

20.



8 0 7 6 8 7 4  
Tx:4030497

# Recording Cover Sheet

ORDINANCE NO. 2001-11-146

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH THE URBANA & CHAMPAIGN SANITARY DISTRICT  
(TO ANNEX 61.76+ ACRES AT 1501 EAST PERKINS  
ROAD - PLAN CASE NO. 1803-A-01)

(Copy of signed agreement attached)

**2013R17929**  
REC ON: 07/25/2013 4:06:00 PM  
CHAMPAIGN COUNTY  
**BARBARA A. FRASCA, RECORDER**  
REC FEE: 41.00  
PAGES 20  
PLAT ACT: OPLAT PAGE:

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

(G)

Return to:

Phyllis D. Clark, City Clerk  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH THE URBANA & CHAMPAIGN SANITARY DISTRICT**

(To annex 61.76+ acres at 1501 East Perkins Road - Plan Case No. 1803-A-01)

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

Section 1. That an agreement by and between the City of Urbana and the Urbana & Champaign Sanitary District, in the form of the copy of said Agreement 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 authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ November  
2001

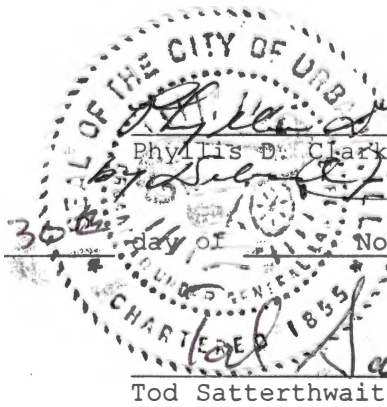
AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:

APPROVED by the Mayor this \_\_\_\_\_

2001



*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk

*Robert Clark*  
Deputy Clerk

30<sup>th</sup> day of \_\_\_\_\_ November \_\_\_\_\_

*Tod Satterthwaite*  
Tod Satterthwaite, Mayor

## **ANNEXATION AGREEMENT**

**THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Urbana & Champaign Sanitary District (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.**

### **WITNESSETH:**

**WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and**

**WHEREAS, the Urbana & Champaign Sanitary District is the Owner of record of a certain 61.76-acre parcel of real estate located at 1501 East Perkins Road, and having permanent index number 30-21-09-200-001, the legal description of which real estate is set forth Exhibit A attached hereto and referenced herein as the "tract".**

**WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.**

**WHEREAS, said Owner finds that in order to best utilize the Owner's property for future public park use under a lease agreement with the Urbana Park District, it is desirous to annex the tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and**

**WHEREAS, the tract is currently zoned AG-2, Agriculture and I-2, Heavy Industry in Champaign County and the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of CRE, Conservation-Recreation-Education, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and**

**WHEREAS, the Corporate Authorities find annexing said tract as described herein as City CRE, Conservation-Recreation-Education, reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and**

**WHEREAS, such annexation and zoning designation will assist the Owner and the Urbana Park District in developing the site for future public park use; and**

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

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

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

The Owner agrees to the following provisions:

**Section 1. Annexation:** The Owner represents that it is the sole record Owner of the tract described in Exhibit A and the Owner acknowledges that immediately after the City Council's approval of this Agreement, the City shall act on the signed annexation petition, labeled Exhibit C, to cause said tract to be annexed to the City of Urbana.

The Owner further agrees that this Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of these provisions regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.

**Section 2. Zoning Classification:** The Owner agrees to accept the City of Urbana zoning classification of CRE, Conservation Recreation Education, as provided for in Article IV of the Urbana Zoning Ordinance, except that the storage of biosolids shall be allowed to continue at the site and a Special Use Permit shall not be required for said use.

**Section 3. Development and Building Regulations:** The Owner agrees to abide by all applicable City of Urbana development and building regulations existing at the time of annexation, except as otherwise provided herein.

**Section 4. Disconnection:** The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tract from the City once it is annexed during the 20-year term of this agreement.

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

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation:** The Corporate Authorities agree to act immediately to annex said tract subject to the terms and conditions outlined in this Agreement by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

**Section 2. Zoning Classification:** The Corporate Authorities agree that the tract will be zoned CRE, Conservation-Recreation-Education, in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation and as defined in the City of Urbana Zoning

Ordinance as such exists at the time of annexation of tract. According to Table V-1, Table of Uses, of the Urbana Zoning Ordinance, the CRE, Conservation-Recreation-Education, zoning classification allows public park as a permitted use.

**Section 3. Continuation of Biosolids Storage Use:** The Owner has historically utilized a portion of the site for the storage of biosolids on an as-needed basis. In accordance with Section XI-14 of the Zoning Ordinance, the Corporate Authorities agree to allow the continuation of this use in the specific area indicated on the attached Exhibit D and will not require the obtainment of a Special Use Permit for such use at the indicated location. Other additional or expanded uses associated with the sanitary district facilities shall require the obtainment of a Special Use Permit under Article VII of the Zoning Ordinance.

**Section 4. Development and Building Regulations:** The Corporate Authorities agree that all applicable development and building regulations will apply to said tract, except as otherwise provided herein.

**Section 5. Nonconformity of Existing Development:** The existing development of the tract, including, but not limited to, placement of structures, parking lot surfacing, and signage, may contain zoning nonconformities, insofar as such improvements were constructed under the jurisdiction of the Champaign County Zoning Ordinance and may not completely reflect the requirements of the Urbana Zoning Ordinance. Said nonconformities are as defined and regulated by Article X of the Urbana Zoning Ordinance, and may be continued indefinitely under the terms of this Agreement. However, any addition to these uses or further improvement of the tract shall comply with the requirements of the Urbana Zoning Ordinance and other applicable development regulations.

### **ARTICLE III: GENERAL PROVISIONS**

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

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, its successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

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

**Section 3. Binding Agreement upon parties:** The Corporate Authorities and Owner agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the city.

**Section 4. Enforcement:** The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the non-defaulting party may 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 the tract.

**Section 5. Severability:** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

**Section 6. Effective Date:** The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

**Section 7. Notices:** Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

**Owner:**

Dennis Schmidt, Executive Director  
Urbana & Champaign Sanitary District  
P.O. Box 669  
1100 E. University Avenue  
Urbana, IL 61803

**City:**

Bruce K. Walden  
Chief Administrative Officer  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801

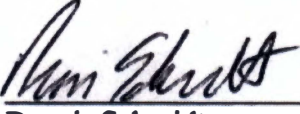
Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

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

**Corporate Authorities**  
**City of Urbana:**

**Owner:**

  
\_\_\_\_\_  
Tod Satterthwaite, Mayor

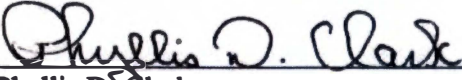
  
\_\_\_\_\_  
Dennis Schmidt,  
Executive Director  
Urbana & Champaign Sanitary  
District


Date 11/27/01

Date 11/28/01

**ATTEST:**

**ATTEST:**

  
\_\_\_\_\_  
Phyllis D. Clark  
City Clerk

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

Date 11/27/01

Date 11/28/01

**Exhibits attached and made a part of this Agreement:**

**Exhibit A: Legal Description**

**Exhibit B: Location Map**

**Exhibit C: Annexation Petition**

**Exhibit D: Biosolids Storage Site Location**



**Exhibit A**

**Legal Description of Tract**

EXHIBIT A

Tract "A"

Beginning at the Northwest corner of the Northeast Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence S 00°39'48" E along the West line of the Northeast Quarter of said Section 9, 814.89 feet; thence S 89°47'06" E, 930.08 feet; thence N 00°32'23" W, 814.84 feet to the North line of said Section 9; thence N 89°47'06" W along the North line of said Section 9, 931.83 feet, more or less, to the place of beginning, said tract containing 17.43 acres, more or less.

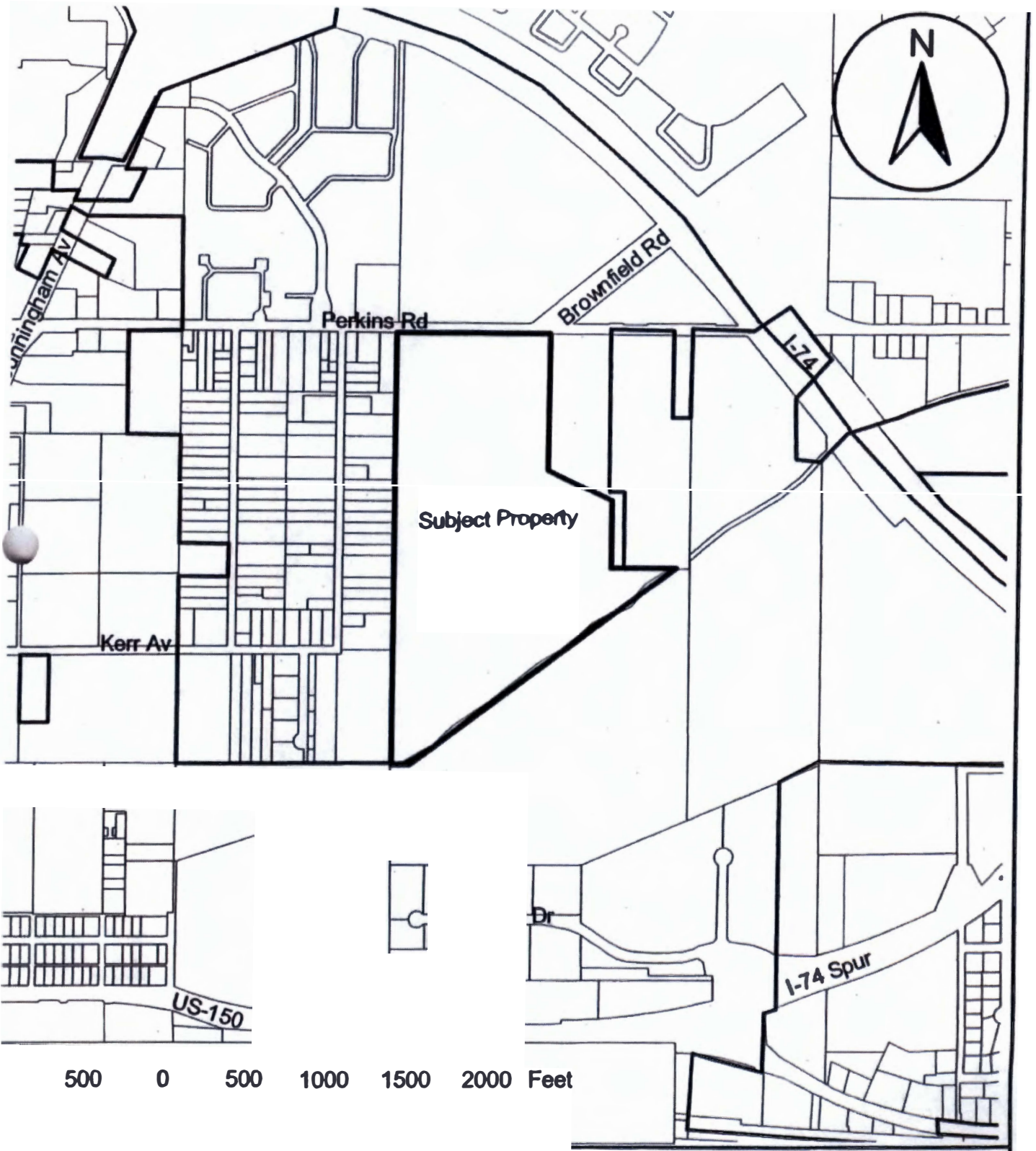
and

Tract "B"

The West Half of the Northeast Quarter of Section 9 lying North of the centerline of the Saline Branch Drainage Ditch, EXCEPT, commencing at its Northeast corner of said West Half of the Northeast Quarter of Section 9; thence South 16.07 chains; thence N 63° W, 6.50 chains; thence North 13.29 chains to the North line of said Section 9; thence East 5.93 chains to the place of beginning, ALSO, all of the West 30 rods of the North 27 rods of the South 71 rods of the Southeast Quarter of the Northeast Quarter of Section 9 lying North of the centerline of Saline Branch Drainage Ditch, all in Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, EXCEPT beginning at the Northwest corner of the Northeast Quarter of Section 9; thence S 00°39'48" E along the West line of the Northeast Quarter of said Section 9, 814.89 feet; thence S 89°47'06" E, 930.08 feet; thence N 00°32'23" W, 814.84 feet to the North line of said Section 9; thence N 89°47'06" W along the North line of said Section 9, 931.83 feet, more or less, to the place of beginning, said tract containing 44.33 acres, more or less, situated in Champaign County, Illinois

**Exhibit B**  
**Map of Tract**

# Exhibit "B": Location Map



UCSD Property at 1501 E. Perkins  
1803-A-01 Annexation Agreement

**Exhibit C**  
**Annexation Petition**

**Petition for Annexation**  
**to**  
**THE CITY COUNCIL OF THE CITY OF URBANA**  
**CHAMPAIGN COUNTY, ILLINOIS**

**The Petitioner, Dennis Schmidt, Executive Director, Urbana & Champaign Sanitary District, respectfully states under oath:**

**1. The Urbana & Champaign Sanitary District is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:**

**[INSERT LEGAL DESCRIPTION HERE]**

EXHIBIT A

Tract "A"

Beginning at the Northwest corner of the Northeast Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence S 00°39'48" E along the West line of the Northeast Quarter of said Section 9, 814.89 feet; thence S 89°47'06" E, 930.08 feet; thence N 00°32'23" W, 814.84 feet to the North line of said Section 9; thence N 89°47'06" W along the North line of said Section 9, 931.83 feet, more or less, to the place of beginning, said tract containing 17.43 acres, more or less.

and

Tract "B"

The West Half of the Northeast Quarter of Section 9 lying North of the centerline of the Saline Branch Drainage Ditch, EXCEPT, commencing at its Northeast corner of said West Half of the Northeast Quarter of Section 9; thence South 16.07 chains; thence N 63° W, 6.50 chains; thence North 13.29 chains to the North line of said Section 9; thence East 5.93 chains to the place of beginning, ALSO, all of the West 30 rods of the North 27 rods of the South 71 rods of the Southeast Quarter of the Northeast Quarter of Section 9 lying North of the centerline of Saline Branch Drainage Ditch, all in Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, EXCEPT beginning at the Northwest corner of the Northeast Quarter of Section 9; thence S 00°39'48" E along the West line of the Northeast Quarter of said Section 9, 814.89 feet; thence S 89°47'06" E, 930.08 feet; thence N 00°32'23" W, 814.84 feet to the North line of said Section 9; thence N 89°47'06" W along the North line of said Section 9, 931.83 feet, more or less, to the place of beginning, said tract containing 44.33 acres, more or less, situated in Champaign County, Illinois

Commonly known as 1501 East Perkins Road and also identified as Parcel Index Number 30-21-09-200-001.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

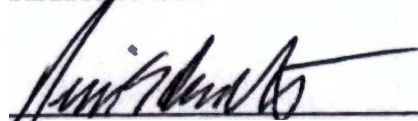
3. There are no electors residing in said Tract.

**PETITIONER RESPECTFULLY REQUESTS:**

1. That said Tract described above herein be annexed to the City of Urbana, Illinois in accordance with all of the aforesaid conditions herein and pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the Urbana City Council on \_\_\_\_\_, 2001 as Ordinance No. \_\_\_\_\_ and approved by the Mayor of the City of Urbana.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**PETITIONER:**



**Dennis Schmidt, Executive Director  
Urbana & Champaign Sanitary District**

Subscribed and sworn to before me this

4th day of November, 2001



**NOTARY PUBLIC**

My commission expires:

**"OFFICIAL SEAL"**  
**KIMBERLY A. LYTLE**  
of Illinois  
My Commission Exp. 07/25/2002



## CRE CONSERVATION-RECREATION-EDUCATION ZONING DISTRICT

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

"The CRE Conservation-Recreation-Education District is intended to conserve natural and scenic areas for open space, recreational, and educational purposes, both public and private, and to preserve from unsuitable uses natural surface drainage courses and other areas whose physical characteristics, such as slope or susceptibility to flooding, make many forms of development inappropriate or potentially injurious to public health or safety. The uses permitted in this district are primarily of low intensity, which would not interfere with natural conditions, and for which such conditions would not pose severe problems; areas developed for more intensive use, which include significant open space, or which provide educational or recreational facilities to the public, are also appropriate in this district."

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

### PERMITTED USES:

#### Public and Quasi-Public Facilities -

Public Elementary, Junior High School, or Senior High School

Public Park  
University or College

#### Resource Production and Agricultural Uses

Agriculture, General

Agriculture, Cropping

### SPECIAL USES:

#### Public and Quasi-Public Facilities -

Church or Temple  
Institution of an Educational, Philanthropic or Eleemosynary Nature

Sewage Treatment Plant or Lagoon

#### Resource Production and Agricultural Uses

Plant Nursery  
Mineral Extraction, Quarrying, Topsoil Removal and Allied Activities

### CONDITIONAL USES:

Resource Production and Agricultural Uses - Artificial Lake of one (1) or more acres

Conditional Uses cont.

Business Uses -

**Recreational**

Bait Sales  
Camp or Picnic Area  
Commercial Fishing Lake  
Country Club or Golf Course  
Lodge or Private Club

Outdoor Commercial Recreation Enterprise  
(Except Amusement Park)  
Private Indoor Recreational Development  
Resort or Organized Camp  
Riding Stable  
Seasonal Hunting or Fishing Lodge

**Miscellaneous**

Cemetery.

Industrial Uses - Nonprofit or Governmental, Educational and Research Agencies

**DEVELOPMENT REGULATIONS IN THE CRE DISTRICT**

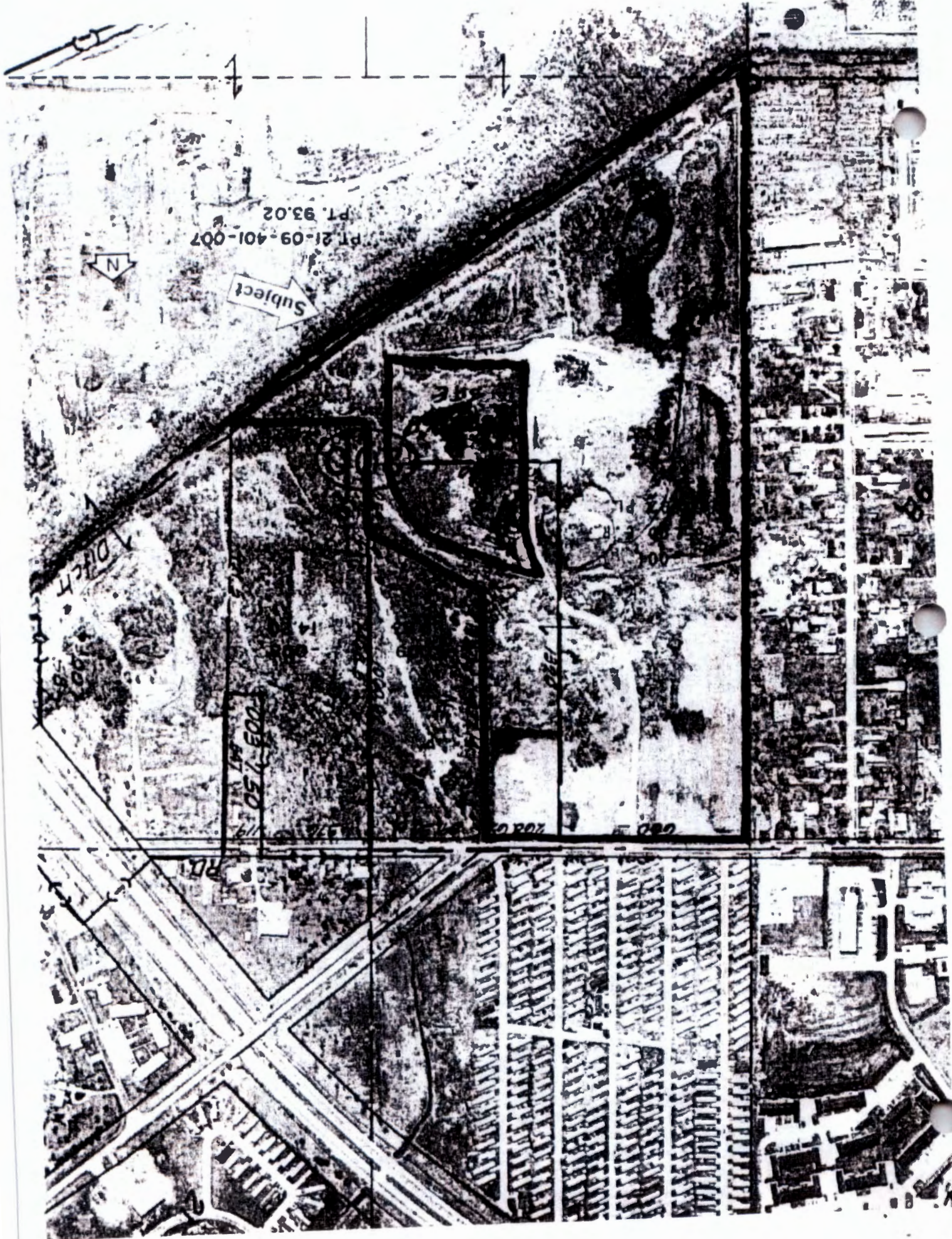
<b>ZONE</b>	<b>MIN LOT SIZE</b>	<b>MIN OR AVERAGE WIDTH</b>	<b>MAX HEIGHT</b>	<b>MAX FAR</b>	<b>MIN OSR</b>	<b>MIN FRONT YARD</b>	<b>MIN SIDE YARD</b>	<b>MIN REAR YARD</b>
CRE	1 acre	150'	35'	0.25	0.55	25'	15'	25'

FAR= FLOOR AREA RATIO  
OSR= OPEN SPACE RATIO

Revised 1/5/96  
(crezone.use)

**Exhibit D**

**Biosolids Storage Site Location**



PT. 21-09-401-007  
PT. 93.02

N

Subject

100 FT

003 7.50  
119

001 1

208 0

RDI