

URBANA CITY COUNCIL MEETING

URBANA CITY COUNCIL CHAMBERS

Monday, October 16, 2000

7:30 P.M.

A G E N D A

A. MINUTES OF PREVIOUS MEETINGS

1. September 25, 2000 Special Council Meeting
2. October 2, 2000 Regular City Council Meeting

B. ADDITIONS TO THE AGENDA

C. PETITIONS AND COMMUNICATIONS

D. OLD BUSINESS

E. REPORTS OF STANDING COMMITTEES

1. Committee Of The Whole
 - a. Ordinance No. 2000-10-115: (An Ordinance Revising the Annual Budget Ordinance (Police Department Block Grant)
 - b. Ordinance No. 2000-10-116: An Ordinance Approving and Authorizing the Execution of an Annexation Agreement (Dunn Farm / North Lincoln Avenue and Oaks Road)
 - c. Ordinance No. 2000-10-117: An Ordinance Amending Schedule N of Section 23-193 of the Urbana Local Traffic Code Establishing Parking Time Limits on Certain Streets or Public Parking Lots (McCullough Street)
 - d. Ordinance No. 2000-10-118: An Ordinance Authorizing the Mayor to Execute an Intergovernmental Agreement With Champaign County, Illinois, Concerning the Funding for Construction of Part of North Lincoln Avenue
 - e. Property Tax Levies:
 1. Ordinance No. 2000-10-119: Annual Tax Levy Ordinance of the City of Urbana, Illinois for the Year Beginning July 1, 2000 and Ending June 30, 2001

2. Ordinance No. 2000-10-120: An Ordinance Abating Tax Levy for \$5.705 Million General Obligation Bonds, Series 1994
3. Ordinance No. 2000-10-121: An Ordinance Abating Tax Levy for \$1.0 Million General Obligation Bonds, Series 1992

F. REPORTS OF SPECIAL COMMITTEES

G. REPORTS OF OFFICERS

H. NEW BUSINESS

1. Ordinance No. 2000-10-122: An Ordinance Approving a Major Variance (Reduction of the Required Setback in the City's B-3, General Business District, from Ten Feet to Zero Feet / 810 West Anthony Drive – Case No. ZBA-00-MAJ-6)

I. ADJOURNMENT



DEPT. OF COMMUNITY DEVELOPMENT SERVICES
PLANNING AND ECONOMIC DEVELOPMENT DIVISION

m e m o r a n d u m

TO: Bruce K. Walden, CAO

FROM: April D. Getchius, AICP, Director

DATE: October 12, 2000

SUBJECT: Plan Case No. 1761-A-00 An Annexation Agreement between the City of Urbana and Clara A. Dunn and Nancy L. Flach (Dunn Farm)

Enclosed are the draft ordinances that accompany the annexation agreement and annexation petition for the proposed Dunn Farm annexation provided to you at the Committee of the Whole meeting held October 9, 2000 and to to be considered at City Council's regular meeting on October 16, 2000 immediately following a public hearing on the annexation agreement at 7:15 pm that same evening. Council may act on the ordinance to approve or deny the annexation agreement at this meeting or may continue consideration to another time. If Council decides to approve the annexation agreement on October 16, 2000 then staff would request Council's consideration to act on the annexation ordinance at a special Council meeting immediately prior to the meeting of the Committee of the Whole on October 23, 2000. The request to defer action on the annexation (not the agreement) is based on the fact that we will not meet our statutory notice requirements if Council acted on the annex at its October 16th meeting.

Prepared by: _____
Reed Berger, AICP, Economic Development Coordinator

c: Dunn Farm c/o George Bryan



DEPT. OF COMMUNITY DEVELOPMENT SERVICES
PLANNING AND ECONOMIC DEVELOPMENT DIVISION

m e m o r a n d u m

TO: Bruce K. Walden, CAO

FROM: April D. Getchius, AICP, Director

DATE: October 9, 2000

SUBJECT: Plan Case No. 1761-A-00 An Annexation Agreement between the City of Urbana and Clara A. Dunn and Nancy L. Flach (Dunn Farm)

Introduction. This memorandum is intended to update Council members on the status and details of the Dunn Farm annexation agreement since staff's memo of October 5, 2000. The annexation agreement was completed and signed on Friday October 6, 2000 and is now attached for Council's review and consideration.

Background. City staff has been negotiating an annexation agreement with the owners of the Dunn Farm over the past two months to induce annexation for three primary reasons as stated in the prior memo:

1. To cause the dedication of approximately 1.10 acres of the Dunn Farm for the proposed improvement of N. Lincoln Avenue.
2. To cause the incorporation of N. Lincoln Avenue adjacent to the Dunn Farm for the purpose of jurisdictional control and thereby relieving Somer Township of its responsibility to maintain and improve the road.
3. To cause the annexation of the Dunn Farm and other industrial properties that will benefit from the improvement of N. Lincoln Avenue and add to the tax base of the City.

Issues and Discussion. The following is a summary of the terms and conditions of the proposed annexation agreement and other related issues.

Zoning. The site is currently zoned I-1 Light Industrial in unincorporated Champaign County. The agreement would provide for the zoning's direct conversion to City IN - Industrial upon annexation and in conformance with the City's 1982 Comprehensive Plan as amended.

Tax Reimbursement. The agreement provides for the reimbursement of the difference between incorporated an unincorporated property tax bill for a period of up to 20 years for the undeveloped tract, or portion thereof, that remains in possession of the Owners or their heirs. Based on the current assessed value of the 46.41 acres of farm land at \$8,870 and current tax rate difference, the annual cost of the tax reimbursement totals about \$180. All or a part of any of the Dunn Farm that is sold, leased, or developed will not benefit from this tax reimbursement. The intent is to eliminate any financial hardship on the property owner while the land remains within the family ownership and in agricultural use. There is a provision for an additional 10 year payment based on the tax difference in the 20th year if the land still remains unsold and is still vacant or farmed. While this scenario seems remote, the property owners are seeking some protection from tax liability beyond the annexation agreement's statutory limit of twenty years.

Impact and Recapture Fees. Like the property tax issue described above, the agreement provides some protection from special assessment, and other fees the City could impose on the property owner so long as the land still remains unsold and is still vacant or farmed.

Enterprise Zone. The agreement provides for the extension of the Enterprise Zone when documentation including a letter of intent for financial commitment for industrial development are provided to the City.

Tax Increment Financing (TIF). Because a TIF District is under study and potentially could include this property the property owner is seeking assurance that if it qualifies for the proposed District that it be included in the boundaries so that TIF benefits might be accessed in the future.

Dedication of right-of-way. Because the City is planning to improve N. Lincoln Avenue adjacent to the Dunn Farm and requires about 1.10 acres for the right-of-way, the dedication of this parcel is addressed in the agreement. The City secured the services of a local real estate appraiser and obtained a fair market value for the Dunn Farm of approximately \$25,856 per acre. Therefore, staff is recommending accepting dedication of the right-of-way in consideration of a payment of \$28,600 for the 1.10 acres. The price would be adjusted proportionate to the per acre value if the area required for dedication exceeds the estimated area of 1.10 acres. The exact acreage is expected to be slightly less, but only a survey conducted by the City's professional engineering staff as a part of our preparation of a plat of right-of-way dedication will offer a conclusive figure.

Marketing and Option. Because the Dunn Farm now has an appraised value, staff would like to option and market the site with intention of finding a buyer within the next six months. The attached option will cost the City \$1,000.

In addition to the terms spelled out in the agreement, it needs to be recognized that in addition to some of the direct benefits of annexing industrial land, this annexation is intended to secure jurisdiction of N. Lincoln Avenue to add further assurance of the City's ability to cause the improvement of Lincoln Avenue. In turn, the Lincoln Avenue improvements will help the City further plans to provide access to the proposed Olympian Drive project in the long term and assure the relocation of Central Waste and provide access to their potential transfer recycling facility in the short term. Delaying annexation of the Dunn Farm may create some additional

work on the part of Central Waste to modify maps and reports that are expected to be submitted as a part of the transfer recycling facility application process in November.

Finally, the proposed action on the annexation petition should be deferred from October 16th to a special meeting on October 23rd, since a minimum 10 day notice is required before Council acts.

Fiscal Impacts. In addition to the direct expenditures discussed above, the City must reimburse the township and fire protection districts per state law. These amounts are expected to be minimal since the land has a very low assessed value. In general, development of industrial land typically provides a net direct economic benefit to the City and other taxing districts compared to residential development.

Options. The Committee of the Whole has the following options in this case:

- a. The Committee may forward the proposed annexation agreement to the next regular meeting for Council action.
- b. The Committee may forward the proposed annexation agreement to the next Committee meeting for further consideration.

Recommendation. Staff recommends that the Committee forward the attached annexation agreement and related annexation petition for action on October 16th and October 23rd, respectively. The proposed annexation complies with the goals, objectives and policies of the City of Urbana's Comprehensive Plan. Specifically, the goals which articulate the need to expand the City's tax base, provide urban services for urban development and promote compact development are particularly relevant.

Prepared by: _____
Reed Berger, AICP, Economic Development Coordinator

c: Dunn Farm c/o George Bryan



COMMUNITY DEVELOPMENT SERVICES

PLANNING AND ECONOMIC DEVELOPMENT DIVISION

m e m o r a n d u m

TO: Bruce K. Walden, CAO

FROM: April D. Getchius, AICP, Director

DATE: October 5, 2000

SUBJECT: Plan Case No. 1761-A-00 An Annexation Agreement between the City of Urbana and Clara A. Dunn and Nancy L. Flach (Dunn Farm)

Introduction. At the October 16, 2000 City Council meeting, the Council will conduct a public hearing at 7:15 p.m. in consideration of an annexation agreement between the City of Urbana and Clara A. Dunn and Nancy L. Flach, owners of the Dunn Farm. Both the agreement and annexation petition are on the agenda that evening for Council approval. Property owners and residents within 250 feet of the proposed annexation were notified of the public hearing. The intent of this brief memo is to advise Council that the annexation agreement is in process of final negotiations and should be completed by the end of this week.

Background. As a result of the threat of the Big Grove incorporation, city staff obtained a number of annexation petitions and agreements. These petitions include the the Dunn Farm, a 46.41 acre tract of farmland located on N. Lincoln Avenue between Somer Drive and Oaks Road. A map is attached illustrating the location of the Dunn Farm along with the notice to property owners. The annexation petition (see attached), though signed and submitted to the City Clerk, was not submitted to Council for action because of the following condition of the petition:

“This petition for annexation is subject to the petitioners and the City of Urbana executing a mutually acceptable annexation agreement passed by the Urbana City Council and approved by the Mayor of the City of Urbana.”

City staff would like to complete this annexation agreement and annexation as soon as possible for three primary reasons:

4. To cause the dedication of approximately 1.10 acres of the Dunn Farm for the proposed improvement of N. Lincoln Avenue.
5. To cause the incorporation of N. Lincoln Avenue adjacent to the Dunn Farm for the purpose of jurisdictional control and thereby relieving Somer Township of its responsibility to maintain and improve the road.

6. To cause the annexation of the Dunn Farm and other industrial properties that will benefit from the improvement of N. Lincoln Avenue and add to the tax base of the City.

Recommendation. No action is requested at this time.

Prepared by: _____
Reed Berger, AICP, Economic Development Coordinator

c: Dunn Farm c/o George Bryan

ORDINANCE NO. 2000-10-116

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH THE OWNERS OF DUNN FARM
(NANCY L. FLACH AND CLARA A. DUNN)**

**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 Nancy L. Flach and Clara A. Dunn (the owners of the Dunn Farm), 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 _____, 2000.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2000.

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 Clara A. Dunn and Nancy L. Flach (hereinafter referred to as the "Owners"). 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, Clara A. Dunn and Nancy L. Flach are the Owners of record of a certain approximately 46.41 acre parcel of real estate located at southeast intersection of North Lincoln Avenue and Oaks Road, and having permanent index number 25-15-32-300-002, 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, 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 I-1, Light Industry in Champaign County and would directly convert to City IN, Industrial upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, the parties agree that the tract shall be best utilized if rezoned to City IN, Industrial; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City IN, Industrial reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; 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 continue to enhance its tax base; and

WHEREAS, the Owners desire 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 Owners agree to the following provisions:

Section 1. Annexation: The Owners represent that they are the sole record Owners of the tract described in Exhibit A and that the Owners acknowledge 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.

Owners further agree 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 Owners agree 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 Owners agree and acknowledges that upon annexation, the tract will automatically be classified IN, Industrial in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation .

Section 3. Right-of-Way Dedication: Within 30 days from the date of receiving a right-of-way plat and request from the City for the dedication of right-of-way, and in consideration of a minimum of \$28,600.00, the Owners shall dedicate for public right-of-way purposes to the City approximately 1.10 acres of the tract for the purposes of widening Lincoln Avenue as illustrated on the attached map labeled Exhibit D.

Section 4. Option of Real Estate. Upon annexation, the Owners agree to execute the attached Real Estate Option and Contract labeled Exhibit E.

Section 5. Disconnection: The Owners agree and hereby stipulate that the Owners 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 tracts will be zoned IN, Industrial 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. The Corporate Authorities agree that all applicable development regulations will apply to said tract, except as otherwise provided herein.

Section 3. Enterprise Zone: Upon annexation and receiving a letter of intent and financial commitment from an individual or entity proposing to cause a significant industrial project on the tract or portion therein, the City agrees to immediately apply to the State of Illinois to include said tract, or applicable portion therein, within the Urbana Enterprise Zone, and agrees to assist the Owner in obtaining all benefits to which the Owners and/or the tract is entitled and eligible to receive under the Urbana Enterprise Zone Program and the State of Illinois Enterprise Zone Act, so long as the Urbana Enterprise Zone remains in effect.

Section 4. Tax Increment Financing District: Upon annexation, the City agrees to include the tract within the proposed tax increment financing district (a.k.a. North Urbana Redevelopment Plan) if it qualifies as a part of said district and said district is approved by the City of Urbana and the State of Illinois.

Section 5. Marketing: Upon annexation, the City agrees to include the tract in its marketing material for industrial sites and market the tract directly to developers, realtors, and economic development agencies for industrial development.

Section 6. Real Estate Tax Reimbursement: The City agrees to pay the Owners, their heirs, or beneficiaries, an amount equal to the difference between the real estate taxes which would be paid for the tract if it was located outside the City and the amount paid as real estate taxes for the tract when annexed to the City, as long as the tract remains in agricultural use or until such time as a final plat is recorded for any portion of said tract or for a period not to exceed twenty (20) years from the date of the City Council's approval of this Agreement, whichever occurs first. At such time as a final plat is recorded for a portion of the tract or a portion of the tract is used for other than agricultural use, or if the Owners sells any portion of the tract, the Owners shall not be entitled to any payment for the tax liability which accrues on that portion of the tract, but shall be entitled to payment for the portion of the tract remaining in ownership of the Owners, their heirs, or beneficiaries.

The annual reimbursement amount shall be paid to the Owners, their heirs, or beneficiaries, on or before October 1 of each respective year the real estate tax is paid in full. It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

- a. Annexation of said tract is necessary to annex other tracts of unincorporated territory in order to promote the orderly, planned, and controlled growth of the City, and further to promote the safety, health and general welfare of the public.**
- b. Annexation of said tract will have a significantly positive impact on the tax base of the City of Urbana.**
- c. But for the reimbursement of property taxes, annexation of said tract would not otherwise occur in a timely manner.**

If, after twenty (20) years from the date of the City Council's approval of this Agreement the tract, or any portion thereof, is owned by Owners or their beneficiaries or heirs, and remains in agricultural use, then the City shall promptly pay to the Owners or their beneficiaries or heirs, an amount equal to the difference between the real estate taxes which would be paid for the tract if it was located outside the City and the amount paid as real estate taxes for the tract multiplied by a factor of 10. Said amount shall be based on the assessed value of the tract and applicable tax rates existing at the time being twenty (20) years from the date of the City Council's approval of this Agreement. If said payment is required under this paragraph, then said payment shall be the last payment after which time the City's obligation to make payments under this section shall be terminated.

Section 7. Right-of-Way Dedication: The City shall prepare a right-of-way plat for the dedication of the Lincoln Avenue right-of-way referred to in Article II, Section 3 of this Agreement, including the exact legal description and area required for said dedication as illustrated on the attached map labeled Exhibit D and submit said plat and request to the Owners within 30 days from the date of annexation. The City shall accept dedication of the public right-of-way and shall pay to the Owners \$28,600 in return for said dedication of public right-of-way. If said area of right-of-way to be dedicated under this Section exceeds 1.10 acres, then the City shall pay an additional amount to the Owners based on a value of \$26,000/acre multiplied by the area that exceeds the estimated 1.10 acres.

Section 8. Impact and Recapture Fees, Donations and Contributions. The Owners, including their heirs and beneficiaries of the tract, will not be responsible for any impact fees, recapture fees, donations or contribution, for which the City has the authority to induce or require for public improvements within said tract or portion thereof which remains in agricultural use, is vacant, or remains undeveloped. In the event that a special assessment is imposed on the Owners, the City agrees to reimburse the owners for any special assessment costs they incur. The provisions of this Section

8 shall not apply to any portion of the tract that is developed, sold, leased (except for agricultural purposes), or transferred.

Section 9. Option of Real Estate. Upon annexation, the City agrees to option the tract in accordance with the attached Real Estate Option and Contract labeled Exhibit E, and to make its best effort to identify developers of industrial land and cause the purchase of the tract for industrial development purposes.

Section 10. Location of Access Drives. The City shall guarantee three access drive locations to the tract from Lincoln Avenue before, during, and after the proposed construction to widen and improve Lincoln Avenue adjacent to the tract so long as the Owners or their beneficiaries or heirs own said tract and so long as said tract remains undeveloped. The location of said three access drives onto Lincoln Avenue shall be as follows: one access drive located directly east of, and aligned with, the centerline of Somer Drive; one access drive located directly east of the Lincolnwood miniwarehouses access drive near the original access drive for the site of the former Dunn homestead, and; a point between the aforementioned access drive locations to be mutually agreed upon by the Owners and the City. It is understood and acknowledged by the parties that at such time that the tract is sold or development is proposed on the tract, that the number and location of access drives shall no longer be guaranteed as provided in this Section, and that said development shall be subject to the City's preliminary plat requirements that include the approval of access drive locations.

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 Owners, their 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 Owners 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 Owners 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 Owners and the city.

Section 4. Enforcement: The Owners 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 Owners, 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:

Owners:
**Clara A. Dunn
1803 Parkhaven Drive
Champaign, Illinois 61820**

**Nancy L. Flach
7861 Angle Crossing Road
Oakley, Illinois 62552**

with a copy to:

George G. Bryan
Tummelson Bryan & Knox
115 N. Broadway Avenue
Urbana, Illinois 61801

City:

Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 S. 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

Clara A. Dunn

Nancy L. Flach

Date

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Description**
- Exhibit B: Location Map**
- Exhibit C: Annexation Petition**
- Exhibit D: Right-of-way Dedication**
- Exhibit E: Real Estate Option and Contract**

Exhibit A

Legal Description of Tract

A part the West half of the Southwest Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, more particularly described as:

Beginning at a point 915.18 feet North of the Southwest corner of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, and running thence North along the West line of said Section 32 to the center of the wagon road running southwesterly and northeasterly across the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32, (now Lincoln Avenue), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter of the Southwest Quarter of said Section 32, thence running East along the center line of said Section 32 to the Northeast corner of said Northwest Quarter of the Southwest Quarter of said Section 32, thence running south along the East line of the West Half of the Southwest Quarter of said Section 32 to a point on said East line 915.18 feet North of the South line of said Section 32, and thence running West on a line parallel with the South line of said Section 32 to the point of beginning, all in Champaign County, Illinois, and encompassing 46.41 acres, more or less.