

ORDINANCE NO. 8384-19

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION  
OF THE ANNEXATION AGREEMENTS REGARDING THE  
ANTHONY DRIVE SANITARY SEWER LOCAL IMPROVEMENT PROJECT

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

Section 1. That the Annexation Agreements regarding the Anthony Drive Sanitary Sewer Local Improvement Project, copies of which Annexation Agreements are attached hereto and incorporated herein by reference, be and the same are hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Annexation Agreements 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.

PASSED by the City Council this 3rd day of October, 1983.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

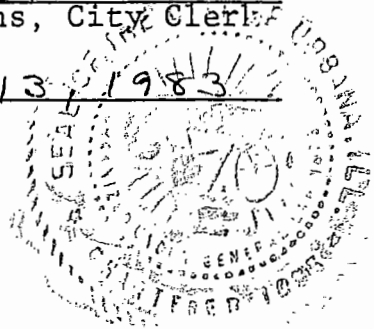
APPROVED by the Mayor this 13th day of October, 1983.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8384-19 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

October 13, 1983  
Date



100000

ANNEXATION AGREEMENT

WHEREAS Land Tract # 030-367-270, hereinafter called "Owner"

is the record owner of the parcel described below:

Tract A

The West 135 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the South property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

See Exculpatory Certificate

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Nine Thousand Dollars (\$9,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 2<sup>nd</sup> day of October, 1983.

OWNER

CITY OF URBANA, ILLINOIS,

Champaign Sanitary Dist. Trustee  
By: Robert J. Lohm  
1st: SA. V.P. & S.O.

By

Attest

Jeffrey T. Mallon  
Ruth S. Brubaker

See Exculpatory Clause Attached

RIDER ATTACHED TO AND MADE A PART

OF THE Annexation Agreement

DATED October 7, 1993 UNDER TRUST NO. 030-367-270

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 are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by 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 CHAMPAIGN NATIONAL BANK 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.

ANNEXATION AGREEMENT

WHEREAS, Land Tract 030-367-220, hereinafter called "Owner" is the record owner of the parcel described below:

Tract B

The East 130 ft. of the West 265 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the South property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.\*

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

\*This is the same property described on the attached copy of a deed.

See Exculpatory Clause Attached

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Nine Thousand Dollars (\$9,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 7<sup>th</sup> day of October, 1983.

OWNER

CITY OF URBANA, ILLINOIS,

*Champaign-Warrens Bank, Trustee*  
*By: James J. Lukan*  
*1st: SA. V.P. & F.O.*

By \_\_\_\_\_

Attest \_\_\_\_\_

See Exculpatory Clause Attached

The above space for recorder's use only

## TRUSTEE'S DEED

THIS INDENTURE, made July 16, 19 82 between CHAMPAIGN NATIONAL BANK, Champaign, Illinois, not personally or individually, but solely as Trustee under a Trust Agreement dated September 26, 1978, and known as Trust Number 030-642-649

GORDON A. FICKLIN

GRANTOR, and

of Urbana, Illinois

GRANTEE

WITNESSETH, That the GRANTOR, in performance of said trust and in consideration of the sum of

TEN DOLLARS (\$10.00)

DOLLARS, the receipt of which is acknowledged, does hereby Sell and Convey to the GRANTEE, GORDON A. FICKLIN

the following described real estate situated in Champaign County, Illinois, to-wit: The West 130 feet of the East 430 feet of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, and running thence North on Section line 815.5 feet, thence East 1577.4 feet, thence South 816 feet to the South line of said Northwest Quarter of Section 5, and thence West on said line 1575.5 feet to the place of beginning situated in Champaign County, Illinois, excepting however, the following description: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 feet, thence Easterly along the North property line for 80 feet to point "K" thence South 56 degrees 32' East for 798.4 feet to point "L", thence Southerly around a curve to the left having a radius of 400 feet and tangent to the last described course for 236.8 feet to point "M", thence North 89 degrees 33' East for 590 feet to point "N", thence Southerly along the East property line for 311 feet to point "O", thence Westerly along the South property line for 1575.5 feet to place of beginning "A", the tract excepted is the tract heretofore taken by the State of Illinois for highway purposes, situated in Champaign County, Illinois,

together with the tenements and appurtenances thereto belonging and the rents, income, issues, and profits thereof, and all the estate, right, title, and interest, whatsoever, at law or in equity, of the GRANTOR in and to said premises.

The trust above described is in full force and effect at the date hereof, the GRANTOR is the Trustee thereunder, and this Deed is executed pursuant to and in exercise of the power and authority vested in the GRANTOR as such Trustee.

IN WITNESS WHEREOF, the GRANTOR, not personally or individually but solely as Trustee as aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its duly authorized officers on the date appearing above.

## CHAMPAIGN NATIONAL BANK

not personally or individually but solely as  
Trustee as aforesaid.

By

B. Thomas Henderson  
Its Vice President / Trust Officer

ATTEST:

[Signature]  
By: [Signature]

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

I, John R. Brundage

a NOTARY PUBLIC in and for said County and State, certify that

B. Thomas Henderson and Dwaine Stunk personally known to me to be officers of CHAMPAIGN NATIONAL BANK, as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said CHAMPAIGN NATIONAL BANK, as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of July 19 82

Notary Public

Prepared by: Clem A. Stanko,  
Reno, O. Byrne & Kepley,  
501 W. Church, P.O. Box 693  
Champaign, IL 61820

Mail Tax

Name

(same)

Statements To

Address

Exempt under Paragraph 4e  
of the Real Estate Transfer Law  
7/20/82  
Gordon A. Ficklin  
GORDON FICKLIN



RIDER ATTACHED TO AND MADE A PART

OF THE Annexation Agreement

DATED October 7, 1985 UNDER TRUST NO. 080-367-270

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 are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by 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 CHAMPAIGN NATIONAL BANK 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.

ANNEXATION AGREEMENT

WHEREAS, the Champaign National Bank, as Trustee under the provisions of a Trust Agreement dated the 26th day of September, 1978, known as Trust No. 030-642-649, hereinafter called "owner," is the record owner of the parcel described below:

Tract C

The East 300 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the south property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.

WHEREAS, Owner and the City of Urbana, Illinois, a municipal corporation, and a Home Rule Unit in the State of Illinois, hereinafter called "city", are desirous of entering into an annexation agreement with respect to the above-described property.

NOW, THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business, or commercial or in the event that the Urbana zoning ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made based upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local im-

provement project wherein the subject property is assessed \$8,000.00, said amount being the estimate of this owner's no greater than/ of the shared sewer main construction share,

costs, including engineering, legal and administrative costs, and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his own on-site construction.

7. This agreement shall be binding on the heirs, devisees, successors, and assigns of the parties hereto.

DATED this 6<sup>th</sup> day of October, 1983.

THE CHAMPAIGN NATIONAL BANK,  
as Trustee under the pro-  
visions of a Trust Agreement  
dated the 26th day of  
September, 1978, known as  
Trust No. 030-642-649,  
Owner

By: R. Thomas Heinkorst  
VP/TO

Attest: Kim Higgins

CITY OF URBANA, ILLINOIS

By:

Attest:

Jeffrey T. Mullend  
Ruth S. Broekem

Wingfield

ANNEXATION AGREEMENT

WHEREAS, CHAMPAIGN COUNTY BANK & TRUST CO., as Trustee of Land Trust #2153, hereinafter called "Owner" is the record owner of the parcel described below:

The West 10 Acres of the following described tract:

All of the North  $7\frac{1}{2}$  chains of the South Half of the Northwest Quarter of Section 5 in Township 19 North, Range 9 East of the Third Principal Meridian, lying East of the Centerline of County Highway No. 54 in Champaign County, Illinois, EXCEPT the South 18 feet of the same, the East line of said 10 Acre tract being a straight line running directly North and South,

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive

any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Forty Thousand Dollars (\$40,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 6th day of October, 1983.

OWNER

CITY OF URBANA, ILLINOIS,

CHAMPAIGN CO. BANK & TRUST CO.

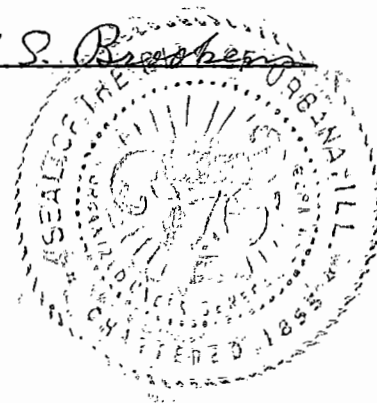
Elizabeth B. Ego  
Ass't. Trust Officer  
Trustee of Land Trust #2153

By

Jeffrey T. Mallard

Attest

Ruth S. Breese



RIDER ATTACHED TO AND MADE A PART  
OF THE ANNEXATION AGREEMENT

DATED OCTOBER 6, 1983, UNDER TRUST NO. 2153

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 are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by 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 CHAMPAIGN COUNTY BANK & TRUST COMPANY 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.

Tatman

ANNEXATION AGREEMENT

WHEREAS, Paul J. Tatman, hereinafter called "Owner"

is the record owner of the parcel described below:

Tract A

The West 135 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the South property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.



3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Nine Thousand Dollars (\$9,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

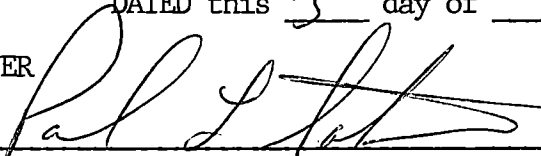
5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 3 day of Oct, 1983.

OWNER



CITY OF URBANA, ILLINOIS,

By \_\_\_\_\_

Attest \_\_\_\_\_

Tatman  
Cordell

ANNEXATION AGREEMENT

WHEREAS Land Tract #030-367-770, hereinafter called "Owner"  
is the record owner of the parcel described below:

Tract A

The West 135 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the South property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

See Exculpatory Clause Attached

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Nine Thousand Dollars (\$9,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 7<sup>th</sup> day of October, 1983.

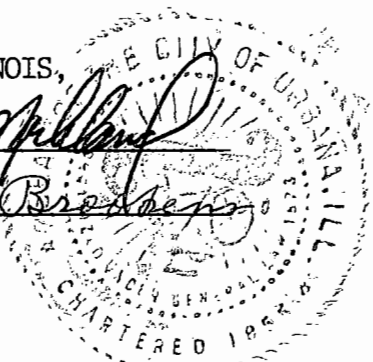
OWNER:  
CHAMPAIGN NATIONAL BANK, TRUSTEE  
By: *[Signature]*  
185 S.W.P. & T. O.

CITY OF URBANA, ILLINOIS,

By

Attest

*[Signature]*  
*[Signature]*



See Exculpatory Clause Attached

RIDER ATTACHED TO AND MADE A PART

OF THE Annexation Agreement

DATED October 7, 1993 UNDER TRUST NO. 030-367-270

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 are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by 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 CHAMPAIGN NATIONAL BANK 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.

Testman

ANNEXATION AGREEMENT

WHEREAS, Paul [Signature], hereinafter called "Owner"

is the record owner of the parcel described below:

Tract B

The East 130 ft. of the West 265 ft. of the East 565 ft. of the premises described as: Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian and running thence North on Section line 815.5 ft.; thence East 1577.4 ft.; thence South 816 ft. to the South line of said Northwest Quarter of Section 5; thence West on said line 1575.5 ft. to the place of beginning, being also described as Lot 3 of Survey by G. W. Pickels recorded February 1, 1916 in Plat Book "D" on page 56, situated in Champaign County, Illinois, EXCEPTING, HOWEVER, THE FOLLOWING DESCRIPTION: Beginning at the Southwest corner of the Northwest Quarter of Section 5 and running North on Section line 815.5 ft.; thence Easterly along the North property line for 80 ft. to point "K"; thence South 56° 32' East for 798.4 ft. to point "L"; thence Southerly around a curve to the left having a radius of 400 ft. and tangent to the last described course for 236.8 ft. to point "M"; thence North 89° 33' East for 590 ft. to point "N"; thence Southerly along the East property line for 311 ft. to point "O"; thence Westerly along the South property line for 1575.5 ft. to the place of beginning "A", the tract excepted is the tract heretofore condemned by the State of Illinois for highway purposes, situated in Champaign County, Illinois.

and the City of Urbana, Illinois, a municipal corporation and a home rule unit in the State of Illinois, hereinafter called "City," are desirous of entering into an annexation agreement with respect to the above-described property.

NOW THEREFORE, on the date set forth below, it is agreed as follows:

1. That Owner shall submit a duly executed petition for annexation of the subject property within ten (10) years of the completion of the below-described sewer improvement project.

2. Upon receipt of a proper petition for annexation, City will annex the subject property.

3. Upon annexation, at the option of Owner, the subject property shall be zoned either industrial, business or commercial or in the event that the Urbana Zoning Ordinance is so amended, any appropriate combination thereof. When the zoning is selected, the appropriate designation shall be made upon the location and use of the property.

4. Owner expressly agrees to enter his appearance in court and submit to the jurisdiction of the court in the matter of the court activities supervising the installation of the Anthony Drive Sanitary Sewer Local Improvement Project and consent to the assessment roll therein filed and waive any and all objections thereto if the said assessment roll reflects an apportionment of the costs of the local improvement project wherein the subject property is assessed no greater than Nine Thousand Dollars (\$9,000.00) of the shared sewer main construction costs, including engineering, legal and administrative costs and out-of-pocket expenses, therein spread.

5. Owner shall be entitled to connect to the sewer main extension upon its completion and upon obtaining the proper permits from the Urbana-Champaign Sanitary District.

6. Owner shall have no obligation to share in on-site construction costs and expenses relating to other persons, and owner may contract for his on on-site construction.

7. This Agreement shall be binding on the heirs, devisees, successors and assigns of the parties hereto.

DATED this 3rd day of Oct, 1983.

OWNER

CITY OF URBANA, ILLINOIS,

Paul L. LaPlante

By \_\_\_\_\_

Attest \_\_\_\_\_

ASSIGNMENT

THIS ASSIGNMENT made this 20<sup>th</sup> day of July, 1983, by and between the CITY OF URBANA, ILLINOIS (hereinafter called "CITY"), a municipal corporation, and SLM, an Illinois corporation (hereinafter called "SLM"),

THIS ASSIGNMENT is made pursuant to a Reimbursement Agreement executed by the parties hereto.

A. That SLM hereby assigns to CITY all right, title and interest in a certain sanitary sewer easement by and between the Champaign County Bank and Trust Co. as Trustee of Trust No. 2083 dated November 11, 1976, of the City of Urbana, in the County of Champaign and State of Illinois, and SLM Instruments, Inc., an Illinois corporation; the foregoing sanitary sewer easement having been recorded on March 29, 1983, in Book 1316, at Page 258, as Document No. 83R4467, the foregoing recording having occurred in the Champaign County Recorder's Office, Champaign County, Illinois.


B. That the CITY and SLM acknowledge that said sanitary sewer easement contains both a permanent and temporary easement; and the CITY acknowledges the terms, provisions and obligations, including the time of the temporary easement.

C. That the CITY hereby acknowledges, that should the CITY fail to proceed under the construction of the said sanitary sewer pursuant to the above-referred Reimbursement Agreement, that the CITY will re-assign to SLM all interest the CITY has acquired under this Assignment.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and year first above written.

SLM INSTRUMENTS, INC.

CITY OF URBANA, ILLINOIS

By   
President



ASSIGNMENT

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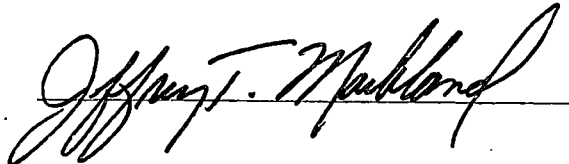
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and year first above written.

SLM INSTRUMENTS, INC.

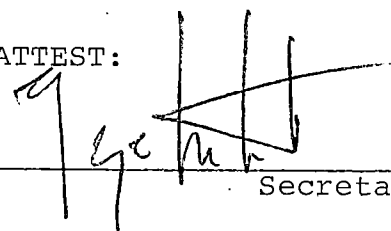
CITY OF URBANA, ILLINOIS

BY

  
President



ATTEST:

  
Secretary