



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Planning Division*

**m e m o r a n d u m**

**TO:** Urbana Plan Commission

**FROM:** Rebecca Bird, Planner II

**DATE:** November 1, 2013

**SUBJECT:** Plan Case No. 2013-A-02: Annexation agreement for a 0.36-acre tract of property at 2110 North Willow Road.

Plan Case No. 2215-M-13: Request to rezone a 0.36-acre tract of property at 2110 North Willow Road from Champaign County R-1 (Single-Family Residence) to City B-1 (Neighborhood Business) upon annexation.

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**Introduction & Background**

The City of Urbana has received a request from First Federal Savings Bank of Champaign-Urbana to enter into an annexation agreement for a 0.36-acre parcel located south of Interstate 74, at the intersection of North Willow Road and East Kenyon Road and commonly referred to as 2110 N Willow Road. The property currently contains a single-family residence. The petitioner acquired the property through foreclosure in 2012 and is trying to sell it. The petitioner has stated that the existing residence is not in good condition and that they do not think the subject property is viable as a single-family residence due to its location adjacent to an Interstate highway, a popular restaurant, and a large church. In addition, the lot configuration makes it difficult to achieve privacy for a residential use (see Exhibit A).

The proposed agreement would require the City to rezone the property from County R-1 (Single-Family Residence) to City B-1 (Neighborhood Business) and to grant a Conditional Use Permit to allow single-family residential use of the property in order for it to continue as a legal conforming use upon annexation. The City B-1 zoning district is a commercial district intended to serve the commercial needs of adjacent residential areas. The property is contiguous to the City of Urbana to the north, east and west. Following an annexation agreement, the City would then process an annexation petition to formally annex the property into the City.

The Plan Commission is requested to recommend to the City Council whether to rezone the property from County R-1 to City B-1 as part of the annexation agreement.

## Issues and Discussion

### *Annexation Agreement*

Benefits of bringing the subject property into the City include the promotion of compact, contiguous annexation, future tax revenues, and the ability to ensure code compliance and safety. The annexation agreement states that the property will be rezoned to City B-1 (Neighborhood Business) upon annexation. According to Section IV-5 of the Urbana Zoning Ordinance, an annexation agreement is required if the proposed zoning is not a direct conversion from County zoning as stated in Table IV-1. Per Table IV-1, Table of Uses, a direct conversion from County R-1 (Single-Family Residence) would result in City R-1 (Single-Family Residential) zoning. The petitioner has requested the rezoning to City B-1 (Neighborhood Business) in order to increase the future options for reuse of the property.

### *Proposed Rezoning*

The property is currently zoned County R-1 (Single-Family Residence), and upon annexation would be zoned City B-1 (Neighborhood Business).

According to the Urbana Zoning Ordinance, the B-1, Neighborhood Business District is

*intended to provide commercial areas of limited size, for basic trade and personal services for the convenience of adjacent residential areas, for needs recurring regularly or frequently.*

According to the Urbana Zoning Ordinance, the R-1, Single-Family Residential District is

*intended to provide areas for single-family detached dwellings at low density.*

The subject property was platted in 1956 as part of the Reinhold Acres Subdivision and currently contains a single-family residence. The petitioner acquired the property through foreclosure in 2012 and has been trying to sell it since spring 2013. The petitioner has stated that they feel a commercial zoning district would be more suitable for the property than residential zoning due to its proximity to the Interstate and to other commercial uses. In addition, the petitioner has stated that the residence is in need of a complete upgrade, including a new roof, new bathrooms, and a kitchen remodel, in order to be viable as a single-family residence. The petitioner does not currently have plans to demolish the house and construct a commercial building. Their intention is to be able to market the property with the potential for commercial development. The B-1, Neighborhood Business District allows professional and business offices, as well as a limited number of retail trade, personal services, food sales and services, and public uses. For a full list of allowed uses, please see the B-1 Zoning District Description Sheet (attached). City B-1 zoning allows single-family residential with a Conditional Use Permit (CUP). The agreement grants a CUP to allow *Single-Family Dwelling* use of the property to continue as a legal, conforming use. The combination of the rezoning and the CUP would allow for a range of options to bring the property back into viable use without negatively impacting nearby residential uses.

***Adjacent Land Uses and Zoning Designations***

The property fronts on both North Willow Road and East Kenyon Road, and in addition has good visibility to Interstate 74. The surrounding area is a mix of commercial, institutional, and residential. There is a residential neighborhood to the southwest. However, the property is surrounded on three sides by commercial and institutional uses, and is just off the Cunningham Avenue commercial corridor. Cracker Barrel Restaurant is to the east. Michelle’s Bridal Shoppe is across I-74 to the north. Faith Community Church is to the west. There is a single family residence to the south.

The following summarizes zoning and land uses for the subject site and surrounding property:

<b>Location</b>	<b>Zoning</b>	<b>Existing Land Use</b>	<b>Comprehensive Plan Future Land Use</b>
Site	R-1, Single-Family Residence (County)	Single-Family Residence	Residential
North	B-3, General Business (City)	Interstate / Michelle’s Bridal Shoppe	Regional Business
South	R-1, Single-Family Residence (County)	Single-Family Residence	Residential
East	B-3, General Business (City)	Cracker Barrel Restaurant	Regional Business
West	R-1, Single-Family Residential (City)	Faith Community Church	Residential

**Comprehensive Plan**

The subject site is designated “Residential” in the 2005 City of Urbana Comprehensive Plan. The Comprehensive Plan defines “residential – suburban pattern” as follows:

*“Residential areas contain primarily single-family residential housing but may also include a variety of compatible land uses such as duplexes, town homes, civic uses, institutional uses, and parks where zoning is appropriate. Residential areas can have different physical patterns of development:*

***Suburban Pattern of Development***

*A pattern of development that is typically found in newer, developing neighborhoods. The development pattern encourages a connected street network with pedestrian and bicycle facilities to serve adjoining neighborhoods, schools, parks and business centers. Cul-de-sacs should be minimized but may be appropriate where physical features prohibit a connected street system. Lots are typically larger than those found in the urban pattern of development.”*

Neighborhood business uses are anticipated as part of residential land uses. Neighborhood business uses are intended to serve adjacent residential areas.

## **Tax Impact**

The subject property currently contains a single-family residence with an estimated fair cash value of \$154,185 and a taxable value of \$45,390. If the City were to annex the property and it continued to have a single-family residence on it of the same value, the City would receive \$615.03 per year in tax revenue from the property, Urbana School District 116 would receive \$2,248.48, and the Urbana Park District would receive \$459.12. If the property were to be redeveloped as a small office building, which would be allowed under the proposed B-1, Neighborhood Business zoning district, the tax revenue would likely increase. Although there are many variables that would affect the value of the property if redeveloped, an example of a potentially similar small office building is the 2010 Patel Law Firm building at 108 W University Avenue. That property has an estimated fair cash value of \$425,713 and a taxable value of \$141,890, which results in \$1,923 in annual tax revenue for the City, \$7,029 for the School District, and \$1,435 for the Park District.

## **The La Salle National Bank Criteria**

In the case of *La Salle National Bank v. County of Cook* (the “La Salle” case), the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. Each of these factors will be discussed as they pertain to a comparison of the existing zoning with that proposed by the Petitioner.

*1. The existing land uses and zoning of the nearby property.*

*This factor relates to the degree to which the existing and proposed zoning districts are compatible with existing land uses and land use regulations in the immediate area.*

As the subject property contains a single-family residence, the current Champaign County R-1, Single-Family Residence zoning district is consistent with the existing land use. However, the proposed B-1, Neighborhood Business zoning would be consistent with the commercial zoning and uses of the properties to the east and north, and the location of the property adjacent to Interstate Highway 74. In addition, the B-1 zoning district has a neighborhood focus and is compatible with single-family residential. The high visibility from I-74 makes the property suitable for commercial zoning and less suitable for a residential use. The property to the south of the subject property contains a single-family residence and is in the County R-1 zoning district and would therefore benefit from screening from any potential commercial development on the subject property. The annexation agreement includes provisions to protect the residential property to the south, specifically requiring a minimum setback of at least ten feet, a landscape buffer with a minimum depth of five feet, and a solid six-foot high wood or masonry fence (see Article I, Section 4).

2. *The extent to which property values are diminished by the restrictions of the ordinance.*

*This is the difference in the value of the property as R-1, Single-Family Residential and the value it would have if it were rezoned to City B-1, Neighborhood Business.*

A direct conversion from County to City zoning would result in the subject property being in the R-1 zoning district, which would be compatible with the existing structure on the lot. However, the lot configuration and the location of the subject property adjacent to I-74, a popular restaurant, and a large church is not conducive to a single-family residential use. The location of the site would be more appropriate for a commercial use, such as those allowed in the B-1, Neighborhood Business district. The property value would therefore likely increase were the rezoning to be approved.

*It should be noted that the Urbana City Planning Division staff are not qualified as professional appraisers and that a professional appraiser has not been consulted regarding the impact on the value of the property. Therefore, any discussion pertaining to property values must be considered speculative and inconclusive.*

3. *The extent to which the ordinance promotes the health, safety, morals or general welfare of the public.*

4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

*Questions 3 and 4 apply to the current zoning restrictions: do the restrictions promote the public welfare in some significant way so as to offset any hardship imposed on the property owner by the restrictions?*

The proposed rezoning should not jeopardize the health, safety, morals, or general welfare of the public. Should the rezoning be denied, there would be no relative gain to the public. Rezoning would support commercial development at a highly visible location where it can serve traffic from an Interstate, as well as the adjacent residences and other Urbana residents.

5. *The suitability of the subject property for the zoned purposes.*

*The issue here is whether there are certain features of the property which favor the type and intensity of uses permitted in either the current or the proposed zoning district.*

Due to the property's location adjacent to an Interstate, a restaurant, and a church, and its proximity to residential uses, a neighborhood commercial zoning district is an appropriate zoning district. The B-1 zoning district is the most appropriate of the commercial districts as it will serve to best protect the adjacent residential property.

6. *The length of time the property has been vacant as zoned, considered in the context of land development, in the area, in the vicinity of the subject property.*

*Another test of the validity of the current zoning district is whether it can be shown that the property has remained vacant for a significant period of time because of restrictions in that zoning district.*

The property has been vacant since the Bank acquired the property through foreclosure in 2012.

## **Summary of Findings**

1. First Federal Savings Bank of Champaign-Urbana has requested that the City of Urbana enter into an annexation agreement for a 0.36-acre parcel located west of Cunningham Avenue, south of I-74 and west of Willow Road and commonly referred to as 2110N Willow Road.
2. The proposed B-1, Neighborhood Business Zoning District would allow for the property owner to market the property with the potential for limited commercial development.
3. The annexation agreement grants a Conditional Use Permit to allow single-family residential use of the property in order for it to continue as a legal conforming use upon annexation.
4. The proposed B-1, Neighborhood Business Zoning District would be generally compatible with the existing land uses and zoning of the surrounding properties and the location of subject property.
5. The proposed rezoning would not be detrimental to the public health, safety or general welfare.
6. The proposed rezoning appears to generally meet the LaSalle Case criteria.

## Options

The Plan Commission has the following options. In Plan Case 2013-A-02 / 2215-M-13, the Plan Commission may forward this case to the City Council with a recommendation to:

- a. Approve the proposed annexation agreement, including a zoning designation of B-1, Neighborhood Business for the subject property and a Conditional Use Permit to allow single-family residential use of the property to continue as a legal conforming use upon annexation; or
- b. Approve the proposed annexation agreement, including a zoning designation of B-1, Neighborhood Business for the subject property and a Conditional Use Permit to allow single-family residential use of the property to continue as a legal conforming use upon annexation, subject to recommended changes (note that the property owner would have to agree to any recommend changes); or
- c. Deny the proposed annexation agreement.

## Staff Recommendation

In Plan Case 2013-A-02 / 2215-M-13 staff recommends that the Plan Commission recommend **APPROVAL** of the proposed annexation agreement as presented.

Prepared By:

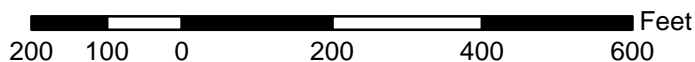
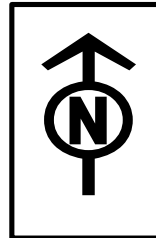
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Rebecca Bird, Planner II

cc: Jason Eyman [jeyman@356bank.com](mailto:jeyman@356bank.com)  
John Hall, Champaign County, [jhall@ccrpc.org](mailto:jhall@ccrpc.org)

Attachments: Exhibit A: Location & Existing Land Use Map  
Exhibit B: Zoning Map  
Exhibit C: Future Land Use Map  
Exhibit D: Zoning Description Sheets  
Exhibit E: Draft Annexation Agreement

# Exhibit A: Location & Existing Land Use Map



Case: 2013-A-02 & 2215-M-13  
 Subject: Annexation Agreement  
 & Rezoning  
 Location: 2110 N Willow Road, Urbana  
 Petitioner: First Federal Savings Bank of C-U



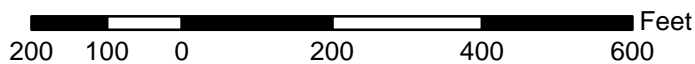
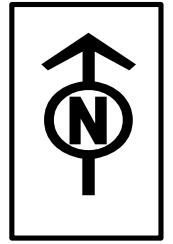
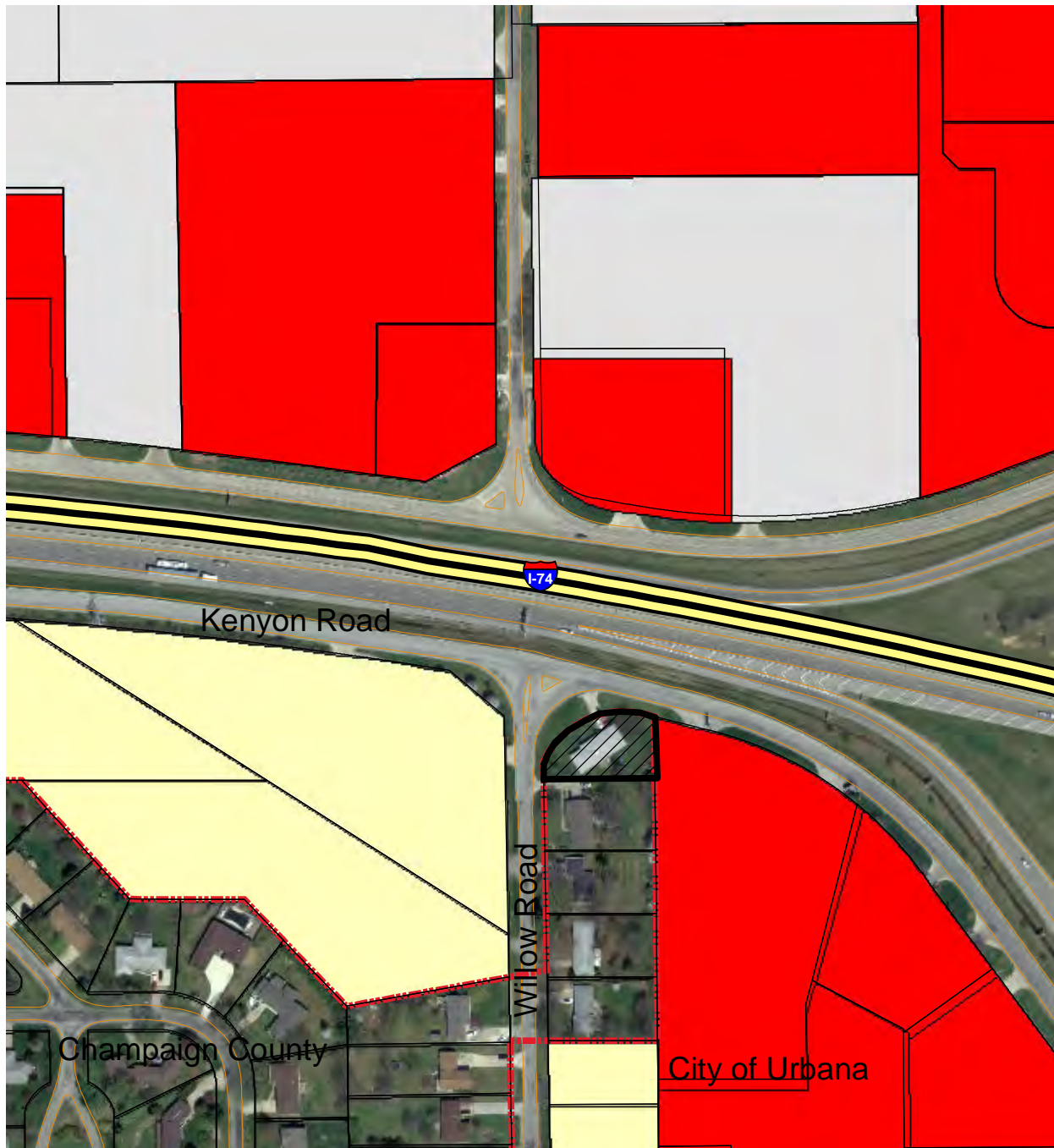
Subject Property



Urbana Corporate Limits






# Exhibit B: Existing Zoning Map



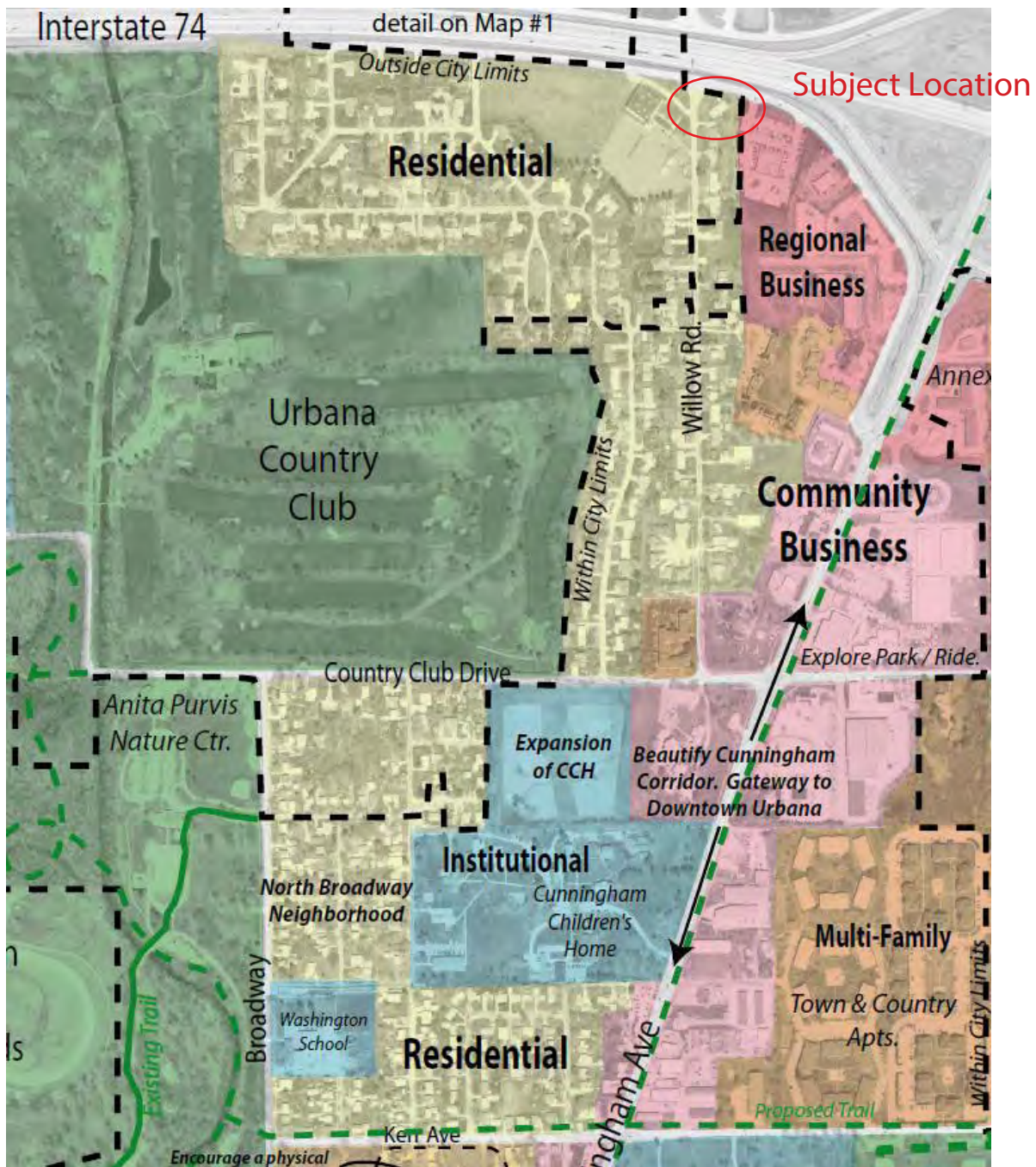
Case: 2013-A-02 & 2215-M-13  
 Subject: Annexation Agreement & Rezoning  
 Location: 2110 N Willow Road, Urbana  
 Petitioner: First Federal Savings Bank of C-U

 Subject Property  
 Urbana Corporate Limits

 IN-1  
 B3  
 R1

Prepared 10/18/2013 by Community Development Services - rlb

# Exhibit C: Future Land Use Map



Case: 2013-A-02 & 2215-M-13  
Subject: Annexation Agreement  
& Rezoning  
Location: 2110 N Willow Road, Urbana  
Petitioner: First Federal Savings Bank of C-U

Prepared 10/18/2013 by Community Development Services - rlb



# B-1 – NEIGHBORHOOD BUSINESS ZONING DISTRICT

## ZONING DESCRIPTION SHEET

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the B-1 Zoning District is as follows:

"The *B-1, Neighborhood Business District* is intended to provide commercial areas of limited size, for basic trade and personal services for the convenience of adjacent residential areas, for needs recurring regularly or frequently."

Following is a list of the Permitted Uses, Special Uses, Planned Unit Development Uses and Conditional Uses in the B-1 District. Permitted Uses are allowed by right. Special Uses and Planned Unit Development Uses must be approved by the City Council. Conditional Uses must be approved by the Zoning Board of Appeals.

### PERMITTED USES:

#### Agriculture

Garden Shop

#### Business - Food Sales and Services

Bakery (*less than 2,500 square feet*)

Confectionery Store

Meat and Fish Market

Supermarket or Grocery Store –

(*3,500 gross square feet or less per floor*)

#### Business - Personal Services

Barber/ Beauty Shop

Health Club/Fitness –

(*3,500 gross square feet or less per floor*)

Massage Therapist

Pet Care/ Grooming

Self-Service Laundry

Shoe Repair Shop

Tailor and Pressing Shop

#### Business - Professional and Financial Services

Bank, Savings and Loan Association

Copy and Printing Service

Professional and Business Office

#### Business – Recreation

Dancing School –

(*3,500 gross square feet or less per floor*)

#### Public and Quasi-Public

Church, Temple or Mosque

Institution of an Educational or Charitable Nature

Library, Museum or Gallery

Municipal or Government Building

Park

Police or Fire Station

#### Business - Retail Trade

Antique or Used Furniture Sales and Service –  
(*3,500 gross square feet or less per floor*)

Appliance Sales and Service

Art and Craft Store and/or Studio –

(*3,500 gross square feet or less per floor*)

Bicycle Sales and Service –

(*3,500 gross square feet or less per floor*)

Clothing Store –

(*3,500 gross square feet or less per floor*)

Electronic Sales & Service

Florist

Hardware Store

Jewelry Store

Music Store

Pet Store (*3,500 gross square feet or less per floor*)

Photographic Studio and Equipment Sales and

Service (*3,500 gross square feet or less per floor*)

Shoe Store –

(*3,500 gross square feet or less per floor*)

Sporting Goods –

(*3,500 gross square feet or less per floor*)

Stationery, Gifts or Art Supplies

Tobacconist

Variety Store

Video Store –

(*3,500 gross square feet or less per floor*)

#### Residential

Bed and Breakfast Inn

Bed and Breakfast, Owner Occupied

Dwelling, Loft

**SPECIAL USES:****Business - Food Sales and Services**

Convenience Store  
 Supermarket or Grocery Store –  
*(Greater than 3,500 gross square feet per floor)*

**Business – Miscellaneous**

Shopping Center - Convenience

**Business – Personal Services**

Dry Cleaning or Laundry Establishment  
 Landry and/or Dry Cleaning Pickup

**Business - Recreation**

Theater, Indoor

**Business - Retail Trade**

Drugstore  
 Video Store –  
*(Greater than 3,500 gross square feet per floor)*

**Business - Vehicular Sales and Services**

Gasoline Station

**Industrial**

Motion Picture Production Studio

**Residential**

Dwelling, Multiple-Unit Common-Lot-Line

**PLANNED UNIT DEVELOPMENT USES:****Business – Miscellaneous Business**

Mixed-Use Planned Unit Development

**CONDITIONAL USES:****Agriculture**

Plant Nursery Greenhouse

**Business - Food Sales and Services**

Café or Deli  
 Fast-Food Restaurant  
 Restaurant

**Business - Miscellaneous**

Contractor Shop and Show Room (*Carpentry, Electrical, Exterminating, Upholstery, Sign Painting, and Other Home Improvement Shops*)  
 Day Care Facility (*Non-Home Based*)  
 Lawn Care and Landscaping Service  
 Mail-Order Business –  
*(10,000 square feet of gross floor area or less)*  
 Radio or TV Studio

**Business - Personal Services**

Health Club/ Fitness –  
*(Greater than 3,500 gross square feet per floor)*  
 Mortuary

**Business - Professional and Financial Services**

Check Cashing Service  
 Packaging/ Mailing Service

**Business - Recreation**

Dancing School –  
*(Greater than 3,500 gross square feet per floor)*  
 Lodge or Private Club

**Business - Vehicular Sales and Services**

Automobile Accessories (*New*)

**Business - Retail Trade**

Antique or Used Furniture Sales and Service –  
*(Greater than 3,500 gross square feet per floor)*  
 Art and Craft Store and/or Studio –  
*(Greater than 3,500 gross square feet per floor)*  
 Bicycle Sales and Service –  
*(Greater than 3,500 gross square feet per floor)*  
 Clothing Store –  
*(Greater than 3,500 gross square feet per floor)*  
 Heating, Ventilating, Air Conditioning Sales and Service  
 Pet Store –  
*(Greater than 3,500 gross square feet per floor)*  
 Photographic Studio and Equipment Sales and Service  
*(Greater than 3,500 gross square feet per floor)*  
 Shoe Store –  
*(Greater than 3,500 gross square feet per floor)*  
 Sporting Goods –  
*(Greater than 3,500 gross square feet per floor)*

**Public and Quasi-Public**

Electrical Substation

**Residential**

Dwelling, Community Living Facility, Category I,  
 Category II, Category III  
 Dwelling, Duplex  
 Dwelling, Duplex (*Extended Occupancy*)  
 Dwelling, Multi-Family  
 Dwelling, Single Family  
 Dwelling, Single-Family (*Extended Occupancy*)

## DEVELOPMENT REGULATIONS IN THE B-1 DISTRICT

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet)	MIN SIDE YARD (in feet)	MIN REAR YARD (in feet)
<b>B-1</b>	<b>6,000</b>	<b>60</b>	<b>35<sup>3</sup></b>	<b>0.30</b>	<b>None</b>	<b>15</b>	<b>7</b>	<b>10</b>

**FAR= FLOOR AREA RATIO**

**OSR= OPEN SPACE RATIO**

**Footnote<sup>3</sup>** – In the AG, CRE, B-1, B-2, MOR and IN-1 Zoning Districts, and for residential uses in the B-3 and B-4 Districts, if the height of a building two stories or exceeds 25 feet, the minimum side and rear yards shall be increased as specified in Section VI-5.G.3 and Section VI-5.H.1, respectively. In the AG and CRE Districts, the maximum height specified in Table VI-3 shall not apply to farm buildings. However, the increased setbacks required in conjunction with additional height, as specified in Section VI-5, shall be required for all non-farm buildings.

For more information on zoning in the City of Urbana call or visit:

**City of Urbana**

**Community Development Services Department**

400 South Vine Street, Urbana, Illinois 61801

(217) 384-2440 phone / (217) 384-2367 fax

[www.urbanaininois.us](http://www.urbanaininois.us)



# R-1 – SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

## ZONING DESCRIPTION SHEET

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the R-1 Zoning District is as follows:

"The R-1, Single-Family Residential District is intended to provide areas for single-family detached dwellings at low density."

Following is a list of the Permitted Uses, Special Uses and Conditional Uses in the R-1 District. Permitted Uses are allowed by right. Special Uses must be approved by the City Council. Conditional Uses must be approved by the Zoning Board of Appeals.

### PERMITTED USES:

#### Agriculture

Agriculture, Cropping

#### Business - Recreation

Country Club or Golf Course

#### Public and Quasi-Public

Elementary, Junior High School, or Senior High

School

Park

#### Residential

Dwelling, Community Living Facility, Category I

Dwelling, Single Family

Dwelling, Single Family (*Extended Occupancy*)

### SPECIAL USES:

#### Public and Quasi- Public Facilities

Church, Temple or Mosque

Electrical Substation

Institution of an Educational or Charitable Nature

Library, Museum or Gallery

### CONDITIONAL USES:

#### Agriculture

Artificial Lake of One (1) or More Acres

#### Business – Miscellaneous

Day Care Facility (*Non-Home Based*)

#### Business - Recreation

Lodge or Private Club

#### Public and Quasi-Public

Municipal or Government Building

#### Residential

Bed and Breakfast, Owner Occupied

## DEVELOPMENT REGULATIONS IN THE R-1 DISTRICT

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet)	MIN SIDE YARD (in feet)	MIN REAR YARD (in feet)
<b>R-1</b>	<b>9,000<sup>11</sup></b>	<b>80</b>	<b>35</b>	<b>0.30<sup>11</sup></b>	<b>0.50<sup>11</sup></b>	<b>25<sup>9</sup></b>	<b>5 (15)<sup>12</sup></b>	<b>10</b>

**FAR= FLOOR AREA RATIO**

**OSR= OPEN SPACE RATIO**

**Footnote<sup>9</sup>** – In the R-1 District, the required front yard shall be the average depth of the existing buildings on the same block face, or 25 feet, whichever is greater, but no more than 60 feet, as required in Sec. VI-5.D.1. In the R-2, R-3, R-4, R-5, R-7, and MOR Districts, the required front yard shall be the average depth of the existing buildings on the same block face (including the subject property), or 15 feet, whichever is greater, but no more than 25 feet, as required in Sec. VI-5.D.1. (Ord. No. 9596-58, 11-20-95)(Ord. No. 9697-154) (Ord. No. 2001-03-018, 03-05-01)

**Footnote<sup>11</sup>** – In the R-1 District, any lot platted and of public record before November 6, 1950 and presently having a lot width of 65 feet or less and a lot area of less than 7,500 five hundred square feet may be developed in accordance with the development regulations for the maximum FAR and the minimum OSR of the R-3 District as specified above. (Ord. No. 8384-25, sec. 5; Ord. No. 8586-53, sec. 2, 1-20-86; Ord. No. 9091-16, 8-6-90; Ord. No. 9091-59, sec. 14, 11-19-90; Ord. No. 9091-60, sec. 11, 11-19-90; Ord. No. 9091-61, sec. 8, 11-19-90; Ord. No. 9091-62, sec. 8, 11-19-90; Ord. No. 9091-132, sec. 1, 5-20-91; Ord. No. 9091-133, 5-20-91)

**Footnote<sup>12</sup>** – In the R-1 District, the sum of the two required side yards shall not be less than 15 feet.

For more information on zoning in the City of Urbana call or visit:

**City of Urbana**

**Community Development Services Department**

400 South Vine Street, Urbana, Illinois 61801

(217) 384-2440 phone / (217) 384-2367 fax

[www.urbanaininois.us](http://www.urbanaininois.us)

## Annexation Agreement

(First Federal Savings Bank of Champaign-Urbana)

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 First Federal Savings Bank of Champaign-Urbana (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 Federal Savings Bank of Champaign-Urbana is the Owner of record of a certain 0.36-acre parcel of real estate located at 2110 North Willow Road, Urbana, Illinois, and having permanent index number 30-21-04-301-001, the legal description of which real estate is set forth in Exhibit B attached hereto and referenced herein as "the tract"; and

WHEREAS, the attached map, labeled Exhibit A, 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 contiguous to the City of Urbana and may be immediately annexed; and

WHEREAS, the tract is currently zoned Champaign County R-1, Single-Family Residence 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 B-1, Neighborhood Business Zoning District, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, 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 B-1, Neighborhood Business, generally reflects the goals, objectives and policies set forth in the City's 2005 Urbana Comprehensive Plan; and

WHEREAS, although the City's 2005 Urbana Comprehensive Plan, as amended from time to time, designates the future land use of the tract as "Residential", the Corporate Authorities find B-1, Neighborhood Business the most appropriate zoning designation due to the tracts location adjacent to B-3, General Business to the east and an Interstate Highway to the north; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.



**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER**

The Owner agrees to the following provisions:

**Section 1. Ownership and Annexation.** The Owner represents that the Owner is the sole record Owner of the property described in Exhibit A and that the Owner shall, within thirty (30) days of the approval of this agreement by the Urbana Corporate Authorities cause the tracts to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes.

The Owner shall be permitted to sell or grant a security interest in the subject tract to any third person provided that such sale or grant shall be subject to the provisions of this Agreement. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

**Section 2. Authority to Annex.** The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the tract in the absence of this Agreement.

**Section 3. Zoning.** The Owner acknowledges that upon annexation, the tract will be rezoned from Champaign County R-1, Single-Family Residence Zoning District to City B-1, Neighborhood Business Zoning District. The Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classifications for said tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract.

**Section 4. Land Uses.** The Owner agrees that for the life of this Agreement the uses of the tract shall be limited to *uses permitted under the B-1, Neighborhood Business Zoning District* as set forth in the Urbana Zoning Ordinance. Furthermore, the City agrees to hereby grant a Conditional Use Permit to allow *Single-Family Dwelling* use of the property to continue as a legal, conforming use. If the use of the tract is anything other than Single-Family Dwelling, any property line adjacent to a residential use shall have a minimum yard of at least ten feet, a landscape buffer with a minimum depth of five feet, and a solid six-foot high wood or masonry fence. The landscape buffer shall minimally meet the requirements of Section VI-6.A of the Urbana Zoning Ordinance. The fence must be adjacent to the residential property with the landscape buffer on the Owner's side of the fence.

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

**Section 6. Amendments Required.** The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to this Agreement.

**Section 7. Qualification and Authority.** The Owner represents that it is a duly organized and qualified to do business in the State of Illinois and the person(s) signing this agreement on behalf of the Owner has been duly authorized to sign this Agreement on its behalf.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES**

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation.** The Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

**Section 2. Zoning.** The Corporate Authorities agree to annex the tract with a zoning classification of B-1, Neighborhood Business and to hereby grant a Conditional Use Permit for a *Dwelling, Single-Family* for the tract.

**Section 3. Amendments.** The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or the Owner's successors or assigns, of the portion of the tract which is directly the subject of the amendment.

## **ARTICLE III: GENERAL PROVISIONS**

**Section 1. Term of this Agreement.** This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner or the Owner's successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a

majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

**Section 2. Covenant running with the land.** The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tracts, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

**Section 3. Binding Agreement upon parties.** The Corporate Authorities and Owner agree that no party will take action or omit to take action during the term of this Agreement which act or omission as applied to the tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by the Owner and the City.

**Section 4. Enforcement.** The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the party not in default may declare this Agreement null and void in addition to other remedies available. The prevailing party in any such action shall be entitled to attorney fees and court costs. The election of a remedy provided specifically in this Agreement or otherwise shall in no way limit the party from pursuing other remedies available at law or equity. 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 the Mayor signs the agreement on behalf of the City.

**IN WITNESS WHEREOF**, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

**Corporate Authorities  
City of Urbana:**

**Owner:**

\_\_\_\_\_  
Laurel Lunt Prussing  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

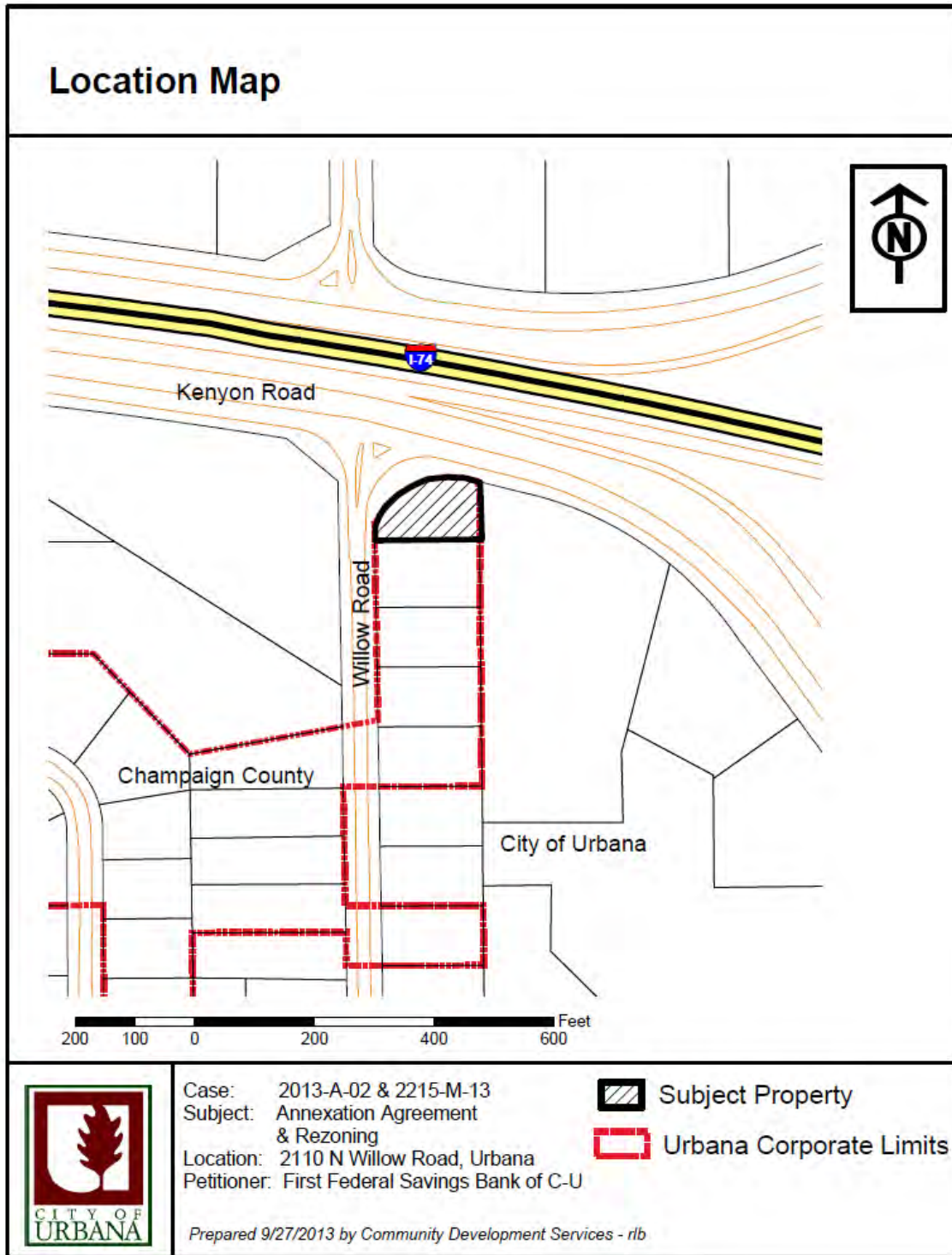
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Phyllis D. Clark  
City Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### Exhibit A Map of Tract



## **Exhibit B Legal Description**

### LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows;

Lot 1, except the South 14 feet thereof in Reinhold Acres in Champaign County, Illinois, as per plat recorded in Plat Book "M" at page 34, situated in Champaign County, Illinois

Permanent Index No. 30-21-04-301-001

Commonly known as 2110 N Willow Road, Urbana, Illinois 61802.