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ORDINANCE NO. 9495-37

AN ORDINANCE APPROVING AND AUTHORIZING

THE EXECUTION AN ANNEXATION AGREEMENT BETWEEN THE CITY OF URBANA

AND STATE BANK OF ARTHUR AS TRUSTEE UNDER LAND TRUST NO. 311

(106 North High Cross Road)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and State Bank of Arthur as Trustee under Land Trust No. 311 has been submitted for the Urbana City Council's consideration, a copy of which is attached; and

WHEREAS, said agreement governs tract totalling approximately 74.50 acres located at 106 North High Cross Road and said tract is legally described as follows:

The North half of the Northwest Quarter, Section 14, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

INDEXED

Said Parcel being the same parcel described on a Trustee's Deed recorded in Deed Record Book 1892 at pages 585 and 586, and shown on a Plat of Survey recorded in Plat Book C at page 238 in the Recorder's Office of Champaign County, Illinois.

DOC # _____
CHAMPAIGN COUNTY ILL
165 0290

Except:

Conrail Railroad Right-of-Way, and

'94 DEC 23 AM 10 53

U.S.Route 150 (University Avenue) Right-ofWay, and

Norm D. In Lohman

Illinois Route 130 (High Cross Road) Right-of-Way

REGORDER containing 74.50 acres, more or less.

WHEREAS, the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on October 17, 1994 to consider said Annexation Agreement.

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed Annexation Agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens if it is approved.

NOW, THEREFORE, 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 State Bank of Arthur as Trustee under Land Trust No. 311, a copy of which is attached 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 Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 17th day of October, 1994.


AYES: Hayes, Patt, Pollock, Ryan, Singer, Taylor, Whelan, and Mayor Satterthwaite

NAYS:

ABSTAINED:


Phyllis D. Clark, City Clerk


APPROVED by the Mayor this 20th day of October, 1994.


Tod Satterthwaite, Mayor



CERTIFICATE OF PUBLICATION
IN PAMPHLET FORM

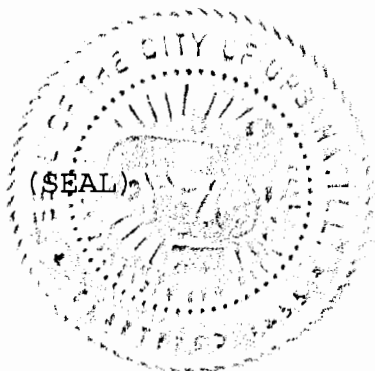


I, PHYLLIS D. CLARK, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the 7th day of November, 1994, the corporate authorities of the City of Urbana passed and approved Ordinance No. 9495-40, entitled "An Ordinance Amending Schedule L Of Section 17-1 Of Article XVII Of The Urbana Local Traffic Code Establishing Parking Meter Zones", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 9495-40 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 14th day of November, 1994, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 14th, day of November, 1994.



Phyllis D. Clark

Phyllis D. Clark, City Clerk
By Deborah J. Roberts, Deputy Clerk

ANNEXATION AGREEMENT

(Land Trust 311--State Bank of Arthur)

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and State Bank of Arthur as Trustee under Land Trust No. 311 (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, 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 (65 ILCS 5/11-15.1-1); and

WHEREAS, Trustee, State Bank of Arthur Land Trust No. 311 is the Owner of record of a certain 74.50 acre parcel of real estate located at 106 North High Cross Road, and having permanent index number 30-21-14-100-003, the legal description of which real estate is set forth in Exhibit A attached hereto and referenced herein as the "Tract"; and

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the Tract to be annexed to the City of Urbana under the provisions of this Agreement; and

WHEREAS, although the Tract is not yet contiguous to the City of Urbana, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the Tract to the City of Urbana when said Tract becomes contiguous to the City, pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the Owner has requested that the property be zoned IN (Industrial) in the City of Urbana upon annexation; and

WHEREAS, the Corporate Authorities determine that the IN (Industrial) classification would be the appropriate use of the land subject to the terms and conditions outlined in this Agreement; and

WHEREAS, the Corporate Authorities find annexing said Tract as described herein as City IN (Industrial) reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1: The Owner represents that the Owner is the sole record owner of the Tract described in Exhibit A and that the Owner shall, upon written request of the Director of Community Development Services, file a petition in substantially the form attached hereto and marked as Exhibit C with the Clerk of the Circuit Court of Champaign County, Illinois, or, within thirty (30) days of the property becoming contiguous to the Urbana City limits, whichever comes first, cause the Tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes.

Until annexation of the subject Tract occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, to irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject Tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owner the appropriate form to satisfy this obligation.)

Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject Tract. If the subject Tract is to be platted for a subdivision, the Owner agrees that the substance of these provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land. The Owner agrees for itself, successors and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject Tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. Owner agrees that nothing in this section shall preclude the voluntary annexation of the subject Tract or any portion thereof earlier than would otherwise be required.

Section 2: The Owner agrees that upon annexation, Tract will be converted from County AG-2 (Agriculture) to City IN (Industrial). Owner further agrees that said City IN (Industrial) zoning,

as it may be amended from time to time, will remain in effect for the term of this Agreement unless rezoned pursuant to a petition from the Owner. Furthermore, the Owner agrees to abide by all applicable development regulations existing at the time of annexation.

Section 3: The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the Tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owner and the city. Said action includes petitioning for a county rezoning of said Tract without a written amendment to this Agreement.

Section 4: The Owner agrees to cause all new development, construction, or additions on said Tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The Owner agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay the building permit fee just as though the construction were taking place within the Urbana City limits. The Owner further agrees to correct any deficiencies identified in said plan review. In addition, the Owner agrees that all construction will be subject to the same building and construction inspection requirements as construction projects within the City limits.

Section 5: The Owner agrees that any buildings or structures, other than single-family or agricultural structures, existing at the time of annexation must be brought into conformance with the City of Urbana Existing Structures Code in a time frame agreed to by the City of Urbana and the Owner, except that any immediate health or life safety threats must be brought into compliance immediately.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex said Tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City.

Section 2: The Corporate Authorities agree that the Tract will be zoned City IN (Industrial) as defined in the City of Urbana Ordinance as such exists at the time of annexation of the Tract. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said Tract.

Section 3: The Corporate Authorities agree that upon annexation of the Tract the Corporate Authorities shall request that the State of Illinois approve an amendment of the Urbana

Enterprise Zone boundaries to include said Tract upon commitment of a project having a value exceeding \$300,000 in real estate improvements, or at such time that the City determines said amendment is in the best interest of the City, whichever occurs first.

Section 4: Upon annexation of said Tract, the City of Urbana shall make annual payments to the Owner in the amount of three hundred ninety-two dollars (\$392.00) for a period of twenty (20) years from the date of annexation so long as said Tract is assessed as "farm land." The annual reimbursement amount shall be paid to the Owner on or before October 1 of each respective year the real estate tax is paid in full. The annual reimbursement amount reflects the estimated increase in real estate taxes as a result of annexation and is based on the assessed value and tax rates in existence at the time this agreement is executed by the Owner. It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

- a. Annexation of said Tract is necessary to annex other Tracts of unincorporated territory in order to promote the orderly, planned, and controlled growth of the City, and further to promote the safety, health and general welfare of the public.
- b. Annexation of said Tract will have a significantly positive impact on the tax base of the City of Urbana.
- c. But for the reimbursement of property taxes, annexation of said Tract would not otherwise occur in a timely manner.

At such time that said Tract, or a portion thereof, is sold or transferred to another party said reimbursement shall be terminated.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject Tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, its successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then

holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the Tract, and are further expressly made binding upon said city and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties -- The Corporate Authorities and Owner agree that neither party will take action or omit to take action during the term of this Agreement which act or omission as applied to the Tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the city.

Section 4. Enforcement -- The Owner and Corporate Authorities agree and hereby stipulate that no party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the city may refuse the issuance of any permits or other approvals or authorizations relating to development of the Tract.

Section 5. Severability -- If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date -- The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

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

**Corporate Authorities
City of Urbana:**

Tod Satterthwaite
Tod Satterthwaite, Mayor

11-2-94
Date

Owner:

James L. Cunningham
Trustee,
State Bank of Arthur
Land Trust No. 311

8-26-94
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
City Clerk

November 2, 1994
Date

ATTEST:

Amy Lee
Notary Public

9-9-94
Date



Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Annexation Petition

EXHIBIT A

**Legal Description
Land Trust 311 -- State Bank of Arthur**

The North half of the Northwest Quarter, Section 14, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said Parcel being the same parcel described on a Trustee's Deed recorded in Deed Record Book 1892 at pages 585 and 586, and shown on a Plat of Survey recorded in Plat Book C at page 238 in the Recorder's Office of Champaign County, Illinois.

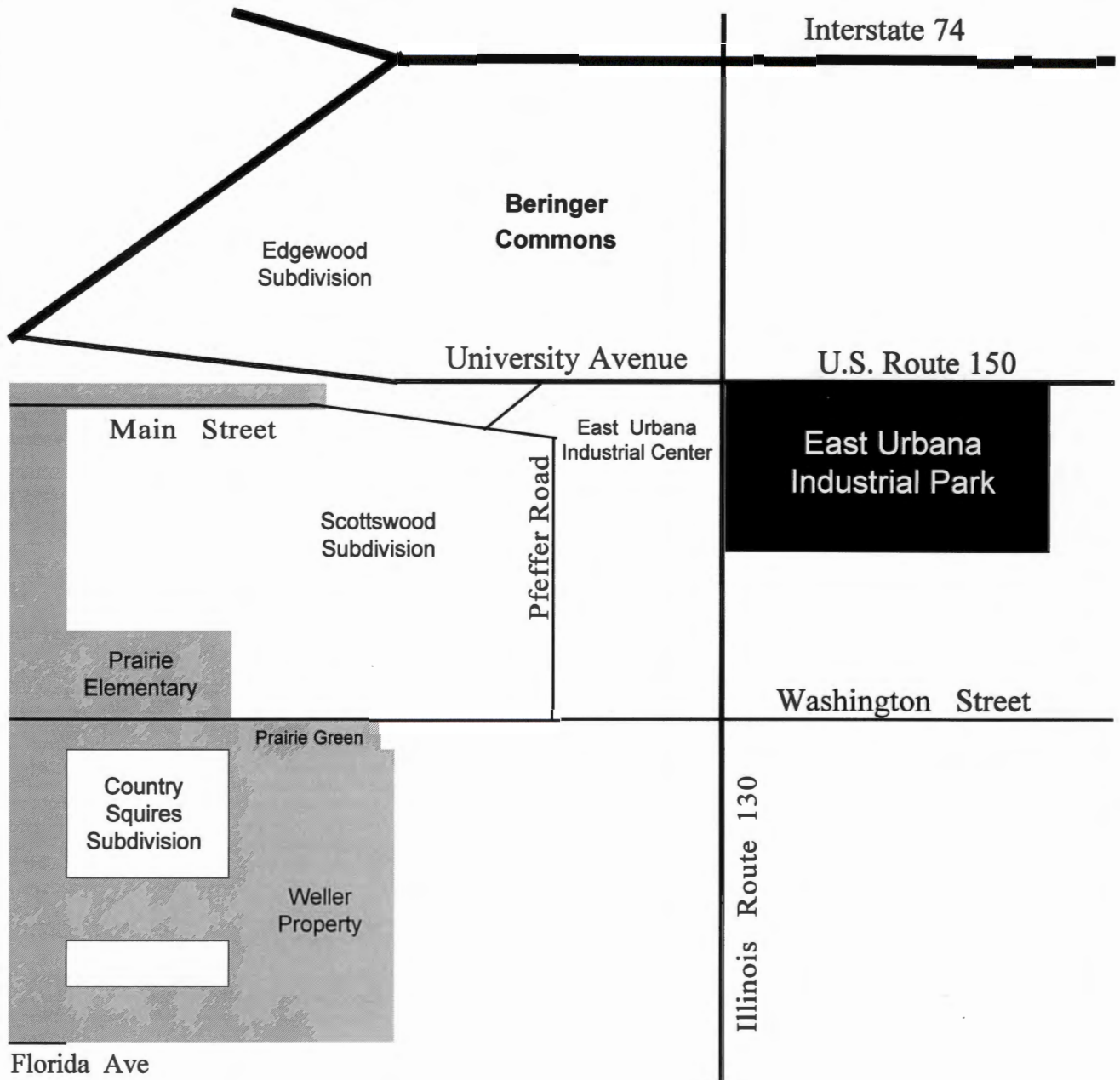
Except:

Conrail Railroad Right-of-Way, and

U.S. Route 150 (University Avenue) Right-of-Way, and

Illinois Route 130 (Highcross Road) Right-of-Way

Containing 74.50 acres, more or less.



KEY

- City of Urbana
- Area proposed to be annexed by Owner

Exhibit B: Location Map



Annexation Agreement
 State Bank of Arthur Land Trust No. 311
 Prepared by Community Development Services September 21, 1994



EXHIBIT C

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT

CHAMPAIGN COUNTY, ILLINOIS

IN RE: PETITION TO ANNEX)
CERTAIN TERRITORY TO THE CITY) No.
OF URBANA, ILLINOIS)

PETITION FOR ANNEXATION

We, the undersigned, hereinafter called simply the "Petitioners", being a majority of the owners of record of the land and real estate described herein (hereinafter referred to as "Territory"), pursuant to 65 ILCS 5/7-1-2 (1992), do hereby petition this Court to annex the territory to the City of Urbana, Illinois, a municipal corporation. In support hereof, Petitioners allege and state as follows:

1. That the territory sought to be annexed is legally described in Exhibit "A" attached hereto and incorporated herein by reference and is generally depicted on a plat attached hereto and marked as Exhibit "B" and incorporated herein.
2. That the Petitioners are the owners of record of the land in the Territory as set forth below:

Tract A depicted on Exhibit "B" bearing the Permanent Tax Identification Number of 30-21-15-276-001, the legal description of which is set forth immediately below, is owned by School District Unit 116. Tract A is comprised of 18.62 acres, more or less. No electors reside on the said Tract.

The West Half of the Southeast Quarter of the Northeast Quarter of Section Fifteen (15), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian as described in three warranty deeds recorded in Deed Record Book 643 at pages 220, 221, and 222 in the Office of the Recorder, Champaign County, Illinois,

Except, That portion of the Pfeffer Road and Washington Street rights-of-way that lie adjacent to the above described Tract, and which are further described as:

Pfeffer Road and Washington Street Rights-of-way (formerly Danville Road and also formerly Morris Road) which are further described in Urbana Township Commissioners' Records December 21, 1862-May 20, 1867 at pages 108 through 112 said Rights-of-Way being 33.00 feet in width.

Tract B depicted on Exhibit "B" bearing the Permanent Tax Identification Number of 30-21-15-226-003, the legal description of which is set forth immediately below, is owned by Birkey's Farm Store, Inc.. Tract B is comprised of 15.85 acres, more or less. No electors reside on the said Tract.

Lot 1 in East Urbana Industrial Center Number 1, as recorded in Plat Book "BB" at page 117 in the Recorder's Office of Champaign County, Illinois.

Said parcel being the same parcel described on an Executor's Deed recorded in Deed Record Book 1740 at pages 430 and 431, in the Recorder's Office of Champaign County, Illinois.

Except;

The portion of the following described Right-of-Way that was included in said Lot 1;

Pfeffer Road Right-of-Way (formerly Danville Road and also formerly Morris Road) which is further described in Urbana Township Commissioners' Records December 21, 1861-May 20, 1884 at pages 108 through 112, said Right-of-Way being 33.00 feet in width.

Tract C depicted on Exhibit "B" bearing the Permanent Tax Identification Number of 30-21-15-226-004, the legal description of which is set forth immediately below, is owned by First Busey Trust and Investment Company, as Trustee of Land Trust No. 4392. Tract C is comprised of 18.60 acres, more or less. No electors reside on the said Tract.

Lot 2 in East Urbana Industrial Center Number 1, Champaign County, Illinois, as recorded in Plat Book "BB" at page 117 in the Recorder's Office of Champaign County, Illinois.

Said parcel being the same parcel described on an Executor's Deed recorded in Deed Record Book 1740 at pages 52 and 53, in the Recorder's Office of Champaign County, Illinois.

Except;

The portion of the following described Right-of-Way that was included in said Lot 2;

Pfeffer Road Right-of-Way (formerly Danville Road and also formerly Morris Road) which is further described in Urbana Township Commissioners' Records December 21, 1861-May 20, 1884 at pages 108 through 112 said Right-

of-Way being 33.00 feet in width.

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Tract D depicted on Exhibit "B" bearing the Permanent Tax Identification Number of 30-21-14-100-003, the legal description of which is set forth immediately below, is owned by State Bank of Arthur Land, as Trustee of LandTrust No. 311. Tract D is comprised of 74.50 acres, more or less. No electors reside on the said Tract.

The North half of the Northwest Quarter, Section 14, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said Parcel being the same parcel described on a Trustee's Deed recorded in Deed Record Book 1892 at pages 585 and 586, and shown on a Plat of Survey recorded in Plat Book C at page 238 in the Recorder's Office of Champaign County, Illinois.

Except:

Conrail Railroad Right-of-Way, and

U.S. Route 150 (University Avenue) Right-of-Way, and

Illinois Route 130 (Highcross Road) Right-of-Way

3. That in addition to the above record owners who are Petitioners herein, the following named persons are the owners of record of land in the Territory as set forth below:

Tract E depicted on Exhibit "B" bearing the Permanent Tax Identification Number of 30-21-15-100-001, the legal description of which is set forth immediately below, is owned by George J. Pfeffer Estate. Tract E is comprised of 19.76 acres, more or less. No electors reside on the said Tract.

A part of the Southeast Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, further described as follows:

Beginning at the Northwest Corner of the Southeast Quarter of said Section 15; thence, east along the North line of said Southeast Quarter 1982.65 feet more or less to the East line of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 15; thence, south along said East line 781.20 feet; thence, west 1979.74 feet to a point on the west line of said Southeast Quarter, 781.86 feet south of the Northwest Corner of said Southeast Quarter; thence, north along said west line 781.86

feet to the point of beginning.

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Except;

Washington Street Right-of-Way (formerly Danville Road and also formerly Morris Road) which is further described in Urbana Township Commissioners' Records December 21, 1861-May 20, 1884 at pages 108 through 112 said Right-of-Way being 33.00 feet in width.

Being a part of the tract described on a Warranty Deed recorded in Deed Record Book 148 at page 100 in the Recorder's Office of Champaign County, Illinois.

4. That said Tract E is necessary to establish contiguity to the City of Urbana.
5. That the Territory sought to be annexed is not presently within the corporate limits of any municipality.
6. That the Territory sought to be annexed is contiguous to the City of Urbana, Illinois.
7. That the Territory, or parts thereof, are currently within the Edgescott Fire Protection District and St. Joseph Fire Protection District.
8. That the City of Urbana does provide fire protection.
9. That no portion of the Territory sought to be annexed is part of any Library District.
10. That the Territory to be annexed includes certain portions of Highway under the jurisdiction of Urbana Township.

WHEREFORE, the Petitioners respectfully pray as follows:

A. For the entry of an order fixing the time for hearing upon this Petition;

B. For hearing and determination that this Petition is valid and conforms to the requirements of law; and

C. For the entry of an order directing the question of annexation be submitted to the Corporate Authorities of the City of Urbana, Illinois.

Respectfully submitted,

Tract A
School District Unit 116

President

Attest:

Secretary

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Tract B
Birkey's Farm Store, Inc.

President

Attest:

Secretary

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Tract C
First Busey Trust and Investment Company
Land Trust No. 4392

Trustee

Attest:

Secretary

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

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Tract D
State Bank of Arthur Land Trust No. 311

Trustee

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

Tract A
School District Unit 116

President

Attest:

Secretary

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Tract B
Birkey's Farm Store, Inc.

President

Attest:

Secretary

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Tract C
First Busey Trust and Investment Company
Land Trust No. 4392

Trustee

Attest:

Secretary
Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

My Commission Expires: _____

Tract D
State Bank of Arthur Land Trust No. 311

Trustee

Subscribed and sworn to before me

this ____ day of _____, 1994.

Notary Public

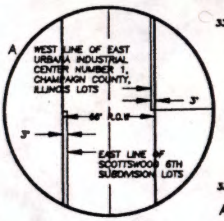
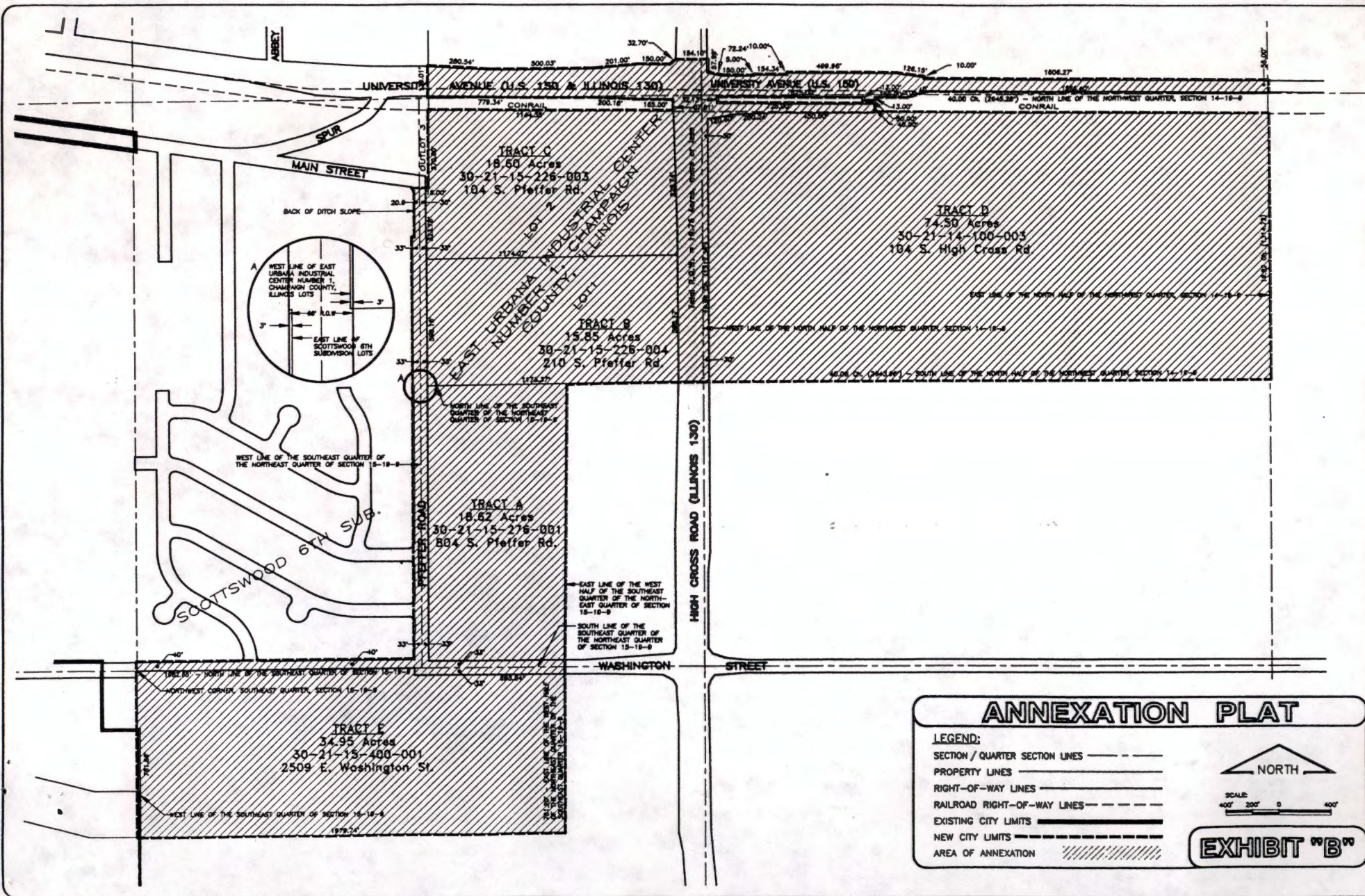
My Commission Expires: _____

EXHIBIT A**General Description:**

The West half of the Southeast Quarter of the Northeast Quarter, and a part of the Southeast Quarter all in Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, and the North half of the Northwest Quarter of Section 14, Township 19 North, Range 9 East of the Third Principal Meridian, and Lots 1 and 2 in East Urbana Industrial Center Number 1, Champaign County, Illinois situated in Champaign County, Illinois, containing 163 acres, more or less.

Please return document to: Phyllis D. Clark, City Clerk
 Urbana City Clerk's Office
 400 S. Vine Street
 Urbana, Ill 61801-0219
 PH 384-2366

216 0310



ANNEXATION PLAT

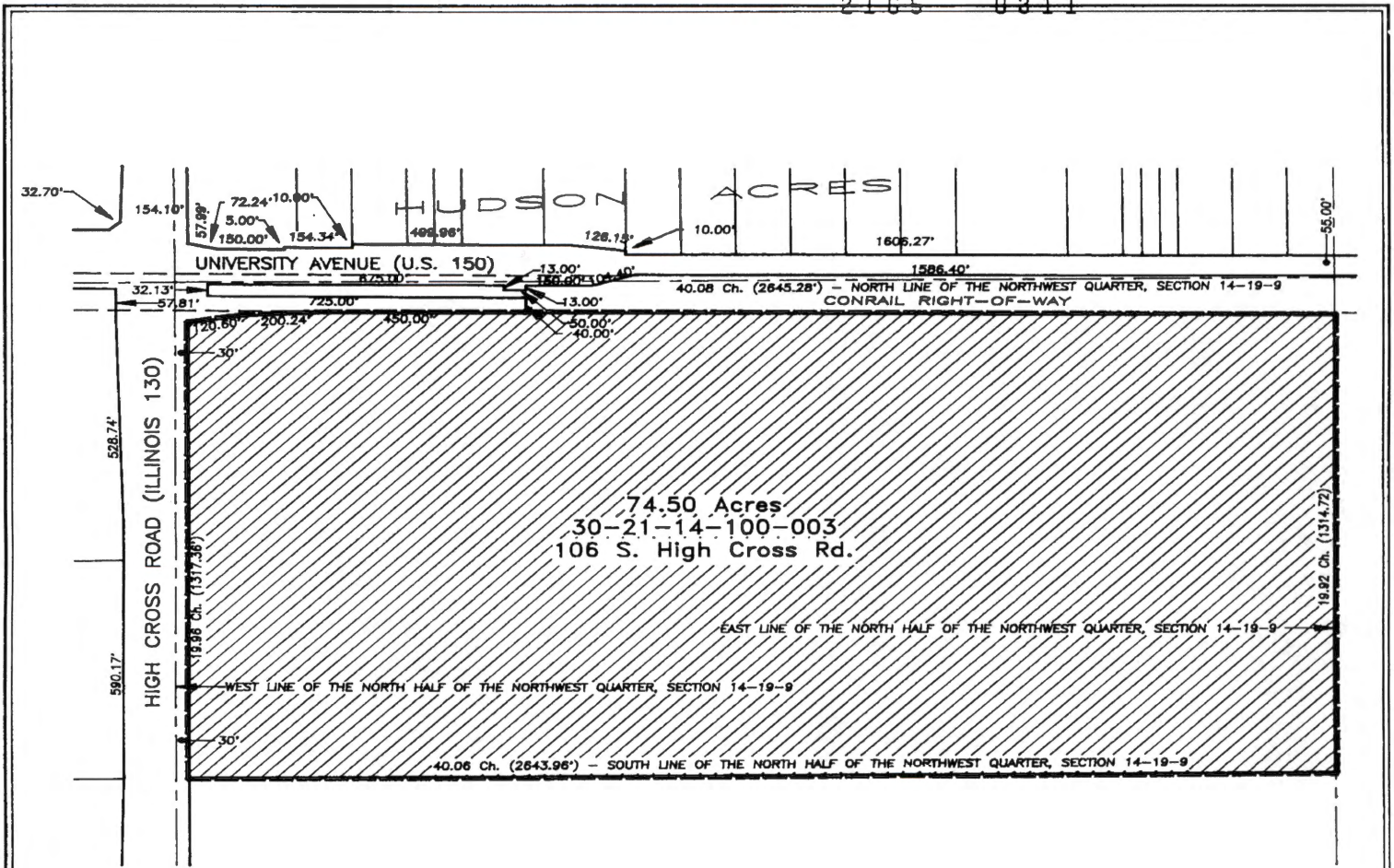
LEGEND:

- SECTION / QUARTER SECTION LINES ————
- PROPERTY LINES ————
- RIGHT-OF-WAY LINES ————
- RAILROAD RIGHT-OF-WAY LINES - - - - -
- EXISTING CITY LIMITS ————
- NEW CITY LIMITS ————
- AREA OF ANNEXATION [Hatched Pattern]

NORTH

SCALE: 400' 200' 0 200' 400'

EXHIBIT "B"



Legal Description:

The North half of the Northwest Quarter, Section 14, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Said Parcel being the same parcel described on a Trustee's Deed recorded in Deed Record Book 1892 at pages 585 and 586, and shown on a Plat of Survey recorded in Plat Book C at page 238 in the Recorder's Office of Champaign County, Illinois.

Except;


- Conrail Railroad Right-of-Way, and
- U.S. Route 150 (University Avenue) Right-of-Way, and
- Illinois Route 130 (Highcross Road) Right-of-Way

Containing 74.50 acres, more or less.



2165 0312

MAP SHOWING AREA OF ANNEXATION AGREEMENT ORDINANCE NO. 9495-37 CITY OF URBANA, ILLINOIS CHAMPAIGN COUNTY DATE: OCTOBER 17, 1994

SCALE:
 300' 150' 0 300'
 AREA OF ANNEXATION: 
 DRAWN BY: K.L.H. 10/24/94
 CHECKED BY: B.W.F. 10/25/94

ENGINEERING DIVISION



William R. Gray
 DIRECTOR OF PUBLIC WORKS, CITY ENGINEER