



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Administrative Division

m e m o r a n d u m

TO: Bruce Walden, Chief Administrative Officer

FROM: Elizabeth H. Tyler, AICP, Director

DATE: April 22, 2004

SUBJECT: Annexation of Approximately 0.72 acres on a tract located on the North side of Willow View Road, approximately 200 feet east of Cunningham Avenue. Currently owned by Dennis Ohnstad and John North (as beneficial owners of First Busey Trust and Investment Co. Trust Agreement No. 4131). Commonly known as the “Former Dog Club Training Site”.

Introduction & Background

Staff is requesting the City Council to consider the attached ordinance on Monday, May 3, 2004 to annex a tract of land totaling approximately 0.72 acres, located at the southeast quadrant of the Cunningham Avenue/Interstate 74 interchange at the northern terminus of the Cunningham Avenue frontage road where it turns into Willow View Road. The tract is owned by Dennis Ohnstad and John North (as beneficial owners of First Busey Trust and Investment Co. Trust Agreement No. 4131). The site is covered by an annexation agreement approved by the City Council on March 8, 2004 under Ordinance No. 2004-03-027. Mr. Ohnstad and Mr. North signed a petition requesting the property now be annexed into the City of Urbana. The proposed effective date of the annexation is May 4, 2004.

Issues and Discussion

The ordinance approving the annexation agreement is attached. The owners plan to redevelop the site for commercial uses. Upon annexation, the site would automatically convert from the current Champaign County zoning designation of B-4, General Business to the City’s designation of B-3, General Business. The agreement would also allow for the replacement of the billboard existing at the site with a relocated billboard, subject to Illinois Department of Transportation approval. A variance from the setback requirements along the north and west portions of the site is incorporated into the annexation agreement to allow for efficient placement of the billboard and future commercial buildings at the site.

The annexation agreement includes provisions for future subdivision of the site to combine the Dog Club site with the purchased right-of-way to the north and west. It would also provide for a dedication of 10 feet of right-of-way along the north side of the existing Willow View Road located along the south side of the site. In addition, the owner has agreed to provide an adjacent ten-foot wide sidewalk/utility easement along the south side of the property to allow for future improvement to local street and sidewalk standards.

The provision of sanitary sewers to the site would be tied to a minimum level of investment in commercial development at the site (set at \$150,000). If this level is not attained, a cost-share arrangement between the City and the owner for extension of the sewer would be necessary. Other provisions contained in the Annexation Agreement include creation of a Class A liquor license for possible future eligible use at the site and proposed application to amend the City's enterprise zone to include the site.

Recommendation

Staff recommends that the Committee of the Whole forward the attached ordinance to the City Council's regular meeting scheduled on May 3, 2004 and approve the ordinance to annex the into the City of Urbana, Illinois, effective May 4, 2004 at 12:00P.M.

Prepared by:

John G. Regetz, Manager

Attachment A: Draft Ordinance
Attachment B: Location Map
Attachment C: Notice to Annex
Attachment D: Ordinance No. 2004-03-027, Annexation Agreement

c: Dennis Ohnstad and John North (as beneficial owners of First Busey Trust and Investment Co. Trust Agreement No. 4131)

ATTACHMENT A

ORDINANCE NO. 2004-04-047

An Ordinance Annexing Certain Territory To The City Of Urbana

(Approximately 0.72 acres on a tract located on the North side of Willow View Road, approximately 200 feet east of Cunningham Avenue)

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois and includes certain territory within the Urbana Township, and Notice was given to the Trustees of the Carroll Fire Protection District, the Board of Urbana Township Trustees, and the Township Commissioner of Highways, said notices being mailed on Tuesday, April 13, 2004, that this Ordinance would be voted upon at the regular meeting of this Council at 7:30 p.m., Monday, May 3, 2004, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 21st day of April, 2004; and

WHEREAS, a written petition signed by the Owners of Record has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, the City Council passed Ordinance No. 2004-030-027 on March 8, 2004 approving and authorizing the execution of an annexation agreement; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within Champaign County's B-4, General Business zoning district and upon annexation the tract will be classified B-3, General Business in accordance with the above-referenced annexation agreement; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the following described real estate, viz.:

Dog Club Site:

All that part of the East half of the South half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying South and East of that portion thereof acquired by the Department of Public Works and Buildings of the State of Illinois for the

construction of Federal Aid Interstate Highway No. 74, as shown by an order entered in the Circuit Court of Champaign County, Illinois, on June 28, 1956 in Common Law Case No. 20942 and appearing in Circuit Court Record 77 at page 47, except the South 16 feet thereof, situated in Champaign County, Illinois.

And Also:

F.A.I. Route 74, SEC. NO. 14, CHAMPAIGN COUNTY
PARCEL NO. 5X05413

Part of the East Half of the South Half of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being a part of Federal Aid Interstate 74 and U.S. Route 45 and being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, proceed on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 168.19 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 and the East line of a tract surveyed by Charles S. Danner, Illinois Professional Land Surveyor No. 1470 as shown by plat of survey dated March 22, 1965 and recorded in Miscellaneous Record Book 784 at Page 456 in the Office of the Recorder of Champaign County, Illinois and resurveyed by Rex A. Bradfield, Illinois Professional Land Surveyor No. 2537 as shown by plat of survey dated December 21, 1988 to the point of intersection with the South right-of-way line of Federal Aid Interstate 74, being the Northeast corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield, said point of intersection being the Point of Beginning; thence South 69 degrees 52 minutes 00 seconds West 149.28 feet along the South right-of-way line of Federal Aid Interstate 74 to the point of intersection with the East right-of-way line of U.S. Route 45, being the Northwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 25 degrees 12 minutes 00 seconds West 111.89 feet along the East right-of-way line of U.S. Route 45 to the Southwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 89 degrees 52 minutes 00 seconds West 71.66 feet along a Westerly extension of the South line of said tract surveyed by Charles S. Danner and resurveyed by Rex. A. Bradfield; thence North 24 degrees 35 minutes 16 seconds East 49.33 feet; thence North 30 degrees 09 minutes 16 seconds East 50.01 feet; thence North 38 degrees 26 minutes 12 seconds East 49.95 feet; thence North 53 degrees 23 minutes 00 seconds East 50.03 feet; thence North 63 degrees 50 minutes 10 seconds East 49.96 feet; thence North 73 degrees 32 minutes 38 seconds East 49.91 feet thence North 85 degrees 03 minutes 13 seconds East 50.10 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 00 minutes 00 seconds West 44.76 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 to the Point of Beginning, encompassing 0.394 acres, more or less, situated in Champaign County, Illinois.

PERMANENT PARCEL #: 30-21-04-352-001 and 91-21-04-352-025

Section 2. That the City Clerk be authorized and directed to record a certified copy of this Ordinance together with an accurate map of the territory herein above described in the Recorder's Office of Champaign County, Illinois in the Office of the County Clerk and County Election Authority of Champaign County, Illinois.

Section 4. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as B-3, General Business upon annexation and in accordance with an annexation agreement approved and authorized on March 8, 2004 by Council Ordinance No. 2004-03-027.

Section 5. The territory annexed herein is assigned to City of Urbana Ward 5.

Section 6. To avoid uncertainty regarding public safety responsibilities concerning the property herein annexed, this Ordinance shall take effect at noon on the 4th day of May 2004 following its passage by the Urbana City Council.

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

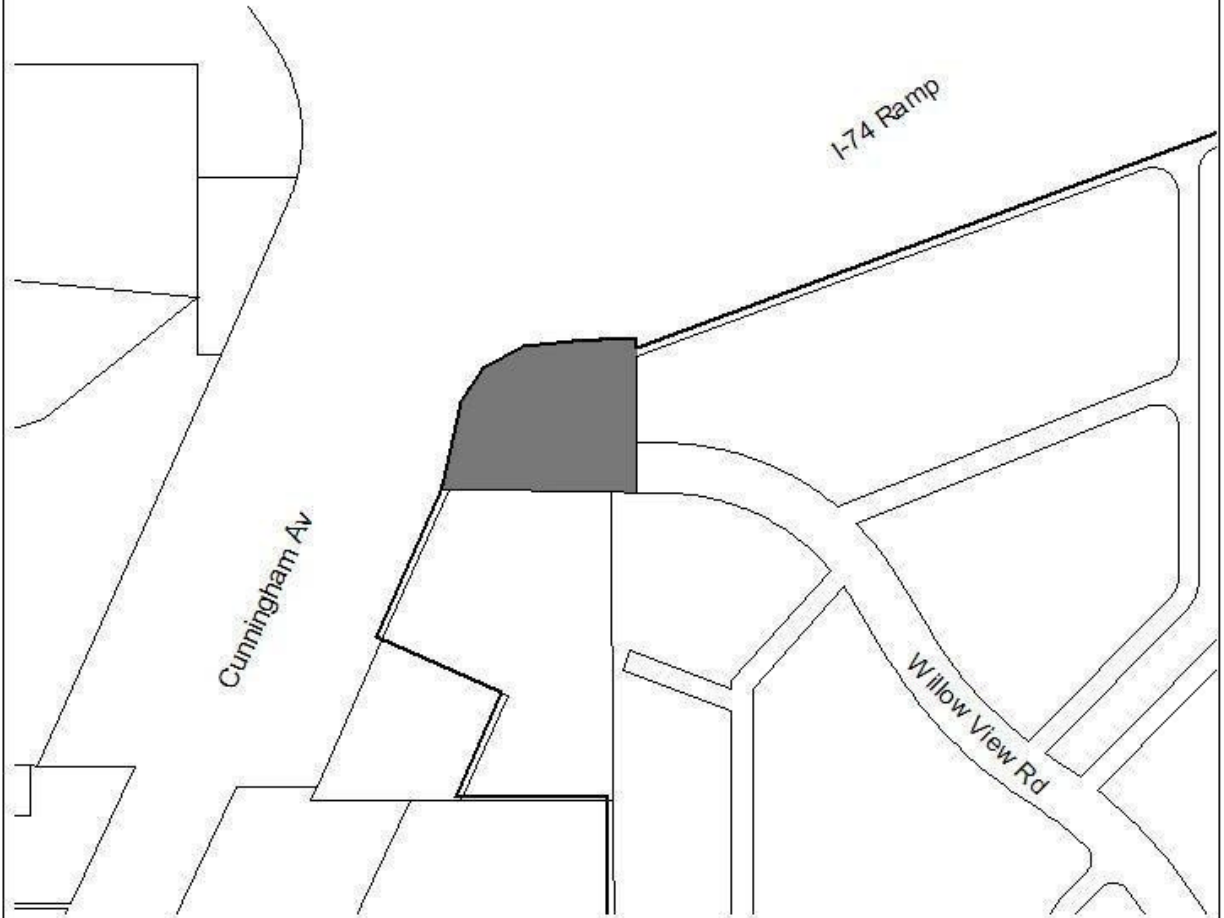
ABSTAINS:

Phyllis D. Clark, City Clerk

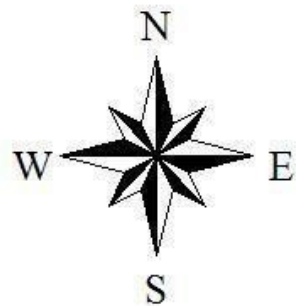
APPROVED by the Mayor this _____ day of _____,
_____.

Tod Satterthwaite, Mayor

Exhibit "B": Location Map



 Dog Training Tract



Map created October 6, 2003 by RLB, City of Urbana Community Development



NOTICE OF INTENT TO ANNEX TERRITORY TO THE CITY OF URBANA

TO:

Urbana Township Board of Trustees

Ken Buchanan
501 McGee Road
Urbana, IL 61802

Paul Tatman
2802 E. Slayback Road
Urbana, IL 61802

Gregory F. Foster
310 Yankee Ridge Lane
Urbana, IL 61801

David Lemke
1781 Independence
Urbana, IL 61801

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

Trustees of Carroll Fire Protection District

Dave Bray, Chief
Carroll Fire Protection District
1811 North Brownfield Road
Urbana, IL 61802

Tom Harnsberger, Trustee
Carroll Fire Protection District
2104 Barnes Street
Urbana, IL 61802

Duane Northrup, Trustee
Carroll Fire Protection District
2412 Somerset Drive
Urbana, IL 61802

Barney Bryson, Trustee
Carroll Fire Protection District
2102 Barnes Street
Urbana, IL 61802

Ricardo Ohmit, Trustee
Carroll Fire Protection District
1101 Brad Drive
Urbana, IL 61802

Derald Seeds, Trustee
Carroll Fire Protection District
2005 Barnes Street
Urbana, IL 61802

NOTICE IS HEREBY GIVEN, pursuant to the provisions of pursuant to Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), that a Petition has been received praying that the Council of the City of Urbana, Illinois, pass an Ordinance annexing territory to the City of Urbana as legally described in **Exhibit “A”** and illustrated in **Exhibit “B”**.

Notice is further given that the Urbana City Council Committee of the Whole will discuss the annexation petition at its meeting on **April 26, 2004 at 7:30 PM** in the City Council Chambers located at 400 South Vine Street, Urbana, Illinois. The Council of the City of Urbana will then vote on an Ordinance annexing said territory to the City at its regular meeting on **May 3, 2004 at 7:30 P.M.** in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois.

Elizabeth H. Tyler
Director, Community Development Services
City of Urbana, Illinois

Exhibit “A” Legal Description of Tracts to be Annexed
Exhibit “B” Location Map of Tracts to be Annexed
Exhibit “C” Signed Petition to Annex from Property Owners

Exhibit “A” Legal Description of Tracts to be Annexed

Dog Club Site:

All that part of the East half of the South half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying South and East of that portion thereof acquired by the Department of Public Works and Buildings of the State of Illinois for the construction of Federal Aid Interstate Highway No. 74, as shown by an order entered in the Circuit Court of Champaign County, Illinois, on June 28, 1956 in Common Law Case No. 20942 and appearing in Circuit Court Record 77 at page 47, except the South 16 feet thereof, situated in Champaign County, Illinois.

And Also:

F.A.I. Route 74, SEC. NO. 14, CHAMPAIGN COUNTY
PARCEL NO. 5X05413

Part of the East Half of the South Half of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being a part of Federal Aid Interstate 74 and U.S. Route 45 and being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, proceed on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 168.19 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 and the East line of a tract surveyed by Charles S. Danner, Illinois Professional Land Surveyor No. 1470 as shown by plat of survey dated March 22, 1965 and recorded in Miscellaneous Record Book 784 at Page 456 in the Office of the Recorder of Champaign County, Illinois and resurveyed by Rex A. Bradfield, Illinois Professional Land Surveyor No. 2537 as shown by plat of survey dated December 21, 1988 to the point of intersection with the South right-of-way line of Federal Aid Interstate 74, being the Northeast corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield, said point of intersection being the Point of Beginning; thence South 69 degrees 52 minutes 00 seconds West 149.28 feet along the South right-of-way line of Federal Aid Interstate 74 to the point of intersection with the East right-of-way line of U.S. Route 45, being the Northwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 25 degrees 12 minutes 00 seconds West 111.89 feet along the East right-of-way line of U.S. Route 45 to the Southwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 89 degrees 52 minutes 00 seconds West 71.66 feet along a Westerly extension of the South line of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence North 24 degrees 35 minutes 16 seconds East 49.33 feet; thence North 30 degrees 09 minutes 16 seconds East 50.01 feet; thence North 38 degrees 26 minutes 12 seconds East 49.95 feet; thence North 53 degrees 23 minutes 00 seconds East 50.03 feet; thence North 63 degrees 50 minutes 10 seconds East 49.96 feet; thence North 73 degrees 32 minutes 38 seconds East 49.91 feet thence North 85 degrees 03 minutes 13 seconds East 50.10 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 00 minutes 00 seconds West 44.76 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 to the Point of Beginning, encompassing 0.394 acres, more or less, situated in Champaign County, Illinois.

Commonly known as the **Former Dog Training Club of Champaign-Urbana** and also identified as Parcel Index Number **30-21-04-352-001** and adjacent lands that were formerly right-of-way of the Illinois Department of Transportation also identified as Parcel Index Number **91-21-04-352-025**.

Exhibit “B” Map of Tract to be Annexed

**Exhibit “C” Signed Annexation Petition from Property
Owners**

ATTACHMENT D

ORDINANCE NO. 2004-03-027

An Ordinance Approving and Authorizing the Execution of an Annexation
Agreement

(Dennis Ohnstad and John North / Former Dog Club Site)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and First Busey Trust and Investment Co., as Trustee under Trust Agreement No. 4131, with Dennis Ohnstad and John North listed as beneficial owners of the Land Trust, 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 0.72 acres located on the northeast corner of the Cunningham Avenue east frontage road and Willow View Road said tract is legally described as follows:

Dog Club Site:

All that part of the East half of the South half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying South and East of that portion thereof acquired by the Department of Public Works and Buildings of the State of Illinois for the construction of Federal Aid Interstate Highway No. 74, as shown by an order entered in the Circuit Court of Champaign County, Illinois, on June 28, 1956 in Common Law Case No. 20942 and appearing in Circuit Court Record 77 at page 47, except the South 16 feet thereof, situated in Champaign County, Illinois.

And Also:

F.A.I. Route 74, SEC. NO. 14, CHAMPAIGN COUNTY
PARCEL NO. 5X05413

Part of the East Half of the South Half of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being a part of Federal Aid Interstate 74 and U.S. Route 45 and being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, proceed on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 168.19 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 and the East line of a tract surveyed by Charles S. Danner, Illinois Professional Land Surveyor No. 1470 as shown by plat of survey dated March 22, 1965 and recorded in Miscellaneous Record Book 784 at Page 456 in the Office of the Recorder of Champaign County, Illinois and resurveyed by Rex A. Bradfield, Illinois Professional Land Surveyor No. 2537 as shown by plat of survey dated December 21, 1988 to the point of intersection with the South right-of-way line of Federal Aid Interstate 74, being the Northeast corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield, said point of intersection being the Point of Beginning; thence South 69 degrees 52 minutes 00 seconds West 149.28 feet along the South right-of-way line of Federal Aid Interstate 74 to the point of intersection with the East right-of-way line of U.S. Route 45, being the Northwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 25 degrees 12 minutes 00 seconds West 111.89 feet along the East right-of-way line of U.S. Route 45 to the Southwest corner of said tract

surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 89 degrees 52 minutes 00 seconds West 71.66 feet along a Westerly extension of the South line of said tract surveyed by Charles S. Danner and resurveyed by Rex. A. Bradfield; thence North 24 degrees 35 minutes 16 seconds East 49.33 feet; thence North 30 degrees 09 minutes 16 seconds East 50.01 feet; thence North 38 degrees 26 minutes 12 seconds East 49.95 feet; thence North 53 degrees 23 minutes 00 seconds East 50.03 feet; thence North 63 degrees 50 minutes 10 seconds East 49.96 feet; thence North 73 degrees 32 minutes 38 seconds East 49.91 feet thence North 85 degrees 03 minutes 13 seconds East 50.10 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 00 minutes 00 seconds West 44.76 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 to the Point of Beginning, encompassing 0.394 acres, more or less, situated in Champaign County, Illinois.

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

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on March 15, 2004 to consider said annexation agreement; and

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. The that Annexation Agreement between the City of Urbana, Illinois and First Busey Trust and Investment Co., as Trustee under Trust Agreement No. 4131, with Dennis Ohnstad and John North listed as beneficial owners of the Land Trust, 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 ____ day of _____, 2004.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2004.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the ____ day of _____, 2004, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "An Ordinance Approving and Authorizing the Execution of an Annexation Agreement (Dennis Ohnstad and John North / Former Dog Club Site)" which provided by its terms that it should be published in pamphlet form. The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the ____ day of _____, 2004, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this ____ day of _____, 2004.

ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and First Busey Trust and Investment Co., as Trustee under Trust Agreement No. 4131, with Dennis Ohnstad and John North listed as beneficial owners of the Land Trust (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, First Busey Trust and Investment Co., as Trustee under Trust Agreement No. 4131, with Dennis Ohnstad and John North listed as beneficial owners of the Land Trust are the Owners of record of a certain 0.72-acre parcel of real estate located at the former Dog Training Club of Champaign-Urbana on the north side of Willow View Road east of the Cunningham Avenue frontage road, and having permanent index number(s) 30-21-04-352-001 and 91-21-04-352-025, 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 of Urbana under the provisions of this agreement; and

WHEREAS, the tract is currently zoned B-4, General Business in Champaign County and would directly convert to City B-3, General Business, upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the Corporate Authorities find annexing said tract as described herein reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the 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. Annexation:

- (a) The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit A and the Owner acknowledges that immediately after the City Council's approval of this Agreement, the City shall act on the signed annexation petition, labeled Exhibit C, to cause said tract to be annexed to the City of Urbana.
- (b) 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 tract. 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 covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent owners as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. The Owner agrees for himself, 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. Zoning Classification: The Owner acknowledges that upon annexation the tract will be rezoned from County B-4 to City B-3. This zone allows mobile and modular home sales and tavern or restaurant use as of right. Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classification for the 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. Owner agrees to use the tract only in compliance with the Urbana Zoning Ordinance, as such may be amended from time to time.

Section 3. Building and Development Regulations: The Owner agrees to cause all new development, construction, or additions on said tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The owner further agrees that prior to any reuse, the existing building on the site must be brought into conformance with the City of Urbana Existing Structures Code in a time frame agreed to by the City of Urbana and the Owners, except that any immediate health or life safety threats must be brought into compliance immediately.

Section 4. Actions or Omissions: 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 both the Owner and the city. Said action includes petitioning for a county rezoning of said tracts without a written amendment to this Agreement.

Section 5. Land Division: The Owner agrees that he shall cause to be prepared a subdivision plat combining his contiguous holdings, including the former Dog Training Club tract and the adjoining remainder right-of-way acquired from the Illinois Department of Transportation, in conformance with the Subdivision Regulations of the City, and providing dedication of right-of-way along the access road located along the south side of the property (shown as Willow View Road) to a width deemed adequate by the City Engineer (see Section 6 below).

Section 6. Right-of-Way Dedication: The Owner agrees to dedicate a road width of 10 feet along the north side of the access road located along the south side of the property (i.e., Willow View Road) and in addition to provide an adjacent 10-foot wide sidewalk/utility easement to allow for future improvement to local street and sidewalk standards.

Section 7. Disconnection: The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tract from the City once it is annexed during the 20-year term of this agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. Annexation: The Corporate Authorities agree to act immediately to annex said tract subject to the terms and conditions outlined in this Agreement by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning Classification: The Corporate Authorities agree that the tract will be zoned City B-3 upon its annexation to the City. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property. If the zoning district referenced herein is not in existence at the time of the annexation, the parties agree to reclassify said property to the most comparable zoning classification as is determined by the Zoning Administrator.

Section 3. Outdoor Advertising Sign Structure: The Corporate Authorities agree to allow replacement of the existing Off-Site Advertising Sign Structure (OASS) on the site with a new two-sided OASS not to exceed 300 square feet in sign area to be located along the west boundary of the property, perpendicular to Cunningham Avenue, and subject to the approval of said sign by the Illinois Department of Transportation. Said OASS must comply with applicable requirements contained in the Zoning Ordinance, except that a variance to allow a zero-foot setback along the northwest property line from the OASS shall be granted for most effective placement of the OASS and since no structures adjoin this property, it being adjacent to Illinois Department of Transportation right-of-way.

Section 5. Subdivision Waivers and Deferrals: The Corporate Authorities agree to grant the following waivers upon the development and/or subdivision of said Tracts:

- (a) Dedication of right-of-way along Willow View Road to a width less than the minimum required total right-of-way of 60 feet (30 feet along the north side), since this roadway is pre-existing and straddles two ownerships.
- (b) Deferral of requirement to construct a sidewalk along the north side of Willow View Road since sidewalks do not exist elsewhere in the vicinity.

Section 6. Support for Subdivision Waivers and Deferrals: The Corporate Authorities find that the waivers and deferrals of the City of Urbana's Subdivision and Land Development Code agreed to in Article II, Section 5 herein are supported by the following findings:

- (a) there are conditions of topography or other site specific reasons that make the application of any particular requirement of the Land Development code unnecessary or, in some cases perhaps, even useless;
- (b) the granting of the requested waiver would not harm other nearby properties;
- (c) the waiver would not negatively impact the public health, safety and welfare, including the objectives and goals set forth in the Comprehensive Plan.

Section 7. Sanitary Sewer Service: The Corporate Authorities agree to extend sanitary sewer service to the site no later than six (6) months from submittal of building plans for the construction of commercial improvements requiring sanitary sewer service at the site totaling at least \$150,000 in site preparation and construction costs in order to allow for redevelopment of the property. However, if the projected total equalized assessed valuation of the property (land plus commercial improvements) is less than \$140,000, then the City

shall not be obligated to extend the said sewer until the parties agree to a cost sharing agreement for the payment of the costs thereof.

Section 8. Liquor License: The City agrees to make available a Class A Liquor License for a restaurant and/or tavern to a qualified applicant should the tract be subsequently redeveloped with a restaurant and/or tavern use.

Section 9. Enterprise Zone. The City will submit application to the State of Illinois to request the subject tract to be added to Urbana Enterprise Zone pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.) no later than 45 days after the effective date of this agreement, or the date all property is located within the City of Urbana, whichever is later.

Section 10. Setback Variance. In recognition of the irregular shape of the site and the existence of adjacent unused right-of-way and access roads, the City agrees to grant a variance from setback requirements for all structures along the north and west portions of the site. The south and east sides of the site shall meet the setback requirements set forth in the Urbana Zoning Ordinance, for front and side yards respectively.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant Running With the Land. The terms of this Agreement constitute a covenant running with the land for the 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, mortgagees, lessees, executors, assigns and successors in interest of the Owner 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 Owner agree that neither 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 both 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 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.

Section 7. Notices: Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

Owner:

First Busey Trust and Investment Co.
Trust No. 4131
201 West Main Street
Urbana, IL 61801

Beneficial Owners of the Land Trust:

Dennis Ohnstad
John North
Riley Homes
2704 N. Cunningham Ave.
P.O. Box 312
Urbana, IL 61803

City:

Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

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:**

Beneficial Owners of Land Trust:

Tod Satterthwaite, Mayor

Dennis Ohnstad

Date

Date

John North

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

Exhibit A: Legal Descriptions

Exhibit B: Location Map

Exhibit C: Annexation Petition

Exhibit A

Legal Descriptions

Dog Club Site:

All that part of the East half of the South half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, lying South and East of that portion thereof acquired by the Department of Public Works and Buildings of the State of Illinois for the construction of Federal Aid Interstate Highway No. 74, as shown by an order entered in the Circuit Court of Champaign County, Illinois, on June 28, 1956 in Common Law Case No. 20942 and appearing in Circuit Court Record 77 at page 47, except the South 16 feet thereof, situated in Champaign County, Illinois.

And Also:

F.A.I. Route 74, SEC. NO. 14, CHAMPAIGN COUNTY
PARCEL NO. 5X05413

Part of the East Half of the South Half of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being a part of Federal Aid Interstate 74 and U.S. Route 45 and being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, proceed on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 168.19 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 and the East line of a tract surveyed by Charles S. Danner, Illinois Professional Land Surveyor No. 1470 as shown by plat of survey dated March 22, 1965 and recorded in Miscellaneous Record Book 784 at Page 456 in the Office of the Recorder of Champaign County, Illinois and resurveyed by Rex A. Bradfield, Illinois Professional Land Surveyor No. 2537 as shown by plat of survey dated December 21, 1988 to the point of intersection with the South right-of-way line of Federal Aid Interstate 74, being the Northeast corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield, said point of intersection being the Point of Beginning; thence South 69 degrees 52 minutes 00 seconds West 149.28 feet along the South right-of-way line of Federal Aid Interstate 74 to the point of intersection with the East right-of-way line of U.S. Route 45, being the Northwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 25 degrees 12 minutes 00 seconds West 111.89 feet along the East right-of-way line of U.S. Route 45 to the Southwest corner of said tract surveyed by Charles S. Danner and resurveyed by Rex A. Bradfield; thence South 89 degrees 52 minutes 00 seconds West 71.66 feet along a Westerly extension of the South line of said tract surveyed by Charles S. Danner and resurveyed by Rex. A. Bradfield; thence North 24 degrees 35 minutes 16 seconds East 49.33 feet; thence North 30 degrees 09 minutes

16 seconds East 50.01 feet; thence North 38 degrees 26 minutes 12 seconds East 49.95 feet; thence North 53 degrees 23 minutes 00 seconds East 50.03 feet; thence North 63 degrees 50 minutes 10 seconds East 49.96 feet; thence North 73 degrees 32 minutes 38 seconds East 49.91 feet thence North 85 degrees 03 minutes 13 seconds East 50.10 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 00 minutes 00 seconds West 44.76 feet along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 to the Point of Beginning, encompassing 0.394 acres, more or less, situated in Champaign County, Illinois.

Exhibit B
Location Map

Exhibit C
Annexation Petition