

ORDINANCE NO. 9192-64

AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
AS TO TRACTS 1, 4, AND 6 AND
AN AMENDMENT TO ANNEXATION AGREEMENT AS
TO TRACTS 2, 3, AND 5
(Frasca Annexation Agreement)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Rudolf Frasca was approved by the Urbana City Council in Ordinance No. 8889-48 on January 17, 1989; and,

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Frasca Associates has been submitted for consideration by the Urbana City Council, a copy of which is attached, and is designated as Plan Case #1296A-A-91; and,

WHEREAS, said Annexation Agreement is intended to supplement the Annexation Agreement between the City of Urbana, Illinois and Rudolf Frasca that was approved in Ordinance No. 8889-48 on January 17, 1989; and

WHEREAS, said Annexation Agreement governs six tracts of land totalling approximately 336 acres generally located north and west of the intersection of U.S. 45 and Airport Road; and said tracts are legally; described as follows:

Tract #1

The South West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9, East of the Third Principal Meridian, situated in Champaign County, Illinois.

Tract #2

The North Half of the South West Quarter, and all of the South Half of the North West Quarter of the South East Quarter that lies West of Route 45, and that part of the North 24 Rods of the North Half of the South West Quarter of the South East Quarter that lies West of Route 45, all in Section 33, Township 20 North, Range 9, East of the Third Principal Meridian, situated in Champaign County, Illinois.

Tract #3

Lot 1 of Frasca Industrial Air Park, located in the Southeast Quarter of Section 32, and the South Half of Section 33, Township 20 North, Range 9, East of the

Third Principal Meridian, situated in Champaign County, Illinois, consisting of approximately 116.3 acres.

Tract #4

The East 30 acres of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, except the following described tracts:

1.25 acres in the form of a square in the North West Corner of the East 30 acres of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, described as follows:

Commencing at the North West corner of said 30 acre tract, then East along the North line of said Section 33, a distance of 233.345 feet; thence South at a right angle to the last described line a distance of 233.345 feet, thence West parallel to the North line of said Section 33, 233.345 feet, thence North to the point of beginning, subject to the rights of the public in portions of the premises used for highway purposes, and except:

Beginning at the North East Corner of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian; thence South on the East line of the North West 1/4 of the North West 1/4 208.71 feet; thence West parallel with the North line of said Section 33, 208.71 feet; thence North parallel with the East line of the North West 1/4 of the North West 1/4 208.71 feet to the North line of said Section 33; thence East on the North line of said Section 33, 208.71 feet to the point of beginning, Champaign, County, Illinois.

Tract #5

The South Half of the North Half of the Southeast Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois.

Tract #6

The South East 1/4 of the South East 1/4 of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, except the North 15 acres thereof, and except the South 16 rods of the West 50 rods, and except the South 26 and 2/3 rods of the east 30 rods thereof, situated in Champaign County, Illinois.

WHEREAS, after due and proper publication, the Urbana Plan Commission held a public hearing on the proposed Annexation Agreement on December 5 and December 19, 1991; and

WHEREAS, the Urbana Plan Commission voted on December 19, 1991 to recommend that the Urbana City Council approve the proposed Annexation Agreement; and

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

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing to consider said Annexation Agreement on January 21, 1992; and

WHEREAS, after due consideration, the Urbana City Council deems it to be in the best interests of the City of Urbana to approve said Annexation Agreement.

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

Section 1. That the Annexation Agreement between the City of Urbana, Illinois and Frasca Associates, a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

This ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 21st day of January, 1992.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 3rd day of February, 1992.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

(frascagr.mnt)

ORDINANCE NO. 9192-64

AN ORDINANCE

APPROVING AND AUTHORIZING

THE EXECUTION OF AN ANNEXATION AGREEMENT

AS TO TRACTS 1, 4, AND 6 AND

AN AMENDMENT TO ANNEXATION AGREEMENT AS

TO TRACTS 2, 3, AND 5

(Frasca Annexation Agreement)

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Beginning at the North East Corner of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian; thence South on the East line of the North West 1/4 of the North West 1/4 208.71 feet; thence West parallel with the North line of said Section 33, 208.71 feet; thence North parallel with the East line of the North West 1/4 of the North West 1/4 208.71 feet to the North line of said Section 33; thence East on the North line of said Section 33, 208.71 feet to the point of beginning, Champaign, County, Illinois.

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The South Half of the North Half of the Southeast Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois.

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The South East 1/4 of the South East 1/4 of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, except the North 15 acres thereof, and except the South 16 rods of the West 50 rods, and except the South 26 and 2/3 rods of the east 30 rods thereof, situated in Champaign County, Illinois.

WHEREAS, after due and proper publication, the Urbana Plan Commission held a public hearing on the proposed Annexation Agreement on December 5 and December 19, 1991; and

WHEREAS, the Urbana Plan Commission voted on December 19, 1991 to recommend that the Urbana City Council approve the proposed Annexation Agreement; and

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

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing to consider said Annexation Agreement on January 21, 1992; and

WHEREAS, after due consideration, the Urbana City Council deems it to be in the best interests of the City of Urbana to approve said Annexation Agreement.

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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 a two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 21st day of January, 1992.

Ruth S. Brookens

Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 14th day of February, 1992.

Jeffrey T. Markland

Jeffrey T. Markland, Mayor

(frascagr.mnt)

ANNEXATION AGREEMENT AS TO TRACTS 1, 4 AND 6,
AND AMENDMENT TO ANNEXATION AGREEMENT AS TO TRACTS 2, 3 AND 5

THIS AGREEMENT made and entered into this 3rd day of February, 1992, by and between the City of Urbana, Illinois, (hereinafter referred to as the "Corporate Authorities" or the "City") and Frasca Associates (hereinafter referred to as the "Owner").

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 (Ill. Rev. Stat. Ch. 24, 1989); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities will hold a proper public hearing on this Annexation Agreement; and

WHEREAS, Frasca Associates is the owner of record of certain real estate, the legal descriptions of which are set forth in Exhibits 1, 2, 3, 4, 5 and 6, hereinafter referred to as Tracts 1, 2, 3, 4, 5 and 6 respectively; and

WHEREAS, Tracts 1, 2, 4, 5 and 6 are not yet annexed to the City of Urbana, but the owner, in order to make the best use of the property, finds it desirous to annex said tracts to the City of Urbana pursuant to and as provided for in this Agreement; and

WHEREAS, in order to enhance the economic viability and safety of Frasca Field, the Owner finds it necessary and convenient to construct a north/south runway within Tracts 1, 2, 3 and 4; and

WHEREAS, in order to further enhance the economic viability of Frasca Field, the Owner intends to construct and operate a restaurant or restaurants on said Tracts, one of which is to be attached to Owner's furthest north community hangar known as "hangar #3," located in Tract 3; and

WHEREAS, in order to further enhance the economic viability of Frasca Field, the Owner finds it necessary to obtain tax relief for those portions of such Tracts presently used for agricultural purposes so long as used as such; and

WHEREAS, a sub-committee of the Champaign-Urbana Urbanized Area Transportation Study has recommended that a corridor in the vicinity of Road 151N is the most appropriate location for an east/west arterial street and that preserving the expansion of

Frasca Field was an important consideration in the sub-committee's transportation recommendation; and

WHEREAS, the Corporate Authorities of the City of Urbana have found and determined that the extension of Road 1850N to Triumph Drive would inhibit the development of Frasca Field facilities as envisaged in this Agreement and would deprive the City of the benefits expected to flow from this Agreement; and

WHEREAS, the Corporate Authorities have further found that the vacation of the unimproved dedicated right-of-way previously dedicated by the Owner between Willow Road and Triumph Drive should occur as it is in the public interest to do so and that the vacation of such unimproved right-of-way does not damage any person in their rights of access; and

WHEREAS, the City of Urbana and Rudolf Frasca, Managing Partner of the Owner have previously agreed to annexation in an agreement affecting Tracts 2, 3 and 5, which agreement was authorized by the Urbana City Council on January 17, 1989, in Ordinance No. 8889-48, and is hereinafter referred to as the "Original Agreement" which is incorporated by reference herein; and

WHEREAS, the parties hereto intend for this agreement to amend said original agreement as it pertains to Tracts 2, 3 and 5; and

WHEREAS, Tract 3 has been annexed to the City of Urbana pursuant to said original agreement; and

WHEREAS, Tracts 2, 5, 6, and a portion of Tract 1 are zoned I-1 Light Industrial, in Champaign County and pursuant to Article IV, Section IV-5, Appendix A of the Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance"), will automatically be zoned IN Industrial, in the City of Urbana upon Annexation, and, Tract 4 and a portion of Tract 1 are zoned Ag-2 Agricultural in Champaign County and should be re-zoned IN Industrial in the City of Urbana; and

WHEREAS, Owner and Corporate Authorities find it desirable to create a new zoning classification wherein an airport, restaurant, business and professional offices, residential, and light industrial uses are permitted; and

WHEREAS, the Corporate Authorities find such annexation reflects the goals, objectives, and policies set forth in the 1982 Urbana Comprehensive Plan; and

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

WHEREAS, the Owner desires to have Tracts 1, 2, 4, 5 and 6 annexed to the City of Urbana upon certain terms and conditions hereinafter set forth;

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

I. Representations and Obligations of Owner

Pursuant to certain terms and conditions hereinafter set forth, the Owner agrees as follows:

A. With respect to Tracts 1, 2, 4, 5 and 6, to file a proper Annexation Petition for any one of said Tracts or part thereof, within 30 days of one or more of the following occurrences:

(1) a plat for development of such Tract or part thereof being approved by the City and recorded;

(2) Notification by the owner of owner's intent to construct any non-agricultural structure on such Tract. Owner agrees that the construction of all non-agricultural structures on a Tract or part thereof will be constructed in conformance with the City of Urbana's code and ordinances. Owner further agrees not to apply to Champaign County for a Zoning Use Permit for land use or construction on said Tracts.

(3) the receipt by owner of a request by the City for the annexation of a minimum of 300 feet in width of such Tract or portion greater than 300 feet in width as may be required under

the law to satisfy the statutory contiguity requirement with respect to additional property, not owned by the owner in order that such additional property be contiguous to the City provided that the annexation of such additional property is imminent.

(4) The construction of runway facilities upon such Tracts or part thereof.

B. To accept the direct conversion of Tracts 1, 2, 4, 5 and 6 to City IN Industrial zoning upon their annexation.

C. Owner understands and agrees that Corporate authorities will expeditiously enact an amendment to the Urbana Zoning Ordinance which creates a zoning classification in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted and that all Tracts described herein shall be re-zoned as such upon such enactment.

D. To pay for up to 51% of the cost of a general area plan for Tracts 1, 2, 3, 4, 5 and 6 and any additional property as may be agreed to by the parties, with the Owner's contribution not to exceed \$15,000. Any costs in excess of \$15,000.00 for such plans shall be paid by the City.

E. Owner acknowledges that there presently exists unimproved, but dedicated right-of-way of a width of 60 feet

between Willow Road and Triumph Drive which the city, by consideration of this Agreement and the adoption thereof has determined to be an unnecessary reservation of right-of-way and has further determined that the public interest will be served by vacating such unimproved right-of-way.

II. Representations and Obligations of Corporate Authorities

Pursuant to certain terms and conditions hereinafter set forth, the Corporate Authorities agree as follows:

A. To expeditiously annex Tracts 1, 2, 4, 5 and 6 or parts thereof for which Owner submits a proper petition when properly and effectively requested to do so by submission of a legally sufficient petition by owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts or parts thereof to the City.

B. The Corporate Authorities reaffirm its recognition that a restaurant, airplane museum, hangars and airport business office and other customarily incidental airport uses are allowable accessory uses to the principal airport use as a matter of right.

C. That, in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance, upon annexation hereunder, in the

event the zoning classification provided for in Article II(E) herein has not been enacted, until such enactment, Tracts 1, 2, 4, 5 and 6 will be zoned IN Industrial. Such zoning will take place on City's own motion, and it will not be necessary for Owner to file a petition or petitions requesting such zoning.

D. That all existing improvements and uses of all tracts annexed under the terms and conditions of this Agreement and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the effective date of this annexation agreement shall be, pursuant to the provisions of Article X, Section X-1 of the Urbana Zoning Ordinance, considered lawful during the term of this Agreement. In addition, any such improvements and uses may continue under the provisions of said Urbana Zoning Ordinance and shall be permitted to be reconstructed at the same location and size if damaged by fire, explosion, Act of God, or other sudden damage or destruction, Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding, during the term of this Agreement and as provided in this Agreement.

E. To expeditiously amend the City of Urbana Zoning Ordinance in order to create a zoning district in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted, and that all Tracts described herein shall be zoned as such upon such

enactment. Such zoning will take place on the City's own motion and it will not be necessary for Owner to file a petition or petitions requesting such zoning.

F. To cause and pay for at least 49% of the preparation of a general area plan, in cooperation with the Owner, for Tracts 1, 2, 3, 4, 5, and 6, and for such additional property as may be agreed to by the parties. Owner has agreed to pay up to \$15,000.00 for such plan. City shall pay all costs in excess of \$15,000.00. Such general area plan as agreed upon by the parties, may be amended from time to time in compliance with Urbana City Code of Ordinances without amending this agreement provided that said general area plan amendment adheres to the intent of this agreement.

G. To expeditiously approve final plats of said Tracts or parts thereof which the Owner submits provided said plats are in substantial conformance to the aforementioned general area plan.

H. To vacate the unimproved but dedicated right-of-way between Willow Road and Triumph Drive, such unimproved right-of-way being an unnecessary and undesirable reservation of right-of-way and said vacation being in the best interest of the City and the public.

I. To approve the construction of a North/South Runway within Tracts 1, 2, 3 and 4 up to 200 feet south of Township Road 151 to the north, so long as such runway is in conformance with the standards of the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics.

J. To grant a building permit for the completion of the restaurant attached to "Community Hangar #3" in Tract 3, as planned, which was being constructed at the time said tract was annexed into the City, subject to said construction conforming with the City of Urbana's codes and ordinances.

K. To not adopt any operational restrictions governing airport operations greater than those imposed by the Federal Aviation Administration and the Illinois Department of Transportation, Division on Aeronautics.

L. To not require the construction of off-site storm sewers to drain said tracts in that storm water will be detained on-site by the Owner, and such on-site detention is deemed adequate by the City. To require on-site storm sewers only insofar as such internal storm sewers are required to transport storm water to and from on-site detention facilities. If such on-site storm sewers are required by the City, the cost to construct internal storm sewers in excess of the size and

capacity necessary to serve existing storm water run-off, and the storm water run-off from new development on said tracts, shall be at no cost to the Owner. While consistent with standard engineering principles and practices, ground swales shall be approved as part of the internal drainage system. If there is a disagreement between the Owner's engineer and the City of Urbana on the use of ground swales, or in regard to the size or capacity of internal storm sewer facilities necessary to serve existing storm water run-off and the storm water run-off from new development, then the opinion of another engineer, mutually selected by the parties, shall be obtained. The findings of such engineer shall be binding on the Owner and the city. The cost of such engineer's services shall be borne equally by the parties.

M. Upon annexation, to use its best efforts to seek Illinois State designation of all tracts covered by this agreement as a state enterprise zone, provided that such action shall not be required of the City unless there is proposed development which satisfies the eligibility requirements for designation as such an enterprise zone.

N. Recognizing the public nature of privately owned airports, the aviation industry is cognizant that the tax burden of these airports has created untenable situations for airport owners, forcing many owners out of business. Wishing to assure the retention of the services of Frasca Field, the City of Urbana

agrees to support and assist in obtaining State legislation that will give Frasca Field or other private airport owners in similar situations, the tax relief necessary to ease the burden. If legislation has been neither approved, nor is pending at the time of any annexation hereunder, the City agrees to discuss with Owner other types of tax relief measures that may be, or may become available to ease the tax burden.

O. In the event that any portion of Tracts 1, 2, 3, 4, 5 and 6, is used for farm purposes, and the difference in incorporated versus unincorporated property tax for said Tracts exceeds \$100.00 the City shall annually reimburse Owner for the difference between taxes paid on said portion of such tract used for farm purposes when in the City and taxes which would have been paid if said portion of such tract were not in the City, except that the City shall reimburse the owner for the difference in taxes on all Tracts or parts thereof which the City requests the Owner to annex in accordance with Article I, Section A(3) of this Agreement.

III. General Provisions

1. 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 date hereof, as

provided by the Illinois State Statutes, and to the extent permitted thereby, it is agreed that, in the event of the annexation of any Tracts hereunder under the terms and conditions of this Agreement is challenged in any Court proceeding, the period of time during which such litigation is pending should not be included in calculating said twenty (20) year term.

2. 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 declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of said tracts.

3. 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 affect without the invalid provision.

4. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder.

The original Agreement between the parties is hereby affirmed and shall remain in effect except as specifically amended herein.

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

CORPORATE AUTHORITIES
CITY OF URBANA


JEFFREY T. MARKLAND, MAYOR


2-3-92
DATE

ATTEST:


CITY CLERK


OWNER:

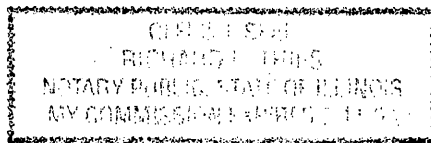
FRASCA ASSOCIATES

BY: 
Rudolf Frasca, Managing Partner

DATED: 11-27-91

ATTEST:


Notary Public



1804

0883

Exhibit 1

The South West 1/4 of the North West 1/4 of Section 33,
Township 20 North, Range 9, East of the Third Principal Meridian,
situated in Champaign County, Illinois.

[Tract #1]

Exhibit 2

The North Half of the South West Quarter, and all of the South Half of the North West Quarter of the South East Quarter that lies West of Route 45, and that part of the North 24 Rods of the North Half of the South West Quarter of the South East Quarter that lies West of Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois.

[Tract #2]

Exhibit 3

Lot 1 of Frasca Industrial Air Park, located in the Southeast Quarter of Section 32, and the South Half of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, consisting of approximately 116.3 acres.

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Exhibit 4

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Beginning at the North East Corner of the North West 1/4 North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian; thence South on the East line of the North West 1/4 North West 1/4 208.71 feet; thence West parallel with the North line of said Section 33, 208.71 feet; thence North parallel with the East line of the North West 1/4 North West 1/4 208.71 feet to the North line of said Section 33; thence East on the North line of said Section 33, 208.71 feet to the point of beginning, Champaign County, Illinois.

[Tract #4]

1804

0887

Exhibit 5

The South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois.

[Tract #5]

Exhibit 6

The South East 1/4 of the South East 1/4 of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, except the North 15 acres thereof, and except the South 16 rods of the West 50 rods, and except the South 26 and 2/3 rods of the East 30 rods thereof, situated in Champaign County, Illinois.

[Tract #6]



WEBBER & THIES, P. C.

ATTORNEYS AT LAW

202 LINCOLN SQUARE

P.O. Box 189

URBANA, ILLINOIS 61801

CHARLES M. WEBBER

(1903-1991)

TELEPHONE
(217) 867-1126

TELECOPIER
(217) 867-3752

RICHARD L. THIES
CRAIG R. WEBBER
CARL M. WEBBER
DAVID C. THIES
HOLTEN D. SUMMERS
DANIEL P. WURL
SHERYL A. BAUTCH
JOHN E. THIES
ALAN R. SINGLETON

February 13, 1992

Ms. April D. Getchius
City Planner
Community Development Services
115 West Main Street, Suite #200
P.O. Box 946
Urbana, Illinois 61801

Re: Frasca Annexation

Dear April:

Enclosed herewith are three originals of the Annexation Agreement with the typos you identified eliminated. Please substitute the signature pages previously signed by Rudy and have them executed by Jeff Markland. Thereafter, please return two originals to me.

With best regards.

Very truly yours,

WEBBER & THIES, P.C.

BY: 

John E. Thies

JET/aps

5/29/92
- mailed 1 copy to John Thies
- 1 copy to April
- filed one

ANNEXATION AGREEMENT AS TO TRACTS 1, 4 AND 6,
AND AMENDMENT TO ANNEXATION AGREEMENT AS TO TRACTS 2, 3 AND 5

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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 (Ill. Rev. Stat. Ch. 24, 1989); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities will hold a proper public hearing on this Annexation Agreement; and

WHEREAS, Frasca Associates is the owner of record of certain real estate, the legal descriptions of which are set forth in Exhibits 1, 2, 3, 4, 5 and 6, hereinafter referred to as Tracts 1, 2, 3, 4, 5 and 6 respectively; and

WHEREAS, Tracts 1, 2, 4, 5 and 6 are not yet annexed to the City of Urbana, but the owner, in order to make the best use of the property, finds it desirable to annex said tracts to the City of Urbana pursuant to and as provided for in this Agreement; and

WHEREAS, in order to enhance the economic viability and safety of Frasca Field, the Owner finds it necessary and convenient to construct a north/south runway within Tracts 1, 2, 3 and 4; and

WHEREAS, in order to further enhance the economic viability of Frasca Field, the Owner intends to construct and operate a restaurant or restaurants on said Tracts, one of which is to be attached to Owner's furthest north community hangar known as "hangar #3," located in Tract 3; and

WHEREAS, in order to further enhance the economic viability of Frasca Field, the Owner finds it necessary to obtain tax relief for those portions of such Tracts presently used for agricultural purposes so long as used as such; and

WHEREAS, a sub-committee of the Champaign-Urbana Urbanized Area Transportation Study has recommended that a corridor in the vicinity of Road 151N is the most appropriate location for an east/west arterial street and that preserving the expansion of

Frasca Field was an important consideration in the sub-committee's transportation recommendation; and

WHEREAS, the Corporate Authorities of the City of Urbana have found and determined that the extension of Road 1850N to Triumph Drive would inhibit the development of Frasca Field facilities as envisaged in this Agreement and would deprive the City of the benefits expected to flow from this Agreement; and

WHEREAS, the Corporate Authorities have further found that the vacation of the unimproved dedicated right-of-way previously dedicated by the Owner between Willow Road and Triumph Drive should occur as it is in the public interest to do so and that the vacation of such unimproved right-of-way does not damage any person in their rights of access; and

WHEREAS, the City of Urbana and Rudolf Frasca, Managing Partner of the Owner have previously agreed to annexation in an agreement affecting Tracts 2, 3 and 5, which agreement was authorized by the Urbana City Council on January 17, 1989, in Ordinance No. 8889-48, and is hereinafter referred to as the "Original Agreement" which is incorporated by reference herein; and

WHEREAS, the parties hereto intend for this agreement to amend said original agreement as it pertains to Tracts 2, 3 and 5; and

WHEREAS, Tract 3 has been annexed to the City of Urbana pursuant to said original agreement; and

WHEREAS, Tracts 2, 5, 6, and a portion of Tract 1 are zoned I-1 Light Industrial, in Champaign County and pursuant to Article IV, Section IV-5, Appendix A of the Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance"), will automatically be zoned IN Industrial, in the City of Urbana upon Annexation, and, Tract 4 and a portion of Tract 1 are zoned Ag-2 Agricultural in Champaign County and should be re-zoned IN Industrial in the City of Urbana; and

WHEREAS, Owner and Corporate Authorities find it desirable to create a new zoning classification wherein an airport, restaurant, business and professional offices, residential, and light industrial uses are permitted; and

WHEREAS, the Corporate Authorities find such annexation reflects the goals, objectives, and policies set forth in the 1982 Urbana Comprehensive Plan; and

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

WHEREAS, the Owner desires to have Tracts 1, 2, 4, 5 and 6 annexed to the City of Urbana upon certain terms and conditions hereinafter set forth;

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

I. Representations and Obligations of Owner

Pursuant to certain terms and conditions hereinafter set forth, the Owner agrees as follows:

A. With respect to Tracts 1, 2, 4, 5 and 6, to file a proper Annexation Petition for any one of said Tracts or part thereof, within 30 days of one or more of the following occurrences:

(1) a plat for development of such Tract or part thereof being approved by the City and recorded;

(2) Notification by the owner of owner's intent to construct any non-agricultural structure on such Tract. Owner agrees that the construction of all non-agricultural structures on a Tract or part thereof will be constructed in conformance with the City of Urbana's code and ordinances. Owner further agrees not to apply to Champaign County for a Zoning Use Permit for land use or construction on said Tracts.

(3) the receipt by owner of a request by the City for the annexation of a minimum of 300 feet in width of such Tract or portion greater than 300 feet in width as may be required under

the law to satisfy the statutory contiguity requirement with respect to additional property, not owned by the owner in order that such additional property be contiguous to the City provided that the annexation of such additional property is imminent.

(4) The construction of runway facilities upon such Tracts or part thereof.

B. To accept the direct conversion of Tracts 1, 2, 4, 5 and 6 to City IN Industrial zoning upon their annexation.

C. Owner understands and agrees that Corporate authorities will expeditiously enact an amendment to the Urbana Zoning Ordinance which creates a zoning classification in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted and that all Tracts described herein shall be re-zoned as such upon such enactment.

D. To pay for up to 51% of the cost of a general area plan for Tracts 1, 2, 3, 4, 5 and 6 and any additional property as may be agreed to by the parties, with the Owner's contribution not to exceed \$15,000. Any costs in excess of \$15,000.00 for such plans shall be paid by the City.

E. Owner acknowledges that there presently exists unimproved, but dedicated right-of-way of a width of 60 feet

between Willow Road and Triumph Drive which the city, by consideration of this Agreement and the adoption thereof has determined to be an unnecessary reservation of right-of-way and has further determined that the public interest will be served by vacating such unimproved right-of-way.

II. Representations and Obligations of Corporate Authorities

Pursuant to certain terms and conditions hereinafter set forth, the Corporate Authorities agree as follows:

A. To expeditiously annex Tracts 1, 2, 4, 5 and 6 or parts thereof for which Owner submits a proper petition when properly and effectively requested to do so by submission of a legally sufficient petition by owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts or parts thereof to the City.

B. The Corporate Authorities reaffirm its recognition that a restaurant, airplane museum, hangars and airport business office and other customarily incidental airport uses are allowable accessory uses to the principal airport use as a matter of right.

C. That, in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance, upon annexation hereunder, in the

event the zoning classification provided for in Article II(E) herein has not been enacted, until such enactment, Tracts 1, 2, 4, 5 and 6 will be zoned IN Industrial. Such zoning will take place on City's own motion, and it will not be necessary for Owner to file a petition or petitions requesting such zoning.

D. That all existing improvements and uses of all tracts annexed under the terms and conditions of this Agreement and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the effective date of this annexation agreement shall be, pursuant to the provisions of Article X, Section X-1 of the Urbana Zoning Ordinance, considered lawful during the term of this Agreement. In addition, any such improvements and uses may continue under the provisions of said Urbana Zoning Ordinance and shall be permitted to be reconstructed at the same location and size if damaged by fire, explosion, Act of God, or other sudden damage or destruction, Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding, during the term of this Agreement and as provided in this Agreement.

E. To expeditiously amend the City of Urbana Zoning Ordinance in order to create a zoning district in which an airport, restaurant, business and professional offices, residential and light industrial uses are permitted, and that all Tracts described herein shall be zoned as such upon such

enactment. Such zoning will take place on the City's own motion and it will not be necessary for Owner to file a petition or petitions requesting such zoning.

F. To cause and pay for at least 49% of the preparation of a general area plan, in cooperation with the Owner, for Tracts 1, 2, 3, 4, 5, and 6, and for such additional property as may be agreed to by the parties. Owner has agreed to pay up to \$15,000.00 for such plan. City shall pay all costs in excess of \$15,000.00. Such general area plan as agreed upon by the parties, may be amended from time to time in compliance with Urbana City Code of Ordinances without amending this agreement provided that said general area plan amendment adheres to the intent of this agreement.

G. To expeditiously approve final plats of said Tracts or parts thereof which the Owner submits provided said plats are in substantial conformance to the aforementioned general area plan.

H. To vacate the unimproved but dedicated right-of-way between Willow Road and Triumph Drive, such unimproved right-of-way being an unnecessary and undesirable reservation of right-of-way and said vacation being in the best interest of the City and the public.

I. To approve the construction of a North/South Runway within Tracts 1, 2, 3 and 4 up to 200 feet south of Township Road 151 to the north, so long as such runway is in conformance with the standards of the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics.

J. To grant a building permit for the completion of the restaurant attached to "Community Hangar #3" in Tract 3, as planned, which was being constructed at the time said tract was annexed into the City, subject to said construction conforming with the City of Urbana's codes and ordinances.

K. To not adopt any operational restrictions governing airport operations greater than those imposed by the Federal Aviation Administration and the Illinois Department of Transportation, Division on Aeronautics.

L. To not require the construction of off-site storm sewers to drain said tracts in that storm water will be detained on-site by the Owner, and such on-site detention is deemed adequate by the City. To require on-site storm sewers only insofar as such internal storm sewers are required to transport storm water to and from on-site detention facilities. If such on-site storm sewers are required by the City, the cost to construct internal storm sewers in excess of the size and

capacity necessary to serve existing storm water run-off, and the storm water run-off from new development on said tracts, shall be at no cost to the Owner. While consistent with standard engineering principles and practices, ground swales shall be approved as part of the internal drainage system. If there is a disagreement between the Owner's engineer and the City of Urbana on the use of ground swales, or in regard to the size or capacity of internal storm sewer facilities necessary to serve existing storm water run-off and the storm water run-off from new development, then the opinion of another engineer, mutually selected by the parties, shall be obtained. The findings of such engineer shall be binding on the Owner and the city. The cost of such engineer's services shall be borne equally by the parties.

M. Upon annexation, to use its best efforts to seek Illinois State designation of all tracts covered by this agreement as a state enterprise zone, provided that such action shall not be required of the City unless there is proposed development which satisfies the eligibility requirements for designation as such an enterprise zone.

N. Recognizing the public nature of privately owned airports, the aviation industry is cognizant that the tax burden of these airports has created untenable situations for airport owners, forcing many owners out of business. Wishing to assure the retention of the services of Frasca Field, the City of Urbana

agrees to support and assist in obtaining State legislation that will give Frasca Field or other private airport owners in similar situations, the tax relief necessary to ease the burden. If legislation has been neither approved, nor is pending at the time of any annexation hereunder, the City agrees to discuss with Owner other types of tax relief measures that may be, or may become available to ease the tax burden.

O. In the event that any portion of Tracts 1, 2, 3, 4, 5 and 6, is used for farm purposes, and the difference in incorporated versus unincorporated property tax for said Tracts exceeds \$100.00 the City shall annually reimburse Owner for the difference between taxes paid on said portion of such tract used for farm purposes when in the City and taxes which would have been paid if said portion of such tract were not in the City, except that the City shall reimburse the owner for the difference in taxes on all Tracts or parts thereof which the City requests the Owner to annex in accordance with Article I, Section A(3) of this Agreement.

III. General Provisions

1. 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 date hereof, as

provided by the Illinois State Statutes, and to the extent permitted thereby, it is agreed that, in the event of the annexation of any Tracts hereunder under the terms and conditions of this Agreement is challenged in any Court proceeding, the period of time during which such litigation is pending should not be included in calculating said twenty (20) year term.

2. 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 declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of said tracts.

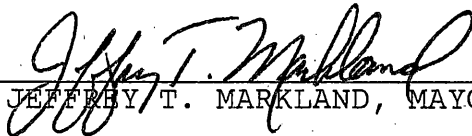
3. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given affect without the invalid provision.

4. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder.

The original Agreement between the parties is hereby affirmed and shall remain in effect except as specifically amended herein.

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

CORPORATE AUTHORITIES
CITY OF URBANA


JEFFREY T. MARKLAND, MAYOR


2-3-92
DATE

ATTEST:


CITY CLERK

OWNER:

FRASCA ASSOCIATES

BY: 
Rudolf Frasca, Managing Partner

DATED: 11-27-91

ATTEST:


Notary Public

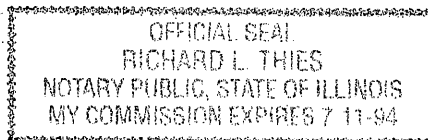


Exhibit 1

The South West 1/4 of the North West 1/4 of Section 33,
Township 20 North, Range 9, East of the Third Principal Meridian,
situated in Champaign County, Illinois.

[Tract #1]

Exhibit 2

The North Half of the South West Quarter, and all of the South Half of the North West Quarter of the South East Quarter that lies West of Route 45, and that part of the North 24 Rods of the North Half of the South West Quarter of the South East Quarter that lies West of Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois.

[Tract #2]

Exhibit 3

Lot 1 of Frasca Industrial Air Park, located in the Southeast Quarter of Section 32, and the South Half of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, consisting of approximately 116.3 acres.

[Tract #3]

Exhibit 4

The East 30 acres of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, except the following described tracts:

1.25 acres in the form of a square in the North West Corner of the East 30 acres of the North West 1/4 of the North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian described as follows:

Commencing at the North West corner of said 30 acre tract, then East along the North line of said Section 33, a distance of 233.345 feet; thence South at a right angle to the last described line a distance of 233.345 feet, thence West parallel to the North line of said Section 33, 233.345 feet, thence North to the point of beginning, subject to the rights of the public in portions of the premises used for highway purposes, and except:

Beginning at the North East Corner of the North West 1/4 North West 1/4 of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian; thence South on the East line of the North West 1/4 North West 1/4 208.71 feet; thence West parallel with the North line of said Section 33, 208.71 feet; thence North parallel with the East line of the North West 1/4 North West 1/4 208.71 feet to the North line of said Section 33; thence East on the North line of said Section 33, 208.71 feet to the point of beginning, Champaign County, Illinois.

[Tract #4]

Exhibit 5

The South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Section 32, Township 20 North, Range 9 East of the Third Principal Meridian situated in the County of Champaign, State of Illinois.

[Tract #5]

Exhibit 6

The South East 1/4 of the South East 1/4 of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, except the North 15 acres thereof, and except the South 16 rods of the West 50 rods, and except the South 26 and 2/3 rods of the East 30 rods thereof, situated in Champaign County, Illinois.

[Tract #6]