

ORDINANCE NO. 8687-38

AN ORDINANCE
 APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT

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

Section 1. That an Annexation Agreement by and between the City of Urbana, Illinois, and the Board of Trustees of the University of Illinois, a copy of which said 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 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.

1986. PASSED by the City Council this 3rd day of November

Ruth S. Brookens
 Ruth S. Brookens, City Clerk

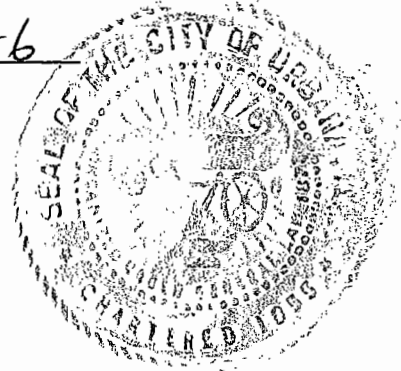
1986. APPROVED by the Mayor this 14th day of November,

Jeffrey T. Markland
 Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8687-38 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

November 5, 1986
Date



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2300

98R18204

ORDINANCE NO. 8687-38

DOC # _____

"AN ORDINANCE APPROVING AND AUTHORIZING CHAMPAIGN COUNTY, ILL
THE EXECUTION OF AN ANNEXATION ORDINANCE _____

'98 JUN 19 PM 3 22

Barbara A. Bruce
RECORDER

Submitted by:

Reed A. Berger
Economic Development Coordinator.
Position

Return to:

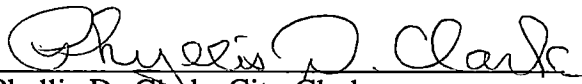
Reed A. Berger
Economic Development Coordinator
City of Urbana
400 S. Vine Street
Urbana, IL 61801

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Phyllis D. Clark, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT" adopted by the City Council of the City of Urbana on the 14th day of November, 1986 as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 12th day of June, A.D. 1998.



Phyllis D. Clark, City Clerk

ANNEXATION AGREEMENT

WHEREAS, the City of Urbana, Illinois, a municipal corporation and a Home Rule Unit, hereinafter called "City," has requested The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois and a state agency, hereinafter sometimes called "University," to enter into an agreement pursuant to Section 11-15.1-1, et seq. of the Illinois Municipal Code, governing the annexation of certain lands owned by the University to the City; and

WHEREAS, the University recognizes that certain lands owned by the University and devoted to University purposes may effect the City of Urbana's residential, commercial and industrial development, and has agreed to consent to the City's request for annexation; and

WHEREAS, the University has agreed to the annexation of such lands under the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, the parties agree as follows:

Section 1. Tract A. The University of Illinois, acting by and through its Board of Trustees, agrees to execute, acknowledge and deliver an agreement for annexation for the parcel herein referred to as Tract A which is more fully

- 2 -

described in Exhibit "A" attached hereto, within ninety (90) days of a written notice of the City of Urbana requesting that such petition be submitted, addressed to The Board of Trustees of the University of Illinois, 354 Administration Building, 506 S. Wright Street, Urbana, Illinois, 61801, provided all conditions set forth herein are met. The parties hereto agree that the petition for annexation shall contain the following paragraph:

"The parties each agree that they have differing views of whether and to what extent ordinances of the City of Urbana are legally enforceable against the University of Illinois, its Board of Trustees or the property owned by the University of Illinois. Each party expressly acknowledges that by submitting this annexation agreement, neither party intends thereby to waive in any respect their right to assert their position in any court or elsewhere regarding the legal question of whether and to what extent ordinances of the City of Urbana are binding upon or legally enforceable against the University of Illinois, its Board of Trustees or its property. Each party expressly acknowledges that this important legal question remains to be resolved and the submission of this annexation agreement shall not be construed as any waiver by the University of Illinois of its legal position on this question and this agreement or annexation may not be introduced in any legal proceeding in which the City is attempting to enforce its ordinances against the University of Illinois. In the event of a violation of this agreement to not introduce into a proceeding this agreement or annexation, the University shall be entitled to recover all reasonable attorneys' fees and costs arising from such violation."

- 3 -

The parties further agree that the above clause is a contractual agreement between the City, using its Home Rule power, and the University that such agreement shall exist and extend until changed by mutual agreement of the parties and it is intended by the parties that the agreement shall be in perpetuity and shall extend beyond the 20-year limitation as provided in Section 11-15.1-1 of Chapter 24, Illinois Revised Statutes (1965).

The City agrees to not request the annexation of Tract A unless and until the annexation of Tract A would be necessary in order to permit the annexation by the City of any new or existing subdivision, Planned Unit Development or other development. Development as used herein shall mean the construction of a building or buildings of total enclosed floor area of 10,000 square feet or more and which activity creates a substantial increase in the traffic demands for existing streets, or the construction of new streets or creates a substantial increase in storm water runoff or creates a substantial increase in sanitary sewage discharge or the construction of new public sanitary sewers.

Section 2. Tract B. The University of Illinois, acting by and through its Board of Trustees, agrees to submit,

- 4 -

acknowledge and deliver a petition for annexation of all or any portions of Tract B, a more complete description of which is set forth on Exhibit "B" attached hereto, within ten (10) years of the date of this agreement, or to require a purchaser or transferor within sixty (60) days of transfer to submit a petition for annexation that conforms to all legal requirements to permit annexation of the transferred land to the City as a condition of transfer, exclusive of the University of Illinois Foundation. The parties hereto agree that the petition for annexation shall contain the following paragraph:

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- 5 -

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Section 3. This agreement may be enforced to any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.

Section 4. If any provision of this agreement is held invalid, such provision shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 5. The parties each agree that they have differing views of whether and to what extent ordinances of the City of Urbana are legally enforceable against the University of Illinois, its Board of Trustees or the property owned by the University of Illinois. Each party expressly acknowledges that by submitting this annexation agreement, neither party intends thereby to waive in any respect their

right to assert their position in any court or elsewhere regarding the legal question of whether and to what extent ordinances of the City of Urbana are binding upon or legally enforceable against the University of Illinois, its Board of Trustees or its property. Each party expressly acknowledges that this important legal question remains to be resolved and the submission of this annexation agreement should not be construed as any waiver by the University of Illinois of its legal position on this question and this agreement or annexation may not be introduced in any legal proceeding in which the City is attempting to enforce its ordinances against the University of Illinois.

In the event of a violation of this agreement to not introduce into a proceeding this agreement or annexation, the University shall be entitled to recover all reasonable attorneys' fees and costs arising from such violation.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of October, 1986.

CITY OF URBANA, ILLINOIS

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By _____
 Jeffrey T. Markland
 Mayor

By Craig S. Bergman
 Comptroller

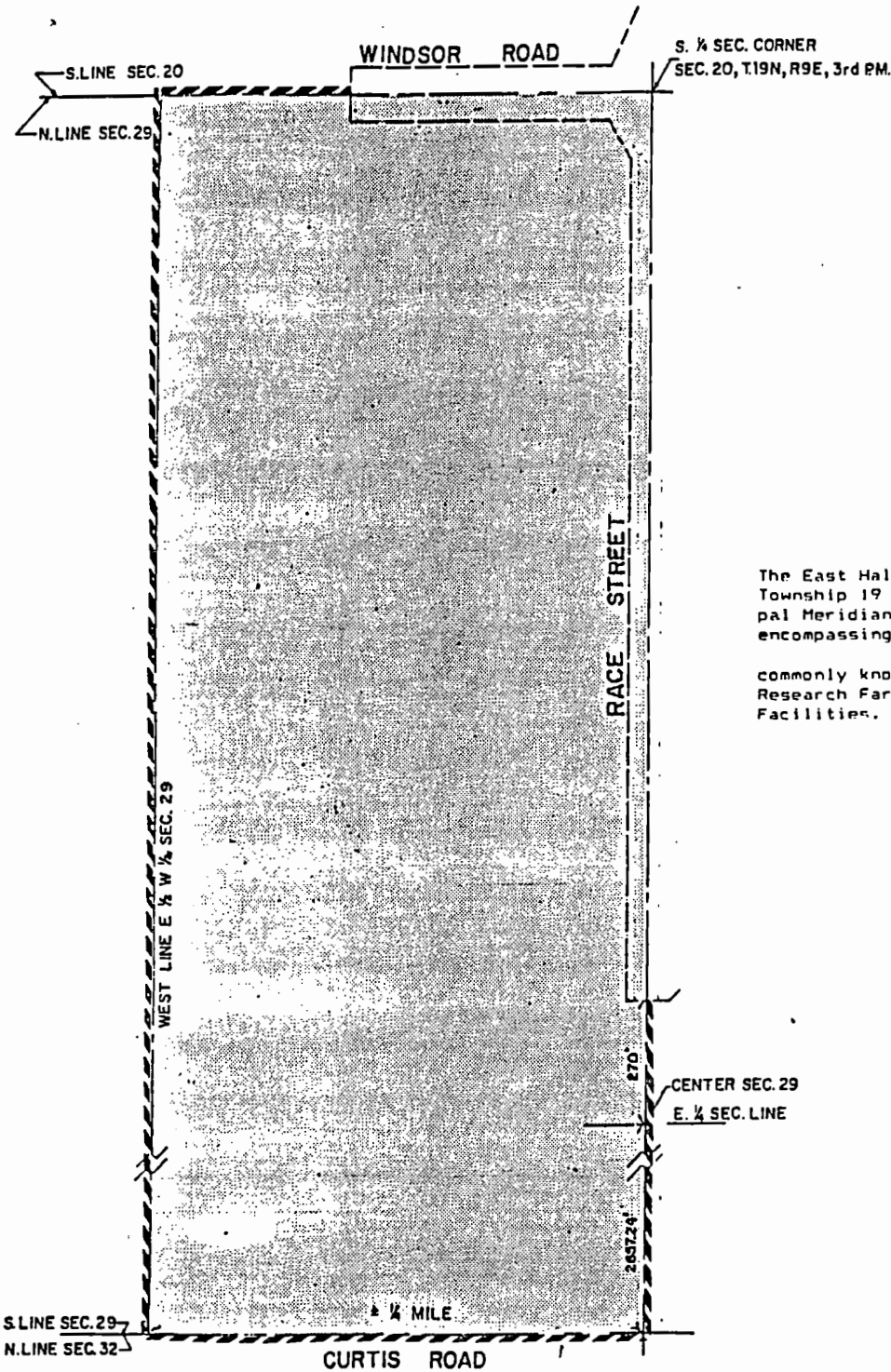
ATTEST:

ATTEST:

By _____
 Ruth S. Brookens
 City Clerk

By [Signature]
 Secretary

98R18204



The East Half of the West Half of Section 29,
 Township 19 North, Range 9 East, of the 3rd Principal Meridian, Champaign County, State of Illinois, encompassing 160 Acres, more or less:

commonly known for reference as the Forestry Research Farm and Veterinary Medicine Research Facilities.



MAP SHOWING AREA ANNEXED
 BY CITY ORDINANCE NO.
 CITY OF URBANA, ILLINOIS
 CHAMPAIGN COUNTY
 DATE:

SCALE 300 150 0 300

AREA OF ANNEXATION

PRESENT CITY LIMITS

NEW CITY LIMIT LINE

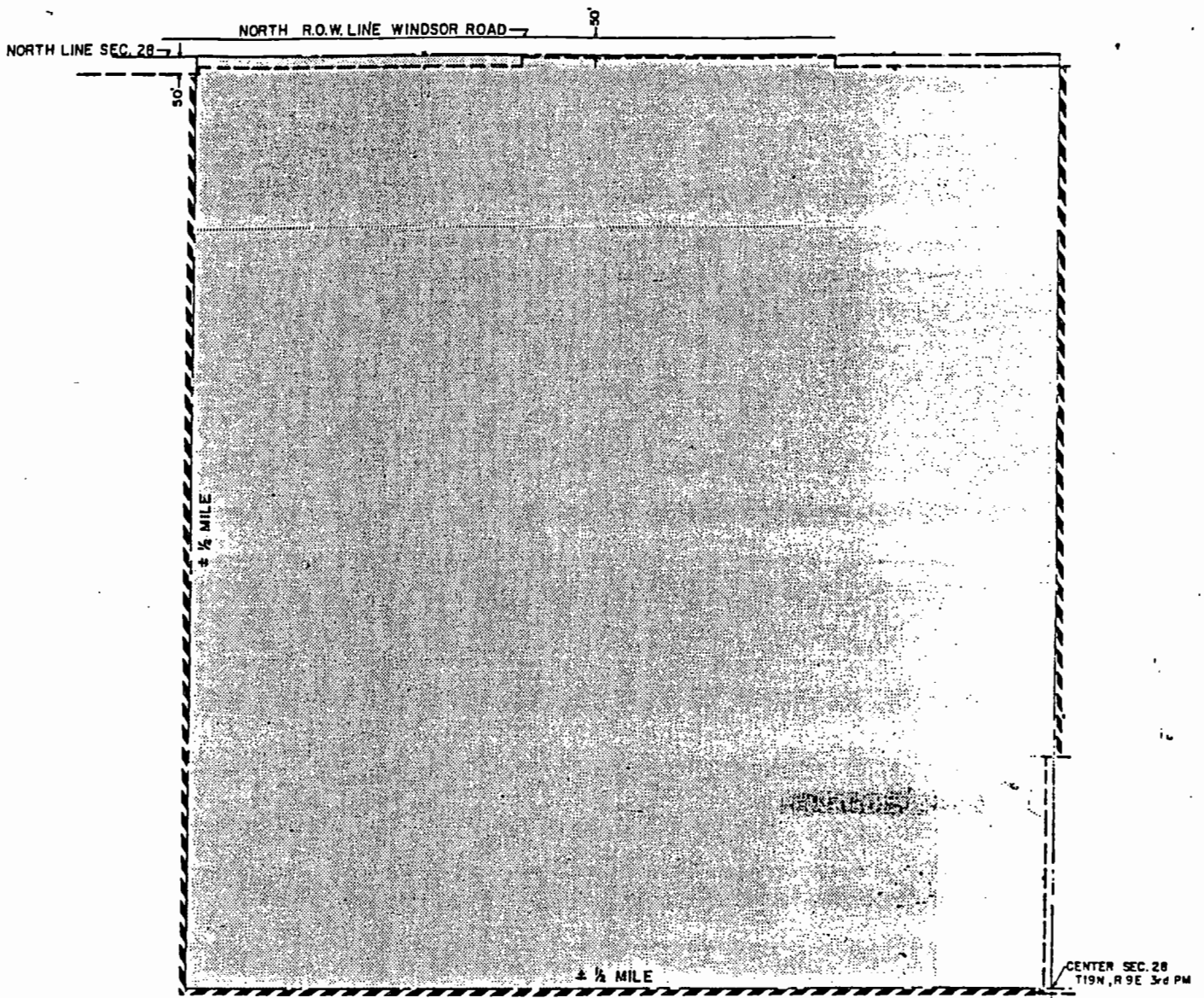
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CHECKED BY: RS

CITY OF URBANA,
 ENGINEERING DEPARTMENT

CITY ENGINEER

"EXHIBIT B"



98R18204

The Northwest Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, State of Illinois, encompassing 160 Acres, more or less;

commonly known for reference as the Pomology Lab and Agriculture Experiment Station.



MAP SHOWING AREA ANNEXED
BY CITY ORDINANCE NO.
CITY OF URBANA, ILLINOIS
CHAMPAIGN COUNTY
DATE:

SCALE 300 150 0 300

AREA OF ANNEXATION

PRESENT CITY LIMITS

NEW CITY LIMIT LINE

DRAWN BY: DES

CHECKED BY: RS

CITY OF URBANA
ENGINEERING DEPARTMENT

CITY ENGINEER

ANNEXATION AGREEMENT

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The parties further agree that the above clause is a contractual agreement between the City, using its Home Rule power, and the University that such agreement shall exist and extend until changed by mutual agreement of the parties and it is intended by the parties that the agreement shall be in perpetuity and shall extend beyond the 20-year limitation as provided in Section 11-15.1-1 of Chapter 24, Illinois Revised Statutes (1965).

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acknowledge and deliver a petition for annexation of all or any portions of Tract B, a more complete description of which is set forth on Exhibit "B" attached hereto, within ten (10) years of the date of this agreement, or to require a purchaser or transferor within sixty (60) days of transfer to submit a petition for annexation that conforms to all legal requirements to permit annexation of the transferred land to the City as a condition of transfer, exclusive of the University of Illinois Foundation. The parties hereto agree that the petition for annexation shall contain the following paragraph:

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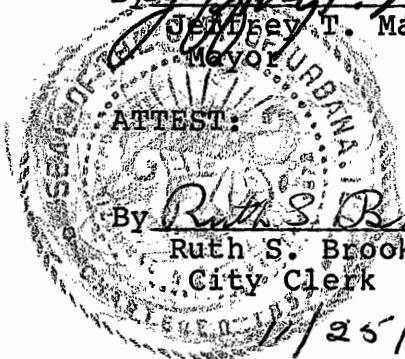
IN WITNESS WHEREOF, the parties have executed this agreement this 20th day of October, 1986.

CITY OF URBANA, ILLINOIS

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By *Jeffrey T. Markland*
Jeffrey T. Markland
Mayor

By *Craig S. Buzgine*
Comptroller

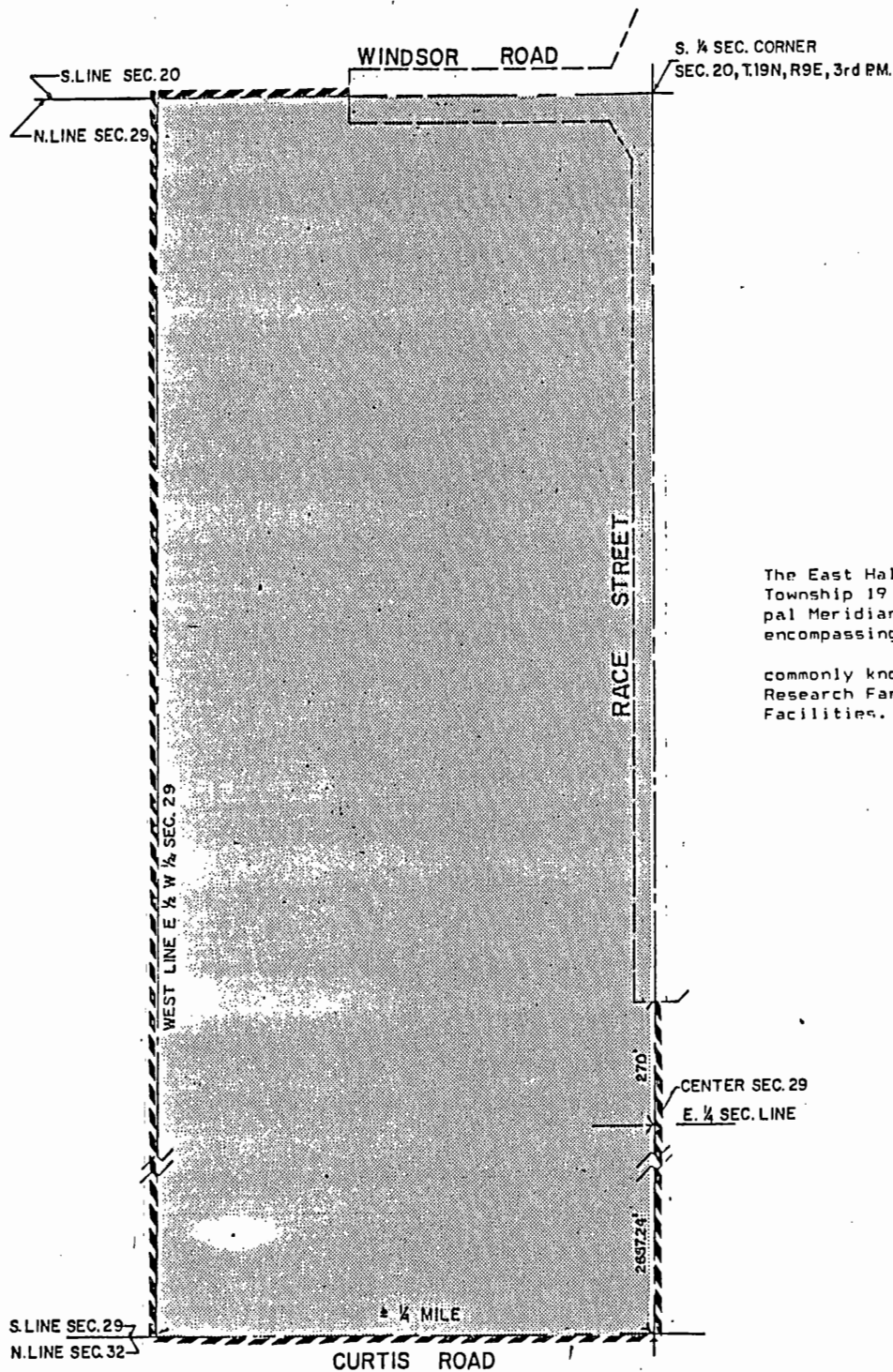


ATTEST:
By *Ruth S. Brookens*
Ruth S. Brookens
City Clerk

ATTEST:
By *Carolee [Signature]*
Secretary

11/25/86

"EXHIBIT A"






The East Half of the West Half of Section 29, Township 19 North, Range 9 East, of the 3rd Principal Meridian, Champaign County, State of Illinois, encompassing 160 Acres, more or less:

commonly known for reference as the Forestry Research Farm and Veterinary Medicine Research Facilities.



MAP SHOWING AREA ANNEXED
 BY CITY ORDINANCE NO.
 CITY OF URBANA, ILLINOIS
 CHAMPAIGN COUNTY
 DATE:

SCALE 300 150 0 300

-  AREA OF ANNEXATION
-  PRESENT CITY LIMITS
-  NEW CITY LIMIT LINE

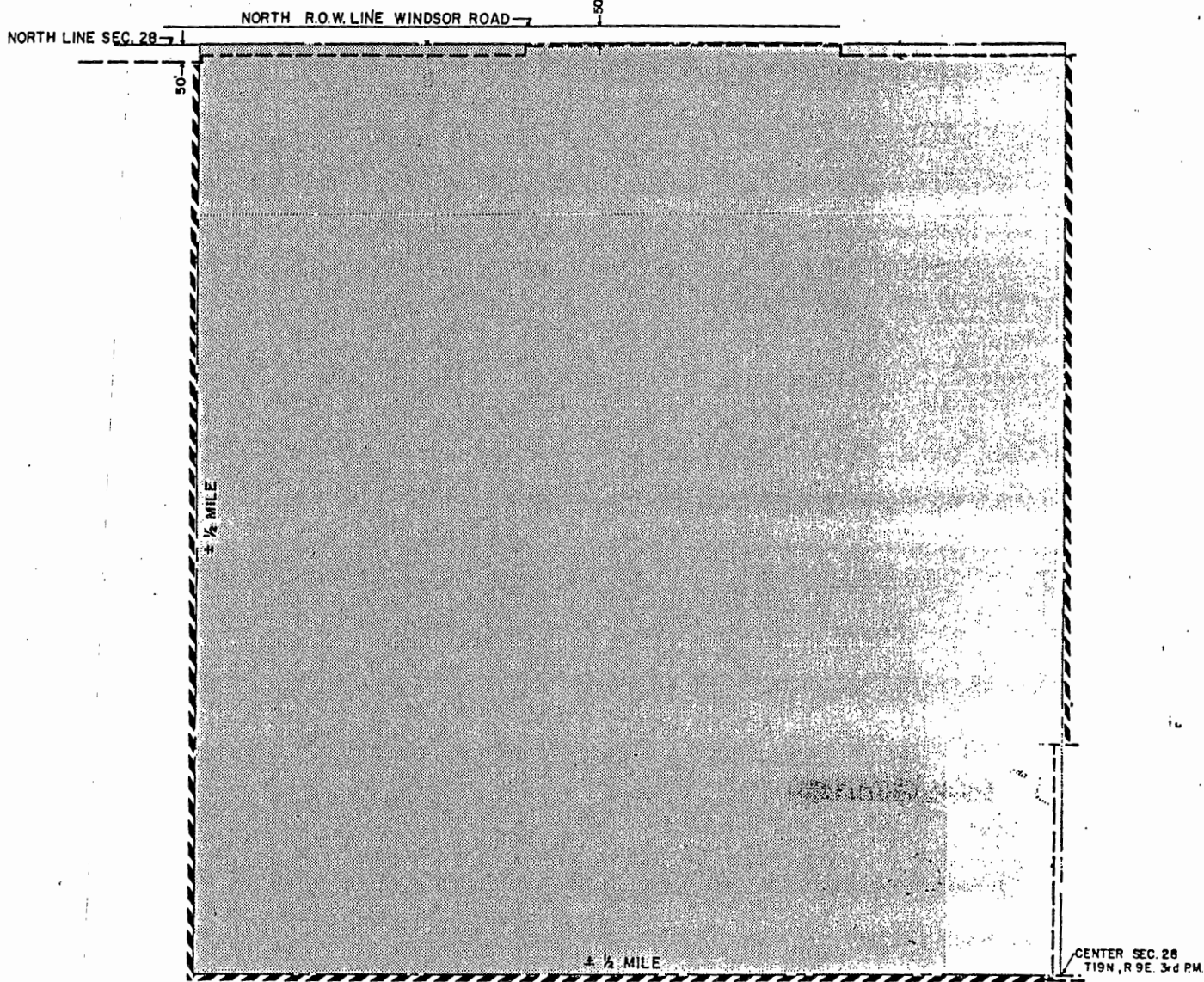
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CHECKED BY: RS

CITY OF URBANA,
 ENGINEERING DEPARTMENT

 CITY ENGINEER

"EXHIBIT B"



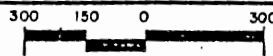
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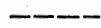


MAP SHOWING AREA ANNEXED
 BY CITY ORDINANCE NO.
 CITY OF URBANA, ILLINOIS
 CHAMPAIGN COUNTY
 DATE:

SCALE



AREA OF ANNEXATION



PRESENT CITY LIMITS



NEW CITY LIMIT LINE

DRAWN BY: DES

CHECKED BY: RS

CITY OF URBANA
 ENGINEERING DEPARTMENT

CITY ENGINEER