



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Planning Division*

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

**TO:** Urbana Plan Commission

**FROM:** Marcus Ricci, Planner II

**DATE:** February 1, 2017

**SUBJECT:** **Plan Case 2016-A-02:** A proposed Annexation Agreement for a 0.335-acre parcel located at 2912 East Main Street.

**Plan Case 2297-M-16:** Request to rezone a 0.335-acre parcel located at 2912 East Main Street from County R-2 Single Family Residence to City IN-1 Light Industrial/Office upon annexation.

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## **Introduction**

The City of Urbana has received a request from the Urbana & Champaign Sanitary District (UCSD) to enter into an annexation agreement for a 0.335-acre parcel located along the north side of East Main Street between Pfeffer Road and East University Avenue, and commonly referred to as 2912 East Main Street (Exhibit A). This agreement will provide for the continued operation and maintenance of existing sanitary sewer infrastructure. The proposed agreement would obligate the City to rezone the property from County R-2 Single Family Residence to City IN-1 Light Industrial/Office upon annexation (Exhibit B). The proposed IN-1 zoning is generally consistent with the 2005 Urbana Comprehensive Plan, as the subject property is adjacent to land designated "Light Industrial" and serves both "Light Industrial" and "Residential"-designated land (Exhibit C). Staff requests that the Plan Commission recommend to the City Council whether or not to rezone the property from County R-2 to City IN-1 as part of the draft annexation agreement.

## **Background**

The property is currently contiguous to the City of Urbana and within the City's mile-and-a-half extraterritorial jurisdictional (ETJ) area. The property is currently the site of the UCSD's East Main Street sanitary sewage pump station and associated mechanicals inside a fenced enclosure. This station has occupied the site since 1970, after city zoning was established but prior to establishment of county zoning. According to Mark L. Radi, Director of Engineering Services for the UCSD, the pump station, main tributary gravity sewers, and discharge forcemain service

Beringer Commons, the East Urbana Industrial Park, and other areas in the vicinity. The site contains an underground pump station wet well and dry well, and an aboveground entryway that houses the pumps. Additionally, a natural gas-powered backup generator is located on the site.

The owners do not intend any future development on the site, other than that which may be associated with maintenance or enhancement of the existing sanitary sewer pump station. This property was initially used by the UCSD under a 1970 utility easement, and then purchased by the UCSD in 2016. It was subsequently included in the plat of East Urbana Industrial Center Number 1 with the following perpetual use restrictions set forth in the deed (Exhibit D):

*I. Regulations*

*D. Restrictions on Outlot 3: Outlot 3, as depicted on said plat, is intended solely for the maintenance of the existing Urbana and Champaign Sanitary District pump station and said Outlot 3 shall be utilized solely for said purpose and no other purpose.*

*G. Pfeffer Road Vehicular Access: No vehicular access shall be permitted from Pfeffer Road as depicted on said plat.*

These use restrictions restrict the current and future use of the subject property only to the maintenance of the sanitary sewer infrastructure of the UCSD.

## **Issues and Discussion**

### ***Annexation Agreement***

The owners are requesting annexation to obtain the benefits of city fire and safety protection services and to provide a more suitable zoning district consistent with the light industrial properties to the east. Benefits of bringing the subject property into the city include securing critical infrastructure with city fire and safety protection services, as well as the opportunity to extend an adjacent utility easement.

According to Article IV-5 of the Urbana Zoning Ordinance, a public hearing at the Urbana Plan Commission is required if the proposed zoning is not a direct conversion from County zoning as stated in Table IV-1, County to City Zoning Conversion, which requires a direct conversion from County R-2 Single Family Residence to City R-2 Single Family Residential zoning. The draft annexation agreement states that the property will be rezoned to City IN-1 Light Industrial/Office upon annexation and includes a 10-foot utility easement to be granted along the north property line to extend a similar easement from the adjacent lot (Exhibit E).

### ***Proposed Rezoning***

The property is currently zoned County R-2 Single Family Residence, and upon annexation would be zoned City IN-1 Light Industrial/Office.

According to the Urbana Zoning Ordinance, the R-2 Single Family Residential district is: *intended to provide areas for single-family detached dwellings at a low density, on lots smaller than the minimum for the R-1 District. The R-2 District is also intended to provide for a limited proportion of two-family dwellings.*

In comparison, the proposed IN-1 Light Industrial/Office district is: *intended to provide land for employment centers related to research and development, engineering and testing, office uses, warehousing, and limited manufacturing and industrial activities that will not have an adverse effect upon the district in which it is located. In addition, some low intensity commercial uses may be permitted in this district to provide convenient goods and services for employees and patrons in the zoning district. Higher intensity commercial uses are generally prohibited. Low intensity industrial uses are permitted by right or as a special use, depending on the attributes of the proposed land use.*

As per Table V-I, Table of Uses, in the Urbana Zoning Ordinance, the proposed IN-1 Light Industrial/Office zoning district permits the “utility provider” use by right, which encompasses the operation of a sanitary sewer pump station (Exhibit F), and matches the zoning of the properties to the east. Conversely, the “utility provider” use is neither permitted by right, nor with either a conditional use or special use permit in the City R-2 Single Family Residential zoning district – the district resulting from a direct conversion upon annexation – hence, the need to rezone the subject property. The proposed City IN-1 zoning district allows the fewest number of permitted uses of those that permit the “utility provider” use by right – B-3, B-3U, B-4, B-4E, and IN-2 – making it the strictest zoning district option that most limits the number of potentially incompatible uses.

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

The property fronts onto East Main Street as it intersects into Pfeffer Road. East Main Street and the west side of Pfeffer Road are exclusively single-family residences, while the east side of Pfeffer Road includes the East Urbana Industrial Park and agricultural uses, all of which are zoned IN-1.

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

<b>Location</b>	<b>Zoning</b>	<b>Existing Land Use</b>	<b>Comprehensive Plan Future Land Use</b>
Site	County R-2 Single Family Residence	Sanitary sewer pump station	Light Industrial/ Residential
North	City R-4 Medium-Density Multiple Family Residential	Residential	Residential
South	City IN-1 Light Industrial/Office	Warehouse, agricultural, residential	Light Industrial/ Residential
East	City IN-1 Light Industrial/Office	Agricultural, warehouse	Light Industrial
West	County R-2 Single Family Residence	Residential	Residential

## **Comprehensive Plan**

In the 2005 City of Urbana Comprehensive Plan, the subject property and land to the south, west, and north are designated “Residential”; land to the south and east is designated “Light Industrial” (Exhibit C). The Comprehensive Plan defines these uses 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.”*

*“The Light Industrial/Office land use is intended for planned developments that typically do not generate the intensity of heavy industrial land uses. May include professional and business services, light assembly plants, warehousing, research and development facilities and distribution centers. Light Industrial / Office developments are typically part of a unified development plan.”*

## **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.*

The proposed IN-1 Light Industrial/Office zoning is consistent with the current and restricted future use of the subject property to only the maintenance of sanitary sewer infrastructure operated by the UCSD. It matches the zoning and is compatible with the existing industrial and heavy commercial uses to the east and the agricultural uses to the south. It is also compatible with the single-family residential uses to the west, as it does not create a nuisance with parking or traffic, bright lights, loud noises, or strong odors. Properties to the south and east are zoned IN-1 Light Industrial/Office and designated as such in the Comprehensive Plan, while properties to the west and north are zoned city or county residential and designated as such in the Comprehensive Plan. The proposed rezoning of the subject property to IN-1 Light Industrial/Office would permit the continued use of the subject property as a “utility provider” and would be generally consistent with the Comprehensive Plan which designates this area as Light Industrial and Residential.

### *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 the direct-zoned City R-2 Single Family Residential, and the value it would have if it were rezoned to the proposed IN-1 Light Industrial/Office.*

A direct conversion from County to City zoning would result in the subject property being zoned as R-2 Single Family Residential, creating an inconsistency between zoning and use, as the City R-2 zoning does not permit the “utility provider” use by right or with a Conditional or Special Use Permit. This would render the continued “utility provider” use into a non-conforming use which is less preferable than the permitting by right provided by the proposed IN-1 Light Industrial/Office zoning. In addition, the perpetual deed restrictions of the 1991 plat would still prohibit any use other than the maintenance of the UCSD sanitary sewer infrastructure.

The 2005 City of Urbana Comprehensive Plan designates the area of the subject property as Light Industrial and Residential, indicating that the long-standing “utility provider” use of the property would be generally consistent with the plan.

Given these circumstances – the zoning/use inconsistency that would be created by direct-rezoning to City R-2, the lack of a County zoning district that permits by right the current “utility provider” use which would have allowed for appropriate direct-rezoning, the lack of evidence of past negative impacts on property values, and the generally consistency with the Urbana Comprehensive Plan – it is the opinion of Planning Division staff that the proposed rezoning would not negatively impact property values.

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 to IN-1 Light Industrial/Office will benefit the health, safety, and general welfare of the public by providing faster, more effective city fire and safety protective services to help secure the sanitary sewer infrastructure which serves the residents and businesses in this area. Providing this benefit to the public will create no hardship on the individual property owner and, in fact, the annexation process itself has been initiated and pursued by the property owner. Should the rezoning be denied, there would be no relative gain to the public since the property has been in use for sanitary sewer infrastructure since 1970 and, according to the restrictive

covenants, can only be used for that purpose.

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

*This studies whether or not there are features of the property which favor the type and intensity of uses permitted in either the current or the proposed zoning district.*

The subject property is located between existing residential and industrial uses, and has been the site of a sanitary sewer pump station for the last 46 years. The proposed IN-1 Light Industrial/Office zoning better reflects the current “utility provider” use conducted on the property, matches the easterly adjacent property’s current IN-1 Light Industrial/Office zoning and warehouse uses, and is generally consistent with the 2005 City of Urbana Comprehensive Plan’s future land use designation of adjacent land as “Light Industrial.”

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 subject property is not vacant; rather, it has been used as a “utility provider” for the last 46 years, a use that is non-conforming in its current County R-2 Single Family Residence zoning district. This non-conformity would continue in the City R-2 Single Family Residential zoning district that would result from direct-zoning upon annexation, hence the request for rezoning to IN-1 Light Industrial/Office upon annexation. Granting the rezoning request would help ensure the subject property’s continued use by the UCSD and the continued operation of the sanitary sewer infrastructure; denying the rezoning request would make the use non-conforming.

## **Summary of Findings**

1. The Urbana & Champaign Sanitary District has requested that the City of Urbana enter into an annexation agreement for a 0.335-acre parcel located along the north side of East Main Street between Pfeffer Road and East University Avenue, and commonly referred to as 2912 East Main Street.
2. The property owners desire city fire and safety protective services and request an annexation agreement with the City of Urbana.
3. The property owners request that the property be rezoned from County R-2 Single Family Residence to City IN-1 Light Industrial/Office upon annexation, as part of the annexation agreement.
4. The proposed IN-1 Light Industrial/Office Zoning District would allow for the property

owners to continue using the property as a “utility provider” for the operation of sanitary sewer infrastructure.

5. The proposed IN-1 zoning is generally consistent with the 2005 Urbana Comprehensive Plan, as the subject property is adjacent to land designated “Light Industrial” and serves both “Light Industrial” and “Residential”-designated land.
6. The proposed rezoning appears to generally meet the LaSalle Case criteria.

## Options

The Plan Commission has the following options. In Plan Case 2016-A-02 / 2297-M-16, 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 IN-1 Light Industrial/Office for the subject property; or
- b. **Approve** the proposed annexation agreement, including a zoning designation of IN-1 Light Industrial/Office for the subject property, **subject to recommended changes** (note that the property owner would have to agree to any recommend changes); or
- c. **Deny** the proposed annexation agreement.

## Recommendation

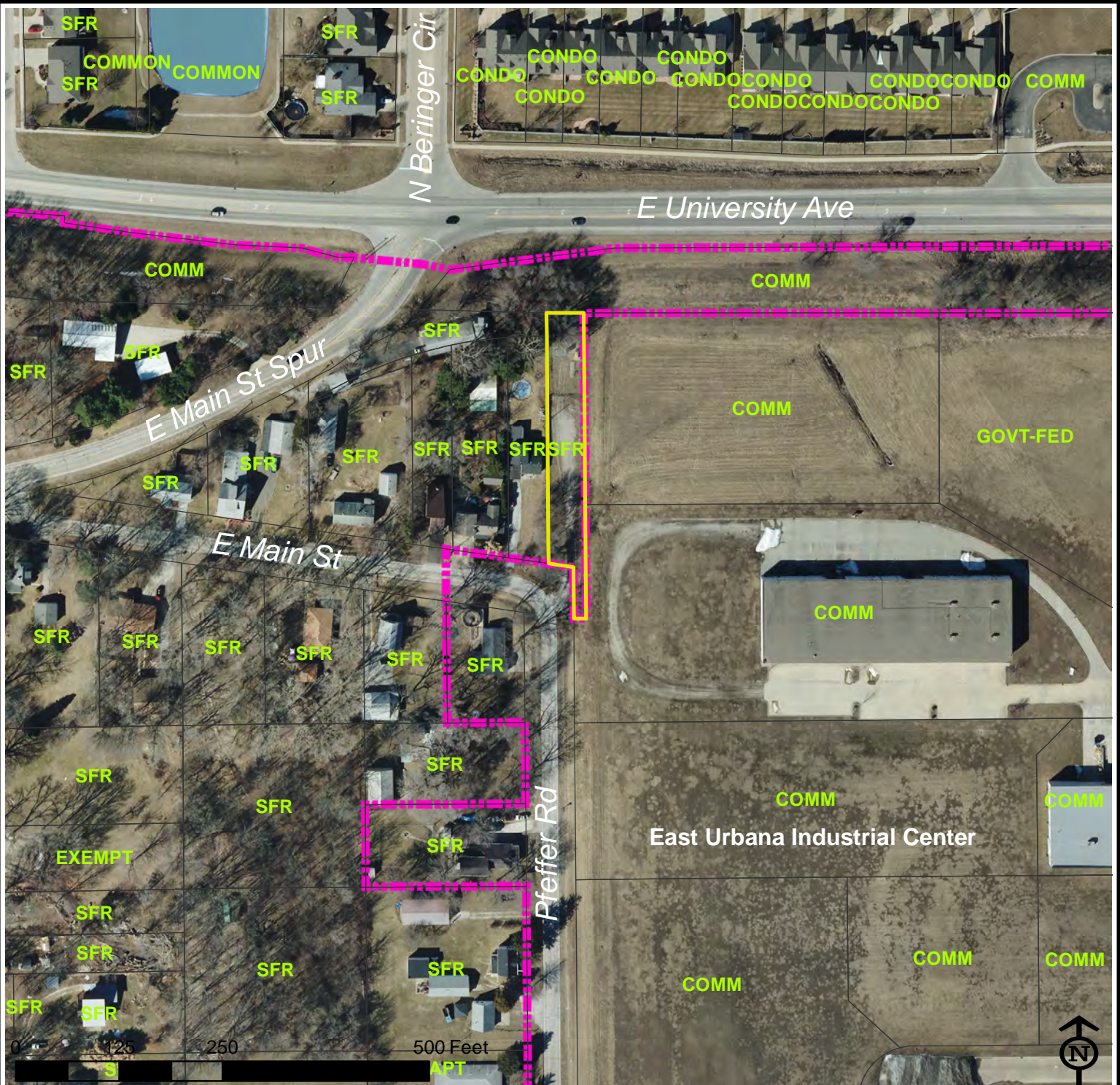
Based on the evidence presented to date, and without the benefit of considering additional evidence that may be presented prior to or at the public hearing, staff recommends that the Plan Commission recommends **APPROVAL** of the proposed annexation agreement with rezoning as presented.

Attachments:      Exhibit A:      Location & Aerial Map  
                         Exhibit B:      Zoning Map  
                         Exhibit C:      Future Land Use Map  
                         Exhibit D:      Excerpt of 1991 Plat of East Urbana Industrial Park  
                         Exhibit E:      Draft Annexation Agreement with Utility Easement  
                         Exhibit F:      IN-1 Light Industrial/Office Zoning Description Sheet

cc:                    Mike McCormick, Erwin, Martinkus & Cole, Ltd (Applicant’s Representative)  
                         Mark Radi, UCSD (Applicant)



# Exhibit A: Location & Existing Land Use Map

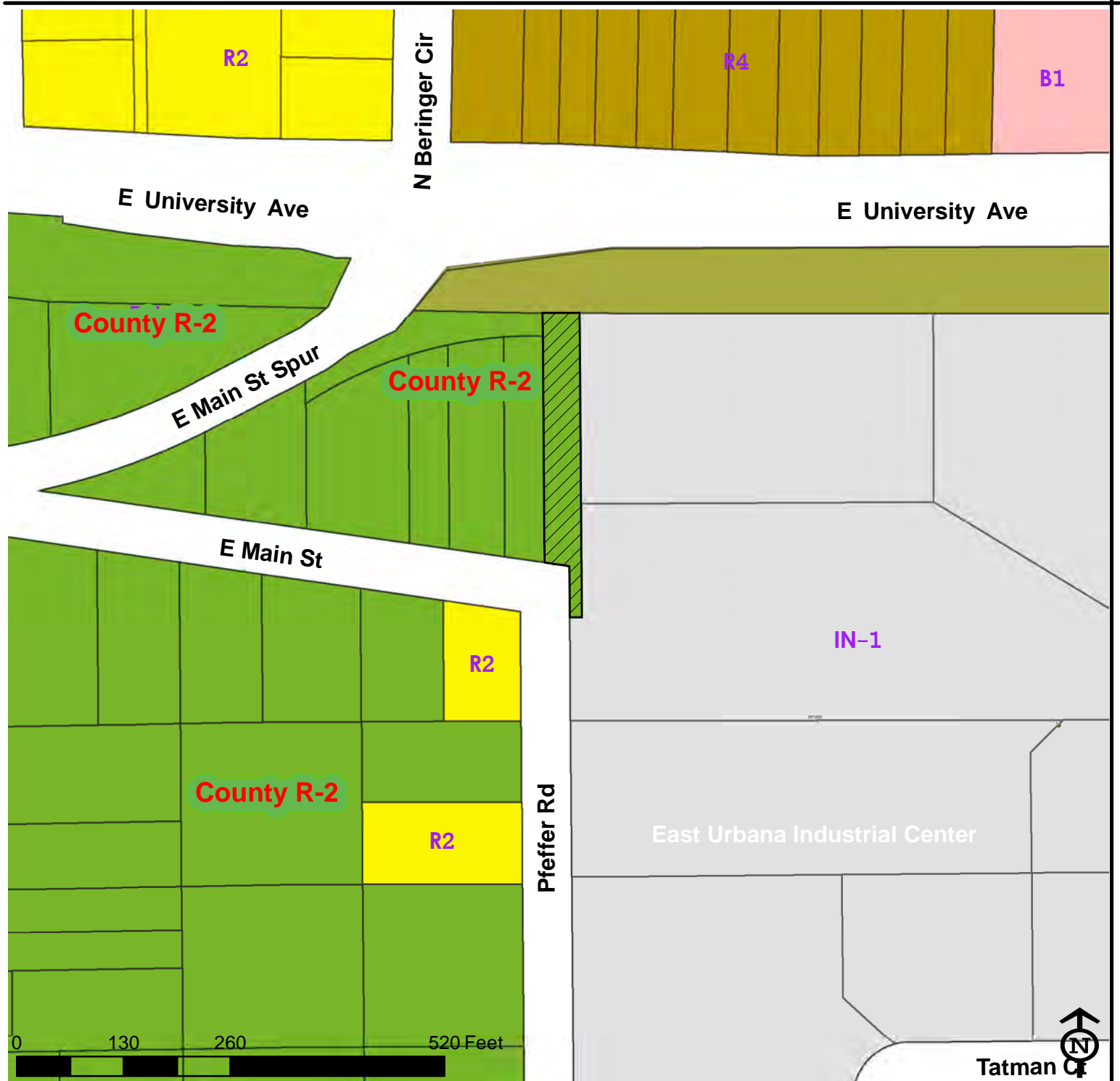


Case: 2016-A-02 & 2297-M-16  
 Subject: Annexation Agreement & Rezoning  
 Location: 291 East Main Street  
 Petitioner: Urbana & Champaign Sanitary District

 Subject Property



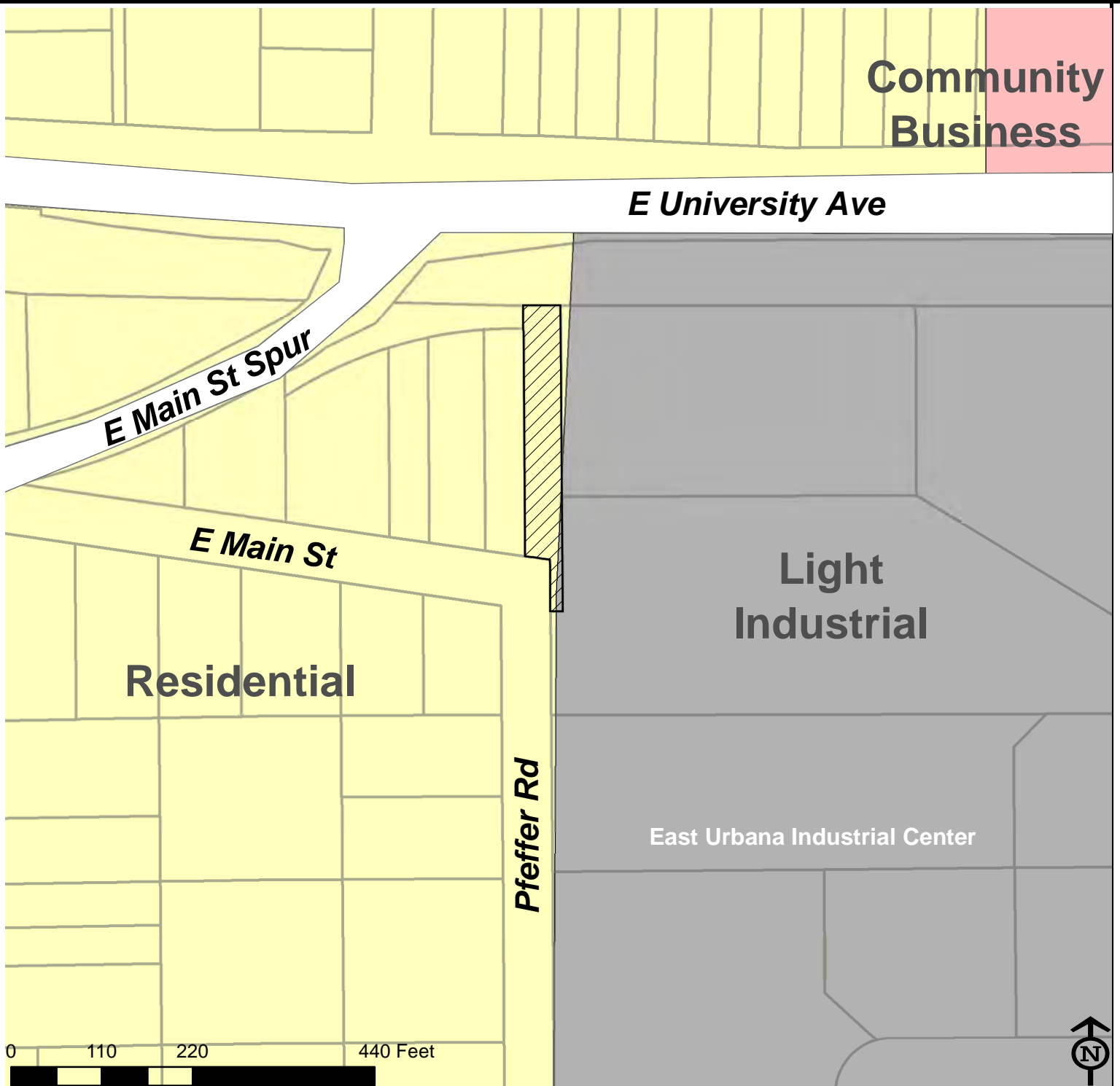
# Exhibit B: Zoning Map



Case: 2016-A-02 & 2297-M-16  
 Subject: Annexation Agreement & Rezoning  
 Location: 291 East Main Street  
 Petitioner: Urbana & Champaign Sanitary District

- B1
- R2
- ETJ
- R4
- IN-1
- Subject Property

# Exhibit C: Future Land Use Map



Case: 2016-A-02 & 2297-M-16  
Subject: Annexation Agreement & Rezoning  
Location: 291 East Main Street  
Petitioner: Urbana & Champaign Sanitary District

- Residential
- Community Business
- Light Industrial/Office
- Subject Property

## EXHIBIT D: EXCERPT OF 1991 PLAT

facilities to be constructed on Lot 2 as illustrated on the attached plat. Said easement is dedicated to the City of Urbana for emergency maintenance of the proposed detention basin. The owner agrees that the requirement to construct storm water detention for said subdivision has been deferred and shall be required upon construction on or replatting of Lots 1 and 2. The owner further agrees that, as storm water detention basins are designed and constructed for said subdivision, appropriate access and drainage easements will be dedicated at that time to assure their purpose as storm water drainage systems and that the drainage ways remain unobstructed. The maintenance of the detention basins shall be the responsibility of the property owner.

- C. Landscape Berm: The property owners agree to construct, maintain, and repair a landscape berm along Pfeffer Road, as depicted on said plat.
- D. Restrictions on Outlot 3: Outlot 3, as depicted on said plat, is intended solely for the maintenance of the existing Urbana and Champaign Sanitary District pump station and said Outlot 3 shall be utilized solely for said purpose and no other purpose.
- E. Sidewalk Deferral: The owner agrees to the deferral of sidewalk construction along Illinois Route 130 until such time as sidewalks on adjoining properties to the south and north of said subdivision are approved for construction. The City of Urbana shall notify the property owner of the need to construct sidewalks and property owner shall construct sidewalk within ninety (90) days of said notification or make other arrangements acceptable to the City of Urbana.
- F. Storm Water Detention Agreement: The lots as depicted on said plat are subject to a storm water detention agreement, and the property owners agree to comply with the provisions of said agreement.
- G. Pfeffer Road Vehicular Access: No vehicular access shall be permitted from Pfeffer Road as depicted on said plat.



# EXHIBIT E: ANNEXATION AGREEMENT

## Annexation Agreement

This Annexation Agreement is made between the City of Urbana, Illinois (“Urbana”) and Urbana & Champaign Sanitary District, (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 commonly known as 2912 East Main Street, Urbana, Illinois, having permanent index number 30-21-15-226-005, consisting of approximately 0.338 acres in unincorporated Champaign County (the “Property”). Exhibit A legally describes and shows a true and accurate location map 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. The Property is contiguous to Urbana and may be immediately annexed.
- 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 IN-1, Light Industrial/Office zoning district to allow its continued use for public utility purposes. 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 amendment affects the Property.
- 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.**

The Owner shall have the following 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, **except to the extent that any requirement has been waived or adjusted in an existing Intergovernmental Agreement or similar instrument.**
  - (2) Construction. The Owner shall cause construction of any improvements to the Property to comply with all applicable building and zoning codes, rules,

# EXHIBIT E: ANNEXATION AGREEMENT

regulations, orders, and other requirements of Urbana.

- 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 IN-1 Light Industrial/Office 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 any, and all codes, rules, regulations, orders, and other requirements of Urbana, except to the extent that any requirement has been waived or adjusted in an existing Intergovernmental Agreement or similar instrument. The Owner shall submit all building construction plans to Urbana for review and shall pay all applicable building permit fees.
  - (3) Easement. The Owner agrees to execute the easement attached as Exhibit C.

## 5. Urbana's duties.

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.

## 6. Owner's representations.

The Owner represents to Urbana as follows:

- A. Authority. The person signing this agreement on behalf of the Owner has been authorized and empowered to enter into this agreement by and on behalf of such Owner and that this agreement is a legal, valid, and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.
- B. Petition for annexation. The Owner shall, within ninety (90) days of the approval of this agreement, cause the tract to be annexed to the City of Urbana by filing 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.



# EXHIBIT E: ANNEXATION AGREEMENT

## DRAFT

This agreement will be binding upon the parties and their respective successors and assigns for twenty (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.**

Any party, or the successor or successors in title of any 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 defend and indemnify Urbana from any and all claims arising from the Owner's construction activities under 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 both 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: Urbana & Champaign Sanitary District, P.O. Box 669, 1100 E. University Avenue, Urbana, IL 61803

### **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.

# EXHIBIT E: ANNEXATION AGREEMENT

DRAFT

## **15. Severability.**

If any provision of this agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision will be deemed to be excised here from, and the invalidity thereof shall not affect any of the other provisions contained herein.

## **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, this agreement will be construed 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 thirty (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 herein.

[Signature page follows]

**DRAFT** **EXHIBIT E: ANNEXATION AGREEMENT**

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

Urbana & Champaign Sanitary District

City of Urbana, Illinois

By: \_\_\_\_\_  
Diana Lenik  
President  
Date:

By: \_\_\_\_\_  
Laurel Lunt Prussing  
Mayor  
Date:

Attest:

\_\_\_\_\_  
Phyllis Clark  
City Clerk

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that Diana Lenik, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument in her capacity as the duly authorized President of the Urbana & Champaign Sanitary District as her free and voluntary act, and the free and voluntary act of the Urbana & Champaign Sanitary District for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

- Attachments:      Exhibit A: Legal Description  
                         Exhibit B: Location Map  
                         Exhibit C: Easement

# EXHIBIT E: ANNEXATION AGREEMENT

## EXHIBIT A: PROPERTY LEGAL DESCRIPTION & PLAT OF SURVEY

The Property is legally described as:

"A part of the Northeast Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Outlot 3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois.

Said annexation containing 14,591.5129 S.F. (0.335 acres), more or less, all situated in Urbana Township, Champaign County, Illinois.



MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #2017-XX-XXX  
 CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS  
 DATE: Xxxxx XX, 2017

AREA OF ANNEXATION	
EXISTING CITY LIMITS	
NEW CITY LIMITS	
RIGHT OF WAY LINE	
PROPERTY ADDRESS	2912
LOT NUMBER	418

**ENGINEERING DIVISION**

CITY ENGINEER/PUBLIC WORKS DIRECTOR

DRAWN BY: B.W.F. 1/26/2017  
 PLS. REFER TO W.B.O. 1/27/2017

# EXHIBIT E: ANNEXATION AGREEMENT

## EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY

### PERMANENT UTILITY EASEMENT

The Grantors, The Urbana Champaign Sanitary District, for and in consideration of One Dollar and other good and valuable consideration, herewith and hereby gives, grants and conveys unto the Grantee herein, THE CITY OF URBANA, a municipal corporation of the State of Illinois, a perpetual easement, privilege, right, and authority for use by public utilities to construct, reconstruct, repair and maintain their facilities upon, under and within a part of the real estate described as follows:

The northerly 10.00 feet of even and equal width of Outlot 3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois.

Said easement having an area of 450.00 square feet, more or less, all situated in Urbana Township, Champaign County, Illinois, and being as shown on the attached plat.

In consideration of the grant of the easement hereinabove contained and of payment thereof, the GRANTOR(S) and GRANTEE hereby agree as follows:

1. During the performance of the construction work, the GRANTEE, its contractors and agents and the public utilities locating facilities within the above described easement, shall have exclusive use of the permanent easement area as is necessary to the orderly and economical performance of the construction work.
2. The public utilities shall be constructed of such materials and maintained in such manner as the GRANTEE, or the public utility locating facilities within the above described easement, may deem suitable.
3. The GRANTEE, its contractor, or the public utility locating facilities within the above described easement, shall regrade all disturbed ground, so that the surface of the real estate above described shall be restored to a condition of safety and amenity, and shall remove from the above described real estate all surplus soil and debris resulting from any such construction work.
4. The GRANTOR(S) shall have all rights, now herein granted, to the ownership, use and occupation of the above described real estate, except that the GRANTOR(S) shall place no permanent building or structure over or within the permanent easement herein granted, in such a manner as to damage the public utilities, or restrict the use thereof, or deny the GRANTEE, or the public utility locating facilities within the above described easement, reasonable access thereto for the purpose of the use, repair, replacement, or maintenance thereof.
5. The GRANTEE will indemnify and save harmless the GRANTOR(S), their heirs, executors, administrators, and assigns, from any and every claim, demand, suit, damage, and payment thereof, in respect thereto, or in respect of any of them with reference to injury to persons or damage to property caused by any of the work performed by the GRANTEE under this grant, and will require its contractors, or the public utilities locating facilities within the above described easement, to so indemnify and save harmless the said GRANTOR(S), their heirs, executors, administrators, and assigns.

# EXHIBIT E: ANNEXATION AGREEMENT

## EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY

- 6. The grant herein contained shall constitute a covenant which runs with the land and shall be binding upon the heirs, executors, administrators, and assigns of the GRANTOR(S) and the terms and conditions herein set forth shall be binding upon the GRANTOR(S) and the GRANTEE and the public utilities locating facilities within the above described easement.

IN WITNESS WHEREOF, the Grantor has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 2017 A.D.

BY: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) S.S.  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that

\_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered such instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017 A.D.

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

Accepted on behalf of the City of Urbana.

BY: \_\_\_\_\_  
                                  William R. Gray  
                                  Public Works Director/City Engineer

Date: \_\_\_\_\_



# EXHIBIT E: ANNEXATION AGREEMENT

## EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY



Proposed Permanent Easement  
2912 E. Main Street

City of Urbana  
Public Works Department  
Engineering Division

Date: 1/26/2017 Drawn by: BWF



# EXHIBIT F: IN-1 ZONING DESCRIPTION SHEET



## IN-1 – LIGHT INDUSTRIAL/OFFICE ZONING DISTRICT

### ZONING DESCRIPTION SHEET

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

"The *IN-1, Light Industrial/Office District* is intended to provide land for employment centers related to research and development, engineering and testing, office uses, warehousing, and limited manufacturing and industrial activities that will not have an adverse effect upon the district in which it is located. In addition, some low intensity commercial uses may be permitted in this district to provide convenient goods and services for employees and patrons in the zoning district. Higher intensity commercial uses are generally prohibited. Low intensity industrial uses are permitted by right or as a special use, depending on the attributes of the proposed land use."

Following is a list of the Permitted Uses, Special Uses, Planned Unit Development Uses and Conditional Uses in the IN-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**

Agriculture, Cropping  
Farm Chemicals and Fertilizer Sales Including  
Incidental Storage and Mixing of Blending  
Fertilizer  
Farm Equipment Sales and Service

##### **Business - Food Sales and Services**

Banquet Facility  
Catering Service  
Convenience Store  
Wholesale Produce Terminal

##### **Business - Miscellaneous**

Aviation Sales, Service or Storage  
Contractor Shop and Show Room (*Carpentry, Electrical, Exterminating, Upholstery, Sign Painting, and Other Home Improvement Shops*)  
Kennel\*\*\*\*  
Lawn Care and Landscaping Service  
Lumber Yard  
Mail Order Business  
Medical Cannabis Dispensary  
Radio or TV Studio  
Shopping Center – Convenience  
Self-Storage Facility  
Warehouse  
Wholesale Business  
Veterinary Hospital – Small Animal\*\*\*\*

##### **Business - Personal Services**

Ambulance Service  
Barber/Beauty Shop  
Dry Cleaning or Laundry Establishment  
Health Club/Fitness  
Laundry and/or Dry Cleaning Pickup  
Medical Carrier Service  
Movers

##### **Business - Professional and Financial Services**

Bank/Savings and Loan Association  
Check Cashing Service  
Copy and Printing Service  
Express Package Delivery Distribution Center  
Packaging/Mailing Service  
Professional and Business Office  
Vocational, Trade or Business School

##### **Business - Retail Trade**

Building Materials Sales (*All Indoor Excluding Concrete or Asphalt Mixing*)  
Florist  
Hardware Store  
Heat, Ventilating, and Air Conditioning Sales and Services  
Office Supplies/Equipment Sales and Service  
Photographic Studio and Equipment Sales and Service

##### **Business - Transportation**

Motor Bus Station  
Taxi Service  
Truck Terminal\*\*\*\*/ Truck Wash

# EXHIBIT F: IN-1 ZONING DESCRIPTION SHEET

## PERMITTED USES Continued:

### **Business - Vehicular Sales and Services**

Automobile, Truck, Trailer or Boat Sales or Rental  
Automobile/ Truck Repair  
Car Wash  
Gasoline Station  
Truck Rental

### **Public and Quasi-Public**

Electrical Substation  
Methadone Treatment Facility  
Municipal or Government Building  
Non-Profit or Governmental, Educational and Research Agencies  
Park  
Police or Fire Station  
Principle Use Parking Garage or Lot  
Public Maintenance and Storage Garage  
University/College  
Utility Provider

### **Residential**

Hotel or Motel

### **Industrial**

Bookbinding  
Confectionery Products Manufacturing and Packaging  
Electronics and Related Accessories-Applied Research and Limited Manufacturing  
Engineering, Laboratory, Scientific and Research Instruments Manufacturing  
Household and Office Furniture Manufacturing  
Light Assembly Manufacturing (*50,000 gross square feet or less*)  
Microbrewery  
Office and Artists Materials Manufacturing (*Except Paints, Inks, Dyes and Similar Products*)  
Printing and Publishing Plants for Newspapers, Periodicals, Books, Stationery, and Commercial Printing  
Theoretical and Applied Research, Development and Prototype Light Manufacturing of the following: Drugs, Chemicals, Food Products, Rubber and Petroleum Products, Light Fabricated Metal Products, Electrical Products, Physical and Aerospace Sciences, Wood and Wood Products, Non-electrical Machinery, Textiles, Glass Ceramic Products

## SPECIAL USES:

### **Business - Recreation**

Private Indoor Firing Range<sup>++</sup>

### **Business - Retail Trade**

Firearm Store<sup>†</sup>

### **Industrial**

All Other Industrial Uses  
Medical Cannabis Cultivation Center  
Recycling Center

### **Public and Quasi-Public**

Correctional Institution or Facility  
Hospital or Clinic  
Water Treatment Plant

## PLANNED UNIT DEVELOPMENT USES:

### **Business - Miscellaneous**

Commercial Planned Unit Development (*See Section XIII-3*)  
Mixed-use Planned Unit Development (*See Section XIII-3*)

### **Industrial**

Industrial Planned Unit Development

# EXHIBIT F: IN-1 ZONING DESCRIPTION SHEET

## CONDITIONAL USES:

### Business – Food Sales and Service

Bakery (*Less than 2500 square feet*)  
 Café or Deli  
 Fast-food Restaurant  
 Restaurant  
 Tavern or Night Club

### Business – Miscellaneous

Construction Yard  
 Day Care Facility (*Non-Home Based*)  
 Veterinary Hospital – Large Animal\*\*\*\*

### Business – Retail Trade

All Other Retail Stores

### Business – Transportation

Airport\*\*\*\*  
 Air Freight Terminal  
 Heliport\*\*\*\*  
 Railroad Yard and Freight Terminal

### Business – Vehicular Sales and Service

Towing Service

### Public and Quasi-Public

Church, Temple or Mosque  
 Institution of an Educational or Charitable Nature  
 Radio or Television Tower and Station

### Industrial

Electrical and Electronic Machinery, Equipment and Supplies Manufacturing  
 Jewelry, Costume Jewelry, Novelties, Silverware and Plated Ware Manufacturing and Processing  
 Light Assembly and Manufacturing (*Greater than 50,000 gross square feet*)  
 Manufacturing and Processing of Apparel and Related Finished Products Manufacturing  
 Manufacturing and Processing of Athletic Equipment and Related Products  
 Mechanical Measuring and Controlling Instruments Manufacturing  
 Miscellaneous Finished Products Manufacturing Including Home Products, Canvas Products, Decorative Textiles, Luggage, Umbrellas and Similar Products  
 Motion Picture Production Studio  
 Motor Vehicles Parts and Accessories Manufacturing  
 Musical Instruments and Allied Products Manufacturing  
 Optical Instruments and Lenses Manufacturing  
 Photographic Equipment and Supplies Manufacturing  
 Signs and Advertising Display Manufacturing  
 Surgical, Medical, Dental and Mortuary Instruments and Supplies Manufacturing  
 Watches, Clocks and Clockwork Operated Devices Manufacturing  
 Wool, Cotton, Silk and Man-Made Fiber Manufacturing

### Table V-1 Notes:

- \*\*\*\* See Table VII-1 for Standards for Specific Conditional Uses  
 † See Section VII-5.D for Standards for Firearm Stores  
 †† See Section VII-5.E Standards for Private Indoor Firing Ranges

## DEVELOPMENT REGULATIONS IN THE IN-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) <sup>1</sup>	MIN SIDE YARD (in feet) <sup>1</sup>	MIN REAR YARD (in feet) <sup>1</sup>
IN-1	6,000	60	None	2.00	None	15	5	10

FAR = Floor Area Ratio  
 OSR = Open Space Ratio

# EXHIBIT F: IN-1 ZONING DESCRIPTION SHEET

**Footnote**<sup>1</sup> – See Section VI-5 and Section VIII-4 for further information about required yards.

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)