

ORDINANCE NO. 8485-40

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION  
OF THE ANNEXATION AGREEMENT WITH THE HARRY GILL COMPANY

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

Section 1. That the Annexation Agreement between the City of Urbana, Illinois, and The Harry Gill Company, a copy of which said Agreement is attached hereto and incorporated herein by reference, be and the same is hereby 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 Annexation 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.

1984. PASSED by the City Council this 3rd day of December.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

1984. APPROVED by the Mayor this 10<sup>th</sup> day of December.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

ORDINANCE NO. 8485-40

AN ORDINANCE  
 APPROVING AND AUTHORIZING THE EXECUTION  
OF THE ANNEXATION AGREEMENT WITH THE HARRY GILL COMPANY

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

Section 1. That the Annexation Agreement between the City of Urbana, Illinois, and The Harry Gill Company, a copy of which said Agreement is attached hereto and incorporated herein by reference, be and the same is hereby 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 Annexation 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.

PASSED by the City Council this 3rd day of December,  
 1984.

Ruth S. Brookens  
 Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 10<sup>th</sup> day of December,  
 1984.

Jeffrey T. Markland  
 Jeffrey T. Markland, Mayor

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and The Harry Gill Company, a Delaware Corporation, (hereinafter referred to as "Owner").

## W I T N E S S E T H:

WHEREAS, The Harry Gill Company, a Delaware Corporation, is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana as R-4 (Medium Density-Multiple Family Residential) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as as soon as the parcel becomes contiguous:

The West 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The East 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The North 486.74 feet of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, except the East 30 feet thereof, which is public right-of-way commonly known as Willow Road; containing 16.17 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from The Harry Gill Company, a Delaware Corporation, or its successor in title, enact an ordinance annexing the said real estate to the City of Urbana, and immediately thereafter shall enact an ordinance zoning the above to R-4 (Medium Density-Multiple Family Residential).

4. It is agreed that fire hydrants shall be installed within public rights of way to serve the subject parcel in accordance with specifications of the Urbana Fire Department as development dictates.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

THE HARRY GILL COMPANY,  
a Delaware Corporation,

By Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

By W. O. Freeman  
President

Attest Ruth S. Brookens  
Ruth S. Brookens, City Clerk

Attest J. J. Connelly  
Secretary

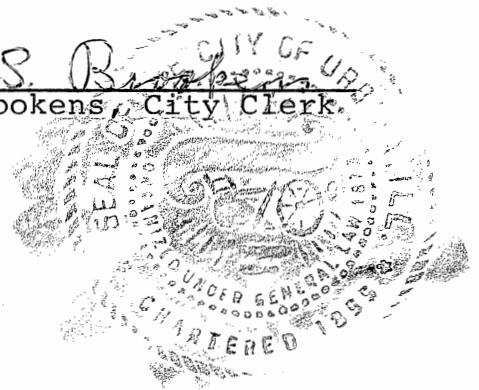
CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, Ruth S. Brookens, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "An Ordinance Approving And Authorizing The Execution Of The Annexation Agreement With The Harry Gill Company" adopted by the City Council of the City of Urbana, Illinois on the 3rd day of December, A.D. 1984, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 11th day of January, A.D. 1985.

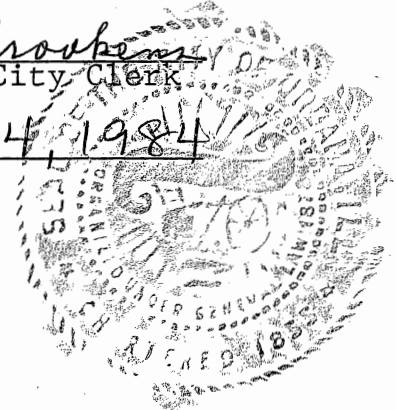
Ruth S. Brookens  
Ruth S. Brookens, City Clerk.



THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8485-40 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

December 4, 1984  
Date



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of December, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and The Harry Gill Company, a Delaware Corporation, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, The Harry Gill Company, a Delaware Corporation, is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana as R-4 (Medium Density-Multiple Family Residential) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as as soon as the parcel becomes contiguous:



The West 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The East 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The North 486.74 feet of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, except the East 30 feet thereof, which is public right-of-way commonly known as Willow Road; containing 16.17 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from The Harry Gill Company, a Delaware Corporation, or its successor in title, enact an ordinance annexing the said real estate to the City of Urbana, and immediately thereafter shall enact an ordinance zoning the above to R-4 (Medium Density-Multiple Family Residential).

4. It is agreed that fire hydrants shall be installed within public rights of way to serve the subject parcel in accordance with specifications of the Urbana Fire Department as development dictates.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

By Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

Attest Ruth S. Brookens  
Ruth S. Brookens, City Clerk

THE HARRY GILL COMPANY,  
a Delaware Corporation,

By W. O. Freeman  
President

Attest J. J. Connelly  
Secretary





# EXHIBIT "A"

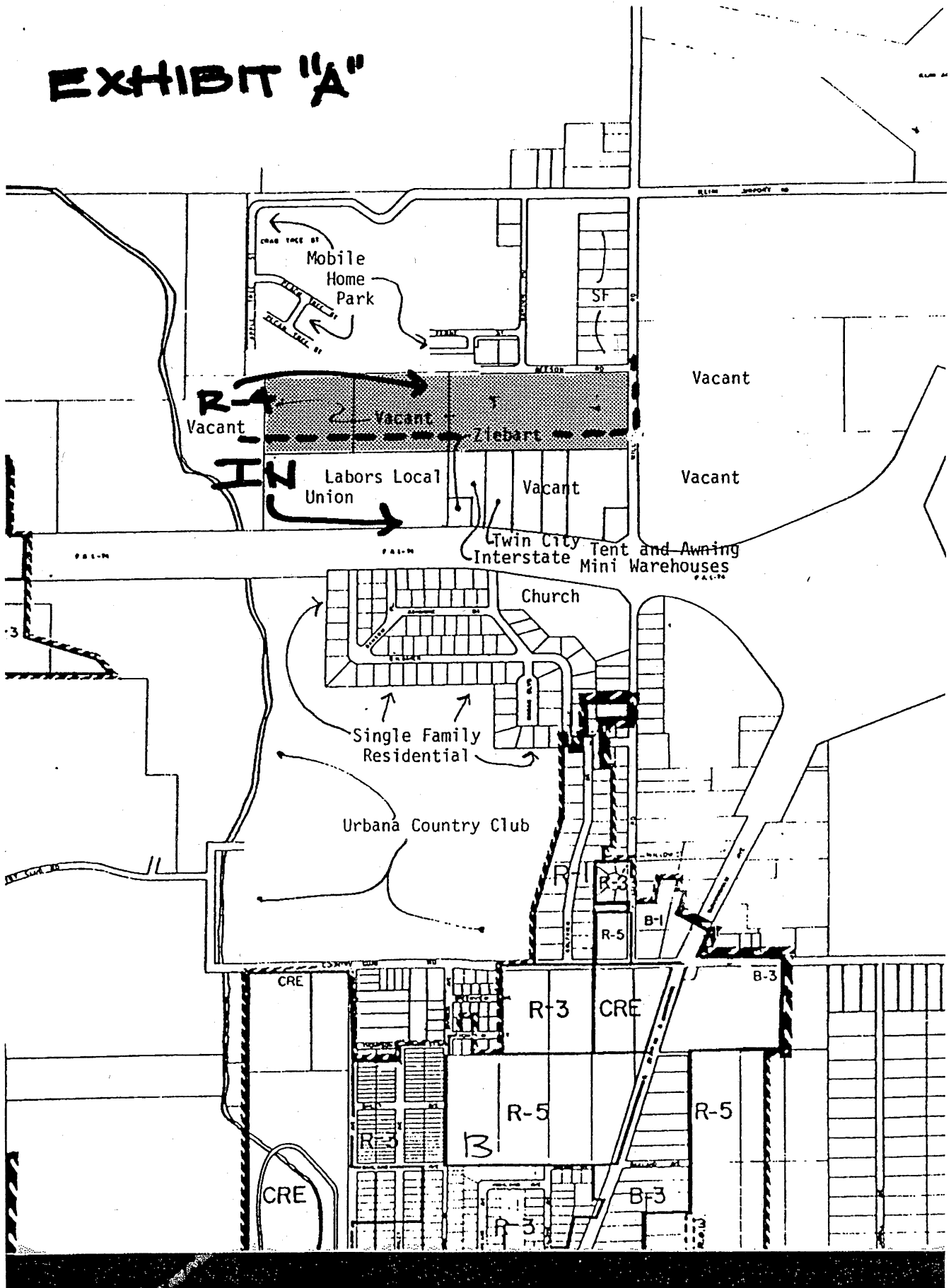






EXHIBIT "B" GENERALIZED  
LAND USE

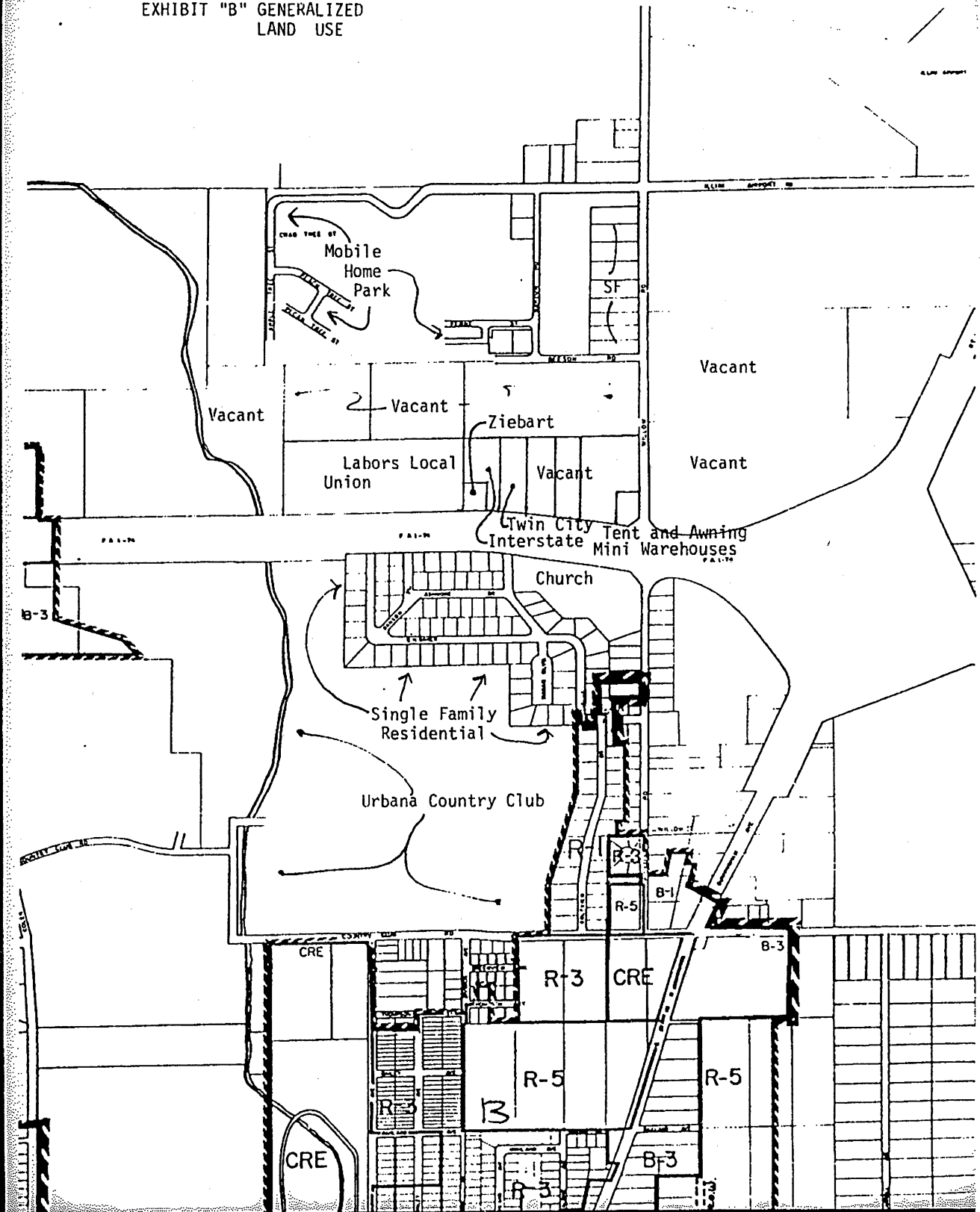
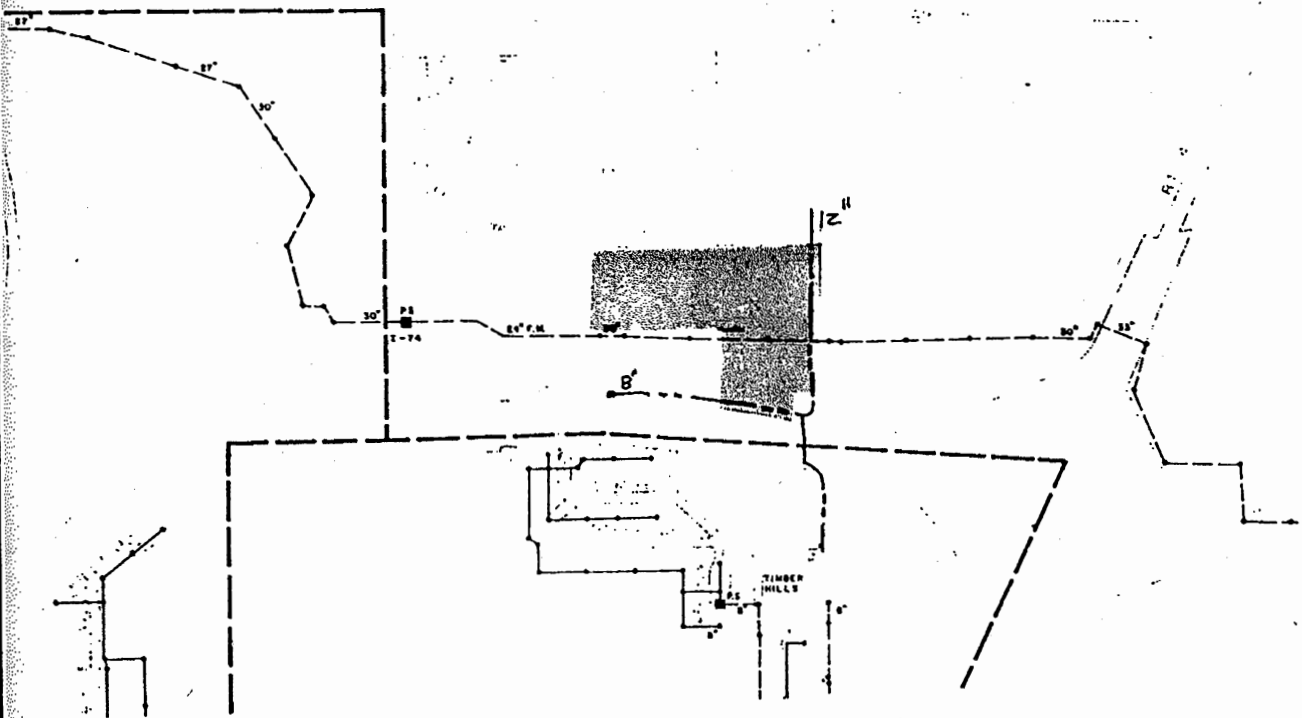


EXHIBIT "C"

LOCATION OF UTILITIES



LEGEND

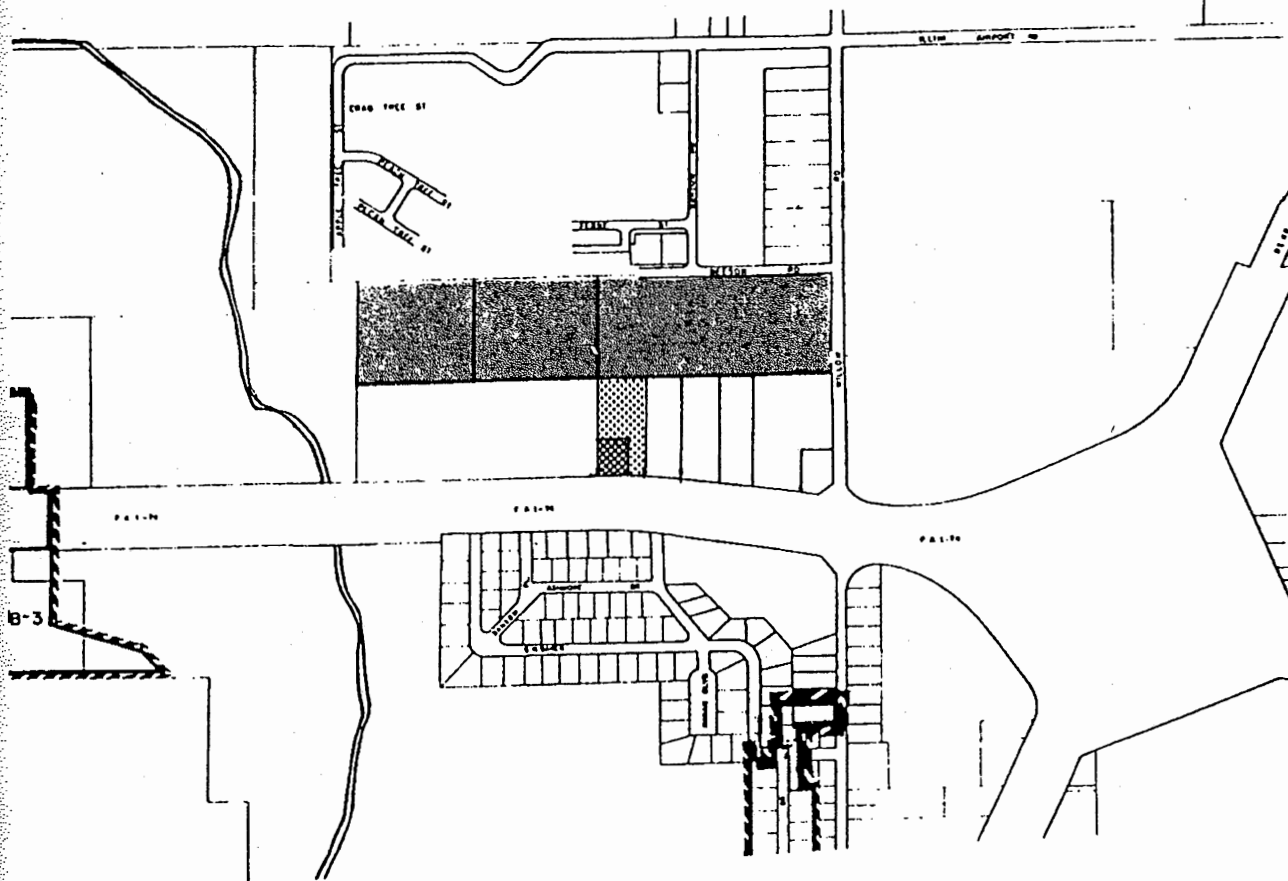
- General Location of Affected Parcels
- Sanitary Sewer
- Water Line

Scale: 1" = 800'






EXHIBIT "D"

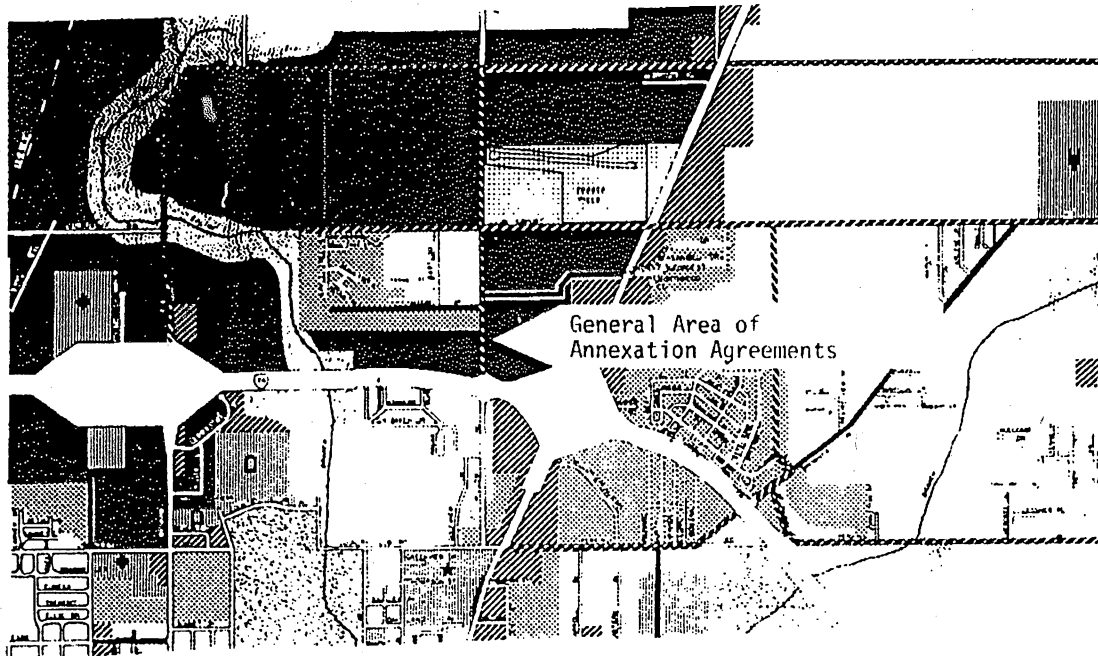
AREAS AFFECTED BY EACH AGREEMENT



LEGEND

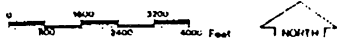
-  - Affected by Annexation Agreement #1
-  - Affected by Annexation Agreement #2
-  - Affected by Annexation Agreement #3

COMPREHENSIVE PLAN MAP DESIGNATION



URBANA, ILLINOIS  
 OFFICIAL COMPREHENSIVE PLAN MAP 1982  
 Showing Future Land Use and Proposed Arterial and Collector Streets

<p>LOW DENSITY RESIDENTIAL</p> <p>MEDIUM DENSITY RESIDENTIAL</p> <p>HIGH DENSITY RESIDENTIAL</p> <p>INSTITUTIONAL</p> <p>♦ UTILITY      ● MEDICAL</p> <p>★ GOVERNMENTAL      ▲ RELIGIOUS</p> <p>Ⓜ EDUCATIONAL      □ CEMETERY</p>	<p>COMMERCIAL</p> <p>INDUSTRIAL</p> <p>RECREATION - PUBLIC</p> <p>RECREATION - PRIVATE</p> <p>CONSERVATION</p> <p>AIRPORT</p>	<p>AGRICULTURAL VACANT</p> <p>BUSINESS DEVELOPMENT AND REDEVELOPMENT AREA BOUNDARY</p> <p>Proposed:</p> <p>Principal Arterial</p> <p>Minor Arterial</p> <p>Collector</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

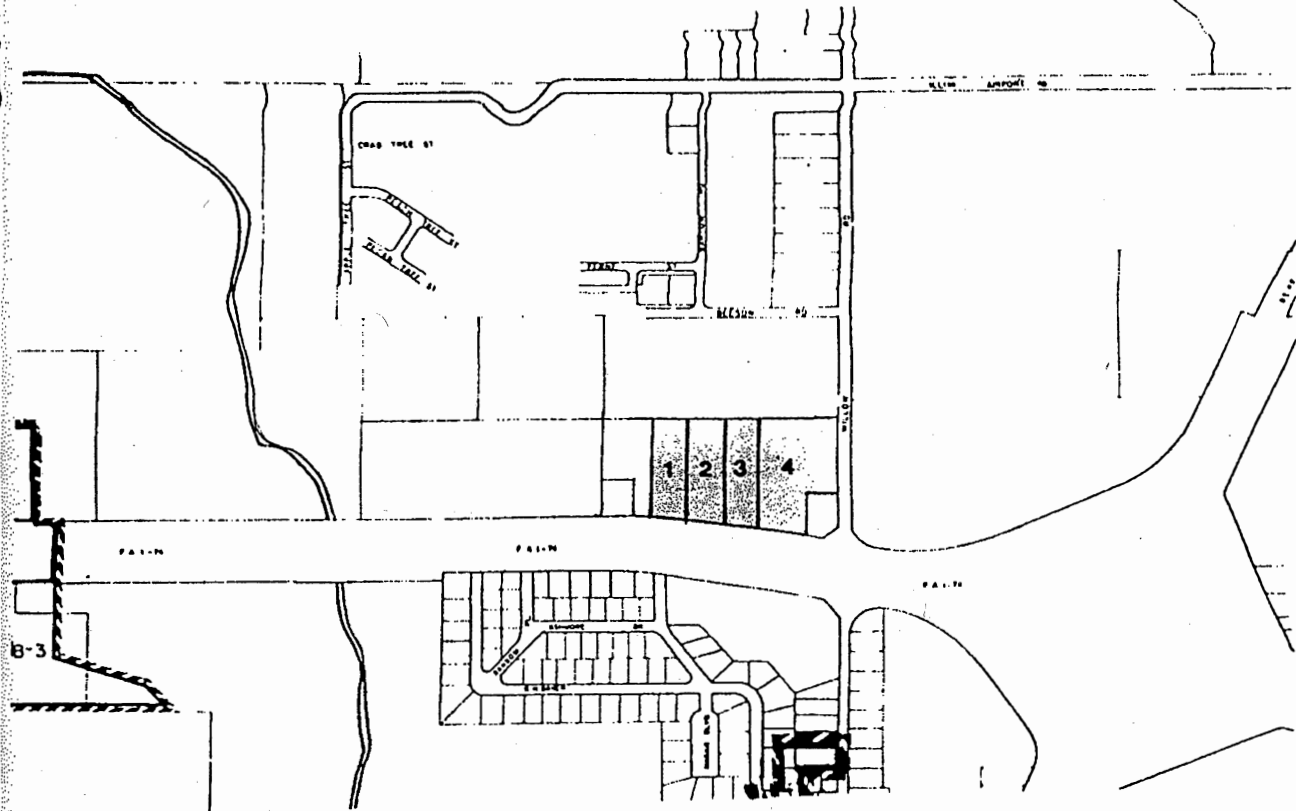


This map was prepared by Chicago & North Western Planning Commission

15

EXHIBIT "G"

LOCATIONS OF AREAS WITH EXISTING AGREEMENTS

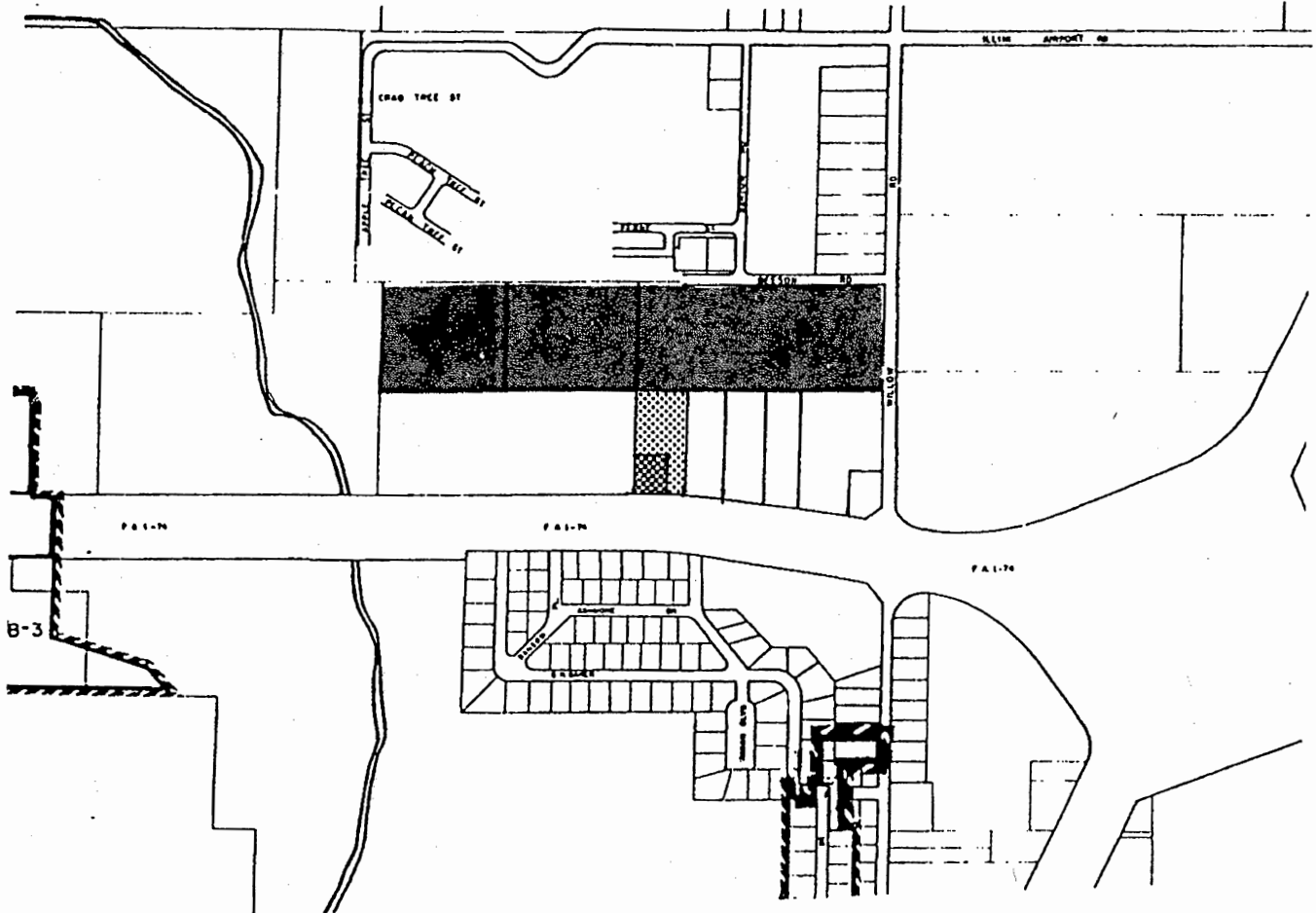


LEGEND




- 1 - Twin City Tent and Awning Property
- 2-4 - Harry Gill Company Properties

EXHIBIT "D"

AREAS AFFECTED BY EACH AGREEMENT



LEGEND

-  - Affected by Annexation Agreement #1
-  - Affected by Annexation Agreement #2
-  - Affected by Annexation Agreement #3



# CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION

1303 NORTH CUNNINGHAM AVE.

P.O. BOX 339

URBANA, IL 61801-0339

(217) 328-3313

Harry Gill Annexation  
Agreement passed by Council  
12/03/84 - The two annexation  
agreements for William  
Meade passed by Council on  
12-17-84

TO: Urbana City Council

FROM: Phil Hanegraaf, Associate Planner

DATE: November 27, 1984

SUBJECT: William Meade and Harry Gill Company Annexation Agreement (Summary Memo)

The Plan Commission, at a Special Meeting held November 15, 1984, has recommended by a unanimous vote (6-0) approval of annexation agreements for property located north of I-74 between Lincoln Avenue and Willow Road owned by the Harry Gill Company and Mr. William Meade. The Gill Company property is approximately 31 acres in size, currently zoned R-3, Single Family and Duplex Residence in Champaign County, and is to be annexed as R-4, Medium Density Multiple Family Residential which is in accordance with Urbana's 1982 Official Comprehensive Plan Map. The two William Meade properties are occupied by Ziebart Rust Proofing and Interstate Mini Warehouses, one zoned I-1, Light Industry in Champaign County and would be annexed to the City of Urbana as IN, Industrial. Details of the contents of the agreements and related materials are further described in the attached Plan Commission materials.

Following the Plan Commission's approval of these agreements, Mr. Meade has requested that both the Ziebart and Interstate Mini Warehouse agreements be amended. The original drafts are depicted as Annexation Agreements #2 and #3 in the attached memorandum. The amended agreements are attached to the back of this packet. The owners purpose in requesting changes to the agreements are as follows:

Ziebart Rust Proofing (Agreement #2)

1. The owner has requested that the provisions under paragraph No. 4 be changed to delete any reference to screening. This was a requirement under Champaign County Zoning and the owner feels the requirement serves no purpose since it would only screen the Laborer's Hall to the west.

Interstate Mini Warehouses (Agreement #3)

1. The owner has requested that the provisions under paragraph No. 4 be amended to further clarify the existing accessory uses of empty fuel truck storage and wrecked semitrailer storage be allowed to exist as currently used. Further, the owner has requested the City honor the existing right to use the Interstate Mini Warehouses structure for a future wrecker service consisting of office space and wrecker truck storage.

At this point in time, I understand the owner finds the amended copies of the annexation agreement to be acceptable.

PH:vas

Attachments



# CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION

1303 NORTH CUNNINGHAM AVE.

P.O. BOX 339

URBANA, IL 61801-0339

(217) 328-3313

TO: Urbana Plan Commission  
FROM: Phil Hanegraaf, Associate Planner  
DATE: November 2, 1984  
SUBJECT: Proposed Annexation Agreements; Harry Gill Company and William Meade.

Although the Plan Commission does not hold public hearings on annexation agreements, it has been customary for the Commission to comment on the content of such agreements for City Council to consider.

The attached annexation agreements represent a number of parcels located generally north of I-74 between Lincoln Avenue and Willow Road. Each of 3 individual agreements are attached and numbered in the upper right hand corner which corresponds to the agreement numbering following this paragraph commenting on the proposals. Attached as Exhibit "A" and "B" are maps depicting Zoning and land use for the areas surrounding the parcels to be annexed. Further, attached as Exhibit "C" is a map showing the location of existing utilities and attached as Exhibit "D" is a map showing the location of areas affected by each individual agreement.

## AGREEMENT #1

The first agreement is for land owned by the Harry Gill Company which represents a total of 31 acres of vacant property. Under the terms of the agreement, the property which is now zoned R-3, Single Family and Duplex Residential in Champaign County would be annexed to the City of Urbana as R-4, Medium Density Multiple Family Residential. Urbana's 1982 Official Comprehensive Plan Map (Please see Exhibit "E") designates the site for Medium Density Residential Uses which is representative of the terms of the annexation agreement. The Harry Gill Company has requested that fire hydrants be placed upon the property as the need arises through future development. The location of hydrants is commonly determined through the Urbana Fire Department. As a rule of thumb, hydrants are placed at a distance no greater than 500' apart to allow a service radius of 250' around each hydrant. The Illinois Water Company absorbs the cost for installation of the hydrants and the City does not have any upfront costs. However, the City will have to pay approximately \$191.00 per year for a maintenance fee for each hydrant within the corporate limits. Currently, there is no need to install any hydrants on the subject site.

The only other costs to the City that would result in annexing this property would be the maintenance of a portion of Willow Street located to the east and immediately adjacent to the site. Mr. Jim Darling, Director of Public Works, has estimated the approximate cost to maintain the portion of the street to be \$1,100 per annum (Please see Exhibit "F"). As has been done in the past, Mr. Darling feels the City could contract with the township to provide for snow removal which represents an in-kind service.

## AGREEMENT #2

The tract which is .60 acres in size is immediately south of the Harry Gill property and is owned by Mr. William Meade. The property is occupied by a Ziebart Rust Proofing Shop and small storage yard for wrecked vehicles immediately behind the principal structure (Please see map following agreement). The accessory use of wrecked vehicle storage in Champaign County is a nonconforming use since it is determined to be an additional principal use of the property. However, Mr. Walden has determined such a use could be accessory to the principal use in the City of Urbana. Thus, the annexation agreement recognizes the current storage yard to be legitimate and to permit it to continue.

Under the conversion table contained in Article IV, Districts and Boundaries of the Zoning Ordinance, I-1, Light Industry in Champaign County translates into IN, Industrial in the City of Urbana. The subject site is currently zoned I-1 in the County and would be annexed into the City as IN. Urbana's 1982 Official Comprehensive Plan Map designates the site for Industrial uses (Please see Exhibit "E"). Finally, the Community Development Services Department has found all other improvements to be in conformance with the requirements of the Zoning Ordinance.

## AGREEMENT #3

The property under consideration here is also owned by Mr. William Meade and is principally occupied and used for rent of mini warehousing space (Intereste Mini Warehouses). Further, the property is also used for short-term parking of empty semi-trailer fuel tanks. The Urbana Fire Department has inspected the premises and has not noted any increased fire hazards due to the existence of the tanks on the premise. Thus, the annexation agreement recognizes the current storage use.

Further, the existing free-standing sign on the site would be located in the 25' minimum required front yard under City IN zoning and therefore much nonconforming. The Champaign County Zoning Ordinance permits free-standing signs to be located in a required front yard. A permit for the sign in question was issued through the Champaign County's Zoning Administrator's Office. Since the sign was lawfully erected in the County, staff feels it would be appropriate and act as an incentive to annexation to apply the nonconforming sign provisions of the Champaign County Zoning Ordinance which would allow the sign to remain as nonconforming until it is voluntarily removed or suddenly damaged or destroyed or other Act of God wherein the cost of damage exceeds 60% replacement, costs of the sign.

All other uses of the land meet the development regulations of the Zoning Ordinance. Since the property is zoned I-1 Light Industry in Champaign County, under the conversion table, it would come into the City as IN, Industrial. Further, Urbana's 1982 Official Comprehensive Plan Map designates the site for Industrial uses.

#### OTHER EXISTING AGREEMENTS FOR PARCELS IN THE IMMEDIATE VICINITY.

A number of parcels, as depicted in Exhibit "G" represent properties for which the City already has annexation agreements. As depicted in Exhibit "G", tract 1 is owned by Twin City Tent and Awning Manufacturing and is ~~improved~~ with a structure approximately \$500,000 in industrial revenue bonds in 1981 to assist Twin City Tent and Awning in financing the acquisition and construction of the current improvements. As part of the agreement between the City of Urbana and Twin City Tent and Awning, a condition was stipulated that the company petition to annex once the property becomes contiguous to the City (Please see excerpt from agreement attached as Exhibit "H").

Finally, as part of the Owner's Certificate in recording the Plat of Harry Gill Second Subdivision, tract 2, 3 and 4 shown in Exhibit "G" are also to be annexed once the property becomes contiguous (Please see Owner's Certificate, Exhibit "I").

In addition, as shown in the attached memorandum from Chief Troeger (Please see Exhibit "J") the City would have some difficulty offering Police and Fire protection to the sites based on response and travel times increased due to I-74 creating a natural barrier limiting north/south linkages.

#### REQUIRED ACTION

Since the Public Hearing on the agreements is for the City Council meeting of November 19, 1984, there will be only one Plan Commission meeting (November 8, 1984) prior to Council consideration of the agreements. Thus, the Commission should make comment and recommend to City Council at the November 8, 1984 meeting.

PH:bd



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and The Harry Gill Company, a Delaware Corporation, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, The Harry Gill Company, a Delaware Corporation, is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana as R-4 (Medium Density-Multiple Family Residential) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as as soon as the parcel becomes contiguous:

The West 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The East 7.50 acres of the North 495 feet of the Southwest Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, and

The North 486.74 feet of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, except the East 30 feet thereof, which is public right-of-way commonly known as Willow Road; containing 16.17 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from The Harry Gill Company, a Delaware Corporation, or its successor in title, enact an ordinance annexing the said real estate to the City of Urbana, and immediately thereafter shall enact an ordinance zoning the above to R-4 (Medium Density-Multiple Family Residential).

4. It is agreed that fire hydrants shall be installed within public rights of way to serve the subject parcel in accordance with specifications of the Urbana Fire Department as development dictates.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

THE HARRY GILL COMPANY,  
a Delaware Corporation,

By \_\_\_\_\_  
Jeffrey T. Markland, Mayor

By \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Ruth S. Brookens, City Clerk

Attest \_\_\_\_\_  
Secretary

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and William Meade, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, William Meade is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana IN (Industrial) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as soon as the subject parcel becomes contiguous:

Lot 1 of the Replat of Lot 1 of the Harry Gill Subdivision located in the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, containing .60 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from William Meade or his successor in title, enact an ordinance annexing the said real estate to the City of Urbana.

4. In consideration of the fact that the subject parcel at this time has existing multiple uses and signs, all in accordance with duly issued county permits, it is agreed that the existing accessory use of automobile storage yard shall be allowed to continue, but may not be increased in area or intensity, and at all times shall remain adequately screened on the western boundary thereof.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

By \_\_\_\_\_  
Jeffrey T. Markland, Mayor

\_\_\_\_\_  
William Meade

Attest \_\_\_\_\_  
Ruth S. Brookens, City Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and William Meade, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, William Meade is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana IN (Industrial) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as soon as the subject parcel becomes contiguous:

Lot 2 of the Replat of Lot 1 of Harry Gill Subdivision located in the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, containing 2.15 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from William Meade or his successor in title, enact an ordinance annexing the said real estate to the City of Urbana.

4. In consideration of the fact that the subject parcel at this time has existing multiple uses and signs, all in accordance with duly issued county permits, it is agreed that the existing accessory use of truck parking shall be allowed to continue so long as the trucks parked on the subject parcel are parked only when empty and there is otherwise no increase in intensity of said accessory use, and the existing signage, to-wit: Interstate Mini-Warehouses, may continue to exist until it is voluntarily removed or sudden damage or sudden destruction or other Act of God wherein the cost of the damage exceeds 60% replacement cost of the sign.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

By \_\_\_\_\_  
Jeffrey T. Markland, Mayor

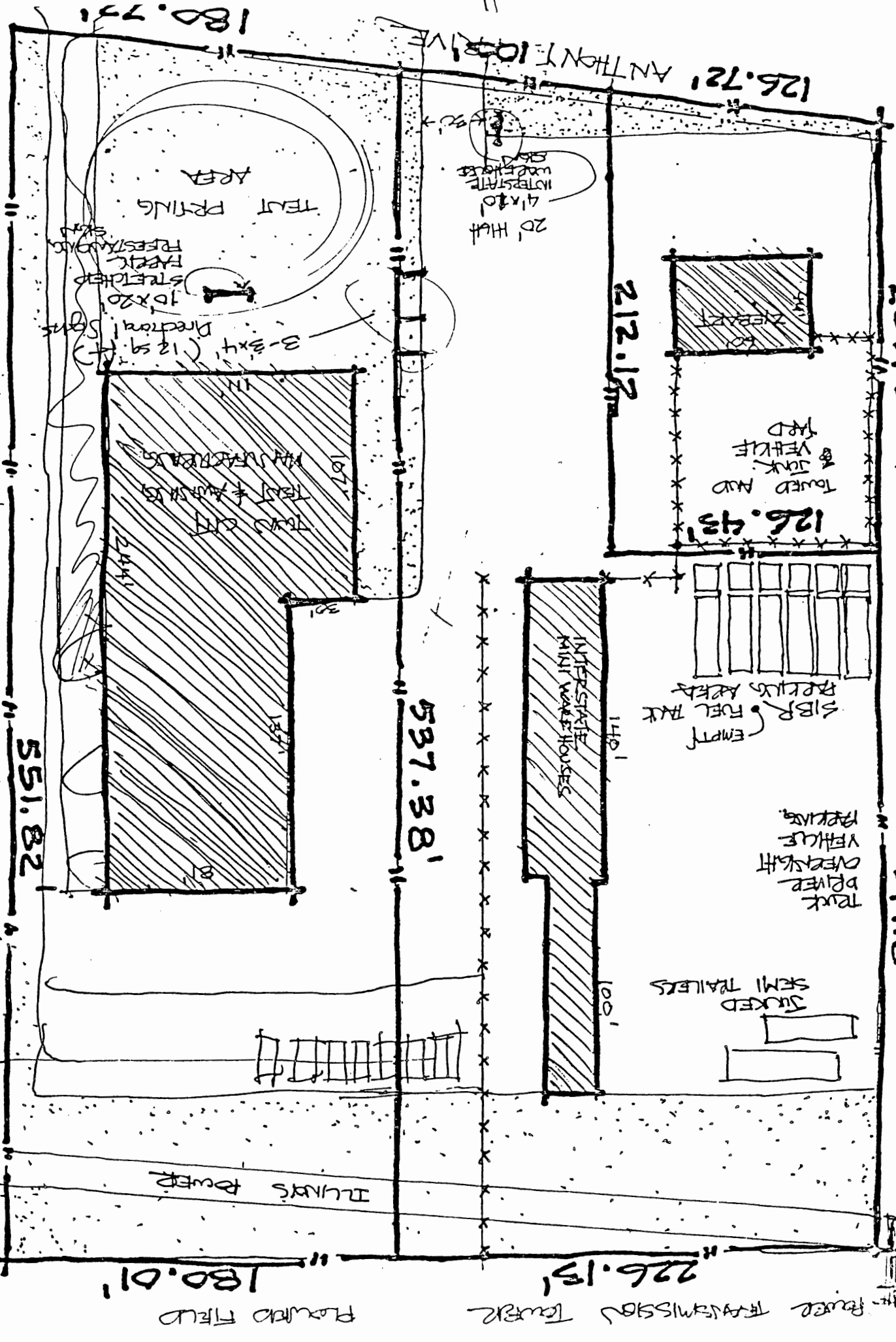
\_\_\_\_\_  
William Meade

Attest \_\_\_\_\_  
Ruth S. Brookens, City Clerk

NORTH

SCALE: 1" = 60 FT.

FLOWER FIELD



180.71'

126.72' ANTHONY DRIVE

203.51' FLOWER

212.17'

126.43'

597.38'

INTERSTATE MINI WAREHOUSES

319.61'

140'

100'

551.82'

226.13' FLOWER TRANSMISSOR TOWER

180.01'

FLOWER FIELD

ILLINOIS POWER

STUCK SEMI TRAILERS

TRUCK DRIVER OVERNIGHT

VEHICLE REPAIRING

EMPTY

FUEL TANK

REPAIRS AREA

TOWED AND JUNK VEHICLE

ZEBRA

20' HIGH INTERSTATE WAREHOUSE

TEST PRINTING AREA

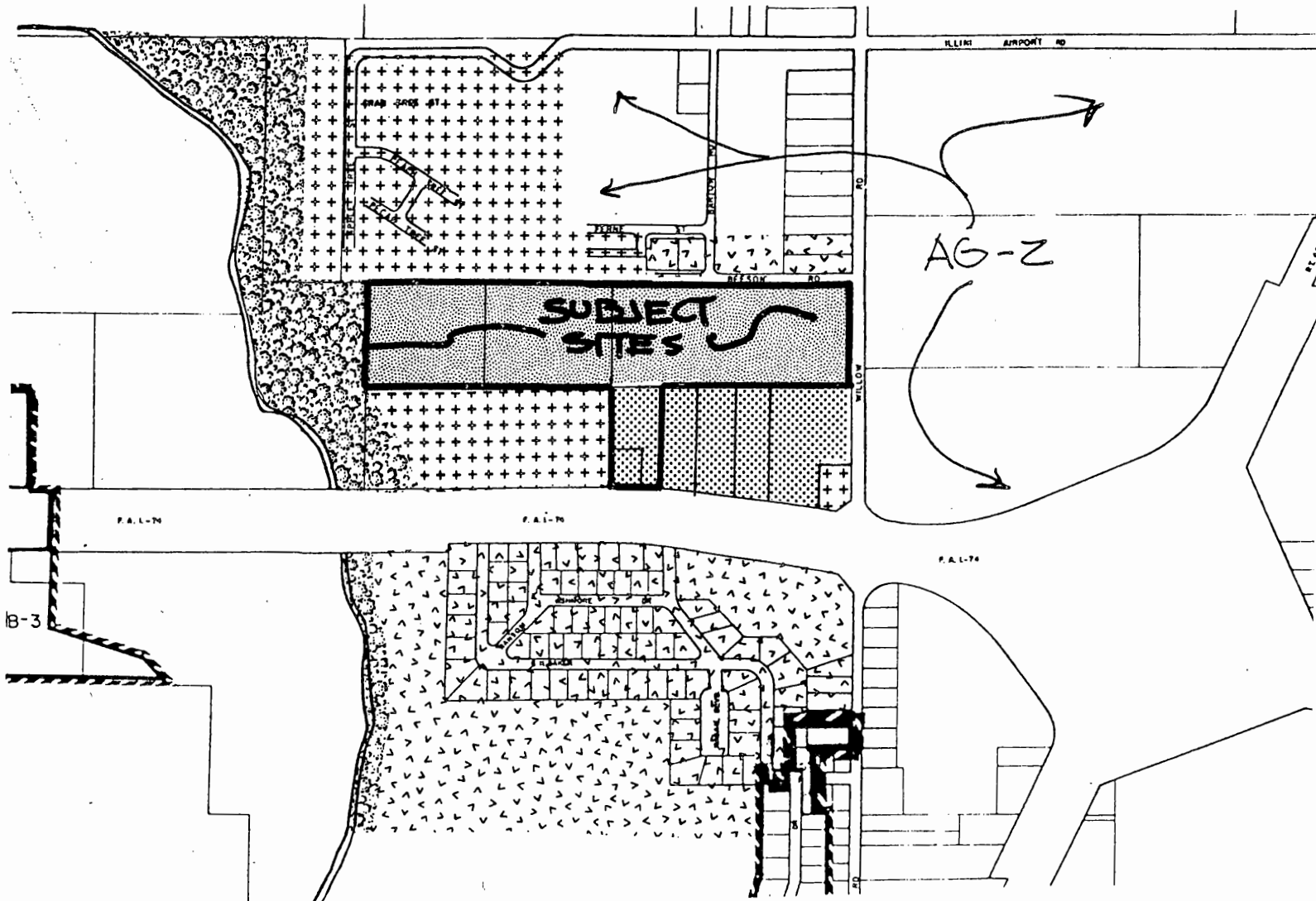
10x20 STRENGTHENED FACILITY FRESHWATER SPRING

3-3x4 (12 sq ft) Directional Sign






TESTING & ANALYSIS TESTING AREA



SURROUNDING ZONING

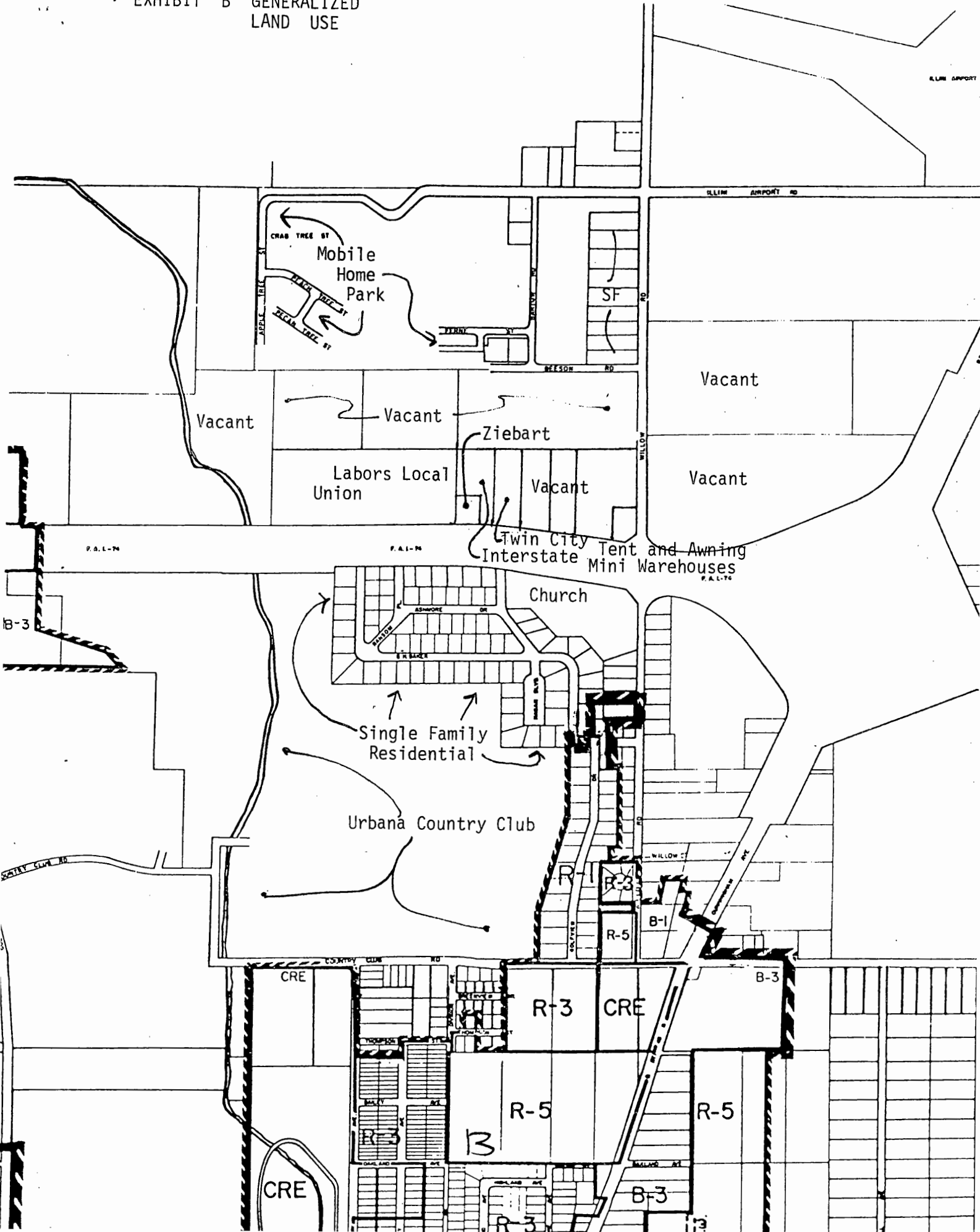


LEGEND CHAMPAIGN COUNTY ZONING

-  - CR, Conservation and Recreation
-  - R-1, Single Family Residential
-  - R-3, Single Family and Duplex Residential
-  - R-5, Mobile Home Park
-  - I-1, Light Industrial

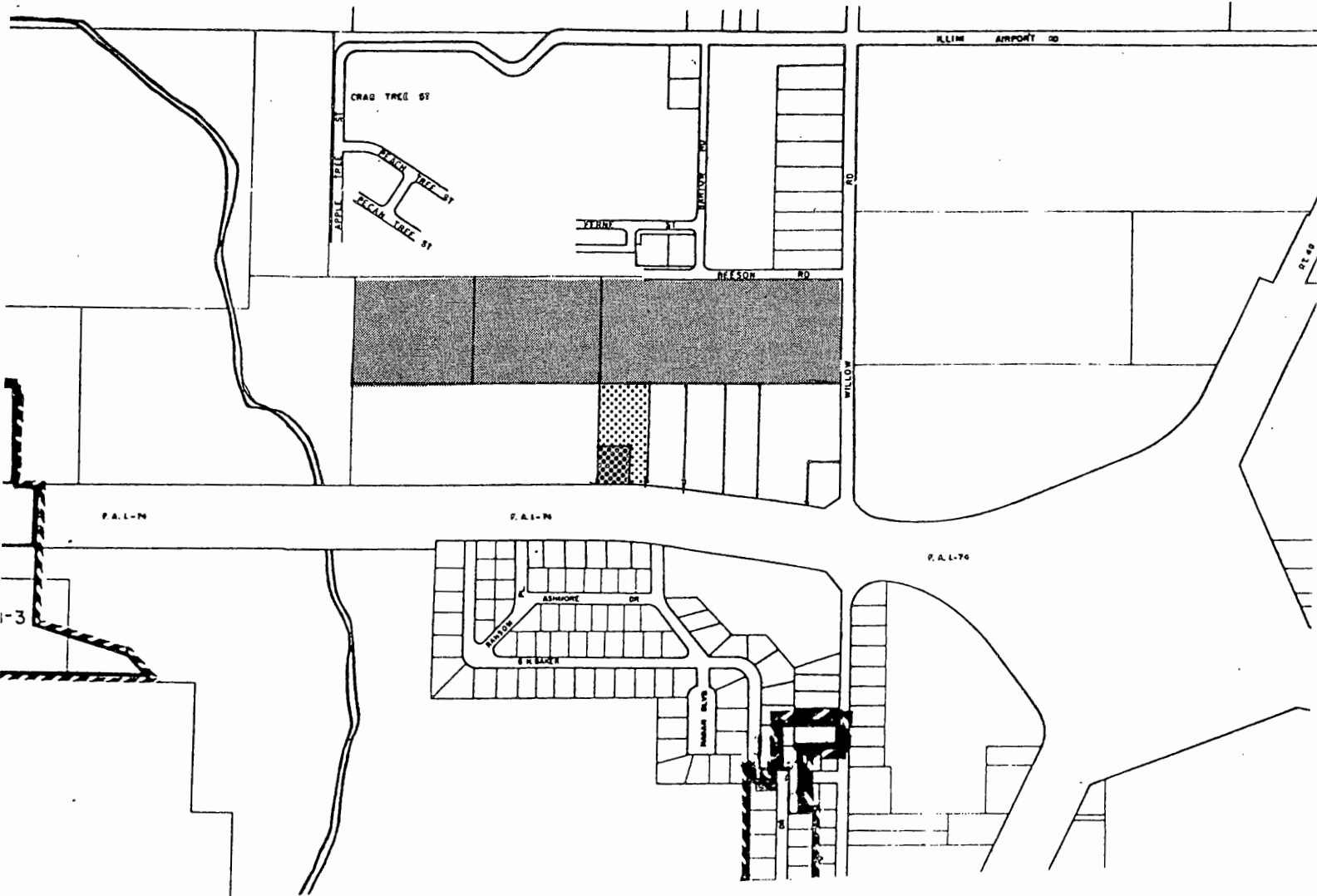
Scale: 1" = 800'

EXHIBIT "B" GENERALIZED  
LAND USE








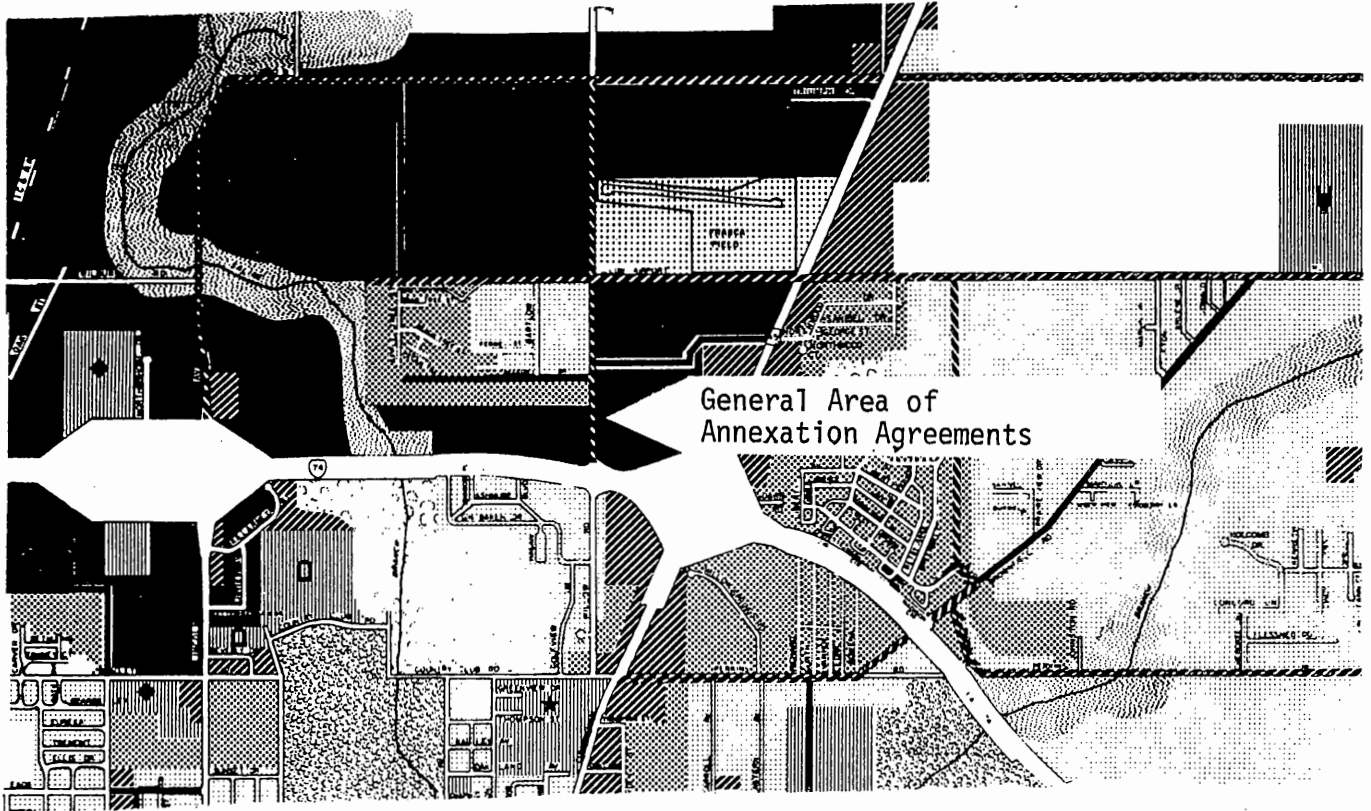
AREAS AFFECTED BY EACH AGREEMENT



LEGEND

-  - Affected by Annexation Agreement #1
-  - Affected by Annexation Agreement #2
-  - Affected by Annexation Agreement #3

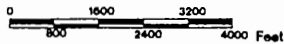
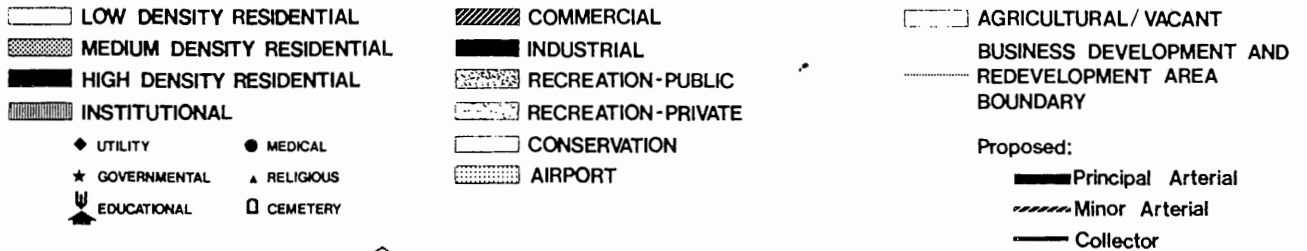
COMPREHENSIVE PLAN MAP DESIGNATION



URBANA, ILLINOIS

OFFICIAL COMPREHENSIVE PLAN MAP 1982

Showing Future Land Use and Proposed Arterial and Collector Streets



This map was prepared by Champaign County Regional Planning Commission.

EXHIBIT "F", MEMORANDUM FROM DIRECTOR OF  
City of Urbana, Illinois PUBLIC WORKS  
DEPARTMENT OF PUBLIC WORKS  
OFFICE MEMORANDUM

**TO:** Phil Hanegraaf  
**FROM:** Jim Darling  
**DATE:** November 1, 1984  
**SUBJECT:** Willow Road/Annexation

Based on our conversation concerning the pending annexation of approximately 500' of Willow Road north of I-74, I would offer the following.

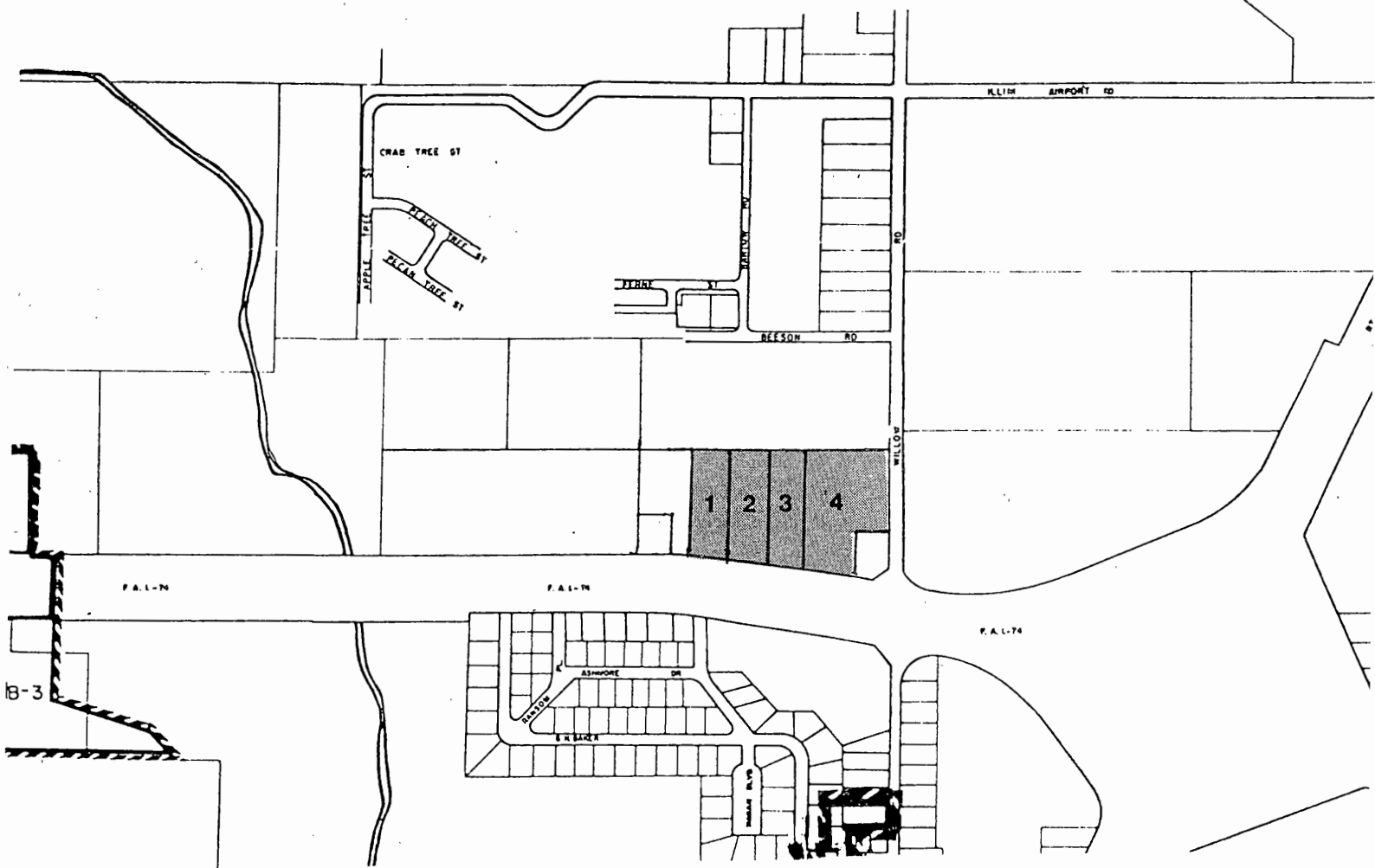
In terms of maintenance, there are two costs that will be incurred by the City immediately. First is the cost of systematic maintenance which includes resurfacing the roadway every two years or so with an oil and chip treatment. The annualized contract price for this exclusive of in-house preparation work is approximately \$1100 per year. Second is the cost of snow removal in indirect dollars. As a practical matter, given the location of the section, we would continue to rely on the Township to remove snow in exchange for in-kind services from Public Works. This arrangement works well in other locations and does not create any difficulty.

In terms of long-term capital replacement, the assumption of responsibility for the roadway by the City is a liability. However, given the relatively low traffic volume at present, I would estimate that the existing rural cross-section, with appropriate maintenance, will be sufficient for the foreseeable future.

In summary, the additional roadway responsibilities do not outweigh the advantages of the proposed annexation.

JSD:rf

LOCATIONS OF AREAS WITH EXISTING AGREEMENTS



LEGEND

- 1 - Twin City Tent and Awning Property
- 2-4 - Harry Gill Company Properties

2. That a primary inducement to the Company in locating the Project near the corporate limits of the Issuer is the intent of the Issuer to acquire, construct and equip the Project through the issuance of its revenue bonds and to lease the Project to the Company pursuant to the provisions of the Enabling Ordinance or to loan the revenue bond proceeds to the Company for the same purposes.

3. That it is desirable that the Company rather than the Issuer arrange for the acquisition, construction and the equipping of the Project in order to insure that the Project will conform to the requirements of the Company, or its assigns, for whose use the Project is to be designed.

4. That if for any reason the aforesaid bonds are not issued the Issuer shall in no way be liable in damages or otherwise, to any party for such failure of consummation of the financing.

5. That the Company represents that the Project site is not contiguous to the corporate limits of the Issuer. The foregoing notwithstanding, if at any time the site upon which the Project is to be located becomes contiguous to the Issuer to the extent that a petition in connection therewith could cause the annexation of such property, the Company will expeditiously, and without request by the Issuer, submit such petition for action by Issuer's City Council concerning annexation.

6. That this intent shall inure to the benefit of the parties thereto and their respective successors and assigns.

7. That this intent may be executed in separate counterparts, all of which shall be deemed a single instrument.

IN WITNESS WHEREOF, the City of Urbana, Illinois, acting by and through its Mayor, has caused its corporate name to be



EXHIBIT "I", OWNERS CERTIFICATE, HARRY GILL SECOND SUBDIVISION

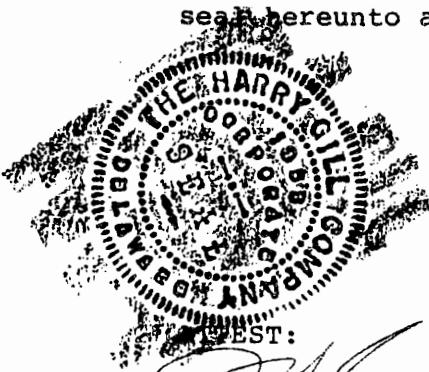
construction costs shall be paid by the owner of the lot involved at the time a connection is made.

4. The owner of each lot shall within six months of written notification to said owner by the City Clerk of the City of Urbana that said lot is contiguous to the City of Urbana, submit a properly executed petition for annexation to the said City Clerk for action thereon by the Urbana City Council.

IN WITNESS WHEREOF, The Harry Gill Company, has caused these presents to be executed in its behalf by its Vice President, attested by its Secretary, and the corporate seal hereunto affixed, this 16 day of March, 1983.

THE HARRY GILL COMPANY

By: W. O. Freeman  
President



J. H. Connelly  
Secretary

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF CHAMPAIGN )

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that William O. Freeman, the President, and Joseph H. Connelly, the Secretary,



# CITY OF URBANA

400 SOUTH VINE STREET • URBANA, ILLINOIS 61801

TREE CITY, USA

A NICE PLACE TO LIVE

OFFICE OF PUBLIC SAFETY

## MEMORANDUM

To: Philip Hanegraaf  
From: John L. Troeger, Public Safety Director  
Date: November 2, 1984  
Re: Annexations

I have the following comments in regard to the two annexations we discussed on November 1, 1984:

(1) Urbana Country Club:

Both of the proposed Country Club annexations-Country Club Drive and G. H. Baker Drive-are adjacent to current City protected properties. They are also easy to access and should not require any additional resources in and of themselves. As with any annexation, the cumulative effects of this and subsequent annexations would require additional police and fire personnel in the future.

(2) Harry Gill Annexation:

This annexation is mostly of unimproved land. The additional buildings should not cause a protection problem for the Fire Department, with the exception of the travel route for Station #3-N. Lincoln Avenue.

The Police Department cannot be expected to provide normal routine protection for the area, as it is somewhat detached from properties currently served; and it only has a single point of access.

JLT:krs

Minutes of Special Meeting

Urbana Plan Commission  
Urbana City Building  
400 South Vine  
Urbana, Illinois 61801

DATE: Thursday, November 15, 1984

TIME: 7:30 p.m.

PLACE: Council Chambers, Urbana City Building

---

MEMBERS PRESENT: Commissioner Evans, Gunsalus, Moreland, Smith, Schenk, and Chairman Langan.

STAFF PRESENT : Ruth Brookens, Libby Buhr, Phil Hanegraaf, Jack Waaler (arrived late).

OTHERS PRESENT : Katherine Andert, Lee Andert, Joan Barr, Tom Berns, J. Robert Fleming, Phil Glende, Allean Hale, Raymond Kimpel, Robert McDonald, J. A. McMullen, Don Monteith, R. B. Sandell, Del Smith, Janet C. Smith, Bernadine Stake, K. G. Talbot, Frieda Wascher.

---

1. Call to Order, Roll Call

Chairman Langan called the meeting to order at 7:35 p.m. and declared a quorum present.

Chairman Langan said the purpose of this meeting tonight is to discuss three annexation agreements which have been referred to this Commission for consideration and recommendation to the City Council. He said the Commission does not hold public hearings on annexation agreements. He said that function is served by the City Council. Chairman Langan said public hearings will be held by the City Council concerning all three of these annexation agreements, Monday November 19, 1984.

2. New Business

A. Annexation Agreements between the City of Urbana and:

i. Mr. William Meade

Mr. Hanegraaf said this property is located north of I-74 and is between Willow Road and Lincoln Avenue. He said there are two separate annexation agreements for the properties. He said these properties are commonly known as Zeibart and Interstate Miniwarehouse by virtue of the uses that are on the land. Mr. Hanegraaf said the annexation agreements have been requested on the two properties based on the fact that there are few outstanding conditions on each piece of property that the owner wished to be handled separately. Mr. Hanegraaf said the first tract which is Zeibart Rustproofing has a small storage yard for wrecked vehicles immediately behind the principal structure. He said the owner wishes to have this annexed and recognized to be a current legitimate use in the district as part of the annexation agreement. He said the zoning of the property is I-1, Light Industrial in Champaign County and under the City of Urbana's Zoning Ordinance the property would come

into the City under the conversion table as IN zoning. Mr. Hanegraaf said the zoning would be in accordance with what would normally be translated as part of the Urbana Zoning Ordinance. He said the 1982 Urbana Comprehensive Plan Map designates this area for future industrial use.

Chairman Langan asked other than the truck parking is there any other waivers of the Ordinance being requested. Mr. Hanegraaf said there is an existing sign on the property that is within the setback requirements which would normally be applied through Urbana's Zoning Ordinance. He said in the County, freestanding signs are permitted to stand, remain, or be erected within a required front yard. He said this is not the case within the City. He said the sign has received a permit and has been approved by the County Zoning Administrator so staff felt that since the sign was lawfully erected in the County and would become nonconforming due to the annexation it would seem rational to allow the owner to be able to honor the nonconformity through which it would be handled under the County Zoning Ordinance which would in effect allow the sign to stand until some damage, destruction or Act of God wherein the cost of the damage exceeds 60 percent of the replacement costs of the sign.

Dr. Schenk moved, seconded by Mr. Smith, that the Plan Commission recommend to City Council approval of annexation agreement #2 concerning mini-warehousing as per staff recommendation.

The vote was:

Mrs. Evans	Yes	Mr. Smith	Yes	Mrs. Moreland	Yes	Dr. Schenk	Yes
Ms. Gunsalus	Yes	Chairman Langan	Yes				

The motion carried.

Mr. Hanegraaf said the other Meade annexation agreement is agreement #3 in the Commission packet. He said the first agreement necessitated Commission review because of signage and existing accessory use of storage. He said this agreement concerns accessory storage of the tow junk and vehicle yard. Mr. Hanegraaf said the petitioner wished upon annexation to be certain that the owner is permitted to be able to continue the use of that current existing use and area for tow junk vehicles as an accessory to the Zeibart Rustproofing Shop.

Chairman Langan said a condition of the agreement is that adequate screening be maintained on the western boundary. Mr. Hanegraaf said the County Zoning Administrator had requested this as part of the permit and is contained in the County Zoning Ordinance that junk vehicles or storage yards be adequately screened from adjacent properties. Mr. Hanegraaf said there are large trees in existence currently and that had been sufficient for screening in the past and the annexation recognizes that past permitting requirement.

Mr. Smith moved, seconded by Dr. Schenk, that the Plan Commission recommend to City Council approval of annexation agreement #3 as per staff recommendation.

The vote was:

Mrs. Evans	Yes	Mr. Smith	Yes	Mrs. Moreland	Yes	Dr. Schenk	Yes
Ms. Gunsalus	Yes	Chairman Langan	Yes				

ii. The Harry Gill Company

Mr. Hanegraaf said the Harry Gill property is immediately north of the Bill Meade properties. He said there are three tracts containing approximately 31 acres of vacant land. Mr. Hanegraaf said upon approval of the Harry Gill Replat as shown in the plan case as Exhibit "G" there are four lots in which the City of Urbana already has an annexation agreement for. He said the area north of that property is what is being considered in this agreement. He said the current zoning of the property is now R-3 Single Family and Duplex in Champaign County. He said Urbana's Comprehensive Plan Map depicts the area for future use as Medium Density Residential. He said the petitioner has asked the City to annex the property into the City with a zoning classification of R-4 consistent with the Comprehensive Plan Map. Mr. Hanegraaf said the only other true mechanical provision in the agreement is that the City provide for fire hydrants for fire service protection in the future. Mr. Hanegraaf said as a matter of policy once property comes into the City the fire department usually installs fire hydrants. He said concerning all of the agreements, John Troeger has noted that even though the property is vacant now the impact upon police and fire protection will need to be determined in the future.

Dr. Schenk moved, seconded by Mrs. Moreland, that the Plan Commission recommend approval of the Harry Gill Company annexation agreement to City Council as per staff recommendation.

The vote was:

Mrs. Evans	Yes	Mr. Smith	Yes	Mrs. Moreland	Yes	Dr. Schenk	Yes
Ms. Gunsalus	Yes	Chairman Langan	Yes				

The motion carried.

iii. Urbana Golf and Country Club

Mr. Hanegraaf said the City of Urbana has been working with the Urbana Golf and Country Club to annex two parcels of property of the Urbana Country Club with intentions to develop two smaller portions of those areas annexed for condominium development. He said the areas of the annexation agreement are two areas; one being along Country Club Road for a length of 1,100 feet between Golfview Drive and the Saline Ditch and the other area of annexation follows the southern boundary line of Timber Hills Subdivision which is adjacent to the City Limits to the east along Golfview Drive and follows along the boundary of Timber Hills Subdivision north up to I-74. He said the Country Club has requested annexation now because the Country Club would be able to take advantage of the benefits offered as part of the Enterprise Zone program. He said of this acreage there are two tracts to be zoned R-4 Medium Density Multiple Family Residential. He said the property that fronts Country Club Road is to be zoned entirely Multiple Family Residential. He said there is a tract a little less than 2½ acres at the southwest corner of Timber Hills Subdivision to be zoned R-4 for condominium use also. Mr. Hanegraaf said the annexation agreement provides that the property be developed for condominium uses alone and that a condominium association be set up through the Urbana Golf and Country Club to maintain control over the development of the proposed areas to be rezoned. He said a number of capital improvements have been outlined in the staff memorandum however what needs to be looked at closely is the impacts of zoning and land use. He said the Urbana Comprehensive Plan designates the area as private recreational, however, currently the property is zoned R-1 in Champaign County such that if the Country Club would cease in existence now conceivably subdivision plats could be submitted and the area developed as residential. He said staff feels that the Country Club is limiting itself to condominium

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and William Meade, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, William Meade is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana IN (Industrial) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as soon as the subject parcel becomes contiguous:

Lot 1 of the Replat of Lot 1 of the Harry Gill Subdivision located in the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, containing

.60 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from William Meade or his successor in title, enact an ordinance annexing the said real estate to the City of Urbana.

4. In consideration of the fact that the subject parcel at this time has existing multiple uses and signs, all in accordance with duly issued county permits, it is agreed that the accessory use of automobile storage yard shall be allowed to continue, but may not be increased in area or in intensity.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

By Jeffrey T. Markland, Mayor

William Meade

Attest Ruth S. Brookens, City Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Urbana, Illinois (hereinafter referred to collectively as the "Corporate Authorities"), and William Meade, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, William Meade is the owner of record of certain real estate, the legal description of which is set forth below, and

WHEREAS, Owner, to best utilize his property, finds it necessary and desirous that the said real estate described below be annexed to the City of Urbana and zoned upon its annexation to the City of Urbana IN (Industrial) under the Urbana Zoning Ordinance, and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City of Urbana on the terms and conditions hereinafter set forth would further the controlled growth of the City, assist the City in controlling the development of the area, and generally subserve the best interests of the City of Urbana,

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

1. This agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1983).

2. Owner covenants and agrees to file with the City of Urbana, Illinois, a proper petition to annex the real estate described below to the City of Urbana, Illinois as soon as the subject parcel becomes contiguous:



Lot 2 of the Replat of Lot 1 of Harry Gill Subdivision located in the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 9 East of the Third Principal Meridian, containing 2.15 acres, more or less, situated in Champaign County, Illinois.

3. The Corporate Authorities of the City of Urbana shall, within sixty (60) days after receipt of the petition for annexation from William Meade or his successor in title, enact an ordinance annexing the said real estate to the City of Urbana.

4. In consideration of the fact that the subject parcel at this time has existing multiple uses and signs, all in accordance with duly issued county permits, it is agreed that the existing accessory use of truck parking shall be allowed to continue so long as the fuel trucks parked on the subject parcel are parked only when empty and that the storage of damaged semi-trailers and trucks will be permitted and that there is otherwise no significant increase in intensity of said accessory uses, and the existing signage, to-wit: Interstate Mini-Warehouses sign, may continue to exist until it is voluntarily removed or sudden damage or sudden destruction or Act of God wherein the cost of the damage exceeds 60% of the replacement cost of the sign. Further, Owner may, as currently permitted under the Champaign County Zoning Ordinance, be allowed in the future to make use of the existing storage structure as office and storage space for a wrecker/towing service.

5. It is agreed that the terms of this agreement shall be binding upon the parties for a period of twenty (20) years, and any grantee or successor in title of the subject land shall be bound by the terms of this agreement during the term thereof.

6. The City Clerk of the City of Urbana, Illinois is directed to file a certified copy of this annexation agreement with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

THE CITY OF URBANA, ILLINOIS,  
a Municipal Corporation,

By \_\_\_\_\_  
Jeffrey T. Markland, Mayor

\_\_\_\_\_  
William Meade

Attest \_\_\_\_\_  
Ruth S. Brookens, City Clerk

Harry Gill Annexation Agreement  
(12/11/84) authorized by Ordinance  
No. 8485-40 on December 3, 1984  
is superseded by Harry Gill  
Annexation Agreement (2/24/89)  
authorized by Ordinance No. 8889-5  
on February 20, 1989.