

ORDINANCE NO. 8687-88

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT WITH THE FLEX-N-GATE CORPORATION

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 Flex-N-Gate Corporation, an Illinois Corporation, 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.

1987. PASSED by the City Council this 4th day of May

Ruth S. Brookens
Ruth S. Brookens, City Clerk

1987. APPROVED by the Mayor this 11th day of May

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8687-88 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 5, 1987
Date



WILLIAM M. GOLDSTEIN

ATTORNEY AT LAW

101 E. ELM P.O. BOX 487
URBANA, ILLINOIS 61801
TEL. (217) 367-5411

April 23, 1987

CITY OF URBANA, ILL.
RECEIVED
APR 24 1987
CITY CLERK'S OFFICE

Ms. Ruth Brookens
City Clerk
City of Urbana
400 South Vine
Urbana, Illinois 61801

Re: Annexation Agreement
City of Urbana / Flex-N-Gate

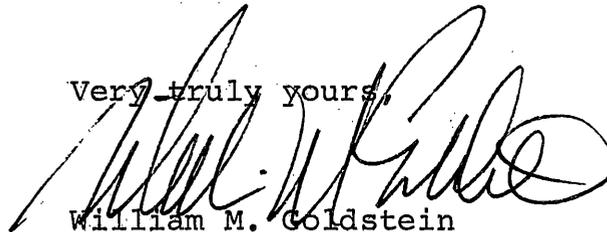
Dear Ms. Brookens:

Enclosed please find a copy of the proposed Annexation Agreement between the City of Urbana and Flex-N-Gate Corporation.

I believe notice was published for a public hearing, and Mr. Waaler asked me to deliver a copy to you.

Thank you.

Very truly yours,



William M. Goldstein

WMG:cai
Enclosure

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 1987, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and Flex-N-Gate Corporation, an Illinois Corporation (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, Flex-N-Gate is the owner of record of certain real estate, the legal description of which is set forth in detail hereafter, and which real estate is contiguous to the corporate limits of the City of Urbana;

Lot 1 of Butzow Industrial Subdivision, according to the plat thereof recorded in Book "Y" of Plats at page 10, as document 74-R-3272, situated in Champaign County, Illinois, commonly known as 1306 E. University Ave., Urbana, Illinois;

and

WHEREAS, said real estate is contiguous 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 has heretofore been classified as I-1 under the Champaign County Zoning Ordinance; and

WHEREAS, Owner, to best utilize this property, finds it necessary and desirous that the real estate described herein be annexed to the City of Urbana and rezoned from County I-1 (Light Industrial) to IN (Industrial District) pursuant to the City of Urbana Zoning Ordinance; and

WHEREAS, such annexation and rezoning shall ensure an increase in tax base of the City of Urbana and the receipt by the City of Urbana of real estate tax revenues and sewer benefit tax revenues accruing by virtue of the annexation; and

WHEREAS, the Owner desires to have said real estate 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 of Urbana 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 subserve the best interests 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 a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, it is understood that before this agreement can take legal effect it must be approved following a public hearing pursuant to statute.

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 made, pursuant to and in accordance with the provisions of Section 11-15.1-1 et. seq. of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1985).

2. Upon approval of the Urbana City Council, the Owner agrees to annex the real estate described above to the City of Urbana as set forth herein.

3. The Corporate Authorities, upon the execution of this Agreement and upon the filing of proper petition by the Owner with the City Clerk of Urbana will enact an ordinance annexing said real estate to the City subject to the terms hereof. The Annexation Petition shall be so filed within 3 years of the date of this Agreement.

4. The parties understand that immediately after the passage and approval of the ordinance annexing the real estate described the zoning of the said subject real estate shall be zoning classification IN. (Industrial) under the Urbana Zoning Ordinance by virtue of the automatic rezoning conversion table.

5. The parties expressly agree that the Corporate Authorities shall provide to Owner and said subject property City fire and police protection, and that until said subject property is formally annexed into the City of Urbana, Owner shall pay for said fire and police protection services, and that the amount to be charged by the Corporate Authorities for said fire and police protection services shall be Three Thousand Five Hundred Dollars (\$3,500.00) per calendar year, commencing January 1, 1987, and payable by Owner one-half on July 1 of each year and one-half on December 31 of each year until the subject property is annexed into the City of Urbana. The final installment for said fire and police protection shall be prorated on a per diem basis to the date of actual annexation of said subject property by the Corporate Authorities.

6. Upon annexation of said subject property to the City of Urbana, the fact that more than one principal building shall exist on one lot on said premises, as allowed by current county zoning, shall be deemed to be a lawful use of said premises; shall not be deemed to be a nonconforming use of said premises and in the event of destruction of said premises in whole or in part by fire or other casualty, the improvements on said premises may be rebuilt in the same general configuration as such improvements existed before such destruction. Reconstruction, if not in the same general configuration, shall conform to the City Zoning Ordinances existing at the time of any destruction.

7. This agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of 3 years from the date of this agreement, or as such term is otherwise mutually extended by the parties, and to the extent permitted by statute. It is agreed that in the event the annexation of Owner's real estate or the terms of this Agreement are challenged in any Court proceeding, the period of time during which such litigation is pending should not be included in calculating said three (3) year term.

8. In the event there are any nonconformities of any developmental regulations of the Urbana Zoning Ordinances in or on the subject property, including any buildings, such nonconformities shall be considered legal non-conformities for the life of that use.

9. The parties agree that Owner shall be entitled to erect such signs on the property as permitted at the time of annexation by Article IX, "Comprehensive Sign Regulations" of the Urbana Zoning Ordinance.

10. This agreement shall be enforceable in 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.

11. If any provisions of this Agreement are held invalid, such provisions shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein. It is expressly understood that the IN zoning classification of the subject property shall survive this Agreement and continue to be the zoning classification of the Subject Premises. It is further expressly understood that paragraphs 6 and 8 shall survive the annexation and shall terminate only as provided in said paragraphs.

12. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of three (3) years commencing as provided in paragraph 7 above, or for such term as otherwise mutually extended by the parties, and to the extent permitted by statute, it is agreed that in the event the annexation of Owner's real estate or the terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending should not be included in calculating said three (3) year term.

IN WITNESS WHEREOF, the Corporate Authorities and Owner 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

Jeffrey J. Mulland
Mayor

FLEX-N-GATE CORPORATION

BY: [Signature]
President

Date: May 16, 1987

ATTEST: [Signature]
City Clerk

ATTEST: [Signature]
Secretary

"Corporate Authorities"

"Owner"

