitlatch and Teresa Westenhaver  
1565 Hancock Drive  
Urbana, Illinois 61802

BY:

  
\_\_\_\_\_  
Harold E. Whitlatch

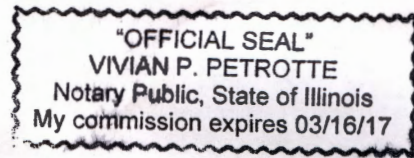
  
\_\_\_\_\_  
Teresa Westenhaver

STATE OF ILLINOIS                    )  
  )  
COUNTY OF CHAMPAIGN            )        ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that Harold E. Whitlatch and Teresa Westenhaver, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15<sup>th</sup> day of December, 2014.

Vivian P. Petrotte  
Notary Public



City of Urbana  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

BY:

Laurel Lunt Prussing  
Laurel Lunt Prussing  
Mayor

ATTEST:

Phyllis D. Clark  
Phyllis D. Clark  
City Clerk

Prepared By And Return To:  
City of Urbana Legal Division  
400 S. Vine Street  
Urbana, IL 61801  
Phone: 217-384-2464



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Planning Division*  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801  
217-384-2440

November 10, 2014

**NOTICE TO TOWNSHIP OF PUBLIC HEARING  
ON ANNEXATION AGREEMENT**

**TO: Urbana Township Board of Trustees**

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

**Mark Sapoznik**  
308 Yankee Ridge Lane  
Urbana, IL 61802

**Bernard Taylor**  
2706 Donald Drive  
Urbana, IL 61802

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

**Carol Edwards**  
2605 Brownfield Road  
Urbana, IL 61802

**Urbana Township Supervisor**

**Jeffory Johnstone**  
2005 Burwell Street  
Urbana, IL 61802

**Urbana Township Clerk**

**Kathy Pew**  
2312 East Perkins Road  
Urbana, IL 61802

**Urbana Township Commissioner of Highways**

**Jim Prather**  
2312 East Perkins Road  
Urbana, IL 61802

**ORIGINAL  
For Case File**

**NOTICE IS HEREBY GIVEN** to all interested persons that the Corporate Authorities of the City of Urbana, Illinois will hold a public hearing on **Monday, December 1, 2014 at 7:00 P.M.** in the Urbana City Council Chambers, 400 South Vine Street, Urbana, Illinois, at which time and place the Corporate Authorities will consider the following case:



**Annexation Case 2014-A-06:** A proposed annexation agreement between the City of Urbana and Harold E. Whitlatch and Teresa Westenhaver, including rezoning from County CR (Conservation-Recreation) to City AG (Agricultural), for a 5.19-acre parcel located north of Perkins Road and east of Cooks Lane (directly northeast of 2404 East Perkins Road), commonly known as Lot 2 Walnut Knoll Subdivision, Urbana, Illinois 61802. The parcel is currently located within unincorporated Champaign County and is not contiguous to the City of Urbana.

**LEGAL DESCRIPTION:**

Lot Two (2) of Walnut Knoll Subdivision of a part of Flessner Subdivision in Champaign County, Illinois, situated in Champaign County, Illinois.

Permanent Index No. 30-21-03-376-009

Notice is further given that the Council of the City of Urbana will vote on whether to enter into said annexation agreement at its regular meeting on December 1, 2014, at 7:00 P.M. in the Urbana City Council Chambers, 400 South Vine Street, Urbana, Illinois.

Detailed information concerning this case is available at the City of Urbana, Community Development Services Department located at 400 South Vine Street, Urbana, IL 61801. Information may also be obtained by contacting Kevin Garcia at (217) 384-2440 or [kjgarcia@urbanaillinois.us](mailto:kjgarcia@urbanaillinois.us).



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Director, Community Development Services  
City of Urbana, Illinois





## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Planning Division*  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801  
217-384-2440

November 10, 2014

### NOTICE TO FIRE PROTECTION DISTRICT OF PUBLIC HEARING ON ANNEXATION AGREEMENT

**TO: Trustees of Carroll Fire Protection District**

Tom Harnsberger  
2104 Barnes Street  
Urbana, IL 61802

Barney Bryson  
2102 Barnes Street  
Urbana, IL 61802

Debra Griest  
1802 Cindy Lynn Street  
Urbana, IL 61802

Dave Roberts  
2702 East Perkins Road  
Urbana, IL 61802

Derald Seeds  
2005 Barnes Street  
Urbana, IL 61802

**Chief of the Carroll Fire Protection District**

James Green  
107 Ennis Lane  
Urbana, IL 61802

**NOTICE IS HEREBY GIVEN** to all interested persons that the Corporate Authorities of the City of Urbana, Illinois will hold a public hearing on **Monday, December 1, 2014 at 7:00 P.M.** in the Urbana City Council Chambers, 400 South Vine Street, Urbana, Illinois, at which time and place the Corporate Authorities will consider the following case:

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Permanent Index No. 30-21-03-376-009

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Director, Community Development Services  
City of Urbana, Illinois

**AFFIDAVIT OF MAILING NOTICE OF PUBLIC HEARING ON ANNEXATION  
AGREEMENT**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF CHAMPAIGN            )

Elizabeth H. Tyler, Community Development Services Director, states that she gave notice of a public hearing scheduled to be held on the 1<sup>st</sup> day of December, 2014, to consider an annexation agreement regarding territory described in the Notice, which territory lies within the boundaries of the Carroll Fire Protection District to the City of Urbana, Illinois, in compliance with the provisions of Section 5/7-1-1, by sending a notice by certified mail, postpaid to each of the Trustees of Carroll Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the \_\_\_\_ day of November, 2014, by this Affiant, at the Post Office in the City of Urbana, Illinois, being more than ten (10) days prior to the time mentioned in said notice as the time at which the Council of the City of Urbana would take action on an ordinance approving the proposed annexation agreement; and

That a copy of said notice so mailed, as aforesaid, is hereto attached, made a part of this Affidavit, and marked "Exhibit 1."

  
\_\_\_\_\_  
Elizabeth H. Tyler, FAICP, PhD, Director  
Community Development Services  
City of Urbana

Subscribed and sworn to before me this  
10<sup>th</sup> day of November, 2014.

Teri Andel  
\_\_\_\_\_  
Notary Public

