

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION  
OF THE ANNEXATION AGREEMENT REGARDING THE  
SOUTHGATE SHOPPING CENTER

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

1. That an "Annexation Agreement" between the City of Urbana, Illinois and Busey First National Bank as Trustee under the provisions of a Trust Agreement dated February 14, 1969, and known as Trust No. 151, a copy of which said Agreement is attached hereto and incorporated herein by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Agreement for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council held on the 15<sup>th</sup> day of October, 1979.

PASSED by the City Council this 15<sup>th</sup> day of October, 1979.

A circular seal of the City of Urbana, Illinois, featuring a central emblem and the text "SEAL OF THE CITY OF URBANA, ILLINOIS" and "1835".  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 19<sup>th</sup> day of October, 1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

7980-40

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 7980-40 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Final

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 1979, by and between the CITY OF URBANA, ILLINOIS (hereinafter referred to collectively as the "Corporate Authorities"), and BUSEY FIRST NATIONAL BANK, a National Banking Association, as Trustee under the provisions of a Trust Agreement dated February 14, 1969, and known as Trust No. 151 (hereinafter referred to as "Owner"),

WITNESSETH:

WHEREAS, BUSEY FIRST NATIONAL BANK, as Trustee under Trust No. 151, is the owner of record of certain real estate, hereinafter described, which is proposed to be platted and to be known as SOUTHGATE SHOPPING CENTER, hereinafter referred to in its entirety as SOUTHGATE SHOPPING CENTER, and which real estate is contiguous to the corporate limits of the City of Urbana; and

WHEREAS, the real estate to be included in SOUTHGATE SHOPPING CENTER is legally described as follows:

Commencing at the Northwest corner of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian; thence S 00° 49' 03" E along the West line of the East Half of said Section 21, 838.40 feet for a true place of beginning; thence N 89° 39' 00" E along the South line of Brook's First Subdivision, 394.95 feet; thence N 00° 49' 03" W along the East line of Brook's First Subdivision, 175.00 feet; thence N 89° 39' 00" E along the North line extended of Brook's First Subdivision, 248.9 feet; thence S 00° 49' 03" E 175.00 feet; thence S 89° 39' 00" W, 44.85 feet; thence S 00° 49' 03" E, 416.00 feet; thence S 89° 39' 00" W, 75.00 feet; thence S 00° 49' 03" E, 217.62 feet; thence S 89° 39' 00" W, 524.00 feet to the West line of the East Half of said Section 21; thence N 00° 49' 03" W along the West line of the East Half of said Section 21, 633.62 feet to the place of beginning, situated in Champaign County, Illinois,

generally located at the Northeast corner of Mumford Street and Philo Road and containing approximately 9.34 acres; and

WHEREAS, SOUTHGATE SHOPPING CENTER is contiguous to and may be annexed to the City of Urbana, as provided in Article 7 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1977); and

WHEREAS, subject property has heretofore been zoned R-4 (Multiple Family Residence) (approximately 3.5 acres in the Northwest fronting on Philo Road), R-3 (Two Family Residence) (approximately 2.5 acres in the Southwest fronting on Philo Road), and R-2 (Single Family Residence ) (approximately 3.4 acres in the East one-third of the property ) 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 B-G (Business, General) under the Urbana Zoning Ordinance; and

WHEREAS, such annexation and rezoning shall ensure the receipt by the City of Urbana of sales and real estate tax revenues accruing by virtue of new construction and the operation of business; and

WHEREAS, the Owner desires to have said SOUTHGATE SHOPPING CENTER 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 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, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1977), a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities; and

WHEREAS, pursuant to notice, as required by statute and ordinance, a public hearing was held by the Corporate Authorities of the City on the proposed Annexation Agreement.

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, et seq, of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1977).

2. The Owner, upon execution of this Agreement, will file with the Corporate Authorities a proper petition conditioned on the terms and provisions of this Agreement, to annex SOUTHGATE SHOPPING CENTER to the City of Urbana.

3. The Corporate Authorities, upon the execution of this Agreement and upon the filing of a proper petition by the Owner, as hereinabove provided, will enact an ordinance annexing the SOUTHGATE SHOPPING CENTER.

4. Immediately after the passage and approval of the ordinance annexing the SOUTHGATE SHOPPING CENTER, the Corporate Authorities shall cause to be adopted an Amendment to the City Zoning Ordinance, zoning and classifying the property as BG (Business, General).

5. The Owner agrees during the term of this Agreement, for itself, its successors and assigns, not to develop or otherwise improve said property except pursuant to and in accordance with those present provisions of the Urbana Zoning Ordinance relating to general business use, as set forth in Article XXVII of said Ordinance and in substantial accord with the Site Development Plan attached hereto as Exhibit "B", except as modified by Exhibit "A" attached hereto. Until such development occurs, said property may be devoted to agricultural uses.

6. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of ten (10) years commencing as of the date hereof, as provided by statute, and to the extent permitted thereby it is agreed that in the event the annexation of Owner's real estate on the terms 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 ten (10) 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, ILLINOIS

By: Jeffrey T. Markland  
Jeffrey T. Markland, Mayor  
10/22/79  
Date

ATTEST:

Ruth S. Broshens  
City Clerk  
10/22/79  
Date



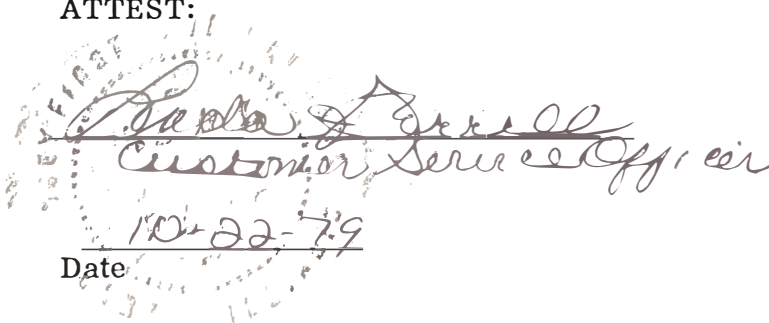
"CORPORATE AUTHORITIES"

BUSEY FIRST NATIONAL BANK, as Trustee  
under the provisions of a Trust Agreement  
dated February 14, 1969, and known as  
Trust No. 151

By: Ed P. Mahan President  
10-22-79  
Date

ATTEST:

Paula J. Erickson  
Customer Service Officer  
10-22-79  
Date



"OWNER"

MODIFICATIONS TO ANNEXATION AGREEMENT FOR  
SOUTHGATE SHOPPING CENTER

1. The full width of Mumford Drive adjacent to the site shall be developed, except that no sidewalks shall be required on the South side of said construction if agreement is obtained from the owner of the adjacent South property that a sidewalk will be provided meeting City standards when such property is developed for other than agricultural usage.

2. Lot 3, as shown on the Site Development Plan, shall not be required to be adjacent to any public streets so long as it is used as a retention cell facility or for agricultural purposes. At such time as it is to be used for other uses, it shall be replatted in accordance with then existing subdivision standards. This restriction shall be reflected in any deed or easement agreement relating to said Lot 3.

3. The space shown on the Site Development Plan referring to "The Kroger Company" shall be used in substantial part as a food retailing store.

4. After annexation by the City, the City will approve a plat for the real estate described in this agreement, a copy of which is attached hereto and marked Exhibit C.

5. It is understood and agreed that the owner is signing this document as Trustee and not in its individual capacity as further described in the exculpatory agreement attached hereto as Exhibit D.

6. No change in zoning will be requested of the Urbana City Council nor of the Champaign County Board relating to any of the remaining approximately 67 acres contiguous to the area shown in the Site Development Plan and owned by Trust No. 151, within the following time sequence:

- (a) until June 30, 1981, or
- (b) until such time as the Urbana City Council passes a new comprehensive plan for Southeast Urbana, whichever is earlier.

If any of the above mentioned property is sold prior to the above mentioned time limits, the deed will contain this restriction.

7. The owners of the land shall place in escrow the amount of \$2,500.00 which shall be used for a feasibility study for a grocery store in the portion of the City lying North of Main Street. This study is to be completed by a consultant of the City's choice and is to be completed two years from this date.

8. The black dirt which is in excess of the construction and landscaping needs of the site shall be moved by the developer to the area immediately South of the site and stored for one year while being sold by the City, with the proceeds used for downtown promotion, development and re-development as approved by the City Council. After one year the City shall remove any remaining dirt to a location of the City's choice as soon as possible.

9. If any obligation of the owner in this contract is invalid, then it shall not invalidate the remainder.

10. All geometrics are subject to requirements of the Illinois Department of Transportation and any changes required by such agency shall be provided.

CITY OF URBANA, ILLINOIS

By Jeffrey T. Markland  
Jeffrey T. Markland, Mayor  
10/22/79  
Date

ATTEST:  
Ruth S. Brokens  
City Clerk  
10/22/79  
Date

"CORPORATE AUTHORITIES"

BUSEY FIRST NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated February 14, 1969, and known as Trust No. 151

By W. G. Schlaw, President  
10-22-79  
Date

ATTEST:  
Tracie A. Beall  
Customer Service Officer  
10-22-79  
Date

"OWNER"



## Exculpatory Clause - Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Busey First National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

EXHIBIT "D"

MEMORANDUM OF INTERPRETATION AND UNDERSTANDING

WHEREAS, the City of Urbana, Illinois and Busey First National Bank as Trustee under Trust No. 151, executed a certain Annexation Agreement dated October 22, 1979, as authorized by Ordinance No. 7980-407, and

WHEREAS, the parties have noted several possible ambiguities in the said Annexation Agreement, and

WHEREAS, the parties desire through this Memorandum of Interpretation and Understanding to clarify the intent of the parties as set forth,

It is agreed by the parties as follows:

1. That instead of rezoning the property "B-G", which designation is no longer in existence under the new Urbana Zoning Ordinance, the parties agree that it may be referred to as "B-3" which is in substantial compliance with the agreement, but the provisions of B-G of the previous ordinance as set forth in the Annexation Agreement shall be controlling.

2. That the space shown on the site development plan (attachment B to the Annexation Agreement) which refers to 'The Kroger Company' shall initially be developed and used substantially as a Kroger/Savon food retail store.

3. That although the entire development as set forth on the site development plan must be constructed prior to the expiration of the Annexation Agreement, it is not necessary that the entire development as shown be done at one time; phasing of the development is permissible under the guidelines as set forth as follows:

(a) The parking area, storm drainage, sanitary sewers and landscaping shall be constructed along with the Kroger/Savon retail food store and approximately 9,000 square feet of retail shops in the area designated as "Shops" on the site plan shall be completed in the first phase of the project.

(b) That the remaining space for retail shops shown in the area designated as "Shops" and a development on Lot 2 may be phased over the remaining life of the contract.

(c) On the site plan there is shown to be constructed a retention cell on Lot 3. Since the date of the Annexation Agreement a storm drainage sub-district has been organized and it is possible that the developer will be able to and may construct a tile drainage system from the outlet of the storm drainage system in the proximity of where it is shown to enter Lot 3, extending northward to the storm tile being installed in and by St. Joseph Sub-District No. 3.

IN WITNESS WHEREOF the Trustee has executed this document this 21<sup>st</sup> day of July, 1980 and the City of Urbana has caused this document to be executed by its proper officers, pursuant to authority.

Dated this 21<sup>st</sup> day of July, 1980.

Attest:

Marilyn J. Myers  
(Seal) Ass't Cashier

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

Dated: July 21<sup>st</sup> 1980

**Exculpatory provisions limiting the liability of Busey First National Bank attached hereto are expressly made a part hereof.**

BUSEY FIRST NATIONAL BANK,  
Trustee under a Trust Agreement #151  
Dated 2/14/69  
By Frank Shepard  
Asst Trust Officer

CITY OF URBANA, ILLINOIS  
By Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

Dated: July 24<sup>th</sup>, 1980

## Exculpatory Clause--Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, the Busey First National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Changes made to Site Development Plan as a result of meeting with Don Wort on October 15, 1979.

1. Fence retention cell.
2. Retain one additional tree in grove and reduce parking lot size as required.
3. Add four (4) trees within parking lot area as requested.
4. Install zoning buffers to the North and West as earth and/or plantings.
5. Add left-turn lane by adjusting pavement striping so as to provide it for north bound traffic on Philo Road at the Mumford Drive intersection.
6. Install conduit at Mumford-Philo Road intersection sufficient for future signalization.

CITY OF URBANA, ILLINOIS

By Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

10/22/79  
Date

ATTEST:

Ruth S. Braabera  
City Clerk  
10/22/79  
Date

"CORPORATE AUTHORITIES"

BUSEY FIRST NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated February 14, 1969, and known as Trust No. 151

ATTEST:

By \_\_\_\_\_

Date

"OWNER"

MEMORANDUM OF INTERPRETATION AND UNDERSTANDING

WHEREAS, the CITY OF URBANA, ILLINOIS and BUSEY FIRST NATIONAL BANK, as Trustee under Trust #151 executed a certain Annexation Agreement dated October 22, 1979 as authorized by Ordinance No. 7980-407 and a Memorandum of Interpretation and Understanding thereto dated July 21, 1980, and

WHEREAS, the parties have noted several additional possible ambiguities in the said Annexation Agreement, and

WHEREAS, the parties desire through this Memorandum of Interpretation and Understanding to further clarify the interpretation of the agreement as set forth,

IT IS AGREED AS FOLLOWS:

1. Screening on the east side of Southgate Shopping Center Subdivision be satisfied by the developer planting ten (10) trees of a minimum trunk diameter of two inches (2") of a deciduous species acceptable to the Urbana Arbor Division pursuant to the Urbana Tree Ordinance and similarly ten (10) on the south line of the subdivision that is east of Lot 1 of Brook's First Subdivision. The parties understand that if residential development occurs adjacent to Southgate Subdivision, the Zoning Ordinance then in effect may require a four-foot (4') hedge or fence as screening and if any other use were developed adjacent to Southgate Shopping Center, no screening would be necessary. The parties agree that the screening in this paragraph shall suffice and be required regardless of the later use, including residential. This screening shall be done in connection with and at the time that the parking lot improvements are done.

2. Busey First National Bank Land Trust #151 which is the owner of the land directly south of the south right-of-way line of the proposed Mumford Drive improvement east of the east right-of-way line of Philo Road agrees that it, or subsequent owners, shall install a sidewalk on the south side of Mumford Drive at the time that the land abutting the south side of Mumford Drive right-of-way is developed. All expense for said sidewalk construction will be paid by the owner of such property at the time of development.

3. All new sanitary sewers to be maintained by the City, installed in the easement area by the developer, shall be vitrified clay pipe.

4. Upon the passing of all ordinances, issuance of building permit for the construction of the improvement on Southgate Shopping Center, and upon all circumstances being ready for the developers to construct the improvements as now planned, the City may use the buildings now on the property for burning in connection with the training program of the Urbana Fire Department, if done prior to the commencement of construction and shall be done in a careful manner, not damaging any adjacent property, and the City agrees to hold Trust #151 harmless from any damage caused in connection herewith.

5. As to the \$2,500 with interest currently in escrow with Busey First National Bank for a market feasibility study as per the Annexation Agreement and a receipt has been issued therefor, such funds shall remain in escrow until utilized as set forth below. Since there are definite plans for the development of two (2) grocery stores north of Main Street, the need for this feasibility study would appear to be moot. It is agreed that that sum may be used for a study or ongoing studies as determined to be most useful to the City by the City Council.

6. As to the dirt to be stored on the area south of Mumford Drive extended, it is agreed that the City will use or notify the then owner of the land upon which the dirt is stored of the City's intent by November 1, 1981, of the amount of such dirt which the City wants and that amount shall be removed by the City prior to April 1, 1982, and that any such dirt not requested by the City shall be the property of the then land owner upon which it is stored.

7. As to the car parking spaces shown on the plan, they may be ten feet (10') by nineteen feet (19') with twenty-three-foot (23') aisles.

8. Trust #151 shall dedicate to the City of Urbana, Champaign County, Illinois the south thirty feet (30') of Mumford Drive right-of-way as shown on the plan, which thirty feet (30') shall be south of and adjacent to the thirty feet (30') to be conveyed by the land trust to the City of Urbana for the north half of Mumford Drive right-of-way extended.

9. As to the periphery setbacks shown on the plan, they may be ten feet (10') from the property lines.

10. Attached hereto and made a part hereof is an exculpatory clause limiting the liability of the land trustee.

Dated this <sup>th</sup> day of March, 1981.

CITY OF URBANA, ILLINOIS

By Charles C. Troppito  
Charles C. Troppito

BUSEY FIRST NATIONAL BANK,  
Trustee under Land Trust No. 151

By Regina Souda, VP & T

EXCULPATORY CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Busey First National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

EXHIBIT "A"



# THE KROGER CO.

3165 McKelvey Road, Bridgeton, Mo. 63044

(314) 344-1763

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

August 10, 1983

Busey First National Bank, Urbana, Illinois,  
as Trustee Under a Certain Trust Dated  
February 14, 1969 and Known as Trust No. 151  
& National Property Analysts, Inc.  
1804 Rittenhouse Square  
Philadelphia, Pennsylvania 19103

Re: Kroger S-920, 2010 S. Philo, Urbana, Illinois

Gentlemen:

This is to inform you that according to the terms of our Lease Agreement, Paragraph 27, that The Kroger Co. intends to sublease the demised premises to Kirby Foods, Inc. (I.G.A.). As their operation will be that of a food store, there should not be any conflicts with any exclusive rights which may have been granted by the Landlord in leases to other tenants.

The provisions of Paragraph 27 provide that should the Landlord not object within 30 days, it will be conclusively presumed that the proposed business will not conflict with any exclusive rights.

Sincerely,

KMA Real Estate Manager  
Gateway Marketing Area

JBj:rw  
cc: Boatmen's National Bank  
of St. Louis, Acct. #600650320

City of Urbana  
Urbana, Illinois

CITY OF URBANA, ILL.  
RECEIVED

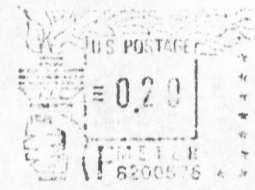
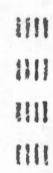
AUG 12 1983

CITY CLERK'S OFFICE





3165 McKelvey Road, Bridgeton, Mo. 63044



CITY OF URBANA, ILL.  
RECEIVED

AUG 12 1983

CITY CLERK'S OFFICE

City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801

FORM 1535-A



NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF URBANA,  
ILLINOIS ON A PROPOSED ANNEXATION AGREEMENT.

NOTICE IS HEREBY GIVEN to all interested persons that a public hearing will be held in the Council Chambers of the Urbana City Building, 400 South Vine Street, Urbana, Illinois on Thursday, August 2, 1979, at the hour of 7:30 P.M. on an Annexation Agreement for the following described property:

Commencing at the Northwest corner of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian; thence S 00° 49' 03" E along the West line of the East Half of said Section 21, 838.40 feet for a true place of beginning; thence N 89° 39' 00" E along the South line of Brook's First Subdivision, 394.95 feet; thence N 00° 49' 03" W along the East line of Brook's First Subdivision, 175.00 feet; thence N 89° 39' 00" E along the North line extended of Brook's First Subdivision, 248.9 feet; thence S 00° 49' 03" E 175.00 feet; thence S 89° 39' 00" W, 44.85 feet; thence S 00° 49' 03" E, 416.00 feet; thence S 89° 39' 00" W, 75.00 feet; thence S 00° 49' 03" E, 217.62 feet; thence S 89° 39' 00" W, 524.00 feet to the West line of the East Half of said Section 21; thence N 00° 49' 03" W along the West line of the East Half of said Section 21, 633.62 feet to the place of beginning, situated in Champaign County, Illinois,

generally located at the North<sup>east</sup> corner of Mumford Street and Philo Road and containing approximately ~~8.42~~ acres to be zoned B-G, General Business, said zoning classification to become effective upon annexation to the City. Copies of the proposed Annexation Agreement are available at the Urbana City Clerk's Office during regular business hours for public inspection.

This notice is given pursuant to the provisions of Section 11-15.1 et seq. of the Illinois Municipal Code, Chapter 24, Illinois Revised Statutes.

In said public hearing all interested persons will be given an opportunity to be heard and to present their arguments for or against approval of the Annexation Agreement.

Ruth S. Brookens  
City Clerk  
City of Urbana, Illinois

July 13, 1979

Bill: Jack Waaler, City of Urbana, City Building, Urbana, Illinois 61801  
Send him certificate of publication