

ORDINANCE NO. 8283-28

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO ANNEXATION AGREEMENT FOR SOUTHGATE SHOPPING CENTER

WHEREAS, after due notice and public hearing held, the Urbana City Council feels that it is in the best interests of the City of Urbana to permit the Amendment to the Annexation Agreement for Southgate Shopping Center, as proposed.

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

Section 1. That An Amendment to Annexation Agreement For Southgate Shopping Center between the City of Urbana, Illinois and Busey First National Bank, a copy of which said Amendment 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.

PASSED by the City Council this 18th day of October, 1982.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 26th day of October, 1982.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8283-28 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

October 20, 1982
Date



AMENDMENT TO ANNEXATION AGREEMENT
FOR SOUTHGATE SHOPPING CENTER

NOW ON THIS 18th day of October, 1982, come BUSEY FIRST NATIONAL BANK (hereinafter referred to as "Owner") and the CITY OF URBANA, an Illinois municipal corporation (hereinafter referred to as the "City") and agree as follows:

WHEREAS, the City and the Owner as Trustee under Trust No. 151, executed a certain Annexation Agreement dated October 22, 1979, as authorized by Ordinance No. 7980-40; and

WHEREAS, said Annexation Agreement made reference to a Site Development Plan which was attached and by reference incorporated therein and made a part of the Annexation Agreement, and concerned the area known as SOUTHGATE SHOPPING CENTER; and

WHEREAS, the Annexation Agreement provided that SOUTHGATE SHOPPING CENTER would be developed substantially in accordance with the Site Development Plan.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements therein contained, IT IS HEREBY AGREED AS FOLLOWS:

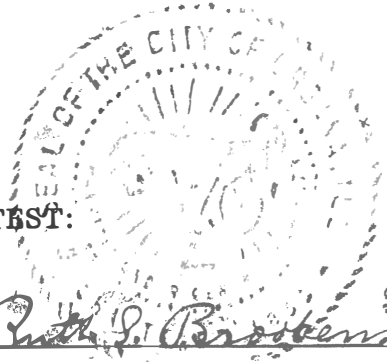
1. The Site Development Plan will be modified to reflect the location of a Photographic KIOSK on the property.
2. The subject KIOSK will be located approximately eighty (80) feet from the Southern boundary line and approximately 165 feet from the Western boundary line of the property.
3. The dimensions of the KIOSK building will be four feet by nine feet.
4. The location of the KIOSK building will in no way impede the orderly

flow of vehicular traffic through the SOUTHGATE SHOPPING CENTER parking area, nor interfere with the necessary movement of access by emergency vehicles.

5. Modification of the Site Development Plan to include the KIOSK is consistent with and compatible with the intent and purpose of the general business zoning of the property.

IN WITNESS WHEREOF, the City and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials.

ATTEST:



Paul P. Brooks
10-26-82
Date

CITY OF URBANA, ILLINOIS

By Jeffrey T. Muller
10-26-82
Date

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

"CITY"

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

By James Shepard Ass't Trust Officer
11/10/82
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 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.