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CHAMPAIGN COUNTY, ILL
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Naomi D. Jacobson

RECORDER

ORDINANCE NO. 9495-65

AN ORDINANCE APPROVING AND
AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
(MEIJER-DOUGLAS-ATKINS)

and

ANNEXATION AGREEMENT
(MEIJER-DOUGLAS-ATKINS)

Return recorded document to:

City Clerk's Office
Attn: Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street, P.O. Box 219
Urbana, IL 61801-0219



2311 0607

City of Urbana
400 South Vine Street
Post Office Box 219
Urbana, Illinois 61801-0219
(217) 384-2362
FAX (217) 384-2363

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, PHYLLIS D. CLARK, 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 AN ANNEXATION AGREEMENT (MEIJER-DOUGLAS-ATKINS)"

approved by the City Council of the City of Urbana, Illinois, on the 3rd day of January, A.D., 1995, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 15th day of June, A.D., 1995.



Phyllis D. Clark, City Clerk



ORDINANCE NO. 9495-65

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT

(Meijer-Douglas-Atkins)

WHEREAS, an Annexation Agreement among the City of Urbana, Illinois, Clinton C. Atkins, the Meijer Realty Company, Edwin I. Douglas, and Edwin I. Douglas as trustee for the Robert Douglas Trust has been submitted for the Urbana City Council's consideration, a copy of which is attached, and designated as Plan Case #1554-A-94; and

WHEREAS, said agreement governs tracts totaling approximately 108 acres generally located at the northeast intersection of Windsor and Philo Roads, and said tracts are legally described as follows:

THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER; THENCE NORTH 0 DEGREES 48 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 615.00 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 02 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 0 DEGREES 48 MINUTES 58 SECONDS EAST, ALONG A LINE PARALLEL TO AND 40.00 FEET EASTERLY OF THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 504.92 FEET; THENCE SOUTH 45 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 57 SECONDS EAST, ALONG A LINE PARALLEL TO AND 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 405.47 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 495.00 FEET TO THE POINT OF BEGINNING.

AND:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN

CHAMPAIGN COUNTY, ILLINOIS EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 1335.45 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING ON THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 21; THENCE EAST 430.30 FEET; THENCE NORTH AND PARALLEL WITH SAID WEST QUARTER SECTION LINE, 655.80 FEET; THENCE WEST, 430.30 FEET TO THE WEST LINE OF SAID SOUTH EAST QUARTER SECTION; THENCE SOUTH ON THE WEST LINE OF THE SOUTH EAST QUARTER SECTION OF SAID SECTION 21, 655.80 FEET TO THE POINT OF BEGINNING, SAID Tract BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

WHEREAS, said Annexation Agreement was presented to the Urbana Plan Commission as Plan Case 1554-A-94; and

WHEREAS, the Urbana Plan Commission reviewed the proposed Annexation Agreement on December 8, 1994 and December 15, 1994; and voted to forward Plan Case 1554-A-94 to the Urbana City Council with a recommendation for approval of the Annexation Agreement; and

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 December 19, 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.

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

Section 1. That the Annexation Agreement among the City of Urbana, Illinois Clinton C. Atkins, Edwin I. Douglas, Edwin I. Douglas as trustee of the Robert Douglas Trust, and Meijer Realty Company, 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.

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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.

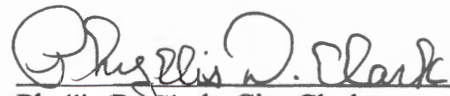
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 3rd day of January, 1995.

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

NAYS:

ABSTAINED:



Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 12th day of January, 1994.



Tod Satterthwaite, Mayor

(MEIJERAN.ord)

2311 0611

**Annexation Agreement
Meijer-Douglas-Atkins**

1/4/95

MEIJr12.WPD

Return this document to:

City Clerk's Office
City of Urbana
400 S. Vine Street, P.O. Box 219
Urbana, IL 61801-0219

ANNEXATION AGREEMENT
Meijer-Douglas-Atkins

THIS Annexation Agreement ("Agreement"), made and entered into by and among the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City"); and Edwin I. Douglas and Marsha K. Douglas, and Edwin I. Douglas, Leann Topol, and Frederick Douglas, as trustees of the Robert Douglas Trust, as owners, hereinafter referred to as the "Owners"; Meijer Realty Company as developer/optionee, and Clinton C. Atkins as developer/optionee of the property, and hereinafter jointly referred to as the "Optionees" or referenced by their individual or corporate names. The effective date of this Agreement shall be as provided in Article III, Section 7.

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, the Owners are the owners of record of a certain 108.75 acre parcel of real estate located at the northeast corner of Philo Road and Windsor Road and having permanent index numbers 30-21-21-400-12, 30-21-21-400-013, 93-21-21-400-005, the legal description of which real estate is set forth in Exhibit A attached hereto and referenced herein as "the Parcel. "

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

WHEREAS, Clinton C. Atkins possesses an option to purchase said Parcel from the Owners for development; and

WHEREAS, Meijer Realty Company possesses an option to purchase a portion of the Parcel from Clinton C. Atkins for development, such portion hereinafter referred to as Tract 1, the legal description of which real estate is set forth in Exhibit C; and

WHEREAS, Clinton C. Atkins will retain ownership of part of the Parcel remaining after the sale of Tract 1 to Meijer Realty Company. Said remaining portion is hereinafter referred to as Tract 2 and Tract 3, the legal descriptions of which real estate is set forth in Exhibit D.

WHEREAS, Clinton C. Atkins possesses options to purchase, in the aggregate, hundreds of acres of land proximate to the Parcel for development; and

WHEREAS, said Owners find that in order to best utilize the Parcel, it is desirous to annex the Parcel to the City as provided for in this Agreement; and

WHEREAS, the Parcel is currently zoned a combination of R-1 Single Family Residence and R-2 Single Family Residence in Champaign County and would directly convert to City R-1 Single Family Residential and R-2 Single Family Residential upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, the Corporate Authorities find annexing said Parcel as a combination of B-3 General Business and R-4 Medium Density Multiple Family Residential and rezoning that portion currently within the City limits from R-1 Single Family Residential to B-3 General Business 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 insure that the City will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base.

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

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS AND OPTIONEES

The Owners and Optionees agree to the following provisions:

Section 1. Parties' Interest and Annexation: The Owners represent that they are the sole record owners of the Parcel. Clinton C. Atkins represents that he possesses an option to purchase said Parcel from the Owners. An affidavit affirming said option is attached hereto as Exhibit I. Meijer Realty Company represents that they possess an option to purchase Tract 1 from Clinton C. Atkins for the purpose of commercial development. An affidavit affirming said option is attached hereto as Exhibit J. The Optionees shall, within thirty (30) days of the transfer of the title of the Parcel or portions thereof, as contemplated herein, cause the Parcel, or portions thereof, to be annexed to the City by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the Parcel occurs, Owners shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the Parcel. The Owners shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owners the appropriate form to satisfy this obligation.)

Optionees further agree that the substance of this Section of this Agreement shall be included in any sales contract for the sale of any portion of the Parcel. If the Parcel is to be platted for a subdivision prior to annexation, the Owners agree that the substance of these provisions regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land. The Owners agree for themselves, their successors or 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 Parcel and that mandamus would be an appropriate remedy in the event of refusal to do so, 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. Owners agree that nothing in this section shall preclude the voluntary annexation of the Parcel or any portion thereof earlier than would otherwise be required.

Section 2. City Zoning: The Owners and Optionees acknowledge that upon annexation, that portion of Tract 1 outside the Urbana City limits will be rezoned from County R-1 Single Family Residence and R-2 Single Family Residence and City R-1 Single Family Residential to City B-3 General Business and that portion of Tract 2 outside the Urbana City limits will be rezoned from County R-1 Single Family Residence and City R-1 Single Family Residential to City B-3 General Business and Tract 3 will be converted from County R-1 Single Family Residence to City R-4 Medium Density Multiple Family Residential. Owners and Optionees agree that the City will submit a rezoning petition for that portion of Tract 1 and Tract 2 in the City requesting its rezoning from R-1 Single Family Residential to B-3 General Business. Owners and Optionees further agree that said zoning will be in effect for the term of this Agreement and in compliance with the Urbana Zoning Ordinance, as it may be amended from time to time. Furthermore, the Owners and Optionees agree to abide by all applicable development regulations existing at the time of annexation unless otherwise specifically stated within this Agreement. Clinton C. Atkins further agrees that residential units on Tract 3 will not exceed two stories in height within one hundred and fifty (150) feet of the north boundary line of the Parcel.

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

Section 4. Construction According to Codes: The Owners and Optionees agree to cause all new development, construction, or additions on the Parcel to be in conformance with all City building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The Owners and Optionees agree to submit all building construction plans to the City for review and Meijer Realty Company further agrees to pay building permit fees up to twenty-five thousand dollars (\$25,000) on Tract 1 for permits issued before December 31, 1997. Clinton C. Atkins will pay full amount of all other building fees required thereafter or at anytime on Tract 2 and Tract 3.

Section 5. Site Development: The Owner and Optionees further agree to the following specific terms set forth in Subsection 5.1, below:

Section 5.1. Site Plan: Clinton C. Atkins agrees to submit a site plan for Tract 2 and Tract 3 for City approval prior to any application for building permits on Tract 2 or Tract 3.

Meijer Realty Company agrees that any development of Tract 1 will be substantial conformance with the attached site plan referenced in Exhibit E. Said site plan approval further requires that:

Section 5.1.1. Landscaping Plan: In order to satisfy the requirements of the Urbana Zoning Ordinance, Meijer Realty Company agrees to develop landscaping for Tract 1 in substantial conformance with the Landscaping Plan illustrated in Exhibit L.

Section 5.1.2. Storm Water Detention: In order to satisfy the requirements of Chapter 21 of the Urbana City Code of Ordinances entitled "City of Urbana Subdivision and Land Development Code", Clinton C. Atkins will provide storm water detention on Tract 2 or Tract 3 or adjacent lands to the east of the Parcel under Clinton C. Atkins control, to accommodate storm water runoff from the proposed development of the Parcel, including storm water runoff from Tract 1. Said storm water management will be presented as an engineered plan to the City Engineer and Meijer Realty Company for approval and, subject to the City Engineer's approval may be provided by means of a temporary basin until such time as Tract 2, Tract 3 or adjoining property is developed by Clinton C. Atkins. Optionees agree that off-site storm water detention shall be constructed, operational and approved by the City Engineer prior to the opening of any business on said Tract 1. Said temporary basin will detain water for the five (5) year through the fifty (50) year rain events and will release water at the five year through the one hundred (100) year agricultural or predevelopment rates. The temporary basin shall be replaced with a permanent basin or storm water management system within five (5) years of its approval by the City Engineer. All storm water runoff resulting from the temporary or permanent systems on the Parcel will be outletted to the drainage swale located at the southeast corner of the Parcel or to a storm water management system to adjacent lands to the east of the Parcel.

Section 5.1.3. Berm: Meijer Realty Company agrees to install a landscaped berm on Tract 1 to act as a buffer between the commercial development illustrated on the attached site plan and anticipated adjoining residential development on its eastern border and the existing church development on its northern border.

Section 5.1.4 Parking: Meijer Realty Company agrees that any future expansion of the Meijer store parking lot as illustrated on the attached site plan requires Plan Commission and City Council approval as an amendment to the site plan prior to the construction of any parking expansion.

Section 5.2. Participation in Public Improvements:

Section 5.2.1. Right-of-Way Dedication: The Owners and Optionees agree to dedicate to the City, and the City will accept, without cost to the City, a fifty (50) foot width of frontage as measured from the center of the Windsor Road right-of-way for the length of Tract 1 and Tract 2 for use as public right-of-way and to dedicate to the City, and the City will accept,

without cost to the City, a forty (40) foot width of frontage as measured from the center of Philo Road right-of-way for the length of Tract 1 for use as public right-of-way.

Section 5.2.2. Sidewalk Construction Contribution: Meijer Realty Company agrees to contribute 50% of the cost not to exceed twenty-five thousand dollars (\$25,000) to the City toward the construction of sidewalks along the east side of Philo Road from Mumford Drive to Windsor Road and the north side of Windsor Road from Philo Road to Myra Ridge Drive. Said funds will be due and payable to the City within thirty (30) days after the City Engineer's written request to Meijer Realty Company for payment, which request will not be given until after such sidewalks are completed.

Section 5.2.3. Traffic Signal: Should the City Engineer determine that a traffic signal at either Philo Road or Windsor Road and the entrance into the Parcel is warranted per the Illinois Manual of Uniform Traffic Control Devices, Meijer Realty Company agrees to contribute fifty percent (50%) of the cost, not to exceed fifty thousand dollars (\$50,000) after completion of construction to the City toward the installation of a traffic signal at the intersection of Philo Road and the principle entrance onto said Parcel from Philo Road or Windsor Road. Said funds will be due and payable to the City within thirty (30) days of the City Engineer's written request to Meijer Realty Company for payment, which request will not be made until the signal is installed and operational.

Section 5.2.4. Substantial Construction Prior to Capital Improvements: Meijer Realty Company agrees that the City will not commence construction of any improvements outlined in Article II, Section 6 until Meijer Realty Company has obtained a building permit for a new, approximately 200,000 square foot commercial building. The parties agree that said improvements will be completed prior to or at the time of the Meijer store opening.

Section 5.2.5. Construction of East/West Collector Street: Clinton C. Atkins, agrees to construct an east/west collector street and appurtenances with a thirty-one (31) foot wide pavement within a sixty (60) foot right-of-way on the north side of the Parcel as illustrated in Exhibit F in full compliance with Chapter 21 of the Urbana Code of Ordinances entitled "The City of Urbana Subdivision and Land Development Code." The City Engineer will review and approve all project costs and selected successful bidder prior to the commencement of any street construction. All statements for construction costs shall be approved by the City Engineer as he determines they comply with the original bid documents and construction plans. The City will accept said street as a public street once it has been certified as having been constructed in conformance with the City's Subdivision and Land Development Code. Upon the recording of the last of final plats totaling at least one-third (1/3) the land area of Tract 3 with the Champaign County Recorder's Office, the City will reimburse Clinton C. Atkins the full cost of said construction in two payments the first of which is to be paid within three (3) months of the said recording and the second not later than nine (9) months from said recording. In addition,

Clinton C. Atkins agrees to post a maintenance bond for said street prior to the City's acceptance in accordance with the City's Subdivision and Land Development Code.

Section 5.3. Title to Property: Optionees agree to complete all transfer of title to Tract 1 as contemplated herein by December 31, 1995. In the event that the Optionees do not acquire said Tract, the provisions of this agreement shall be come null and void at the discretion of Clinton C. Atkins. If Clinton C. Atkins chooses to proceed without participation by Meijer as additional Optionee, all obligations of Meijer under this Agreement are void *ab initio*.

Section 5.4. Subdivision of Parcel: The Owners and Optionees agree that, subject to Section 5.3 above, the Parcel will be properly subdivided by each optionee as to its respective parcel in accordance with Chapter 21 of the Urbana Code of Ordinances including any exceptions or waivers granted herein or granted upon approval of future subdivision requests.

Section 5.5 Traffic Signal at Myra Ridge Drive and Windsor Road. Clinton C. Atkins agrees to pay 50% of the cost of a traffic signal at Myra Ridge Drive and Windsor Road, not to exceed twenty-five thousand dollars (\$25,000) if the City Engineer determines that said signal is warranted. In addition, Clinton C. Atkins agrees to dedicate right-of-way necessary for the installation of said signal and lane improvements along Windsor Road or Myra Ridge Drive extended, at no cost to the City. Further, if the City Engineer determines the proposed traffic projections from either the Meijer store and/or further development of Tracts 2 and 3 warrant the installation of said traffic signal, the parties agree that said traffic signal installation shall occur coincidental with the widening of Windsor Road or the extension of Myra Ridge Drive north of Windsor Road.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

In addition to the obligation set forth in Article I. Section 5.2.5, the Corporate Authorities agree to the following provisions:

Section 1. Annexation: The Corporate Authorities agree to annex said Parcel 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 Owners, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Parcel to the City.

Section 2. Zoning: The Corporate Authorities agree that Tract 1 and Tract 2 will be zoned City B-3, General Business, and Tract 3 will be zoned R-4, Medium Density Multiple Family Residential, as defined in the City of Urbana Ordinance as such exists at the time of annexation. The Corporate Authorities agree to submit a rezoning petition requesting the rezoning of those portions of Tract 1 and Tract 2 within the Urbana City limits from R-1 Single Family Residential to B-3 General Business. The Corporate Authorities agree that all applicable development

regulations existing at the time of annexation will apply to said Parcel, unless otherwise provided for in this Agreement.

Section 3. Waiver Findings: The Corporate Authorities find that the waivers of the City of Urbana's Subdivision and Land Development Code agreed to in Article II Section 4 herein are supported by the following findings:

- a. Due to existing conditions, there are site specific difficulties in complying with these regulations, such as the large commercial development's location on Philo Road and Windsor Road warrant allowing direct access onto Philo and Windsor Roads. In addition, the lot on which Northern Illinois Water Company will construct a water storage facility and which normally requires public access will be best located away from public right-of-way; and
- b. The granting of the following waivers will not cause significant adverse effects on the public health, safety and welfare because traffic safety improvements will be installed as warranted; and
- c. Sufficient evidence is shown to both the Plan Commission and the City Council that the waivers will benefit the public health, safety and welfare and the alternatives described herein better serve the public's interest because proper turn lanes and traffic control management will increase the commercial sites' public accessibility; and
- d. The proposed waivers support and foster implementation of the goals, objectives and policies represented in the Urbana Official Comprehensive Plan, 1982, as amended because it allows efficient development of a commercially designated property; and
- e. The proposed waivers are the minimum deviation from the requirements that will alleviate the difficulties; and
- f. The plight of the applicant is due to peculiar circumstances not of the applicant's own making because the commercial property is located at the intersection of two major arterials and commercial development area is limited by the Comprehensive Plan, making construction of a frontage road impractical.

Section 4. Subdivision Waiver: The Corporate Authorities agree to grant the following waivers upon the development and/or subdivision of said Parcel as represented in Exhibit E:

- a) Waiver of Section 21-36 to the extent that this section prohibits lots from having direct access onto arterial streets.
- b) Waiver of Section 21-37 to the extent that this section requires all lots have public access in conformance with the City's Zoning Ordinance. Said waiver will allow the

creation of a lot for Northern Illinois Water Company which is served by a private access easement.

c) Waiver of Table A to the extent that this table requires a 66 foot right-of-way and a 34 foot wide pavement for the east/west collector and said installation can be completed in a timely manner.

Section 5. Liquor Licenses: Upon Tract 1's annexation to the City, the City agrees to make available two Class C Liquor Licenses for package sales within Tract 1 to a qualified applicant representing Meijer Realty Company.

Section 6. Street Improvements and Capital Improvements:

Section 6.1. Windsor Road and Philo Road Improvements: The City agrees to cause the widening of Windsor Road to a three-lane cross section plus auxiliary lanes and tapers as the City Engineer determines necessary, between Philo Road and Myra Ridge Drive at an estimated cost of four hundred and fifty thousand dollars (\$450,000); to widen Philo Road to a three-lane cross section plus auxiliary lanes and tapers as the City Engineer determines necessary, from Colorado Avenue to Windsor Road at an estimated cost of four hundred thousand dollars (\$400,000) as such improvements are illustrated on Exhibit G. The Parties agree that said construction will not commence until after Meijer Realty Company receives a building permit for an approximately 200,000 square foot commercial building on Tract 1 as depicted on Exhibit E.

Section 6.2. Traffic Signal: The City agrees to cause the installation of a traffic signal at the intersection of Philo and Windsor Roads at an estimated cost of sixty thousand dollars (\$60,000). In addition, the City agrees to contribute thirty-seven thousand five hundred dollars (\$37,500) toward the installation of a warranted traffic signal on Philo Road and the commercial development's primary entrance. Meijer Realty Company will contribute fifty percent (50%) of the cost of the installation of this signal, not to exceed fifty thousand dollars (\$50,000) in accordance with Article I. Section 5.2.3.

Section 6.3. Street Lighting: The City agrees to cause the installation of street lighting contemporaneously with the construction of street improvements along Philo Road and Windsor Road described in Article II. Section 5.1 above at an estimated cost of one hundred thousand dollars (\$100,000).

Section 6.4. Sidewalks: The City agrees to cause the installation of sidewalks along Philo Road and Windsor Road, contemporaneously with the street improvements described in Article II. Section 6.1 above. Meijer Realty Company will contribute twenty-five thousand dollars (\$25,000.00) toward the cost of said sidewalk improvements in accordance with Article I. Section 5.2.3, which said improvements are estimated to cost one hundred twenty-five thousand dollars (\$125,000.00).

Section 7. Site Plan Approval: The City hereby approves the site plan attached for Tract 1 subject to the terms and conditions outlined herein and as illustrated on Exhibit E. The parties further agree that the City's Community Development Director/City Planner may approve an alternate site plan in which Meijer Realty Company's commercial building faces to the south rather than the west. In all other respects, Meijer Realty Company agrees that any development of Tract 1 will be in substantial conformance to the site plan illustrated in Exhibit E.

The City further acknowledges that Clinton C. Atkins will submit a site plan for Tract 2 and Tract 3 for City approval prior to any application for building permits on Tract 2 and Tract 3.

Section 7.1. Signs: The City agrees that Meijer Realty Company may construct and maintain signs as described and illustrated in Exhibit H.

Section 8. Sales Tax Allocation: The Corporate Authorities agree that the development of Tract 1 for commercial purposes as presented by Meijer Realty Company will serve the needs of the City and its residents and the project, when completed, will increase employment opportunities in the City, stimulate commercial growth, and further stabilize the tax base of the City. In recognition of this public benefit, the Corporate Authorities agree to pay to Meijer Realty Company an amount equal to thirty-three and one-third percent (33 1/3%) of the one percent (1%) Municipal Retailer and Service Occupation Tax collected pursuant to the Retailer's Occupation Tax Act (35 ILCS 120/1) in the manner provided for in this paragraph. The City will pay to Meijer Realty Company after first reimbursing itself as provided below, thirty-three and one-third percent (33 1/3%) of the one percent (1%) statutory Municipal Retailer and Service Occupation Tax actually received by the City from the Meijer Realty Company development on Tract 1 until Meijer Realty Company has received the total sum of Two Million Dollars (\$2,000,000.00) under the provisions of this section. Payment shall be made by the City on a quarterly basis. No payment of sales tax, however, shall be made to Meijer Realty Company until after the City has reimbursed itself for one hundred percent (100%) of the City's actual costs (but not to exceed one hundred and ten percent (110%) of the estimated costs as stated herein) for the improvements referred to in Article II, Section 6. It is understood and agreed by all parties that the home rule Municipal Retailer and Service Occupation Tax imposed by the City of Urbana as a home rule unit as provided for in 65 ILCS 5/8-11-1, which is currently one percent (1%), is not to be considered as part of the required reimbursement to the City as set forth above, nor shall it be subject to the thirty-three and one-third percent (33 1/3%) allocation to Meijer Realty Company as set forth above.

Section 9. Water Facility: The Corporate Authorities agree that a Northern Illinois Water Company water storage facility may be located on the Parcel other than on Tract 1, its site to be determined and approved by the City's Chief Administrative Officer, Clinton C. Atkins and the City Planner/Director of Community Development Services. The parties agree that said site may be served by a private access easement rather than public right-of-way, said easement may not be necessarily located on the Parcel. The City and Clinton C. Atkins agree, however, that said facility will be a maximum of thirty-two feet high and be located at south of the proposed

east/west collector street. The parties further agree that said facility will be properly screened with live landscaping.

Section 10. Open Space: The Corporate Authorities agree that the surface area of storm water detention basins may be credited toward open space requirements of the Urbana Zoning Ordinance.

Section 11. Collector Street: The Corporate Authorities acknowledge that the site plan and proposed collector street, although varying from the proposed street classification map of the City of Urbana Comprehensive Plan, satisfies the Plan's intent by providing an east/west collector street in the area designated.

Section 12. Sanitary Sewer Relocation. The Corporate Authorities agree that, depending on final construction plans, to support the relocation of a Urbana & Champaign Sanitary District sanitary sewer located in the southeast portion of the Parcel.

Section 13. Drainage Control Structures: The Corporate Authorities agree to pay any extraordinary costs of control structures for pass through flows from the dominant land but said cost not to exceed five thousand dollars (\$5,000). Said control structures will be approved by the City Engineer and shall be located solely on the Parcel.

Section 14. Drainage Outlets - Hold Harmless. To the extent permitted by law and until water draining from the basin(s) to be constructed pursuant to Section 5.1.2 above is provided a water transportation system approved by the City Engineer of the City of Urbana, which transportation system carries the said water to a point where it empties into any one or more of the following:

- (1) Drainage ditch of St. Joseph Township No. 3 Drainage District;
- (2) The Windsor Road roadside ditch (north side);
- (3) The High Cross Road (Route 130) roadside ditch (west side),

the City shall defend and hold harmless Clinton C. Atkins (hereinafter simply "Atkins") against any and all claims relating to increasing or decreasing the rate or volume of water from the Parcel onto servient lands not owned by Atkins which may be brought against Atkins because of his participation in the design or construction of the storm water detention facility as defined in Section 5.1.2.

As soon as practicable after Atkins gains knowledge of any claim against him of the nature described above, he shall notify the City in writing of such claim, and the City shall then undertake the legal defense of the claim and keep Atkins advised of the status of such.

To the extent that the City becomes obligated to pay any sums to others by reason of such claims, whether such payment be made pursuant to judgment of a court of competent jurisdiction or settlement agreement, the City shall be subrogated to all rights and claims which Atkins may have against engineers, architects, contractors or others employed or acting any way on behalf of Atkins in connection with design or construction of the drainage outlet. Atkins agrees not to do anything which may cause the waiver of any such rights and claims to the City and to cooperate with the City in the prosecution of such claims, if necessary.

Atkins shall cause any engineer and contractor working on the drainage outlet to maintain during construction thereof, a minimum of one million dollars (\$1,000,000.00) in general liability insurance and worker's compensation insurance in the statutory amount and employer's liability insurance in an amount of at least five hundred thousand dollars (\$500,000.00). Atkins also agrees to require any architect or engineer working on the drainage outlet to maintain one million dollars (\$1,000,000.00) of professional liability insurance during such engineer's or architect's work on the drainage outlet and for a period of five (5) years after its completion. Atkins shall require that the City, its officers and employees be named as additional insured for any general liability policy required by this Section.

Section 15. Street Extensions: The Parties agree that Clinton C. Atkins will extend Myra Ridge Drive northward through the Parcel in compliance with the City of Urbana's Subdivision and Land Development Code. In addition, the Corporate Authorities will not require the extension of Susan Stone Drive northward through the Parcel.

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 the subject Parcel 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 Owners, their 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 Owners as to all or any part of the Parcel, 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, Optionees and Owners agree that the parties will take no action or omit to take action during the term of this Agreement which act or omission as applied to the Parcel would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by the Optionees, the Owners and the City.

Section 4. Enforcement: The Owners, the Optionees 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, except as outlined in Section 5.3, in addition to other remedies available. Upon breach by the Owners or Optionees, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the Parcel.

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. Notices: All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

Edwin I. Douglas, Owner
2604 S. Philo Road
Urbana, Illinois 61801

Robert Douglas Trust
2604 S. Philo Road
Urbana, Illinois 61801

Meijer Realty Company
Attention: Vice President, Real Estate
2929 Walker Avenue N.W.

Grand Rapids, Michigan 49504

Clinton C. Atkins
The Atkins Group
2001 Kankakee Drive
Champaign, Illinois 61821

City of Urbana
Attention: Chief Administrative Officer
400 S. Vine Street
Urbana, Illinois 61801

Section 7. Effective Date: The Corporate Authorities, Optionees and Owners 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.

Section 8. Exculpatory Clause: Notwithstanding any other provisions of this Annexation Agreement, the Owners shall have no obligation to take any action under this Agreement if Clinton C. Atkins shall fail to exercise the option given by the Owners and shall fail to take title to the Parcel. If Clinton C. Atkins shall exercise the option with the Owners for the Parcel, and Clinton C. Atkins shall assume all obligations placed upon the Owners under this Agreement and the Owners shall therefore have no further obligation under this Agreement.

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IN WITNESS WHEREOF, the Corporate Authorities, the Optionees and Owners 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

Date: 1/12/95

Attest:

Phyllis D. Clark

Phyllis D. Clark

City Clerk

Date: 1-12-95

Owner:

Edwin I. Douglas

Edwin I. Douglas

Date: 1-2-95

Attest:

Jennifer A. Buchanan

Notary Public

Date: 1-2-95



Marsha K. Douglas

Marsha K. Douglas

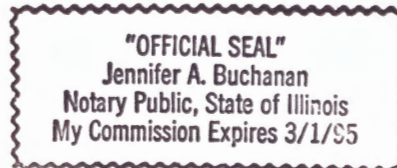
Date: 1-2-95

Attest:

Jennifer A. Buchanan

Notary Public

Date: 1-2-95



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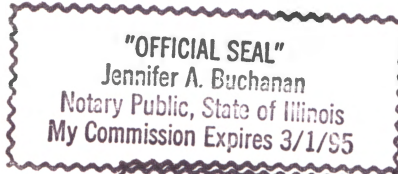
0626

Owner: Robert Douglas Trust

By: Edwin I. Douglas
Edwin I. Douglas, Its Trustee

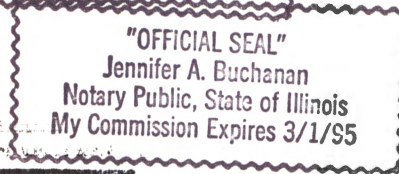
Attest:

Jennifer A. Buchanan
Notary Public
Date: 1-2-95



By: Seann Topol
Seann Topol, Its Trustee

Jennifer A. Buchanan
Attest: 1-2-95



Crystal J. Tanney
Notary Public
Date: 12/30/94



By: Fredrick R. Douglas
Fredrick R. Douglas, Its Trustee

Attest:

Notary Public
Date: _____

Optionee: Meijer Realty Company

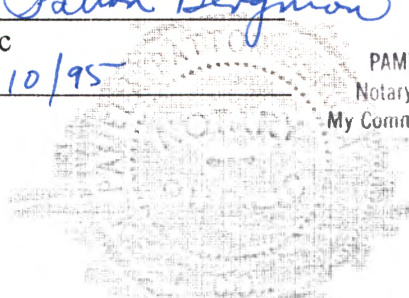
John S. Stephenson
Its: Vice President

LEGAL SMP
BUS. [Signature]

Attest:

Pamela Patton Bergman
Notary Public
Date: 1/10/95

PAMELA PATTON BERGMAN
Notary Public, Kent County, MI
My Commission Expires Aug. 3, 1998



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Optionee:

Clinton C. Atkins

Clinton C. Atkins

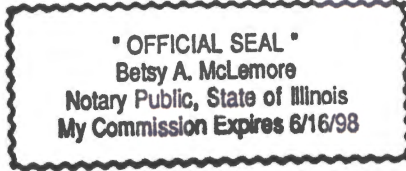
Date: 1-25-95

Attest:

Betsy A. McLemore

Notary Public

Date: 1-25-95



EXHIBITS

Exhibit A: Legal description for entire Douglas Tract.

Exhibit B: Map of entire Douglas Tract.

Exhibit C: Legal Description of that portion of Douglas Tract which Meijer is purchasing.

Exhibit D: Legal Description of that portion of Douglas Farm for which Clinton C. Atkins will retain ownership referred to as Tract 2 (additional commercial) and Tract 3 (the remaining residential).

Exhibit E: Meijer and commercial area site plan.

Exhibit F: Illustration/engineering drawing of east/west collector.

Exhibit G: Illustration of Windsor and Philo Road Improvements.

Exhibit H: Signage Plan for Meijer.

Exhibit I: Copy of Atkins/Douglas Option Affidavit

Exhibit J: Copy of Atkins/Meijer Option Affidavit

Exhibit K: Meijer Landscaping Plan

11/18/94 version

Exhibit A
Douglas Farm Legal Description

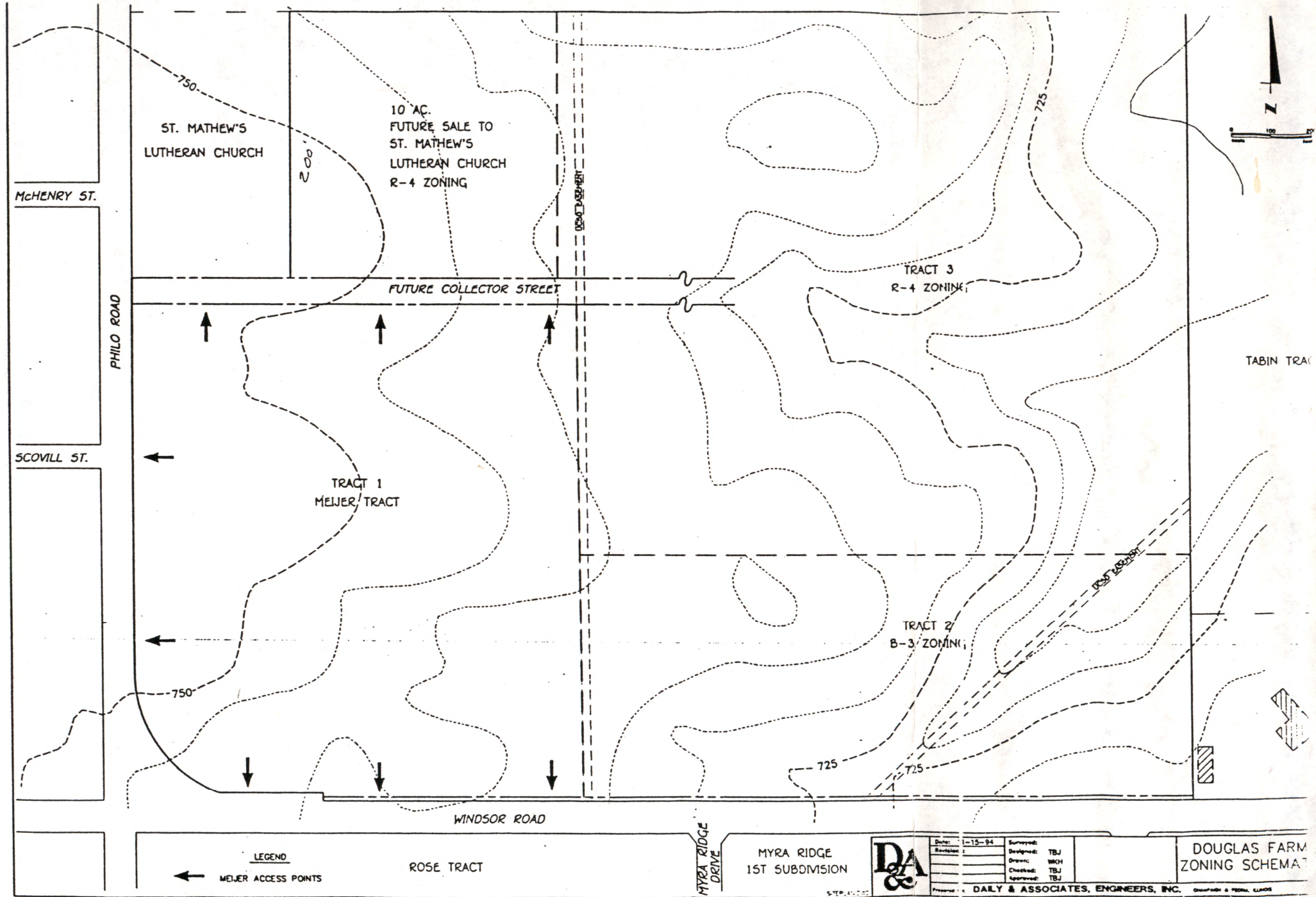
THE SOUTH $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER; THENCE NORTH 0 DEGREES 48 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTH EAST $\frac{1}{4}$, A DISTANCE OF 615.00 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 02 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 0 DEGREES 48 MINUTES 58 SECONDS EAST, ALONG A LINE PARALLEL TO AND 40.00 FEET EASTERLY OF THE WEST LINE OF SAID SOUTH EAST $\frac{1}{4}$, A DISTANCE OF 504.92 FEET; THENCE SOUTH 45 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 57 SECONDS EAST, ALONG A LINE PARALLEL TO AND 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SOUTH EAST $\frac{1}{4}$ A DISTANCE OF 405.47 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST $\frac{1}{4}$; THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH EAST $\frac{1}{4}$, A DISTANCE OF 495.00 FEET TO THE POINT OF BEGINNING.

AND:

THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 1335.45 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING ON THE WEST LINE OF THE SOUTH EAST $\frac{1}{4}$ OF SAID SECTION 21; THENCE EAST 430.30 FEET; THENCE NORTH AND PARALLEL WITH SAID WEST QUARTER SECTION LINE, 655.80 FEET; THENCE WEST, 430.30 FEET TO THE WEST LINE OF SAID SOUTH EAST QUARTER SECTION; THENCE SOUTH ON THE WEST LINE OF THE SOUTH EAST QUARTER SECTION OF SAID SECTION 21, 655.80 FEET TO THE POINT OF BEGINNING, SAID Tract BEING A PART OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.



LEGEND
 ← MEIJER ACCESS POINTS

ROSE TRACT

MYRA RIDGE
 1ST SUBDIVISION



Date: 1-15-94	Surveyed: TBJ
Designed: TBJ	Drawn: WKH
Checked: TBJ	Approved: TBJ

DOUGLAS FARM
 ZONING SCHEMAT

DAILY & ASSOCIATES, ENGINEERS, INC. CONSULTING & DESIGN ENGINEERS

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Exhibit C: Tract 1

(Meijer Tract)

THE SW 1/4 OF THE SE 1/4 OF SECTION 21, T. 19 N., R. 9 E. OF THE 3RD P.M.,
CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE EAST 170 FEET THEREOF AND
EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SW CORNER OF SAID SE 1/4; THENCE N.
0°48'58" W., ALONG THE WEST LINE OF SAID SE 1/4, A DISTANCE
OF 615.00 FEET; THENCE N. 89°11'02" E., A DISTANCE OF 40.00
FEET; THENCE S. 0°48'58" E., ALONG A LINE PARALLEL TO AND
40.00 FEET EASTERLY OF THE WEST LINE OF SAID SE 1/4, A
DISTANCE OF 504.92 FEET; THENCE S. 45°22'03" E., A DISTANCE OF
71.27 FEET; THENCE N. 89°37'57" E., ALONG A LINE PARALLEL TO
AND 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SE 1/4, A
DISTANCE OF 405.47 FEET; THENCE S. 00°22'03" E., A DISTANCE OF
60.00 FEET TO THE SOUTH LINE OF SAID SE 1/4; THENCE S.
89°37'57" W., ALONG THE SOUTH LINE OF SAID SE 1/4, A DISTANCE
OF 495.00 FEET TO THE POINT OF BEGINNING.

Exhibit D: Tract 2 and Tract 3

Tract 2:

THE SOUTH 650 FEET OF THE EAST 170 FEET OF THE SW 1/4 OF THE SE 1/4 OF SECTION 21, AND THE SOUTH 650 FEET OF THE SE 1/4 OF THE SE 1/4 OF SECTION 21, T. 19 N., R. 9 E. OF THE 3RD P.M., CHAMPAIGN COUNTY, ILLINOIS.

Tract 3:

THE EAST 170 FEET OF THE SW 1/4 OF THE SE 1/4 OF SECTION 21 EXCEPT THE SOUTH 650 FEET THEREOF, AND

THE SE 1/4 OF THE SE 1/4 OF SECTION 21 EXCEPT THE SOUTH 650 FEET THEREOF, AND

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 21, T. 19 N., R. 9 E. OF THE 3RD P.M., CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 1335.45 FEET NORTH OF THE SW CORNER OF THE SE 1/4 OF SECTION 21, T. 19 N., R. 9 E. OF THE 3RD P.M., SAID POINT BEING ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 21; THENCE EAST 430.30 FEET; THENCE NORTH AND PARALLEL WITH SAID WEST 1/4 SECTION LINE, 655.80 FEET; THENCE WEST 430.30 FEET TO THE WEST LINE OF SAID SE 1/4; THENCE SOUTH ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 21, 655.80 FEET TO THE POINT OF BEGINNING, SAID TRACT BEING A PART OF THE SE 1/4 OF SECTION 21, T. 19 N., R. 9 E. OF THE 3RD P.M., SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

MEIJER

Signage Summary Philo Road Urbana, Illinois

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0637

Type	I.D.	Logo	No.	Sq. Ft. Each	Total Sq. Ft.
Main Store Pylon Sign	PS-3	Meijer, 24 hours	2	99	198
Gas Station Pylon	GS-1	Meijer, Type of Gas/Price	1	118	118
			Total Free Standing =		316
Wall Mounted Main Store Sign	GE-2	Meijer, 24 hours	1	234	234
Wall Mounted	GE-9	Why Pay More	1	158	158
			Total Wall Mounted =		392
Canopy Mounted	GS-4	Meijer	1	9	9
			Total Canopy Mounted =		9
			Grand Total =		717 sq. ft.

EXHIBIT H, CONT.

SN:jas
10-19959-03

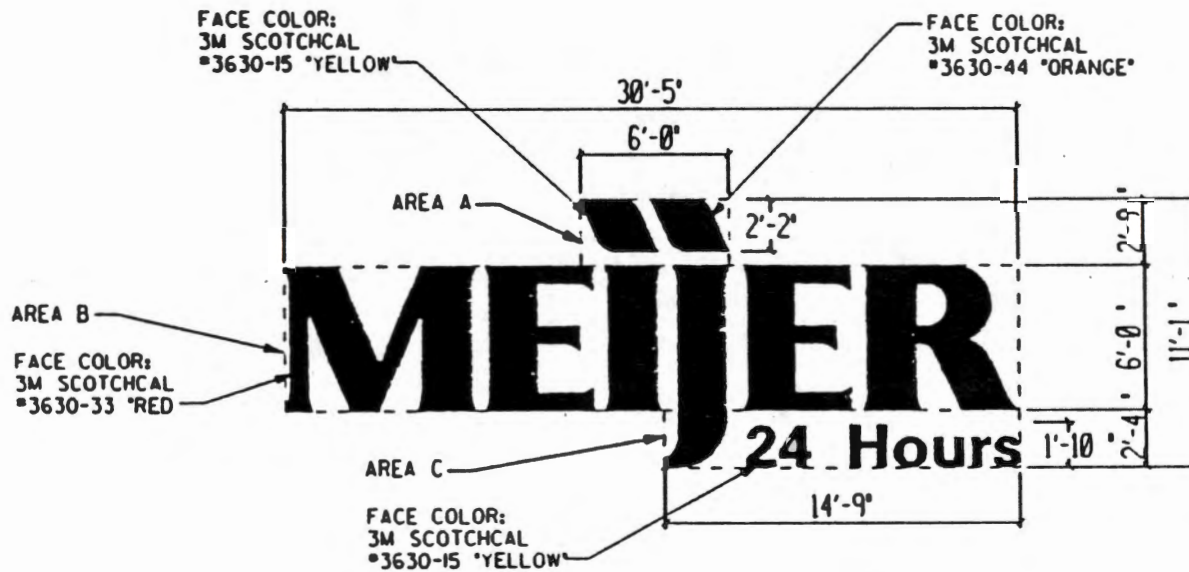


EXHIBIT H, CONT

2311
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638

SIGN AREA

AREA 'A' = 17 S.F.
 AREA 'B' = 183 S.F.
 AREA 'C' = 34 S.F.
 TOTAL = 234 S.F.

NOTE:

INTERNALLY ILLUMINATED CHANNEL LETTERS. SIDES TO BE PAINTED MEIJER EXTERIOR RED.

SIDES OF DOTS OVER 'I', 'J' AND '24 HOURS' TO BE PAINTED TO MATCH RESPECTIVE FACES.

TYPESTYLE: 'MEIJER' TO MATCH CORPORATE LOGO.

'24 Hours' TO BE HELVETICA MEDIUM UPPER & LOWER CASE.

MEIJER

NOT TO SCALE

GE-2 6'-0" WALL MOUNTED LOGO

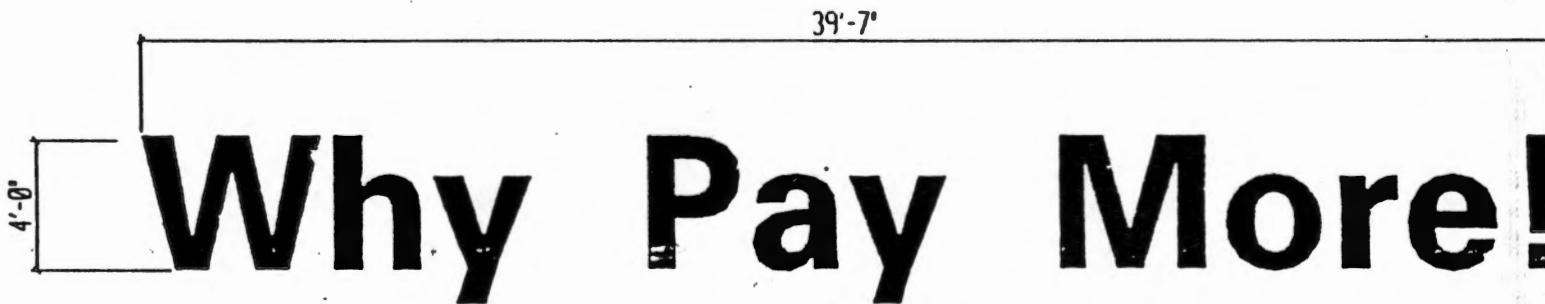
REVISED: 10/93

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EXHIBIT H, CONT



SIGN AREA
 TOTAL = 158 S.F.

NOTE

NON-ILLUMINATED REVERSE
 CHANNEL LETTERS, COLOR
 TO BE MEIJER EXTERIOR RED.

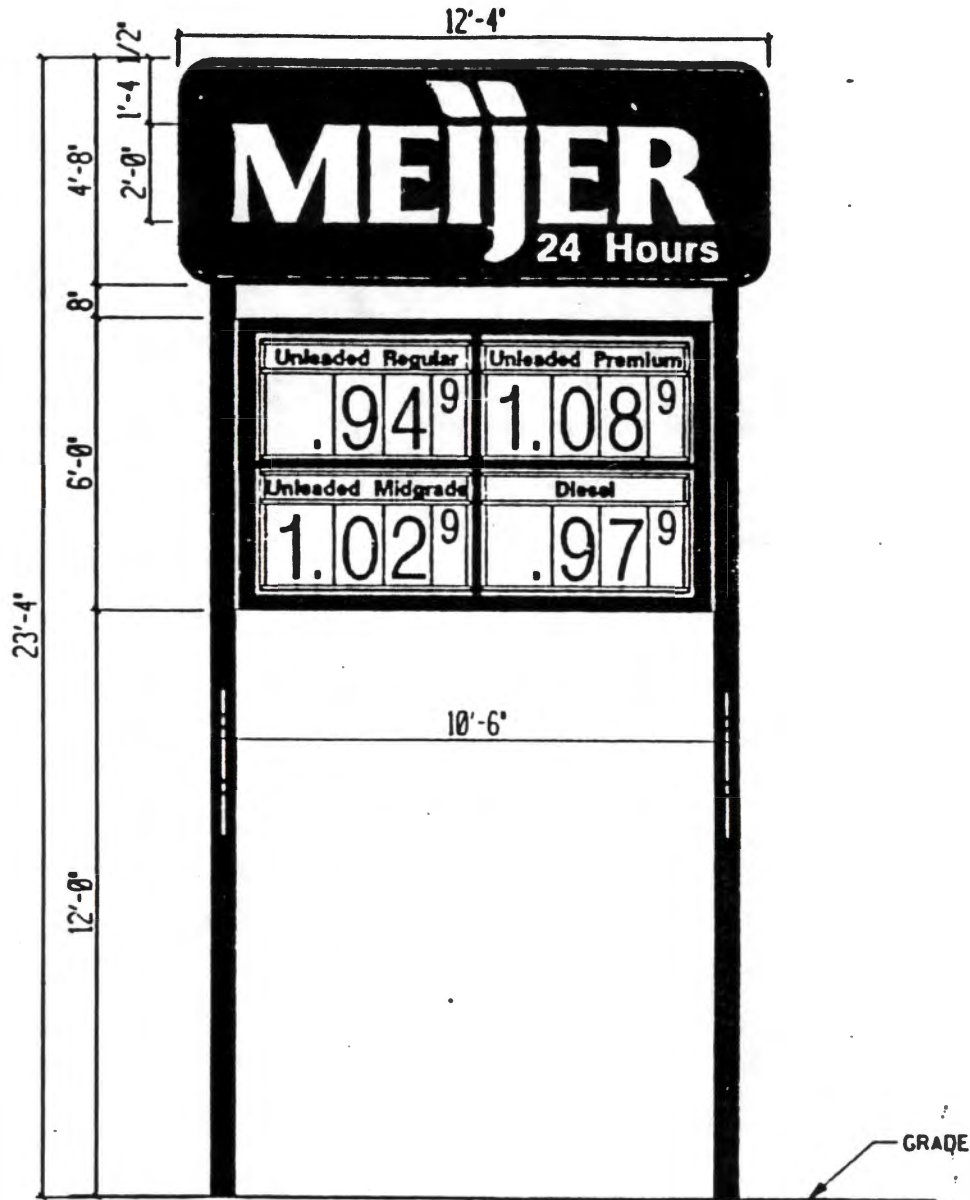
TYPESTYLE: HELVETICA MEDIUM
 UPPER & LOWER CASE.

MEIJER

NOT TO SCALE

GE-9 'WHY PAY MORE' COPY

REVISED: 10/93



SIGN AREA

MEIJER LOGO	= 58 S.F.
PRICES	= 60 S.F.
TOTAL	= 118 S.F.

NOTE:

SIGN TO BE INTERNALLY ILLUMINATED

2311
2311

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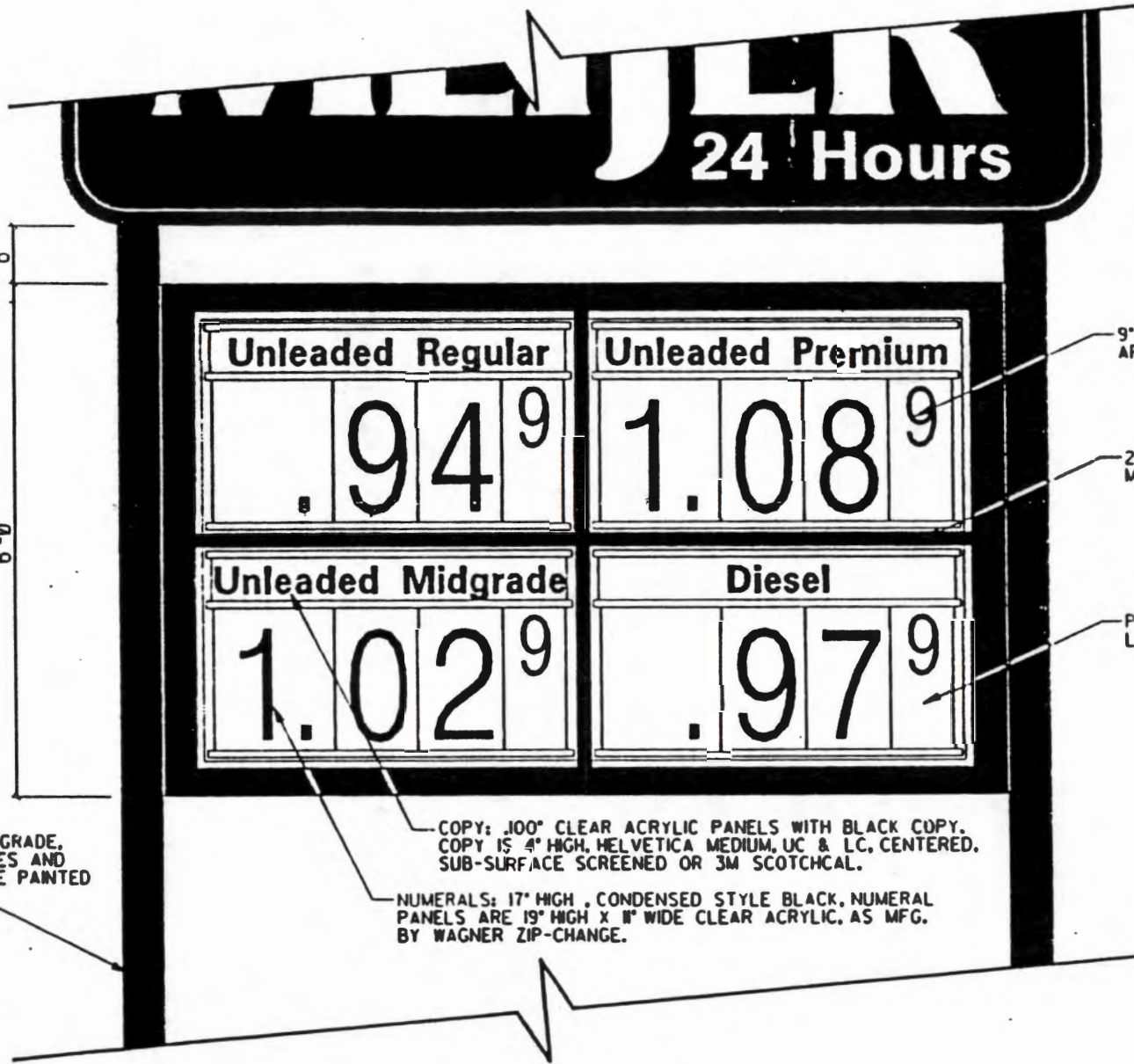
EXHIBIT H, CONT

MEIJER

NOT TO SCALE

GS-1 GAS STATION PYLON

REVISED: 10/93



ENTIRE STRUCTURE ABOVE GRADE, INCLUDING ELECTRICAL BOXES AND EXPOSED CONDUIT IS TO BE PAINTED MEIJER EXTERIOR RED

COPY: .100" CLEAR ACRYLIC PANELS WITH BLACK COPY. COPY IS 4" HIGH, HELVETICA MEDIUM, UC & LC, CENTERED. SUB-SURFACE SCREENED OR 3M SCOTCHCAL.

NUMERALS: 17" HIGH, CONDENSED STYLE BLACK, NUMERAL PANELS ARE 19" HIGH X 11" WIDE CLEAR ACRYLIC, AS MFG. BY WAGNER ZIP-CHANGE.

9" BLACK VINYL NUMBER APPLIED TO SIGN FACE

2" DIVIDER BARS PAINTED MEIJER EXTERIOR RED

PAN FORMED .125" LEXAN FACES, "WHITE"

SIGN AREA

*MEIJER LOGO = 60 S.F.

NOTE:

SIGN TO BE INTERNALLY ILLUMINATED

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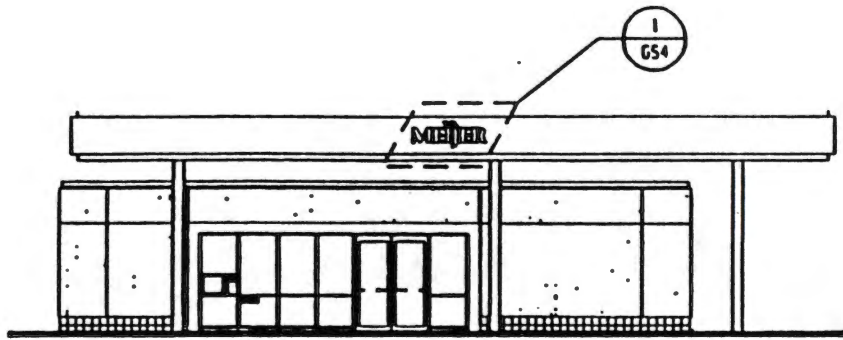
EXHIBIT H, CONT



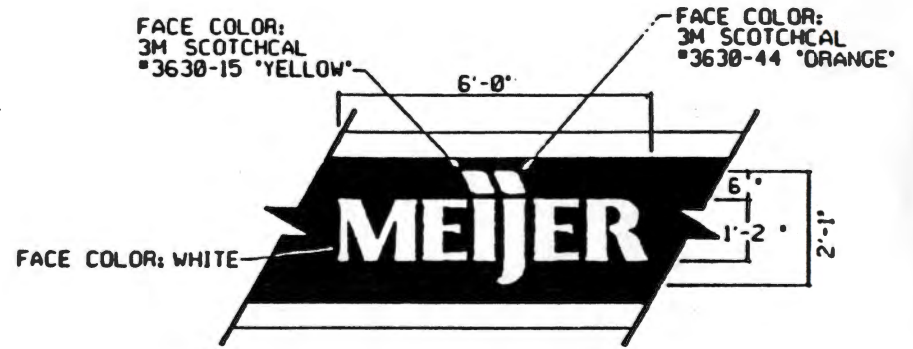
NOT TO SCALE

GS-1 : DETAIL OF GAS STATION PRICE CABINET

REVISED: 10/93

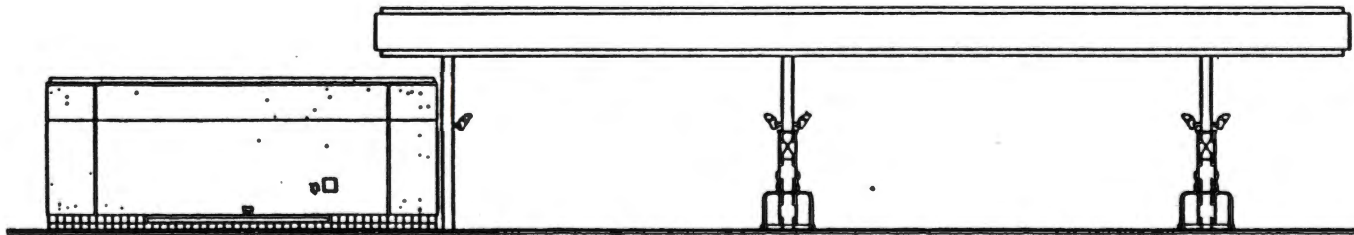


FRONT ELEVATION



1 GS4 SIGN DETAIL

2311 2811
 643 0643
 EXHIBIT H, CONT



SIDE ELEVATION

NOTE:
 INTERNALLY ILLUMINATED LETTERS.
 TYPESTYLE: 'MEIJER' TO MATCH CORPORATE LOGO.

SIGN AREA
 'MEIJER' LOGO = 9 S.F.



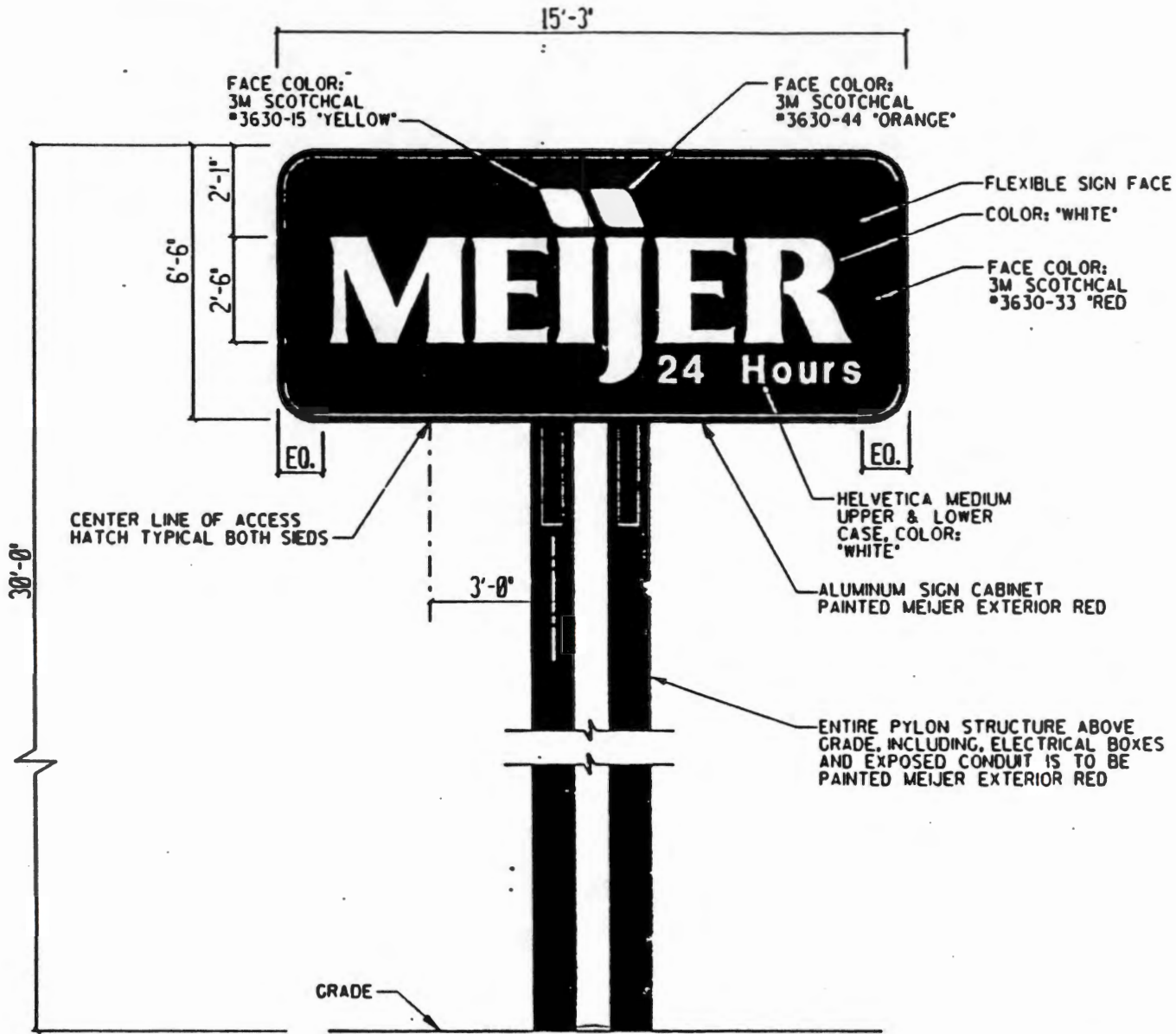
NOT TO SCALE

GS-4 GAS STATION SINGLE CANOPY MOUNTED LOGO

REVISED 10/93

EXHIBIT H, CONT

2811 0644



SIGN AREA
 'MEIJER' LOGO = 99 S.F.

NOTE:
 SIGN TO BE INTERNALLY
 ILLUMINATED

MEIJER

NOT TO SCALE

PS-3 PYLON SIGN

REVISED: 10/93

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EXHIBIT I

AFFIDAVIT

CLINTON C. ATKINS, being first duly sworn states:

1. That he is of legal age and under no legal disability.
2. Your Affiant acknowledges that this Affidavit is a material part of an Annexation Agreement proposed between the City of Urbana, Illinois, Clinton C. Atkins and Edwin I. Douglas, individually and as Trustee and Meijer Realty Company.
3. That he has a legally enforceable option to purchase the Real Estate identified as the Parcel in the proposed Annexation Agreement from Edwin I. Douglas, individually and as Trustee of the Robert Douglas Trust which option is valid until at least April 15, 1995.
4. The option, if exercised, would require that the said Edwin I. Douglas convey to him merchantable fee simple title to the Parcel.

CLINTON C. ATKINS

SWORN & SUBSCRIBED to before me *[Signature]*
 a Notary Public this 7 day of February, 1995. *Betsy A. McLemore*

Betsy A. McLemore
 NOTARY PUBLIC

My Commission Expires: 6/16/98

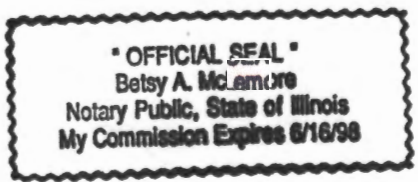
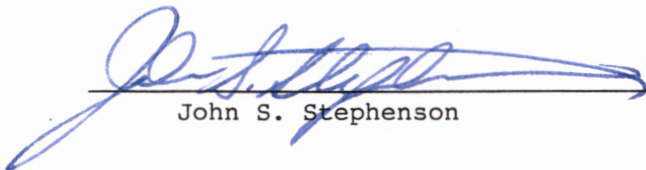


EXHIBIT J

AFFIDAVIT

The undersigned, John S. Stephenson, being first duly sworn, states:

1. That he is of legal age and under no legal disability.
2. That he is authorized as a legal agent of Meijer Realty Company to make this Affidavit.
3. Your Affiant acknowledges that this Affidavit is a material part of an Annexation Agreement proposed between the City of Urbana, Illinois, Clinton C. Atkins and Edwin I. Douglas, individually and as Trustee and Meijer Realty Company.
4. That the Meijer Realty Company has a legally enforceable option to purchase that portion of the Parcel which is described as Tract 1 in the said proposed Annexation Agreement from Clinton C. Atkins, which said option is valid until at least April 15, 1995.
5. The option, if exercised, would require that the said Clinton C. Atkins convey to Meijer merchantable fee simple title to the said Tract 1.



 John S. Stephenson

SWORN & SUBSCRIBED to before me, Barbara J. Vande Kopple,

a Notary Public this 10th day of February, 1995.

Barbara J. Vande Kopple
 NOTARY PUBLIC

My Commission Expires: 4-16-99

BARBARA J. VANDE KOPPLE
 Notary Public, Kent County, MI
 My Commission Expires April 16, 1999

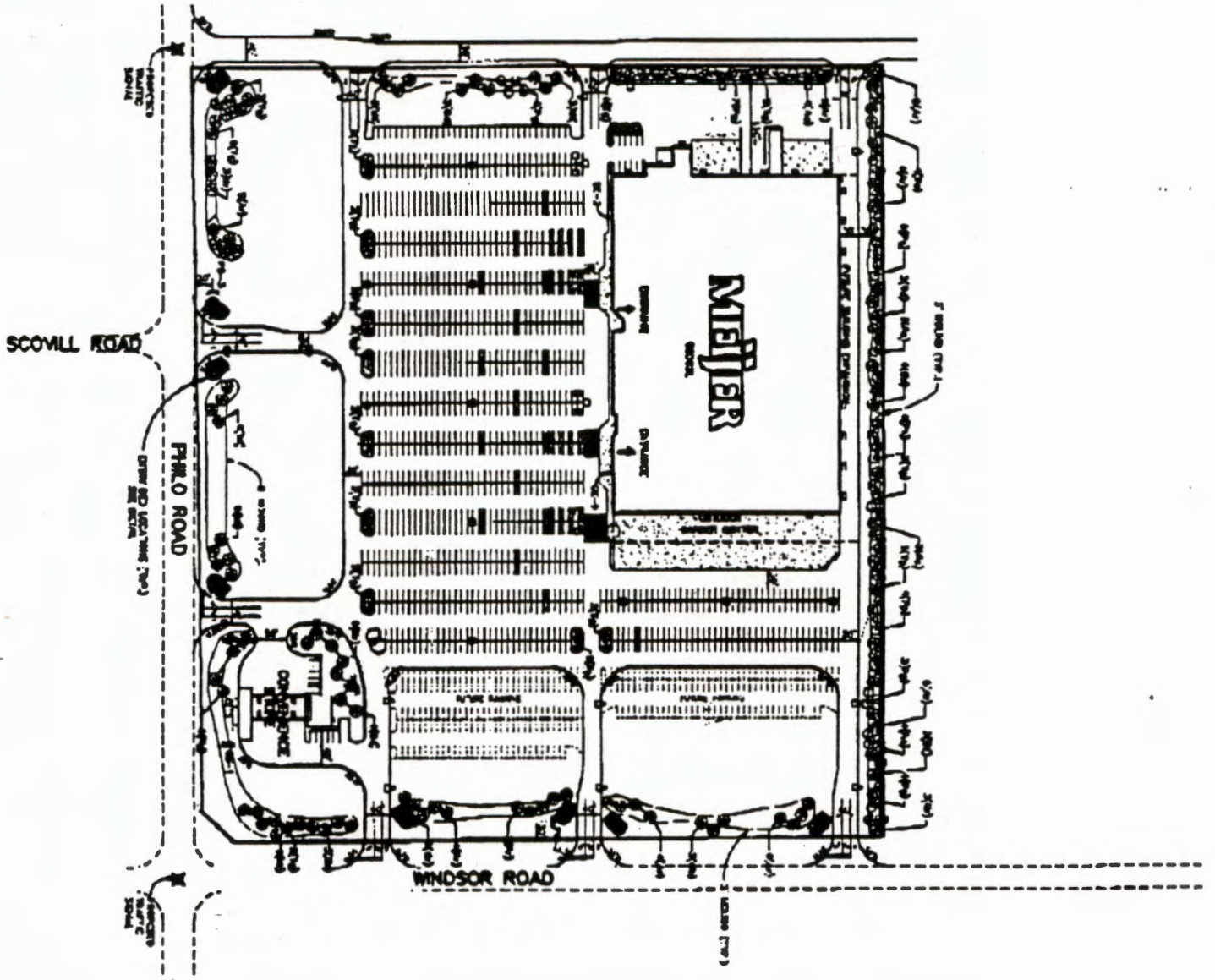


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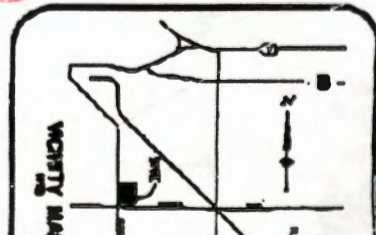
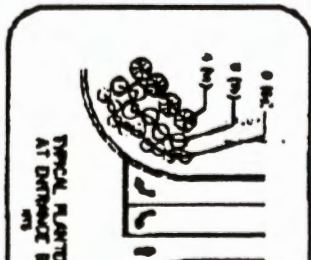
EXHIBIT K: Meijer Landscaping Plan

TO BE REPLACED WITH FULL SCALE



PLANT SCHEDULE

NO.	SYMBOL	PLANT NAME	QUANTITY
1	[Symbol]
2	[Symbol]
3	[Symbol]
4	[Symbol]
5	[Symbol]
6	[Symbol]
7	[Symbol]
8	[Symbol]
9	[Symbol]
10	[Symbol]
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McDonald & Ford

LAW OFFICES

WARD F. McDONALD
KELLY E. FORD
RICHARD W. VAN SICKLE

1701 Broadmoor Drive
Champaign, Illinois 61821
217/398-2242
Fax 217/398-5804

*rec'd 5/30/95
/np*

May 26, 1995

Mr. Jack Waaler
City of Urbana
400 S. Vine
Urbana, IL 61801

RE: Atkins and Meijer Petitions for Annexation

Dear Jack:

Enclosed are the two original petitions for annexation for the Meijer tract and the remainder owned by Mr. Clinton C. Atkins. Please forward a copy of the order for annexation directly to our office. Will you do the recording directly at the Champaign County Recorder's Office, or will you want to route documents for recording back through us? We have been using Chicago Title on this file, and it is possible to have them do the recording. Simply let me know if the City of Urbana has a preference, and we will make the necessary arrangements.

Sincerely,

Kelly E. Ford
Kelly E. Ford

enclosures
cc:
Mark Dixon
Mike Martin
Steve Price

*Copies given
to Reed 30 MAY 95*

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, Meijer Realty Company, a Michigan Corporation, respectfully states under oath:

1. Petitioner is the sole owner of record, of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

Situate in the Southeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, City of Urbana, County of Champaign, State of Illinois, and being part of that tract of land conveyed by deed to Clinton C. Atkins as recorded in Document No. 95R04882 and all that tract of land conveyed by deed to said Clinton C. Atkins as recorded in Document No. 95R04883 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Champaign County Recorders Office, unless noted otherwise), and being more particularly bounded and described as follows:

Commencing for reference at an aluminum cap stamped "ILS 1470", reportedly over a stone, at the southwest corner of said Southeast Quarter, and being in the right-of-way of Philo Road and Windsor Road;

thence along the west line of said Southeast Quarter and in the right-of-way of said Philo Road, North no degrees sixteen minutes thirty-two seconds West (N00°16'32"W) for six hundred fifteen and no/100 feet (615.00') to a railroad spike (set) at the northwest corner of a tract of land dedicated to the City of Urbana for public roadway purposes as recorded in Book 1822, Page 472 and being the TRUE POINT OF BEGINNING of the herein described tract of land;

thence departing said City of Urbana land and continuing along said west line and in said right-of-way, North no degrees sixteen minutes thirty-two seconds West (N00°16'32"W) for six hundred sixty and 77/100 feet (660.77') to a railroad spike (set);

thence departing said west line and over said Atkins land on a new division line, South eighty-nine degrees forty-seven minutes ten seconds East (S89°47'10"E) for one thousand one hundred fifty and 92/100 feet (1150.92') to a 5/8 inch iron pin (set) in the west line of a sanitary sewer easement conveyed by deed to the Urbana and Champaign Sanitary District as recorded in Book 824, page 580;

thence continuing over said Atkins land, on a new division line and along the west line of said easement, South no degrees twenty minutes thirty-five seconds East (S00°20'35"E) for one thousand two hundred seventy-four and 89/100 feet (1274.89') to a railroad spike (set) in the south line of said Section 21 and being in the right-of-way of Windsor Road;

thence along said south line and in said right-of-way, North eighty-nine degrees forty-nine minutes fifty-one seconds West (N89°49'51"W) for six hundred fifty-seven and 41/100 feet (657.41') to a railroad spike (set) at the southeast corner of said City of Urbana land;

thence departing said south Section line and along the easterly and northerly lines of said City of Urbana land for the following five (5) described courses:

- 1.) North no degrees ten minutes nine seconds East (N00°10'09"E) for sixty and 00/100 feet (60.00') to a 5/8 inch iron pin (set);
- 2.) North eighty-nine degrees forty-nine minutes fifty-one seconds West (N89°49'51"W) for four hundred five and 47/100 feet (405.47') to a 5/8 inch iron pin (set);
- 3.) North forty-four degrees forty-nine minutes fifty seconds West (N44°49'50"W) for seventy-one and 27/100 feet (71.27') to a 5/8 inch iron pin (set);
- 4.) North no degrees sixteen minutes thirty-two seconds West (N00°16'32"W) for five hundred four and 92/100 feet (504.92') to a 5/8 inch iron pin (set);
- 5.) South eighty-nine degrees forty-three minutes twenty-eight seconds West (S89°43'28"W) for forty and 00/100 feet (40.00') to the TRUE POINT OF BEGINNING, containing thirty-two and 496/1000 (32.496) acres more or less.

except;

That portion of the above described tract that was previously annexed into the City of Urbana by Ordinance No. 7778-4.

Commonly known for reference as 2500 S. Philo Road, and further referenced as P.I.N. 30-21-21-400-012 (part of) and 30-21-21-400-013.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.
3. There are no electors residing in the Tract.

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by City Council January 3, 1995 as Ordinance No. 9495-65 and approved by the Mayor of the City of Urbana.

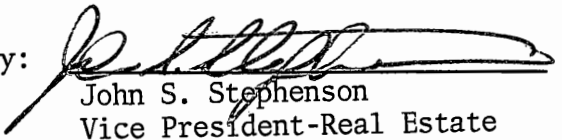
Dated this 25th day of May, 1995.

Legal SMP

Bus. _____

PETITIONER:
Meijer Realty Company

By:


John S. Stephenson
Vice President-Real Estate

ATTEST:

Subscribed and sworn to before me this

25th day of May, 1995, A.D.

Barbara J. VandeKopple
Notary Public

My Commission Expires: 4-16-99

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BARBARA J. VANDE KOPPLE
Notary Public, Kent County, MI
My Commission Expires April 16, 1999

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, Clinton C. Atkins, respectfully states under oath:

1. Petitioner is the sole owner of record, of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

Part of the South 1/2 of the SE 1/4 of Section 21 and part of the South 1/2 of the north 1/2 of the SE 1/4 of Section 21, T. 19 N., R. 9 E. of the 3rd P.M., Champaign County, Illinois, more particularly described as follows:

Beginning at the SE corner of the SE 1/4 of Section 21, T. 19 N., R. 9 E. of the 3rd P.M., Champaign County, Illinois; thence, N89°-49'-51"W, along the south line of the SE 1/4 of said Section 21 and approximate centerline of Windsor Road, 2,149.83 feet; thence, N00°-10'-09"E, along the existing north right-of-way line of Windsor Road, recorded in Book 1822 at Page 472 in the Office of the Recorder of Champaign County, Illinois, 60.00 feet; thence, N89°-49'-51"W, along said existing north right-of-way line, 405.47 feet; thence, N44°-49'-50"W, along said existing north right-of-way line, 71.27 feet to the existing east right-of-way line of Philo Road; thence, N00°-16'-32"W, along said existing east right-of-way line, 504.92 feet; thence S89°-43'-28"W, along said existing east right-of-way line, 40.00 feet to the west line of the SE 1/4 of said Section 21; thence, N00°-16'-32"W, along said west line, 720.77 feet to the SW corner of a tract of land recorded in Book 716 at Page 258 in the Office of the Recorder of Champaign County, Illinois; thence, S89°-47'-10"E, along the south line of said tract, 430.30 feet; thence, N00°-16'-32"W, along the east line of said tract, 655.80 feet to the south line of Eagle Ridge of Urbana, Champaign County, Illinois, recorded in Book AA of Plats at Page 140 as Document Number 87R19183 in the Office of the Recorder of Champaign County, Illinois, monumented as the north line of the south 1/2 of the north 1/2 of the SE 1/4 of said Section 21; thence S89°-47'-10"E, along said south line of Eagle Ridge of Urbana, 2,209.86 feet to the southeast corner of said Eagle Ridge of Urbana; thence, S00°-24'-39"E, along the east line of the SE 1/4 of said Section 21, 1,989.56 feet to the point of beginning,

excepting therefrom the following tract:

Commencing for reference at an aluminum cap stamped "ILS 1470", reportedly over a stone, at the southwest corner of said Southeast Quarter, and being in the right-of-way of Philo Road and Windsor Road;

thence along the west line of said Southeast Quarter and in the right-of-way of said Philo Road, North no degrees sixteen minutes thirty-two seconds West ($N00^{\circ}16'32''W$) for six hundred fifteen and no/100 feet (615.00') to a railroad spike (set) at the northwest corner of a tract of land dedicated to the City of Urbana for public roadway purposes as recorded in Book 1822, Page 472 and being the TRUE POINT OF BEGINNING of the herein described tract of land;

thence departing said City of Urbana land and continuing along said west line and in said right-of-way, North no degrees sixteen minutes thirty-two seconds West ($N00^{\circ}16'32''W$) for six hundred sixty and 77/100 feet (660.77') to a railroad spike (set);

thence departing said west line, South eighty-nine degrees forty-seven minutes ten seconds East ($S89^{\circ}47'10''E$) for one thousand one hundred fifty and 92/100 feet (1150.92') to a 5/8 inch iron pin (set) in the west line of a sanitary sewer easement conveyed by deed to the Urbana and Champaign Sanitary District as recorded in Book 824, page 580;

thence continuing along the west line of said easement, South no degrees twenty minutes thirty-five seconds East ($S00^{\circ}20'35''E$) for one thousand two hundred seventy-four and 89/100 feet (1274.89') to a railroad spike (set) in the south line of said Section 21 and being in the right-of-way of Windsor Road;

thence along said south line and in said right-of-way, North eight-nine degrees forty-nine minutes fifty-one seconds West ($N89^{\circ}49'51''W$) for six hundred fifty-seven and 41/100 feet (657.41') to a railroad spike (set) at the southeast corner of said City of Urbana land;

thence departing said south Section line and along the easterly and northerly lines of said City of Urbana land for the following five (5) described courses:

- 1.) North no degrees ten minutes nine seconds East ($N00^{\circ}10'09''E$) for sixty and 00/100 feet (60.00') to a 5/8 inch iron pin (set);
- 2.) North eighty-nine degrees forty-nine minutes fifty-one seconds West ($N89^{\circ}49'51''W$) for four hundred five and 47/100 (405.47') to a 5/8 inch iron pin (set);
- 3.) North forty-four degrees forty-nine minutes fifty seconds West ($N44^{\circ}49'50''W$) for seventy-one and 27/100 feet (71.27') to a 5/8 inch iron pin (set);

4.) North no degrees sixteen minutes thirty-two seconds West (N00°16'32"W) for five hundred four and 92/100 feet (504.92') to a 5/8 inch iron pin (set);

5.) South eighty-nine degrees forty-three minutes twenty-eight seconds (S89°43'28"W) for forty and 00/100 feet (40.00') to the TRUE POINT OF BEGINNING, containing thirty-two and 496/1000 (32.496) acres more or less.

Said tract containing 80.555 acres, more or less, all situated in Champaign County, Illinois.

Also excepting therefrom that portion of the above described tract that was previously annexed into the City of Urbana by Ordinance No. 7778-4.

Commonly known for reference as Douglas Farm, and further referenced as P.I.N. 30-21-21-400-012 (part of).

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

3. There are no electors residing in the Tract.


PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by City Council January 3, 1995 as Ordinance No. 9495-65 and approved by the Mayor of the City of Urbana.

Dated this 23 day of May, 1995.

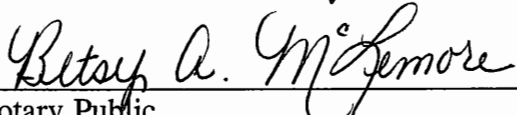
PETITIONER:



Clinton C. Atkins

Subscribed and sworn to before me this

23 day of May, 1995, A.D.



Notary Public

My Commission Expires: 6/16/98

