



City of Urbana
400 South Vine Street
Urbana, IL 61801

2020R03968
REC ON: 03/12/2020 09:00:13 AM
CHAMPAIGN COUNTY
MARK SHELDEN
REC FEE: 51.00
RHSPS Fee:
REV FEE:
PAGES 12
PLAT ACT: PLAT PAGE:

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS

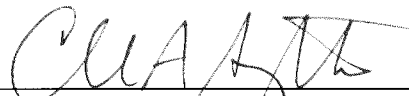
I, CHARLES A. SMYTH, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT (1909 BROWNFIELD ROAD / ANNEXATION AGREEMENT 2020-A-01 / OLYMPIAN PROPERTIES DEVELOPMENT, LLC) [ORD. 2020-03-012].

approved by the City Council of the City of Urbana, Illinois, on the 9th day of March, AD, 2020, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 11th day of March, AD, 2020.





Charles A. Smyth, City Clerk



ORDINANCE NO. 2020-03-012

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT

**(1909 Brownfield Road / Annexation Agreement 2020-A-01 /
Olympian Properties Development, LLC)**

WHEREAS, an annexation agreement between the City of Urbana, Illinois, and Olympian Properties Development, LLC, has been submitted for the Urbana City Council's consideration; and

WHEREAS, said agreement governs a tract totaling approximately 0.26 acres located north of Brownfield Road, and said tract is legally described as follows:

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4 , also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in 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 this parcel:

The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois. All situated in Champaign County, Illinois and containing 0.05 acres, more or less;

located at 1909 Brownfield Road, and further referenced as Champaign County permanent index number 30-21-03-302-006; and

WHEREAS, on February 4, 2020, the Director of Community Development Services duly published notice in *The News-Gazette*, a newspaper having general circulation in the City of Urbana, Illinois, that a public hearing would be held before the Urbana City Council on the matter of the proposed annexation agreement; and

WHEREAS, on February 4, 2020, the Director of Community Development Services also mailed notice of the public hearing to each of the Trustees of the Carroll Fire Protection District, each Board of Urbana Township Trustee, and the Urbana Township Clerk, Supervisor, and Commissioner of Highways; and

WHEREAS, on February 20, 2020, after due and proper notice, the Urbana Plan Commission held a public hearing to consider the proposed annexation agreement in Case No. 2020-A-01; and

WHEREAS, the Urbana Plan Commission voted 6 ayes and 0 nays to forward a recommendation of approval to the Urbana City Council; and

WHEREAS, on March 9, 2020, the Urbana City Council held a public hearing on the proposed annexation agreement; and

WHEREAS, the City Council has determined that the proposed annexation agreement is in conformance with the goals and objectives of the City of Urbana's 2005 Comprehensive Plan; and

WHEREAS, the 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.

An annexation agreement between the City of Urbana, Illinois, and Olympian Properties Development, LLC in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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 as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The City Clerk is authorized and directed to record in the Office of the Recorder of Deeds and to file with the Champaign County Clerk a certified copy of this Ordinance.


This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the corporate authorities.

PASSED BY THE CITY COUNCIL this 9th Day of March, 2020.

AYES: Brown, Colbrook, Hursey, Jakobsson, Miller, Roberts, Wu, Marlin


NAYS:

ABSTENTIONS:

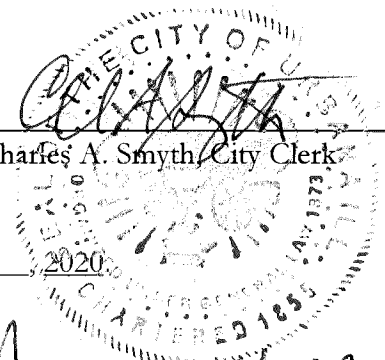


Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 10th Day of March, 2020.



Diane Wolfe Marlin, Mayor

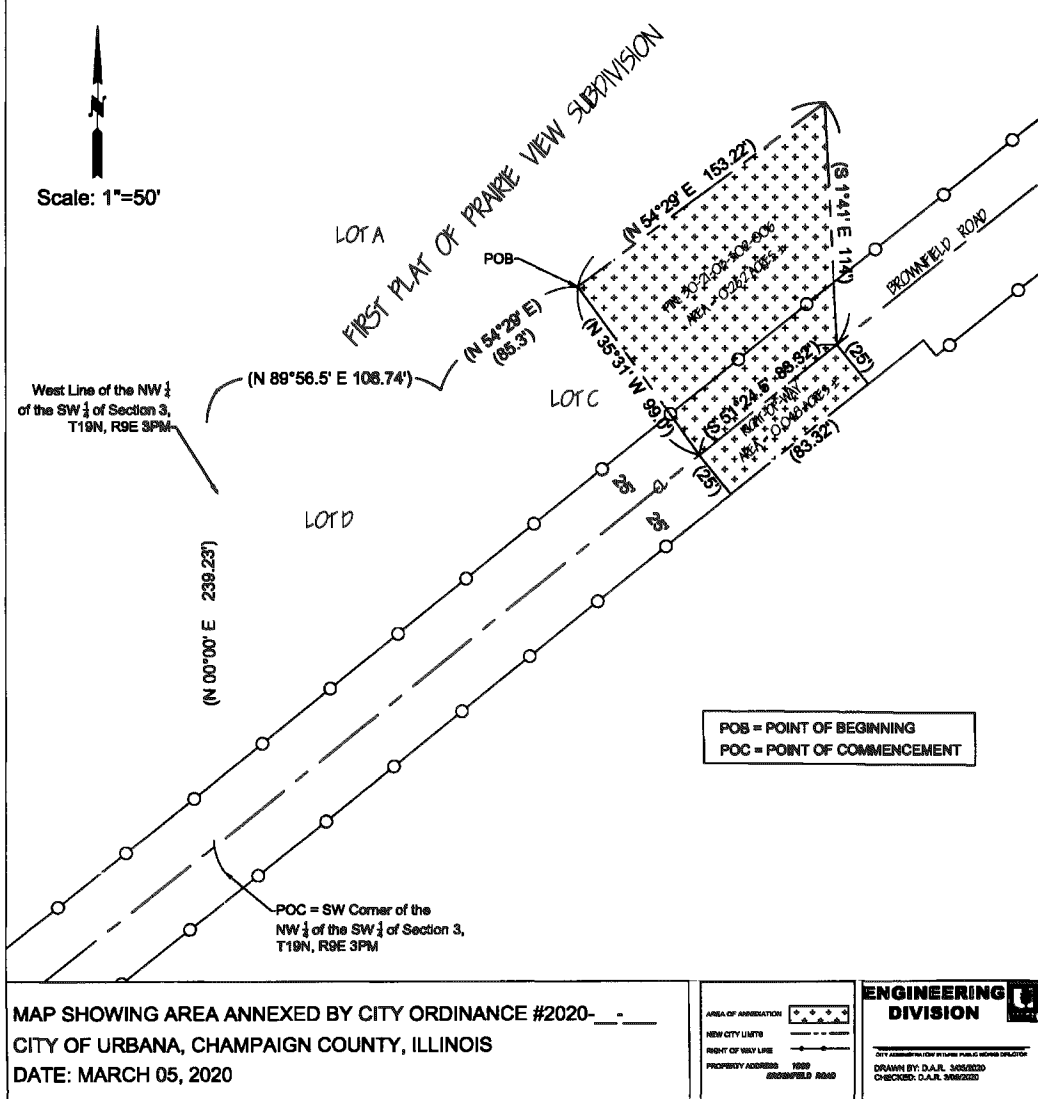


ATTACHMENT "A"

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4, also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois.

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Ordinance No. 2020-03-012

Annexation Agreement

This annexation agreement is made between the City of Urbana, Illinois ("Urbana") and Olympian Properties Development, LLC (the "Owner"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **The Property.** The Owner is the owner of record of the real property having permanent index number 30-21-03-302-006, consisting of approximately 0.26 acres in unincorporated Champaign County (the "Property"). The Property is legally described on Exhibit A. Exhibit B is a true and accurate representation of the Property.
2. **Annexation.**
 - A. The Owner and Urbana shall take all actions necessary or appropriate to cause the Property to be validly annexed to Urbana as provided in this agreement and pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended. Although the Property is not contiguous to Urbana, the Owner shall annex the Property to Urbana when the Property becomes contiguous to Urbana.
 - B. The Owner hereby waives all rights to disconnect the Property from Urbana during the term of this agreement.
3. **Zoning.**
 - A. Classification. Upon passage of the ordinance annexing the Property to Urbana, Urbana shall classify the Property as part of the R-3, Single and Two-Family Residential zoning district. Urbana shall not rezone the Property during the term of this agreement except upon a written amendment to this agreement.
 - B. Ordinance amendments. Urbana reserves the right to amend the Urbana City Code and the Urbana Zoning Ordinance even if such amendments affect the Property. During the 20 years following the effective date of this agreement, unless the Owner or successor or successors in title consent, Urbana shall not enforce any ordinance applicable to the Property relating to subdivision controls, zoning, official plans, or occupancy permits and related restrictions that is more restrictive or that imposes greater obligations than (1) the ordinances of Urbana in force on the effective date of this agreement; or (2) the terms of this agreement.
 - C. Rezoning. The Owner shall not petition for Champaign County rezoning of the Property without a written amendment to this agreement.
4. **Owner's duties.**
 - A. Before annexation. At all times prior to annexation, the Owner shall have the following duties.
 - (1) **Compliance with law.** Except as otherwise provided in this agreement, the Owner shall use the Property in compliance with all applicable federal and state laws and all Urbana zoning and building codes and regulations in effect on the effective date of this agreement or an amendment thereto.
 - (2) **Annexation petition upon transfer.** As a condition of a transfer of ownership of the whole or any part of the Property, the Owner shall require the new owner and all electors who will reside on the Property so conveyed to sign a legally sufficient

irrevocable petition for annexation. Not more than 10 days after the transfer occurs, the Owner shall deliver such petition to Urbana's Community Development Services Director. As a condition of any subsequent sale of the whole or any part of the Property, the Owner shall also require the subsequent owner to obtain an irrevocable petition for annexation from succeeding buyers and electors who will reside on the Property and to deliver such petition to Urbana's Community Development Services Director not more than 10 days after the transfer occurs, for as long as this agreement is in effect. If the Owner fails to comply with this subsection, and if annexation of the Property or any part of it is delayed or contested by any subsequent owner as a result, the Owner will be liable to Urbana for all real estate taxes and other taxes that would have been due to Urbana had annexation been completed as provided in this agreement.

- (3) Recording of covenants. If Urbana has not already annexed the Property, the Owner shall record covenants in a form approved by Urbana's Legal Division containing notice that each subsequent owner and elector residing on the Property is required to sign a petition for annexation at Urbana's request. In addition to recording this notice in the covenants applicable to the whole Property, the Owner shall record this notice in the chain of title of each individual permanent index number assigned to any division of the Property.

B. After annexation. At all times after annexation, the Owner shall have the following duties.

- (1) Zoning designation. The Owner shall comply with all applicable provisions of the Urbana Zoning Ordinance, including those relating to non-conforming structures and uses. The Owner shall accept the Urbana R-3 Single and Two-Family Residential zoning classification, as provided for in the Urbana Zoning Ordinance, as amended.
- (2) Code compliance. The Owner shall comply with all Urbana ordinances in effect unless expressly waived or varied in this agreement. The Owner shall cause all new development, construction, or additions on the Property to comply with the approved site plan for the Property, if any, and all codes, rules, regulations, orders, and other requirements of Urbana. The Owner shall submit all building construction and landscaping plans to Urbana for review and shall pay all building permit fees.

5. **Urbana's duties.** Urbana shall have the following duties.

- A. Annexation. Urbana shall annex the Property in accordance with the terms and conditions set forth in this agreement. Urbana shall enact all ordinances and resolutions necessary to effectuate this agreement.
- B. Champaign County permit fees. Prior to annexation, Urbana shall reduce the fee for any required Urbana building permit by the amount of any Champaign County permit the Owner has paid.

6. **Owner's representations.** The Owner represents to Urbana as follows.

- A. Consent of lender. If a mortgage or other lien encumbers the Property, the Owner has provided Urbana with a written acknowledgement from each mortgagee, lienholder, and holder of any security interest affecting title to the Property, or any part thereof, that this agreement will at all times inure to the benefit of and be binding upon such mortgagee, lienholder, or other person having an interest in the Property.
- B. Authority. The persons signing this agreement on behalf of the Owner have been authorized and empowered to enter into this agreement by and on behalf of such Owner, and this

agreement is a legal, valid, and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

- C. Petition for annexation. The Owner has filed with Urbana a written petition signed by the Owner and all electors residing on the Property requesting annexation of the Property to Urbana and being in proper form to allow annexation of the Property pursuant to the Illinois Municipal Code, as amended.

7. **Urbana's representations.** Urbana represents to the Owner as follows:

- A. Authority. The person signing this agreement on behalf of Urbana has been authorized and empowered to enter into this agreement by and on behalf of Urbana; and Urbana has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
- B. Public hearings. Prior to execution of this agreement, Urbana has held all public hearings required by law.

8. **Term.** This agreement will be binding upon the parties and their respective successors and assigns for 20 years commencing as of the effective date of this agreement. If any of the terms of this agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, or if Urbana files a court action to enforce this agreement, then, to the extent permitted by law, the period of time during which such litigation is pending will not be included in calculating the term of this agreement. The expiration of the term of this agreement will not affect the continuing validity of the zoning of the Property or any ordinance enacted by Urbana pursuant to this agreement.

9. **Enforcement.** Either party, or the successor or successors in title of either party hereto, may either in law or in equity, by suit, action, mandamus, injunction, or other proceedings enforce, and compel performance of this agreement. Upon breach by the Owner or the successor or successors in title of the Owner, Urbana may refuse the issuance of any permits or other approvals or authorizations relating to development of or construction on the Property.

10. **Indemnification.** The Owner shall indemnify and defend Urbana, its officers, employees, and agents against all claims, liability, or damage, including without limitation attorney's fees, arising from or in any way related to the performance or failure to perform the provisions of this agreement, except to the extent caused by the gross negligence or willful misconduct of Urbana, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Entire agreement; amendments.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified or rescinded except by a writing signed by all parties.

12. **Assignment.** The Owner's rights and privileges provided pursuant to this agreement are personal to the Owner and are not assignable or voluntarily transferable by the Owner without the express written consent of Urbana, which consent shall not be unreasonably withheld. Such consent will not constitute an amendment to this agreement and may be given without the requirement of notice or a public hearing, except as required by the Illinois Open Meetings Act. The Owner's obligations, undertakings, and guarantees specifically made in this agreement will continue in full force and effect and will not be affected insofar as Urbana is concerned by any sale, transfer, or assignment of any interest in any portion of the Property.

13. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Urbana: City of Urbana, Planning Division Manager, 400 S. Vine Street, Urbana, Illinois 61801

Owner: Olympian Properties Development, LLC, 4106 East Olympian Drive, Urbana, IL 61802

14. **Waiver.** The failure of either party to insist upon the strict and prompt performance of any term, covenant, or condition of this agreement will not be deemed to waive or to relinquish that party's right thereafter to enforce any such term, covenant, or condition unless the party's waiver is in writing.

15. **Severability.** If any court of competent jurisdiction invalidates any provision of this agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, such provision will be deemed to be excised here from, and the invalidity thereof will not affect any of the other provisions contained in this agreement.

16. **No presumption.** The parties have had full opportunity to review and to participate in the drafting of this agreement and all documents attached as exhibits. Accordingly, the parties shall construe this agreement without regard to any presumption or other rule of construction whereby any ambiguities within this agreement would be construed or interpreted against the party causing the document to be drafted.

17. **City Council approval.** This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

18. **Covenant running with the land.** The terms of this agreement constitute a covenant running with the land and will inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, as to all or any part of the Property, and upon the successor municipalities of Urbana and the successor corporate authorities of each of them.

19. **Recording of agreement.** Not more than 30 days after the effective date of this agreement, Urbana shall record this agreement, or a suitable memorandum hereof, in the Champaign County Office of the Recorder of Deeds at the Owner's sole cost and expense.


20. **Exhibits.** All exhibits and schedules attached to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

21. **Third-party beneficiaries.** This agreement is made for the mutual benefit of the parties hereto and is not intended to confer any rights to any third party. No third party may bring any action to enforce any of the terms in this agreement.

[Signature page follows]

The duly authorized representatives of the Owner and Urbana are signing this agreement on the dates stated below their signatures.

Olympian Properties Development, LLC


Evan J. Barnhart, a Manager


Jessica Barnhart, a Manager

Date: FEB. 12, 2020

Date: Feb 13, 2020

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)


ss.

The foregoing instrument was acknowledged before me this February 13, 2020 (date) by Evan J. Barnhart and Jessica Barnhart, Managers of Olympian Properties Development, LLC, an Illinois limited liability company, on behalf of the company.



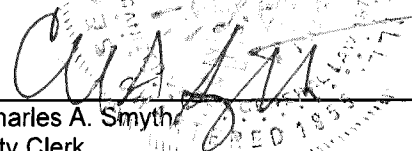

Teresa Andel
Notary Public

City of Urbana, Illinois

By: 
Diane Wolfe Marlin
Mayor

Date: , 2020

Attest:


Charles A. Smyth
City Clerk
Ordinance No. 2020-

Attachments: Exhibit A Legal Description
 Exhibit B Annexation Plat

EXHIBIT A
Legal Description

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4 , also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois.

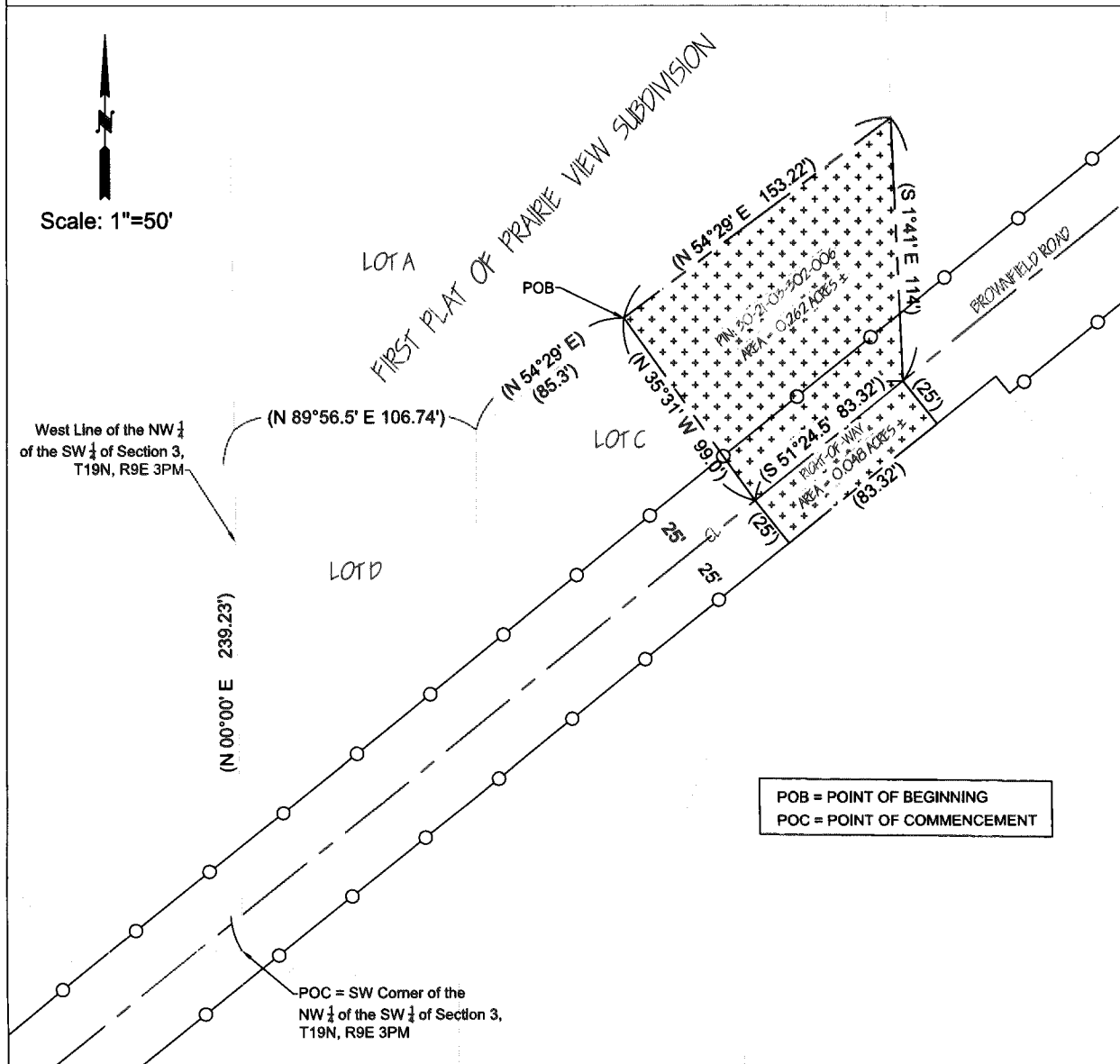
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MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #2020-XX-XXX
 CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE: FEBRUARY XX, 2020

AREA OF ANNEXATION
 NEW CITY LIMITS
 RIGHT OF WAY LINE
 PROPERTY ADDRESS 1909
 BROWNFIELD ROAD

ENGINEERING DIVISION

CITY ADMINISTRATOR, INTERIM PUBLIC WORKS DIRECTOR

DRAWN BY: D.A.R. 2/11/2020
 CHECKED: D.A.R. 2/11/2020



City of Urbana
400 South Vine Street
Urbana, IL 61801

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS

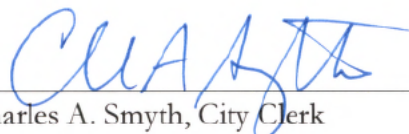
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Given under my hand and seal of said City of Urbana, Illinois, this 11th day of March, AD, 2020.





Charles A. Smyth, City Clerk



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located at 1909 Brownfield Road, and further referenced as Champaign County permanent index number 30-21-03-302-006; and

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WHEREAS, on March 9, 2020, the Urbana City Council held a public hearing on the proposed annexation agreement; and

WHEREAS, the City Council has determined that the proposed annexation agreement is in conformance with the goals and objectives of the City of Urbana's 2005 Comprehensive Plan; and

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Section 3.

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This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the corporate authorities.

PASSED BY THE CITY COUNCIL this 9th Day of March, 2020.

AYES: Brown, Colbrook, Hursey, Jakobsson, Miller, Roberts, Wu, Marlin

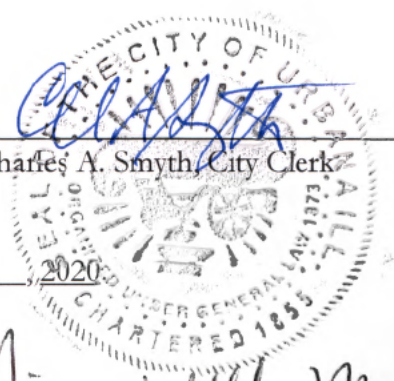
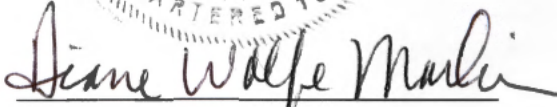
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 10th Day of March, 2020

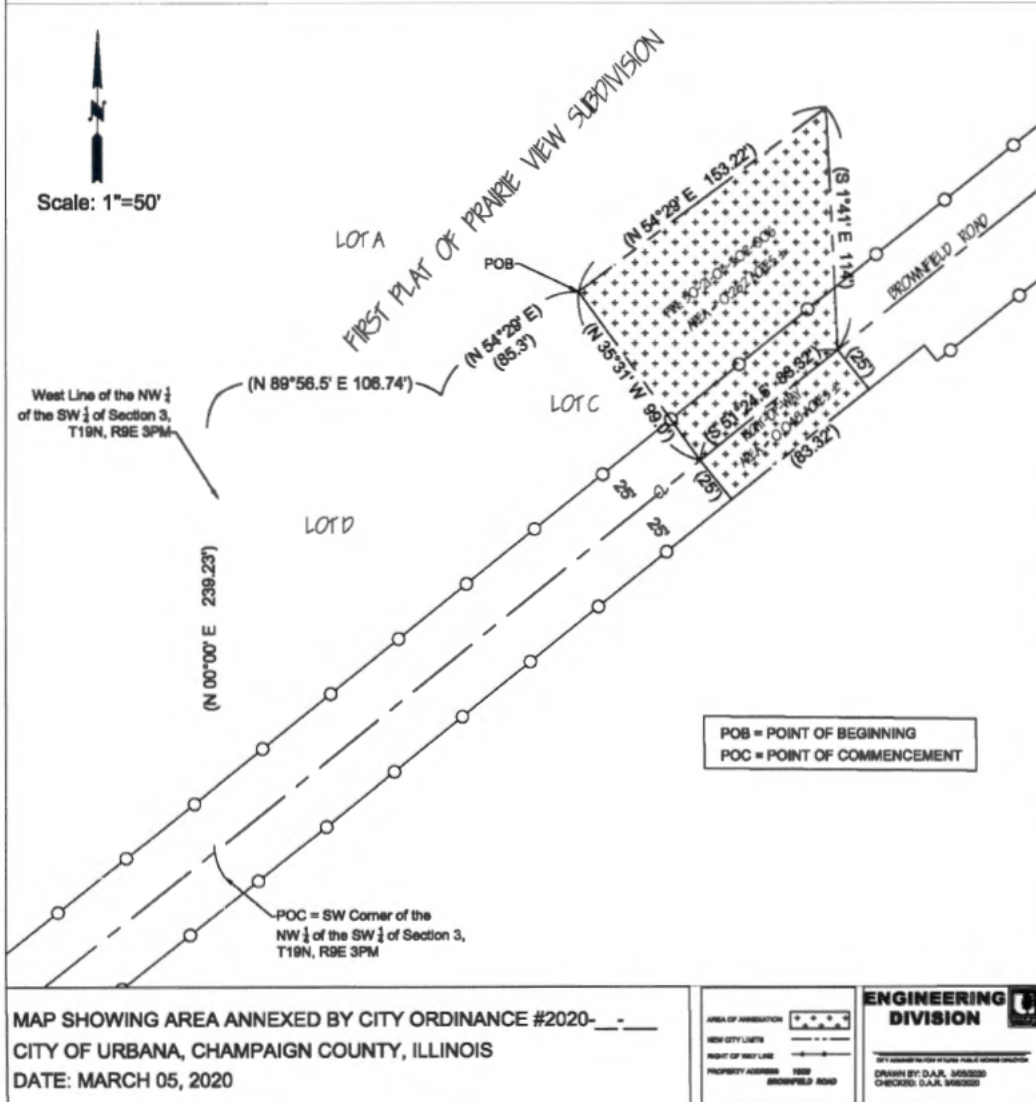
Diane Wolfe Marlin, Mayor

ATTACHMENT "A"

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4, also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in 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 this parcel:

The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois.



Ordinance No. 2020-03-012

Annexation Agreement

This annexation agreement is made between the City of Urbana, Illinois ("Urbana") and Olympian Properties Development, LLC (the "Owner"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **The Property.** The Owner is the owner of record of the real property having permanent index number 30-21-03-302-006, consisting of approximately 0.26 acres in unincorporated Champaign County (the "Property"). The Property is legally described on Exhibit A. Exhibit B is a true and accurate representation of the Property.
2. **Annexation.**
 - A. The Owner and Urbana shall take all actions necessary or appropriate to cause the Property to be validly annexed to Urbana as provided in this agreement and pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended. Although the Property is not contiguous to Urbana, the Owner shall annex the Property to Urbana when the Property becomes contiguous to Urbana.
 - B. The Owner hereby waives all rights to disconnect the Property from Urbana during the term of this agreement.
3. **Zoning.**
 - A. Classification. Upon passage of the ordinance annexing the Property to Urbana, Urbana shall classify the Property as part of the R-3, Single and Two-Family Residential zoning district. Urbana shall not rezone the Property during the term of this agreement except upon a written amendment to this agreement.
 - B. Ordinance amendments. Urbana reserves the right to amend the Urbana City Code and the Urbana Zoning Ordinance even if such amendments affect the Property. During the 20 years following the effective date of this agreement, unless the Owner or successor or successors in title consent, Urbana shall not enforce any ordinance applicable to the Property relating to subdivision controls, zoning, official plans, or occupancy permits and related restrictions that is more restrictive or that imposes greater obligations than (1) the ordinances of Urbana in force on the effective date of this agreement; or (2) the terms of this agreement.
 - C. Rezoning. The Owner shall not petition for Champaign County rezoning of the Property without a written amendment to this agreement.
4. **Owner's duties.**
 - A. Before annexation. At all times prior to annexation, the Owner shall have the following duties.
 - (1) **Compliance with law.** Except as otherwise provided in this agreement, the Owner shall use the Property in compliance with all applicable federal and state laws and all Urbana zoning and building codes and regulations in effect on the effective date of this agreement or an amendment thereto.
 - (2) **Annexation petition upon transfer.** As a condition of a transfer of ownership of the whole or any part of the Property, the Owner shall require the new owner and all electors who will reside on the Property so conveyed to sign a legally sufficient

irrevocable petition for annexation. Not more than 10 days after the transfer occurs, the Owner shall deliver such petition to Urbana's Community Development Services Director. As a condition of any subsequent sale of the whole or any part of the Property, the Owner shall also require the subsequent owner to obtain an irrevocable petition for annexation from succeeding buyers and electors who will reside on the Property and to deliver such petition to Urbana's Community Development Services Director not more than 10 days after the transfer occurs, for as long as this agreement is in effect. If the Owner fails to comply with this subsection, and if annexation of the Property or any part of it is delayed or contested by any subsequent owner as a result, the Owner will be liable to Urbana for all real estate taxes and other taxes that would have been due to Urbana had annexation been completed as provided in this agreement.

- (3) Recording of covenants. If Urbana has not already annexed the Property, the Owner shall record covenants in a form approved by Urbana's Legal Division containing notice that each subsequent owner and elector residing on the Property is required to sign a petition for annexation at Urbana's request. In addition to recording this notice in the covenants applicable to the whole Property, the Owner shall record this notice in the chain of title of each individual permanent index number assigned to any division of the Property.

B. After annexation. At all times after annexation, the Owner shall have the following duties.

- (1) Zoning designation. The Owner shall comply with all applicable provisions of the Urbana Zoning Ordinance, including those relating to non-conforming structures and uses. The Owner shall accept the Urbana R-3 Single and Two-Family Residential zoning classification, as provided for in the Urbana Zoning Ordinance, as amended.
- (2) Code compliance. The Owner shall comply with all Urbana ordinances in effect unless expressly waived or varied in this agreement. The Owner shall cause all new development, construction, or additions on the Property to comply with the approved site plan for the Property, if any, and all codes, rules, regulations, orders, and other requirements of Urbana. The Owner shall submit all building construction and landscaping plans to Urbana for review and shall pay all building permit fees.

5. **Urbana's duties.** Urbana shall have the following duties.

- A. Annexation. Urbana shall annex the Property in accordance with the terms and conditions set forth in this agreement. Urbana shall enact all ordinances and resolutions necessary to effectuate this agreement.
- B. Champaign County permit fees. Prior to annexation, Urbana shall reduce the fee for any required Urbana building permit by the amount of any Champaign County permit the Owner has paid.

6. **Owner's representations.** The Owner represents to Urbana as follows.

- A. Consent of lender. If a mortgage or other lien encumbers the Property, the Owner has provided Urbana with a written acknowledgement from each mortgagee, lienholder, and holder of any security interest affecting title to the Property, or any part thereof, that this agreement will at all times inure to the benefit of and be binding upon such mortgagee, lienholder, or other person having an interest in the Property.
- B. Authority. The persons signing this agreement on behalf of the Owner have been authorized and empowered to enter into this agreement by and on behalf of such Owner, and this

agreement is a legal, valid, and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

- C. Petition for annexation. The Owner has filed with Urbana a written petition signed by the Owner and all electors residing on the Property requesting annexation of the Property to Urbana and being in proper form to allow annexation of the Property pursuant to the Illinois Municipal Code, as amended.
7. **Urbana's representations.** Urbana represents to the Owner as follows:
- A. Authority. The person signing this agreement on behalf of Urbana has been authorized and empowered to enter into this agreement by and on behalf of Urbana; and Urbana has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
 - B. Public hearings. Prior to execution of this agreement, Urbana has held all public hearings required by law.
8. **Term.** This agreement will be binding upon the parties and their respective successors and assigns for 20 years commencing as of the effective date of this agreement. If any of the terms of this agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, or if Urbana files a court action to enforce this agreement, then, to the extent permitted by law, the period of time during which such litigation is pending will not be included in calculating the term of this agreement. The expiration of the term of this agreement will not affect the continuing validity of the zoning of the Property or any ordinance enacted by Urbana pursuant to this agreement.
9. **Enforcement.** Either party, or the successor or successors in title of either party hereto, may either in law or in equity, by suit, action, mandamus, injunction, or other proceedings enforce, and compel performance of this agreement. Upon breach by the Owner or the successor or successors in title of the Owner, Urbana may refuse the issuance of any permits or other approvals or authorizations relating to development of or construction on the Property.
10. **Indemnification.** The Owner shall indemnify and defend Urbana, its officers, employees, and agents against all claims, liability, or damage, including without limitation attorney's fees, arising from or in any way related to the performance or failure to perform the provisions of this agreement, except to the extent caused by the gross negligence or willful misconduct of Urbana, its officers, employees, or agents. This section will survive the termination of this agreement.
11. **Entire agreement; amendments.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified or rescinded except by a writing signed by all parties.
12. **Assignment.** The Owner's rights and privileges provided pursuant to this agreement are personal to the Owner and are not assignable or voluntarily transferable by the Owner without the express written consent of Urbana, which consent shall not be unreasonably withheld. Such consent will not constitute an amendment to this agreement and may be given without the requirement of notice or a public hearing, except as required by the Illinois Open Meetings Act. The Owner's obligations, undertakings, and guarantees specifically made in this agreement will continue in full force and effect and will not be affected insofar as Urbana is concerned by any sale, transfer, or assignment of any interest in any portion of the Property.
13. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Urbana: City of Urbana, Planning Division Manager, 400 S. Vine Street, Urbana, Illinois 61801

Owner: Olympian Properties Development, LLC, 4106 East Olympian Drive, Urbana, IL 61802

14. **Waiver.** The failure of either party to insist upon the strict and prompt performance of any term, covenant, or condition of this agreement will not be deemed to waive or to relinquish that party's right thereafter to enforce any such term, covenant, or condition unless the party's waiver is in writing.

15. **Severability.** If any court of competent jurisdiction invalidates any provision of this agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, such provision will be deemed to be excised here from, and the invalidity thereof will not affect any of the other provisions contained in this agreement.

16. **No presumption.** The parties have had full opportunity to review and to participate in the drafting of this agreement and all documents attached as exhibits. Accordingly, the parties shall construe this agreement without regard to any presumption or other rule of construction whereby any ambiguities within this agreement would be construed or interpreted against the party causing the document to be drafted.

17. **City Council approval.** This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

18. **Covenant running with the land.** The terms of this agreement constitute a covenant running with the land and will inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, as to all or any part of the Property, and upon the successor municipalities of Urbana and the successor corporate authorities of each of them.

19. **Recording of agreement.** Not more than 30 days after the effective date of this agreement, Urbana shall record this agreement, or a suitable memorandum hereof, in the Champaign County Office of the Recorder of Deeds at the Owner's sole cost and expense.

20. **Exhibits.** All exhibits and schedules attached to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

21. **Third-party beneficiaries.** This agreement is made for the mutual benefit of the parties hereto and is not intended to confer any rights to any third party. No third party may bring any action to enforce any of the terms in this agreement.

[Signature page follows]

The duly authorized representatives of the Owner and Urbana are signing this agreement on the dates stated below their signatures.

Olympian Properties Development, LLC

[Redacted Signature] _____
Evan J. Barnhart, a Manager

[Redacted Signature] _____
Jessica Barnhart, a Manager

Date: FEB. 12, 2020

Date: Feb 13, 2020

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

ss.

The foregoing instrument was acknowledged before me this February 13, 2020 (date) by Evan J. Barnhart and Jessica Barnhart, Managers of Olympian Properties Development, LLC, an Illinois limited liability company, on behalf of the company.



Teresa Andel
Notary Public

City of Urbana, Illinois

By: Diane Wolfe Marlin
Diane Wolfe Marlin
Mayor

Date: March 13, 2020

Attest:
Charles A. Smyth
Charles A. Smyth
City Clerk
Ordinance No. 2020-

- Attachments: Exhibit A Legal Description
 Exhibit B Annexation Plat

EXHIBIT A
Legal Description

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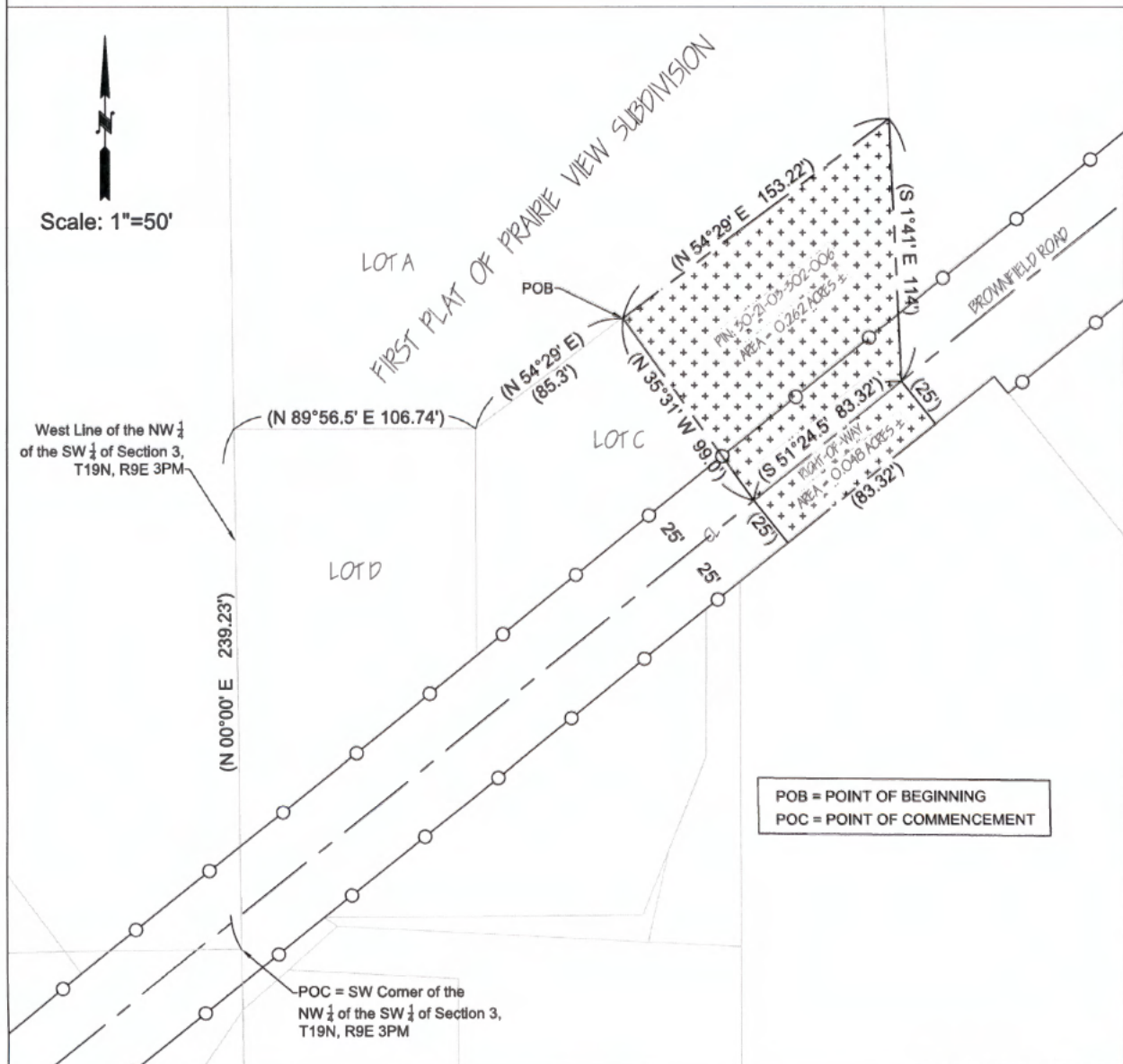
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MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #2020-XX-XXX
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
DATE: FEBRUARY XX, 2020

AREA OF ANNEXATION
NEW CITY LIMITS
RIGHT OF WAY LINE
PROPERTY ADDRESS 1800 BROWNFIELD ROAD

ENGINEERING DIVISION

CITY ADMINISTRATOR: INTERIM PUBLIC WORKS DIRECTOR
DRAWN BY: D.A.R. 2/11/2020
CHECKED: D.A.R. 2/11/2020



Petition for Annexation

ANNEXATION

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed _____ Annexation Case No. _____

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): [REDACTED] Phone: [REDACTED]
Address (street/city/state/zip code): [REDACTED]
Email Address: [REDACTED]
Property Interest of Applicant(s) (Owner, Contract Buyer, etc.): [REDACTED]

2. OWNER INFORMATION

Name of Owner(s): [REDACTED] Phone: [REDACTED]
Address (street/city/state/zip code): [REDACTED]
Email Address: ebarnhart55@gmail.com
Is this property owned by a Land Trust? Yes No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: [REDACTED]
PIN # of Location: [REDACTED]
Lot Size: 0.22 acres
Current Zoning Designation: County R-1
Proposed Zoning Designation: City R-3
Current Land Use (vacant, residence, grocery, factory, etc): vacant
Proposed Land Use: Two-Dwelling Unit Building (Duplex)
Present Comprehensive Plan Designation: Residential
Legal Description (If additional space is needed, please submit on separate sheet of paper):
See Attached.

To the City Council of the City of Urbana
Champaign County, Illinois

The Applicant, _____; respectfully states under oath:

That I, _____ (*applicant*), am either the sole owner or am authorized by the owner(s) of record of the following legally described land (hereinafter sometimes referred to as the "Tract"), except any public right-of-way property wit: (*Insert Legal Description*)

Legal Description Attached

All situated in 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 this parcel:

ROW Legal Description Attached

Also known for reference as _____ Urbana, Illinois,
(*street address*)

having permanent identification number (PIN) _____ .

That said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

That at least fifty-one percent (51%) of any and all electors (registered voters) residing in said Tract have signed this petition.

APPLICANT(S) RESPECTFULLY REQUESTS:

1. That the above described Tract(s) be annexed to the City of Urbana by Ordinance of the Mayor and City Council of the City of Urbana, pursuant to Section 7-1-8 of Chapter 24 of the Illinois Municipal Code of the State of Illinois, as amended.
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the City Council on _____, 20 _____ as Ordinance No. _____ and approved by the Mayor of the City of Urbana.

NOTE: All property owners must sign this annexation petition. In the case of corporate ownership, the person(s) signing must be authorized to do so by the corporation board.

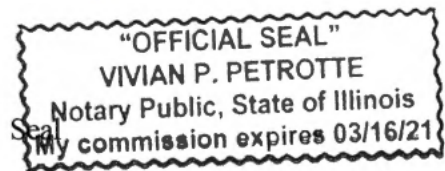
Dated this 12th day of FEBRUARY, 20 20

OWNER(S):

By: _____
 By: _____
 By: _____
 By: _____

Subscribed and sworn to before me this 12th day of February, 2020.

Vivian P. Petrotte
 Notary Public



My Commission Expires: 16th day of March, 20 21.

The undersigned, being electors (registered voters) residing in said Tracts, respectfully state under oath:

1. I am currently registered to vote in Champaign County, Illinois and currently reside in said Tracts.
2. I have read and understand the petition to annex said Tracts and hereby and herewith join in the petition for annexation of said Tracts to the City of Urbana.

ELECTORS: No electors on property. Property is vacant.

SIGNATURE

ADDRESS (PLEASE PRINT)

1. _____
2. _____
3. _____

COUNTY OF CHAMPAIGN)
) SS
 STATE OF ILLINOIS)

I, _____, Notary Public in the aforesaid County and State, do hereby certify that each of the persons who signed this petition personally appeared before me and acknowledged that they signed the said petition as their free and voluntary act for the uses and purposes set forth therein.

 Notary Public

Seal

My Commission expires the _____ day of _____, 20_____.

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367

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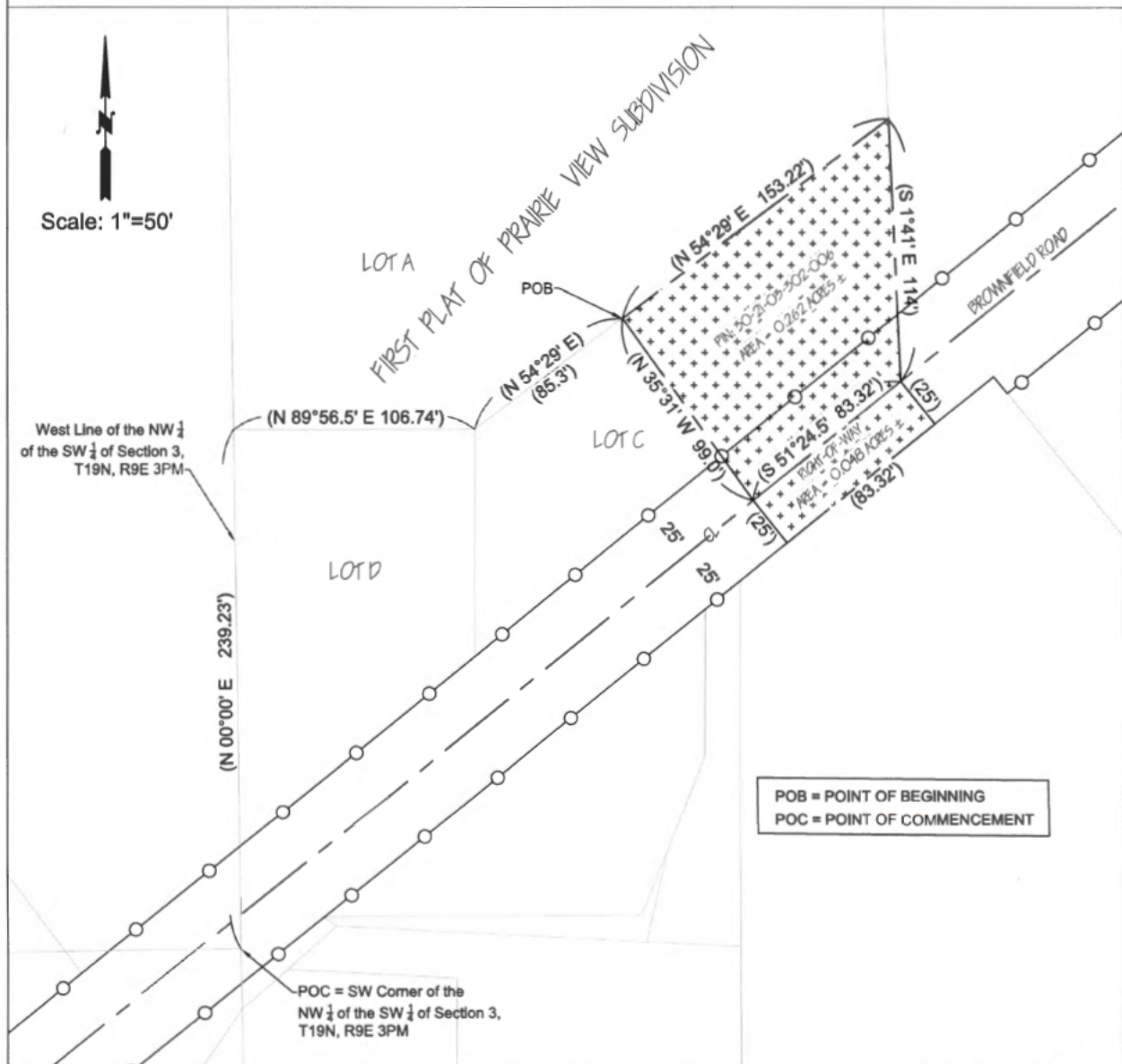
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 DATE: FEBRUARY XX, 2020

AREA OF ANNEXATION
 NEW CITY LIMITS
 RIGHT OF WAY LINE
 PROPERTY ADDRESS 1909
 BROWNFIELD ROAD

ENGINEERING DIVISION
 CITY ADMINISTRATOR INTERIM PUBLIC WORKS DIRECTOR
 DRAWN BY: D.A.R. 2/11/2020
 CHECKED: D.A.R. 2/11/2020