

ORDINANCE NO. 8687-84

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT REGARDING EAGLE RIDGE SUBDIVISION

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

Section 1. That an Annexation Agreement by and between the City of Urbana, Illinois, and Busey Bank, as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of two-thirds (2/3rds) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

1987. PASSED by the City Council this 4th day of May

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

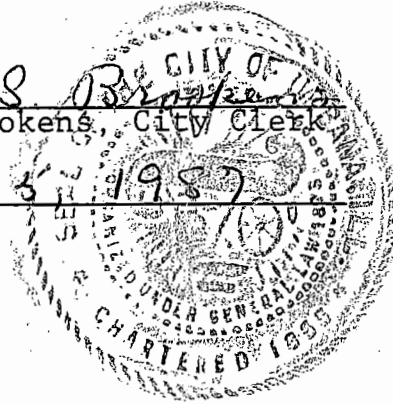
1987. APPROVED by the Mayor this 11<sup>th</sup> day of May

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8687-84 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

Date May 3 1987



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, A.D. 1987, by and between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "Corporate Authorities"), and BUSEY BANK, as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915 (hereinafter referred to as "Owner");

W I T N E S S E T H:

WHEREAS, BUSEY BANK, as Trustee under Trust No. 1-915, is the owner of record of certain real estate, hereinafter described, which is proposed to be platted and to be known as EAGLE RIDGE SUBDIVISION, hereinafter referred to in its entirety as the "DEVELOPMENT", and which real estate is contiguous to the corporate limits of the City of Urbana; and

WHEREAS, the real estate to be included in the DEVELOPMENT is legally described as follows:

The South Half (S 1/2) of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), all in Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, except currently platted areas and rights of way,

generally located at the Southeast Corner of Mumford Street and Philo Road and also East of that area as well as East of Southgate Shopping Center, and East of Lot 1 of Brooks First Subdivision, and containing approximately 69.87 acres; and

WHEREAS, the DEVELOPMENT is contiguous to and may be annexed to the City of Urbana, as provided in Article 7 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1985); and

WHEREAS, the subject property has heretofore been zoned R-1, R-2 and R-3 under the Champaign County Zoning Ordinance providing for single-family and duplex dwellings; and

WHEREAS, Owner, to best utilize this property, finds it necessary and desirous that the real estate described herein be annexed to the City of Urbana and rezoned B-3 (General Business), R-4 (Medium Density Multiple-Family Residential), and R-1 (Single Family Residential), all as shown on Exhibit "A" attached hereto, and legally described in Exhibit "C", under the now current Urbana Zoning Ordinance; and

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

WHEREAS, the Owner desires to have the DEVELOPMENT annexed to the City of Urbana upon certain terms and conditions hereinafter set forth; and

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

WHEREAS, pursuant to the provisions of Section 11-15.1-1., et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1985), a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities; and

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

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

1. The real estate to be included in the DEVELOPMENT is legally described as follows:

The South Half (S 1/2) of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4), all in Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, except currently platted areas and rights of way,

generally located at the Southeast Corner of Mumford Street and Philo Road and also East of that area as well as East of Southgate Shopping Center, and East of Lot 1 of Brooks First Subdivision, and containing approximately 69.87 acres. Exhibit A shows the boundaries of the zoning district designations which are legally described in Exhibit "C", and Exhibit "A" shows a general area plan expressing a concept of future subdivision layout.

2. The subject property has heretofore been zoned R-1, R-2 and R-3 under the Champaign County Zoning Ordinance providing for single family and duplex dwellings.

3. The Owner, to best utilize this property, finds it necessary and desirous that the real estate described herein be annexed to the City of Urbana and rezoned B-3 (General Business), R-4 (Medium Density Multiple Family Residential), and R-1 (Single Family Residential), all as shown on Exhibit "A" attached hereto under the now current Urbana Zoning Ordinance, and as further addressed herein. The legal descriptions of the zones are in Exhibit C, attached hereto.

4. Pursuant to the provisions of Section 11-15.1-1., et seq. of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1985), a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities, proper notice given and a proper hearing held on that Annexation Agreement.

5. The Owner, upon execution of this Agreement, will file with the Corporate Authorities a proper Petition conditioned on the terms and provisions of this Agreement, to annex the DEVELOPMENT to the City of Urbana.

6. The Corporate Authorities, upon the execution of this Agreement and upon the filing of a proper Petition by the Owner, as hereinabove provided, will enact an ordinance annexing the DEVELOPMENT.

7. Immediately after the passage and approval of the ordinance annexing the DEVELOPMENT, the Corporate Authorities will cause to be adopted an Amendment to the City of Urbana Zoning Ordinance, zoning and classifying the property as described in Exhibits "A" and "C", in accordance with this Agreement.

8. The Owner agrees during the term of this Agreement, for itself, and to be binding upon its successors and assigns, not to develop or otherwise improve said property except pursuant to and in accordance with the now present provisions of the Urbana Subdivision Ordinance, and as agreed herein. Until such development anticipated herein occurs, said property may be devoted to agricultural uses. Upon presentation of the plats, the parties will reasonably address any waivers and variances from the current Urbana Subdivision Ordinance as appropriate. However, the Corporate Authorities specifically agree that the following waivers and variances are approved:

A. The distance between parallel streets will be increased to a maximum of two thousand feet (2,000').

B. The length of cul-de-sacs may be permitted to a maximum length of one thousand feet (1,000') measured from the center line and intersection street to the center of the cul-de-sac terminus. In the R-4 Medium Density Multi-family Zoning Area, the maximum number of dwelling units shall be sixty (60). For all other cul-de-sac streets, no more than twenty-five (25) single family lots shall front on the street.

C. The parties agree that the DEVELOPMENT, if developed, shall be improved in accordance with the now current provisions of the Urbana Subdivision Ordinance, except as otherwise agreed.

D. The Corporate Authorities agree not to require Kinch Street extended to be within the DEVELOPMENT, and agree that Owner, its successors and assigns, shall not be required to participate in any improvement costs associated with Kinch Street during the term of this Agreement.

E. The Corporate Authorities shall permit a circular landscaping area within the terminals of cul-de-sacs. If such is used, the radius of the terminal of the cul-de-sacs will be as mutually agreed by the parties. The covenants of the subdivision shall require the Homeowners' Association to maintain any plantings, trees and landscaping within the cul-de-sac.

9. The utilities to serve the subdivision shall be installed underground except at access points and service connections.

10. No sidewalks shall be required prior to the issuance of any building permit or occupancy permit prior to development of a lot, so long as sufficient bond securing installation of sidewalk is remaining, and so long as the sidewalks are constructed no later than two (2) years after the filing of the final plat which includes that lot. In the event a sidewalk is not constructed at



the time of application for driveway permit, then the developer's engineer shall provide to lot buyers the planned final street and sidewalk elevation for the lot or lots they are buying.

11. When a final plat of the area originally intended to be Lot 3 of SOUTHGATE SHOPPING CENTER is approved by the Corporate Authorities, any restriction relating to its use by previous annexation agreement of Southgate Shopping Center will be released.

12. After annexation by the City, the City will approve a plat or plats for the real estate described in this Agreement, so long as the plat or plats conform to this Agreement. The issuance of building permits is not contingent upon street improvements being completed for any given lot except, however, the final plat for a given lot must be recorded. Upon provision for adequate public utilities and street access, occupancy permits shall be issued.

13. The area shown on Exhibit "A" within the B-3 General Business zoning as being "Office Use Only" may not be decreased in size, but may be adjusted geometrically so long as the office area extends at least 50' deep but no more than 200' deep on the entire east border length of the commercial area.

14. The Corporate Authorities will plant and maintain forty (40) three inch (3") trunk trees contributed by it on the Mumford right of way as located by mutual agreement of Corporate Authorities (which approval may be given by the City Arborist) and Owner. City agrees to allow developer to plant additional

(mutually agreed species and location) trees to be planted on the north and south sides of Mumford Drive. In addition, Owner shall retain those shade trees currently on the south edge of the Development adjacent to the Lutheran Church. All lots within the DEVELOPMENT may participate in the Urbana Matching Tree Program under the terms and conditions of that program as it exists on the date of this agreement.

15. The Corporate Authorities agree to approve a driveway access permit to Philo Road from the B-3 General Business area, which access would allow two way access from both north and southbound lanes, so long as the north edge of the pavement of the access is no greater than one hundred feet (100') north of the south line of the DEVELOPMENT without requiring additional street paving width in the Philo Road pavement, if the commercial development does not include at any time over ten thousand (10,000) square feet of retail principal uses. Should such retail space exceed a total of ten thousand (10,000) square feet, the Owner or Developer shall provide for a center left turn lane as set forth in paragraph 17 herein. No occupancy permit will be issued for retail space unless said improvement has been completed and accepted by the Corporate Authorities.

16. The Corporate Authorities approve an entrance into the commercial area from Philo Road three hundred thirty feet (330') south of the intersection between Mumford and Philo Road measured from the centerline of the right of way, which would allow entrances from the north and south and exits to the north and

south so long as the then current owner provides a center left turn lane by means of a street widening for an additional lane which would match existing the northern street width, and improvements, as well as any related utility work. If the turn lane improvements are required, the Corporate Authorities, to the extent that it is able, shall use its Franchise Agreement to authorize and cause the moving of utilities. Otherwise, such utilities shall be relocated at the expense of the Owner. There shall be no traffic light at Mumford and Philo for at least one (1) year from the date of this agreement.

All street entrance geometrics along Philo Road are subject to the requirements of the Illinois Department of Transportation. Until the Corporate Authorities assume responsibility for maintenance of Philo Road, any changes required by the Illinois Department of Transportation shall be provided by the developer.

17. The real estate shown as B-3 on Exhibit "A" shall not permit the following principal uses: feed and grain sales; massage parlor; supermarket or grocery store (so long as twenty-five thousand square feet or more of grocery or supermarket building is then currently in use serving such purposes within a one (1) mile distance from the Development); tavern or night club (however, a restaurant is permitted); retail liquor sales; locker or cold storage for individual use; auto, truck/trailer or boat sales; mobile home sales; adult entertainment uses; major auto repair; gas and service station; public maintenance and storage garage; auto washing facility;

fuel, oil, coal, wood or ice sales; monument sales; bait sales; billiard room; outdoor recreational commercial enterprise; amusement park; wholesale business involving an unreasonable amount of truck traffic; and auction sales. Added uses that are permitted by right include non-profit or governmental research agency, and scientific and research instruments manufacturing, so long as it is not classified as "high hazard" under the BOCA Code.

18. The final plats for the development may be presented in increments. The developer may obtain approval of a first plat of subdivision which plat shall include at least twenty (20) acres of residentially zoned land within twelve (12) months of the date of execution of this agreement. Failure to obtain such approval and recording of said plat in accordance with Chapter 21, Subdivision of the City of Urbana Code of Ordinances, shall result in this agreement automatically becoming void in which case the City shall permit disconnection of the real estate subject to this agreement and the Owners agree not to utilize said real estate except in compliance with the zoning classification that such property had under the Champaign County Zoning Ordinance at the date of this agreement, unless otherwise zoned by Champaign County.

19. The Corporate Authorities agree to permit one (1) lighted subdivision identification sign and one (1) gate structure on each side of the right of way and/or on lots in the vicinity of lots 1, 2 and 3 in the proximity as shown on Exhibit

"A", so long as they are at least six (6) feet from the street pavement. Such signs shall reasonably accommodate the location of sidewalks at such right-of-way restriction. Each sign and structure shall be maintained by the Homeowners' Association or declarant entity as designated by the Owner. Such identification signs on the gate structures shall be limited in size to fifty (50) square feet each.

20. It is further agreed that any required storm water detention cell, as contemplated for the southeast corner of the development, shall be improved with the first plat of the subdivision. Each and every subdivision phase shall have access to the detention facility.

The developer will provide for a Homeowners' Association or other declarant entity to accept the landscaping maintenance responsibility of the storm water detention facility within the platted area. A single residential Homeowners' Association shall be formed. The Corporate Authorities shall repair and maintain the underlying storm water detention facility. The Corporate Authorities shall approve a drainage system properly designed for the 69.87 acres. The basis of design for the storm drainage facilities shall be the five (5) year return period storm. The basis of design for the storm water detention facilities shall be the fifty (50) year return period storm. The maximum release rate from the detention facilities shall be a flow equivalent to that which would have occurred under a state of traditional agricultural uses as determined by the rational method, the Soil

Conservation Service T.R. 55 Method. The storage volume of the detention facility shall be the differential of peak volume between the run off from the fifty (50) year return period storm under developed conditions, and the run off from the five (5) year return period storm under traditional agricultural uses. The five (5) year and fifty (50) year return period storms shall be determined utilizing Technical Letter 13 of the Illinois State Water Survey. The detention facility shall be designed so as to pass through without detention any run off from upstream offsite areas and excess run off from rain fall events larger than the fifty (50) year storm. The following conditions shall be met by the Owner, their successors and assigns as conditions of the Corporate Authorities' maintenance of said facility:

A. The subdivision covenants shall provide for Outlot A to join with future adjoining detention facilities. It is agreed that the area shown on Exhibit "A" as Outlot A shall not be burdened with any increases in run off from a greater area than the development.

B. Prior to beginning any improvements on the development, Owner shall deed Outlot A to the Homeowners' Association and said deed shall provide an easement for storm water detention sufficient for such purpose, satisfactory to the parties.

C. Owner shall assure reasonable access for the Corporate Authorities for maintenance and repair of the detention facilities, by grant of easement sufficient for such purpose.

D. The Corporate Authorities shall provide maintenance only so long as the detention facilities are, in its judgment, required at that location for storm water control for the DEVELOPMENT. If the Corporate Authorities determine that the detention facilities are no longer required at this location, the Corporate Authorities will provide for storm water control for the DEVELOPMENT so long as the storm water control is equal to, or better than, that which was being maintained by the Corporate Authorities.

E. The Urbana Park District may use portions of Outlot A, subject to approval by the City, for recreation consistent with the single family area, so long as the Urbana Park District maintains the landscaping in those portions used.

F. The City may consolidate the functions of the storm water detention facility on Outlot A with other future offsite storm drainage facilities. If the City does so consolidate such storm drainage facilities offsite, the City will release its easement to Outlot A. Further, should said easement be released, it is agreed that Outlot A will remain in open space or used as open space for recreational use only. If the City releases its easement, then the Urbana Park District is granted an option for twelve (12) months, effective at the time the City releases its easement on Outlot A, to receive fee title to Outlot A for uses as may be agreed upon under the provisions of paragraph 20(E) above, so long as the uses are approved by the Homeowners' Association.

G. The obligation of maintenance and repair of the facilities by the Corporate Authorities is contingent upon approval of the Corporate Authorities' City Engineer and Public Works Director of the design of the facility, which approvals shall not be unreasonably withheld. The Owner shall provide to the Corporate Authorities a one (1) year maintenance bond for the one (1) year from the date of acceptance of the improvements by the City Engineer for the detention facility. The bond amount shall be equal to twenty-five percent (25%) of the improvement cost of the detention cell.

H. The Corporate Authorities shall permit six (6) inch PVC drainage tiles (Secondary System) to be available for each lot which is not adjacent to a storm sewer system. This Secondary System is to provide for discharge sump pumps and footing tiles. Owners agree that the subdivision covenants will require that if a residence has either a sump pump or footing tile drains, they will be connected to either the storm sewer or the Secondary System. The Secondary System shall be installed:

- (1) To facilitate cleaning;
- (2) Installed as straight as is reasonable;
- (3) On the front lot lines where possible;
- (4) With taps for each adjoining lot;
- (5) Within the right-of-way to the extent reasonably possible.



The design shall be approved by the Corporate Authorities and the Owners, neither of which shall unreasonably withhold approval. The Owners shall provide to the Corporate Authorities a two (2) year maintenance bond for the two (2) years from the date of acceptance of the Secondary System by the City Engineer. The bond amount shall be equal to twenty-five percent (25%) of the improvement cost of the Secondary System.

21. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, for a full term of twenty (20) years commencing as of the date hereof, as provided by statute, and to the extent permitted thereby it is agreed that in the event that the annexation of the DEVELOPMENT under the terms of this Agreement is challenged in any court proceeding, then the period of time during which such litigation is pending should not be included in calculating said twenty (20) year term. Upon zoning and annexation as specified herein, the beneficial interest of the DEVELOPMENT will likely be transferred to a developer or other assignee. When referring to "Owner", after the transfer of the beneficial interest of Owner, the reference is to, and obligations are of, the assignee. Upon Owner assigning this Annexation Agreement, only the assignees are liable hereunder.

22. It is understood and agreed that the Owner is signing this document as Trustee and not in its individual capacity as further described in the bank exculpatory agreement form attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

CITY OF URBANA, ILLINOIS

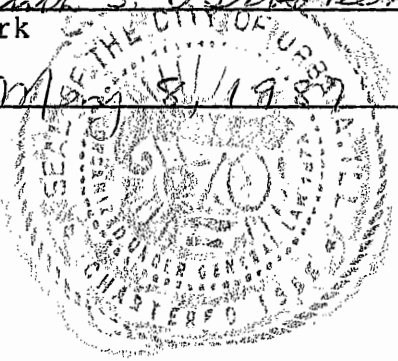
By: Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

Date: May 6, 1987

ATTEST:

Ruth S. Brookman  
City Clerk

Date: May 8, 1987



"CORPORATE AUTHORITIES"

BUSEY BANK, as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915.

By: John W. Kistner

Title: TRUST OFFICER

Date: MAY 4, 1987

ATTEST:

Debra L. Trulock

Title: Assistant Corporate Secretary

Date: May 4, 1987

OWNER"

D I S C L O S U R E

NOW ON THIS 4th day of May, 1987, come the Petitioners for Eagle Ridge Subdivision, and as requested, discloses the beneficial interest holders of BUSEY LAND TRUST NO. 1-915. They are:

Charles M. Webber

Stanley B. Balbach

Richard L. Thies

Craig R. Webber

Carl M. Webber

BUSEY BANK, as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915

by:

Title:

John W. Kidwell  
TRUST OFFICER

ATTEST:

Debra L. Tralock

Title: Assistant Corporate Secretary

EXCULPATORY CLAUSE - MISCELLANEOUS INSTRUMENTS

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

**EXHIBIT "C" - EAGLE RIDGE OF URBANA, CHAMPAIGN COUNTY, ILLINOIS**

Legal descriptions for area to be Zoned R-1 Single Family Residence, R-4 Medium Density Multiple Family Residence, and B-3 General Business.

**AREA TO BE ZONED: R-1 Single Family Residence**

Commencing at the Northwest corner of the South Half of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East to the Third Principal Meridian, Urbana Champaign County, Illinois, thence East along the North line to the South Half of the South Half of the Northeast Quarter of said Section 21, a distance of 952 feet, more or less, to the point of beginning; thence, continuing East along the North line of the South Half of the South Half of the Northeast Quarter said Section 21, a distance of 1,667 feet, more or less, to the Northeast corner of the South Half of the South Half of the Northeast Quarter of said Section 21; thence, South along the East line of said Section 21, a distance of 1,320 feet, more or less, to the Southeast corner of the North Half of the North Half of the Southeast Quarter of said Section 21; thence, West along the South line of the North Half of the North Half of the Southeast Quarter of said Section 21, a distance of 1,959 feet, more or less; thence, North parallel with the West line of the Southeast Quarter of said Section 21, a distance of 523 feet, more or less, to the centerline of proposed Mumford Drive; thence, Northeasterly along the centerline of proposed Mumford Drive, a distance of 290 feet, more or less; thence, Northerly, a distance of 739 feet, more or less, to the point of beginning; said area containing 55 acres, more or less, all situated in Urbana, Champaign County, Illinois.

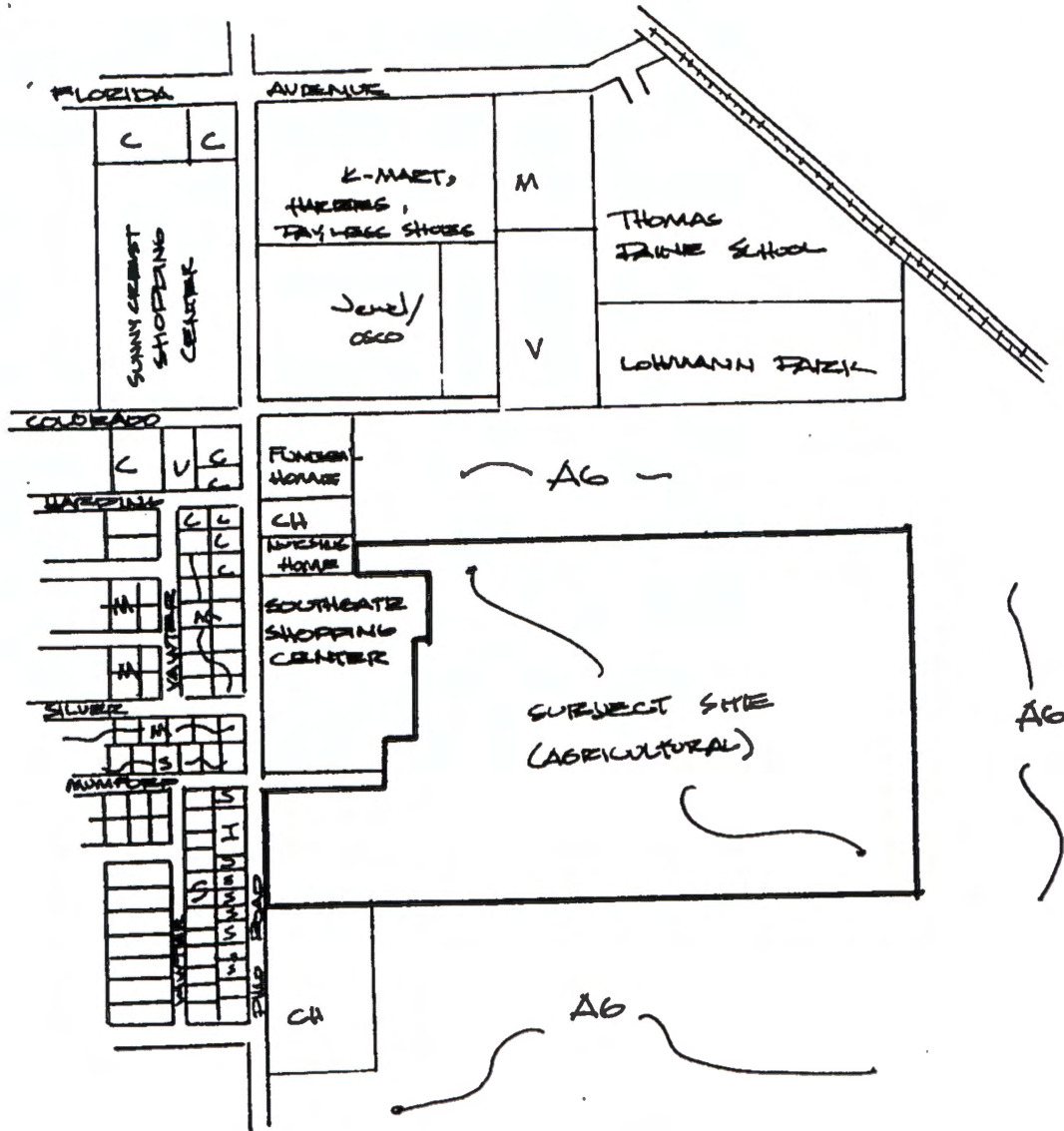
**AREA TO BE ZONED: B-3 CENTRAL BUSINESS**

Beginning at the Southwest corner of the North Half of the North Half of the Southeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana, Champaign County, Illinois; thence, North along the West line of the Southeast Quarter of said Section 21, a distance of 520 feet, more or less, to the centerline of Mumford Drive; thence, Easterly along the centerline of Mumford Drive, a distance of 680 feet, more or less; thence Southerly parallel with the West line of the Southeast Quarter of said Section 21, a distance of 523 feet, more or less, to the South line of the North Half of the North Half of the Southeast Quarter of said Section 21; thence, Westerly along the South line of the North Half of the North Half of the Southeast Quarter of said Section 21, a distance of 680 feet, more or less, to the point of beginning; said area containing 7.92 acres, more or less, all situated in Urbana, Champaign County, Illinois.

**AREA TO BE ZONED: R-4 MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL**

Commencing at the Northwest corner of the South Half of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East, Third Principal Meridian, Urbana, Champaign County, Illinois; thence, Easterly along the North line of the South Half of the South Half of the Northeast Quarter of said Section 21, a distance of 395 feet, more or less, to the point of beginning; thence, continuing Easterly along the North line of the South Half of the South Half of the Northeast Quarter of said Section 21, a distance of 557 feet, more or less; thence, Southerly, a distance of 739 feet, more or less, to the centerline of proposed Mumford Drive; thence, Southwesterly along the centerline of proposed Mumford Drive, a distance of 435 feet, more or less, to the East line of Southgate Shopping Center Subdivision, Urbana, Illinois; thence, Northerly along the East line of said Southgate Shopping Center, a distance of 218 feet, more or less; thence, Easterly along the South line of said Southgate Shopping Center, a distance of 75 feet, more or less; thence, Northerly along the East line of said Southgate Shopping Center Subdivision, a distance of 415 feet, more or less; thence Westerly along the North line of said Southgate Shopping Center Subdivision, a distance of 204 feet, more or less; thence, Northerly parallel with the line of the Northeast Quarter of said Section 21, a distance of 175 feet, more or less, to the place of beginning, said area containing 8.06 acres, more or less, all situated in Urbana, Champaign County, Illinois.

EAGLE/SR



# EXHIBIT "B" LAND USE

## LEGEND

- S = Single Family Residential
- M = Multi-Family Residential
- C = Commercial
- I = Institutional
- CH = Church
- V = Vacant
- AG = Agricultural



PREPARED BY  
CHAMPAIGN COUNTY  
REGIONAL PLANNING COMMISSION