

ORDINANCE NO. 8788-10

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT REGARDING MYRA RIDGE SUBDIVISION

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

Section 1. That an Annexation Agreement by and among the City of Urbana, Illinois, Carl E. Hill and Busey Bank formerly Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated July 6, 1976, and known as Trust No. 498, a copy of which said Annexation Agreement is attached hereto 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.

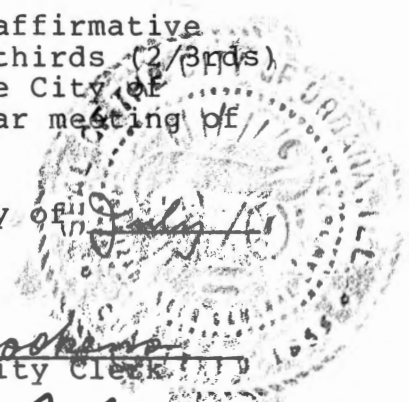
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of two-thirds (2/3rds) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

1987. PASSED by the City Council this 20th day of July 1987.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

1987. APPROVED by the Mayor this 23rd day of July, 1987.

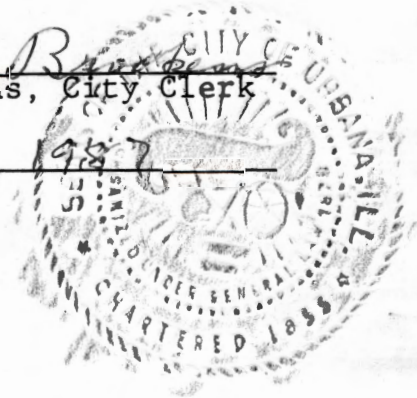
Jeffrey T. Markland
Jeffrey T. Markland, Mayor



THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8788-10 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

July 24, 1987
Date



PRE-ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 1987, by and between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "Corporate Authorities"), CARL E. HILL (hereinafter referred to as "Developer"), and BUSEY BANK, formerly Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated July 6, 1976 and known as Trust No. 498 (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, BUSEY BANK, trustee as aforesaid, is the owner of record of certain real estate, hereinafter described, and CARL E. HILL is desirous of developing same, which is platted in part and to be platted in full which real estate is either within or contiguous to the corporate limits of the City of Urbana and is legally described as follows:

- Parcel #1 - Lot 4 of the Plat of Myra Ridge Park Site Subdivision, as shown in Urbana Plan Commission Plan Case No. 1260-S-87;
- Parcel #2 - Commencing at the Northwest Corner of the East Half of the Northeast Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence S 00° 40' 37" E along the West line of the East Half of the Northeast Quarter of said Section 28, 1,052.00 feet for a true place of beginning; thence continuing South along said West line, 426.50 feet; thence N 89° 19' 21" E, 160.00 feet; thence S 00° 40' 36" E, 5.00 feet; thence S 84° 57' 58" E, 100.50 feet; thence N 62° 05' 43" E, 176.87 feet; thence N 38° 02' 28" E, 70.00 feet; thence S 40° 00' 00" E, 153.00 feet; thence N 86° 36' 37" E, 83.66 feet; thence N 62° 13' 15" E, 216.34 feet; thence N 40° 00' 00" W, 409.91 feet; thence S 38° 02' 39" W, 5.11 feet; thence N 40° 00' 00" W, 232.08 feet; thence N 74° 24' 51" W, 108.48 feet; thence S 89° 19' 23" W, 60.00 feet; thence S 00° 40' 37" E, 204.00 feet; thence S 89° 19' 23" W, 160.00 feet; thence N 00° 40' 37" W, 2.78 feet; thence S 89° 19' 21" W, 100.00 feet to the place of beginning, said tract containing 7.63 acres, more or less, and situated in Champaign County, Illinois;
- Parcel #3 - The East Half of the Northeast Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois EXCEPT the following as shown in the Records of the Champaign County Recorder of Deeds: Myra Ridge First Subdivision (Book Y, Page 222), Myra Ridge Second Subdivision (Book Z, Page 30), Myra Ridge Third Subdivision (Book Z, Page 29), Myra Ridge Fourth Subdivision (Book Z, Page 115), and Parcel #2 above, all situated in Champaign County, Illinois, containing 27.4 acres more or less;

generally located adjacent to the south side of Myra Ridge Subdivision; and

WHEREAS, Parcels #2 and #3 are contiguous to and may be annexed to the City of Urbana, as provided in Article 7 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes 1985); and

WHEREAS, subject property is zoned R-2 single family under the Champaign County Zoning Ordinance and Developer wishes for the property to be annexed as R-2 and for R-2 City of Urbana zoning to remain in effect; and

WHEREAS, Owner and Developer desire to have Parcels #2 and #3 annexed to the City of Urbana upon certain terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally serve the best interest of the City; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1., et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1985), a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities; and

WHEREAS, pursuant to notice, as required by statute and ordinance, a public hearing was held by the Corporate Authorities of the City on the proposed Annexation Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement is of no force and effect unless the attached development agreement is executed by the parties thereto within forty-five (45) days of the date of execution of this agreement.
2. The Owner, upon execution of this Agreement, will file with the Corporate Authorities a proper Petition conditioned on the terms and provisions of this Agreement, to annex Parcel #2 and Parcel #3 to the City of Urbana.
3. The Corporate Authorities, upon the execution of this Agreement and upon the filing of a proper Petition by the Owner as hereinabove provided, will enact an ordinance annexing Parcel #2 and Parcel #3.
4. Immediately after the passage and approval of an ordinance annexing Parcel #2 and #3, said property shall automatically be zoned and classified as R-2 pursuant to Section IV-5, Classification of Land subsequently in the Jurisdiction of the City, of the Urbana Zoning Ordinance.

5. The Owner agrees during the term of this Agreement, for itself, and to be binding upon its successors and assigns, not to develop or otherwise improve said property except pursuant to and in accordance with the now present provisions of the Urbana Subdivision Ordinance, and any other relevant ordinances except as specifically agreed herein to the contrary. Until such development anticipated herein occurs, said property may be devoted to agricultural uses. Upon presentation of the plats, the parties will reasonably address any waivers and variances from the current Urbana Subdivision Ordinance as appropriate.

6. All new utilities to serve the subdivision(s) shall be installed underground except for service connections.

7. After annexation by the City, the City will approve a plat or plats for the real estate described in this Agreement, so long as the plat or plats conform to this Agreement. The issuance of building permits is not contingent upon street improvements being completed for any given lot except, however, the final plat for a given lot must be duly recorded. Upon provision for adequate public utilities and street access improvements, occupancy permit may be issued.

8. Final plats for Parcel #3 may be presented in phases and approved in increments as such.

9. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of twenty (20) years commencing as of the date hereof, as provided by statute, and to the extent permitted thereby it is agreed that in the event that the annexation of the premises under the terms of this Agreement is challenged in any court proceeding, then the period of time during which such litigation is pending should not be included in calculating said twenty (20) year term. It is acknowledged that upon annexation as specified herein, the beneficial interest of the Development will likely be transferred to the developer or other assignee. When referring to "Owner", after the transfer of beneficial interest of Owner, the reference is to, and obligations are of, the assignee. Upon Owner assigning this Annexation Agreement, only the assignees are liable hereunder. Any assignment of said real estate, or a part thereof, by the owner to a developer or assignee other than Carl E. Hill prior to payment of sums due from developer under the development agreement, shall require the approval of the Corporate Authorities.

10. The owner and developer agree to file for approval by the Corporate Authorities a Plat of Myra Ridge Fifth Subdivision which substantially conforms to the proposed Plat of Myra Ridge Fifth Subdivision on file with the Urbana Plan Commission as Plan Case #1254-S-87. The approval of said plat by the Corporate Authorities and the recording of said plat in the Office of the Champaign County Recorder of Deeds shall all occur within forty-five (45) days of the date of execution of this agreement.

11. It is understood and agreed that the Owner is signing this document as Trustee and not in its individual capacity as further described in the bank exculpatory agreement form attached hereto.

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

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

Date: _____

ATTEST

City Clerk

Date: _____

"CORPORATE AUTHORITIES"

BUSEY BANK, formerly Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated July 6, 1976 and known as Trust No. 498.

By: _____

Title: _____

Date: _____

ATTEST

Title: _____

Date: _____

"OWNER"

Carl E. Hill

Date: _____

"DEVELOPER"