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ORDINANCE NO. 9697-35

96R25205

AN ORDINANCE APPROVING AN ANNEXATION
AGREEMENT WITH VINEYARD CHRISTIAN
FELLOWSHIP (1500 N. LINCOLN AVENUE)

DOC # _____
CHAMPAIGN COUNTY, ILL

(Agreement attached)

'96 OCT 4 PM 2 09

Cathie A. Query

RECORDER

INDEXED

Return to: Phyllis Clark, City Clerk
City of Urbana
P.O. Box 219
Urbana, IL 61801-0219



2454 0780

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 AN ANNEXATION AGREEMENT WITH VINEYARD CHRISTIAN FELLOWSHIP (1500 N. LINCOLN AVENUE) [Ord. No. 9697-35]

approved by the City Council of the City of Urbana, Illinois, on the 16th day of September, A.D., 1996, 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 4th day of October, A.D., 1996.



Phyllis D. Clark by _____
Phyllis D. Clark, City Clerk
Deborah J. Roberts, Deputy Clerk



**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH VINEYARD CHRISTIAN FELLOWSHIP**

(1500 N. Lincoln Avenue)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Vineyard Christian Fellowship has been submitted for the Urbana City Council's consideration, a copy of which is attached; and

WHEREAS, said agreement governs a tract totalling approximately 9.47 acres, respectively, located at 1500 N. Lincoln Avenue and said tract is legally described as follows:

All of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Eight (8), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois;

Except that portion of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 8 previously granted as public Right-of-Way, to-wit:

The west 33 feet of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Eight (8), as described in the Urbana Township Highway Commissioner's Records, 1861-1877, Pages 139-141.

And further except for that tract heretofore granted for public highway purposes being described as follows:

Beginning at a point 25.00 feet South and 25.00 feet East of the Northwest corner of Section Eight (8), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, thence South on a line parallel with and 25.00 feet East of the centerline of proposed Road Section 195-MFT, a distance of 643.91 feet, thence East a distance of 8.00 feet, thence North on a line parallel with and 33.00 feet East of the said centerline of Road Section 195-MFT, a distance of 613.20 feet, thence Northeasterly a distance of 31.40 feet to a point 33.00 feet South of the centerline of Bradley Avenue, thence East a distance of 30.00 feet, thence North a distance of 8.00 feet to a point 25.00 feet South of the centerline of Bradley Avenue, thence West a distance of 60.00 feet to the Point of Beginning, as shown by plat recorded in Book 651 at Page 487 of records, said excepted parcel containing 0.133 acres, more or less;

Also excepting a parcel deeded to the State of Illinois, Department of Transportation, as described in a Warranty Deed and Plat recorded April 7, 1993

in Book 1897 at Page 637 as Document Number 93R07982 in the Office of the Recorder, Champaign County, Illinois, to-wit;

A parcel of land being part of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Beginning at a point located 33.00 feet East of and 54.93 feet South of the Northwest Quarter of said Section 8; thence North 44 degrees 45 minutes 47 seconds East 31.14 feet; thence South 89 degrees 45 minutes 08 seconds East along the South existing right of way line of Bradley Avenue for a distance of 14.87 feet; thence South 40 degrees 29 minutes 38 seconds West 56.58 feet; thence North 00 degrees 10 minutes 43 seconds West along the East existing right of way line of FAU Route 7177 (Lincoln Avenue) for a distance of 20.98 feet to the place of beginning containing 552 square feet, more or less.

Containing 9.47 acres, more or less, all situated in Champaign County, Illinois.

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 September 16, 1996 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 between the City of Urbana, Illinois and Vineyard Christian Fellowship, 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 16th day of September, 1996.

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

NAYS:

ABSTAINED:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 26th day of September, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and Vineyard Christian Fellowship (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be the date the Agreement is recorded in the Office of the Champaign County Recorder, as set forth below in Article III, Section 5.

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, pursuant to notice, as required by statute, the Corporate Authorities have held a proper public hearing on this Annexation Agreement on September 16, 1996; and

WHEREAS, Vineyard Christian Fellowship is the Owner of Record of a certain 9.47 acre parcel of real estate located at 1500 N. Lincoln Avenue, and having tax parcel number 30-21-08-101-027, the legal description of which real estate are set forth in Exhibit A attached hereto.

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;

WHEREAS, the Owner is currently building a new school and recreation center on said Tract which requires connection to the public sanitary sewer system; and

WHEREAS, the Tract is contiguous to the City of Urbana; and

WHEREAS, the Owner desires to have the Tract annexed to the City of Urbana immediately following passage of, and pursuant to, the terms of this Annexation Agreement so that the new school and recreation center can be connected to the public sanitary sewer system;

WHEREAS, the City and the Owner find it necessary and desirable that the Tract be annexed to the City with a zoning classification of R-4 Medium Density Multiple Family Residential, under the terms and provisions of the Urbana City Code of Ordinances, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the Tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time.

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 OWNER

The Owner agrees to the following provisions:

Section 1. Owner represents that it is the sole record Owner of the Tract described in Exhibit A and shall, within thirty (30) days of the effective date this Agreement, cause the Tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition all in accordance with the Illinois Statutes.

Section 2. 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.

Section 3. The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the Tract in the absence of this Agreement.

Section 4. The Owner agrees to cause all development and construction on said Tract to be in conformance with all City codes, ordinances, orders or regulations in effect at the time of annexation, except as otherwise stipulated herein. The Owner agrees to submit all building construction plans to the City of Urbana for review and further agree to pay the building permit fee and all building construction permit fees, including mechanical, plumbing and electrical permit fees 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. If the Owner is required to pay a Champaign County Zoning Use Permit fee, the cost of the Champaign County Zoning Use Permit fee will be deducted from the total cost of building and building construction permit fees required to be paid to the City of Urbana.

Section 5. The Owner agrees to correct building code deficiencies in the buildings now existing on the Tract necessary to comply with City building codes in accordance with a letter from the City's Building Safety Manager dated June 10, 1996 and attached hereto as Exhibit C. Said corrections shall be made within a reasonable time. The Owner agrees to comply with life-safety code items listed in said letter, as determined by the City's Building Safety Manager, no later than one year from the date of annexation. The Owner agrees to comply with other code items not related to life-safety issues listed in said letter no later than three years from the date of annexation.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. The Corporate Authorities agree to expeditiously 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. The Corporate Authorities further agree that this section governing annexation shall be included in any sales contracts for land within the Tract and will constitute an obligation upon subsequent owners to annex into the City of Urbana. This provision governing annexation and future obligations shall be included in covenants and shall run with the land. The Corporate Authorities agree that nothing in this Agreement shall preclude the voluntary annexation of property by subsequent property owners.

Section 2. The Corporate Authorities understand and acknowledge that the Tract is currently zoned R-4 Multiple Family Residence in Champaign County and will be automatically classified as R-4, Medium Density Multiple Family Residential upon annexation in accordance with the provision contained with the City of Urbana Zoning Ordinance.

Section 3. The Corporate Authorities agree that the City shall take no 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 Owners and the City.

Section 4. The Corporate Authorities find and determine that all existing improvements and land uses on the Tract when they are annexed under the terms of this Agreement, and lawfully existing under the provisions of the Champaign County Zoning Ordinance applicable thereto prior to the annexation of the Tract, shall be considered lawful during the term of this Agreement pursuant to the provisions of Article X, Section X-1 of the Urbana Zoning Ordinance. In addition, any such improvements and land uses may continue and shall be permitted to be reconstructed at the same location and size if damaged by fire, explosion, Act of God, or other sudden damage or destruction, the provisions of Article X, Section X-8 of the Urbana Zoning Ordinance notwithstanding.

Section 5. The Corporate Authorities agree that each of the three existing buildings located on the Tract and not currently connected to the public sanitary sewer system shall not be required to connect to said sewer system until such time the respective building's existing septic system requires or is proposed for replacement.

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 hereof as provided by the Illinois State Statutes. 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.

Section 2. Covenant running with land -- The terms of this Agreement constitute a covenant running with the land and 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. Enforcement -- The Owner and Corporate Authorities agree and hereby stipulate that any 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 4. 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 without the invalid provision.

Section 5. 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.

[This space left intentionally blank]

**Exhibit A
Legal Description**

Vineyard Christian Fellowship
1500 N. Lincoln Avenue

All of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Eight (8), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois;

Except that portion of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 8 previously granted as public Right-of-Way, to-wit:

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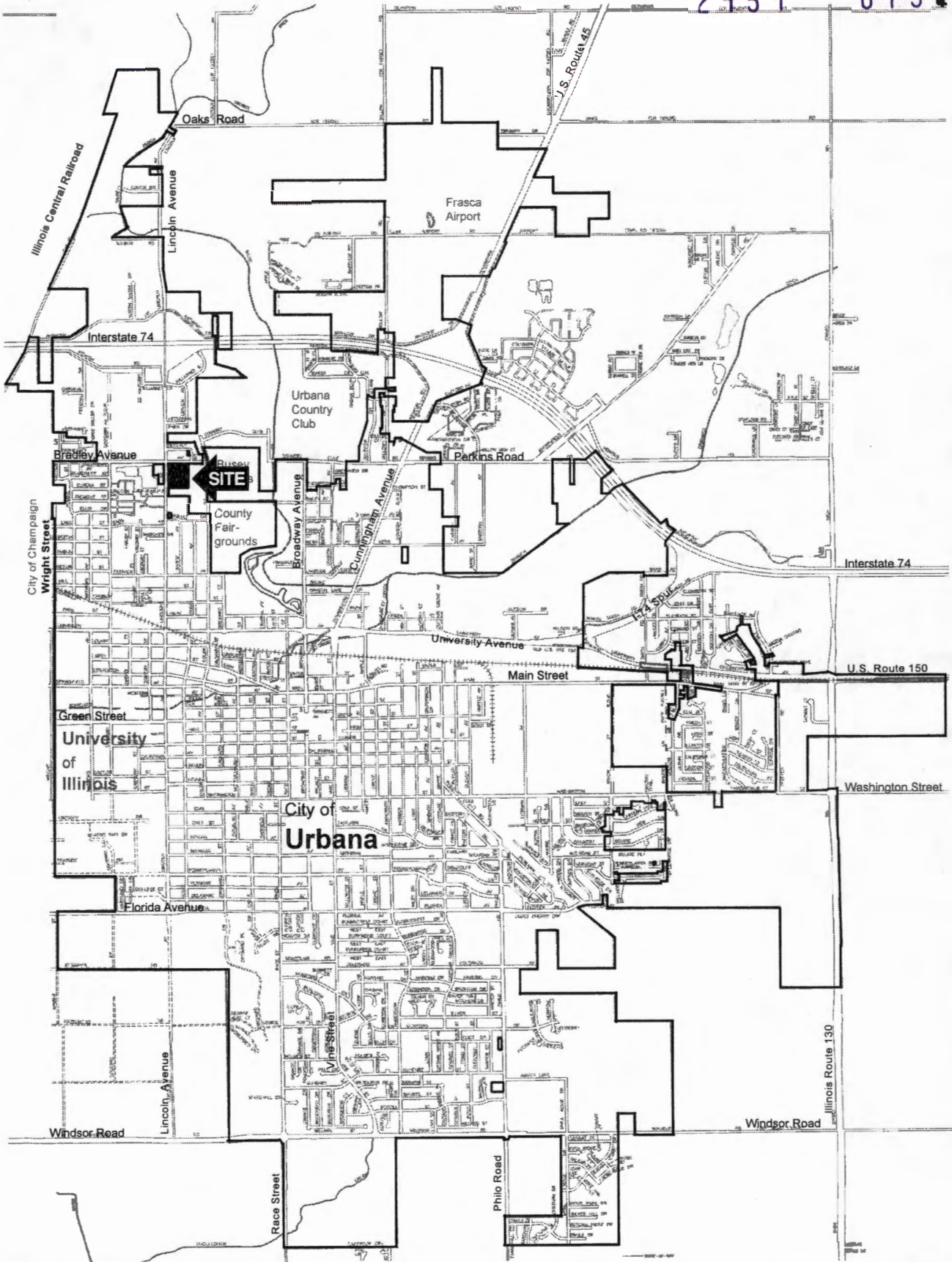


Exhibit B : Location Map
Annexation of Vineyard Christian Fellowship
 1500 N. Lincoln Avenue





2454 0792

copy

Community Development Services
115 West Main Street, Suite 200
Post Office Box 946
Urbana, Illinois 61801-0946
(217) 384-2444
FAX (217) 384-2363

June 10, 1996

Exhibit C
Required Building Code Corrections
Vineyard Christian Fellowship
Annexation Agreement

Vineyard Christian Fellowship
Attn: Mr. Ben Hoerr
1500 North Lincoln Avenue
Urbana, IL 61801

RE: Team Inspection of Church Complex at 1500 North Lincoln, Urbana

Dear Mr. Hoerr:

The following items were noted during our inspection of the subject properties which would be violations of City of Urbana ordinances if the properties were annexed to the City. Note: (All code sections cited reference the 1990 BOCA National Property Maintenance Code as adopted by the City of Urbana).

I. Property Maintenance Code/Fire Prevention Code Violations:

A. Main Building

1. The western-most corridor at the northwest corner of the building lacks self-closing hardware for the doors which open into it, and the corridor also lacks emergency lights and exit signage. (PM-701.6.2, PM-701.3 and PM-701.3.1)
2. The bookstore and lending library corridor doors have "drop leg hold-open" devices installed which prevent the doors from properly closing, (PM-701.6.2).
3. The emergency lighting in the sanctuary is obstructed by the sound baffles, (PM-701.3.1).
4. The Kid's Church small group room has a door locking arrangement which allows for persons to be locked into the room. This does not allow proper exit access, (PM-701.2).

B. Youth Group Building

*See Plumbing/Mechanical and Electrical Code Violations.

C. Master's House

1. The basement level has exposed foam plastic insulation board installed on the ceiling of the southwest corner room, (PM-702.2).
2. The basement stairs lack a proper handrail, (PM-303.8).
3. The northwest entry porch foundation wall is cracked, (PM-302.4).
4. The fire extinguisher in the basement is due for its annual check, (PM-704.4). Please note that the basement level of this building would not be considered as habitable space due to its low ceiling height and lack of a properly enclosed exit.

D. Servant's Quarters (Food Pantry)

1. The second floor level's ceiling height is only 6 ft. 6 in. and the level lacks a proper exit, therefore the area would be considered as attic space only. (PM-403.8 and PM-701.4).

II. Electrical Code Violations

A. Main Building

1. There are a number of exit and emergency lights throughout the building that are inoperable. Please make the necessary repairs (bulbs, batteries, etc.) (PM-701.3 and PM-701.3.1)
2. Southwest mechanical room - The wiring to the circulating pump is defective, and there is an open knock-out in the switch box for that circulating pump. (PM-602.2 and PM-602.3). Corrective Action: Repair the wiring and install a knock-out seal.
3. Southeast mechanical room - There is defective wiring to furnace #3. (PM-602.3). Corrective Action: Repair the wiring. Additionally, all three furnaces lack a proper means of disconnect. (PM-602.2). Corrective Action: Install disconnects in these furnaces.

B. Garage

1. The exterior outlet and the outlets in the garage lack GFCI protection. (PM-602.1.1) Corrective Action: Install GFCI protection.
2. The overhead fixtures are improperly wired without the use of romex connectors. (PM-602.2) Corrective Action: Install romex connectors for the light fixtures.

C. God's Garage (Youth Group Building)

1. There are several extension cords being utilized. (PM-602.2.1) Corrective Action: Install additional outlets to eliminate the use of the extension cords.

D. Master's House

1. There are numerous instances of opening wiring, improperly installed boxes, and boxes missing their covers. (PM-602.2 and PM-602.3) Corrective Action: Install the appropriate covers, properly secure the boxes, and eliminate the open wiring.
2. The branch circuits in the fuse panels are overfused. (Pm-602.2) Corrective Action: Install the proper size "S" type non-tamperable plug fuses.
3. Both panels are not properly grounded and bonded, and the smaller panel is improperly installed. (PM-602.2) and PM-602.3) Corrective Action: Ground and bond these panels, reinstall to code, or eliminate the panel and install a new panel. Verify, the possible solutions with the Electrical Inspector.

E. Food Pantry Building

1. There is an outlet cover missing in the west refrigerator/freezer room. (PM-602.2) Corrective Action: Install a cover.
2. The exit signs are not properly illuminated, (PM-701.3).

III. Plumbing/Mechanical Code Violations

A. Main Building

1. Office Area:
 - a. The condensate line from air conditioning unit is illegally discharging to clean-out. The line must discharge to a proper location outside or be air-gapped to a proper plumbing fixture. (PM-503.1)
2. West Nursing Mother's Mechanical Room:
 - a. The water heater discharge pipe from the temperature and pressure relief valve is reduced in size. It must be properly sized. (PM-504.4)

B. Youth Group Meeting Garage (South Out Building)

1. This building lacks proper plumbing for assembly use. (Illinois Plumbing Code Section 890.810)

C. Master's House (Middle Out Building)

1. Water heater lacks a cover over the gas valve, temperature and pressure relief valve is improperly installed and the flue shows evidence of drafting problems. The water heater needs to be replumbed. (PM-504.4)
2. The sump pump is discharging into the sanitary sewer line. It must discharge to the exterior of the building. (PM-505.1)
3. The clean-out cap is broken on the clean-out outside of the side door. (PM-503.1)

D. Food Pantry (North Out Building)

1. The mechanical room lacks combustion air. It needs to be provided to room or it could be louvered door. (PM-601.4.4)

Please also be advised that various mechanical rooms throughout all buildings lacked proper sprinkler protection, (PM-601.3.1).

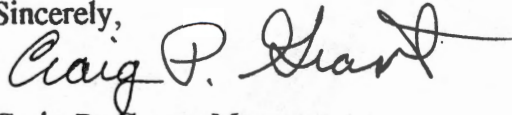
Please note that if an annexation agreement is made, the time frame for these corrections could be addressed as a part of the agreement. It would be the City's intent to allow a reasonable amount of time to make repairs.

2454

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~~0797~~

If you have any questions regarding the contents of this letter, please contact our office.

Sincerely,



Craig P. Grant, Manager
Building Safety Division
217/384-2431 or FAX 217/384-0200

CPG/sh

c:\wpdocs\cpgl\mynd

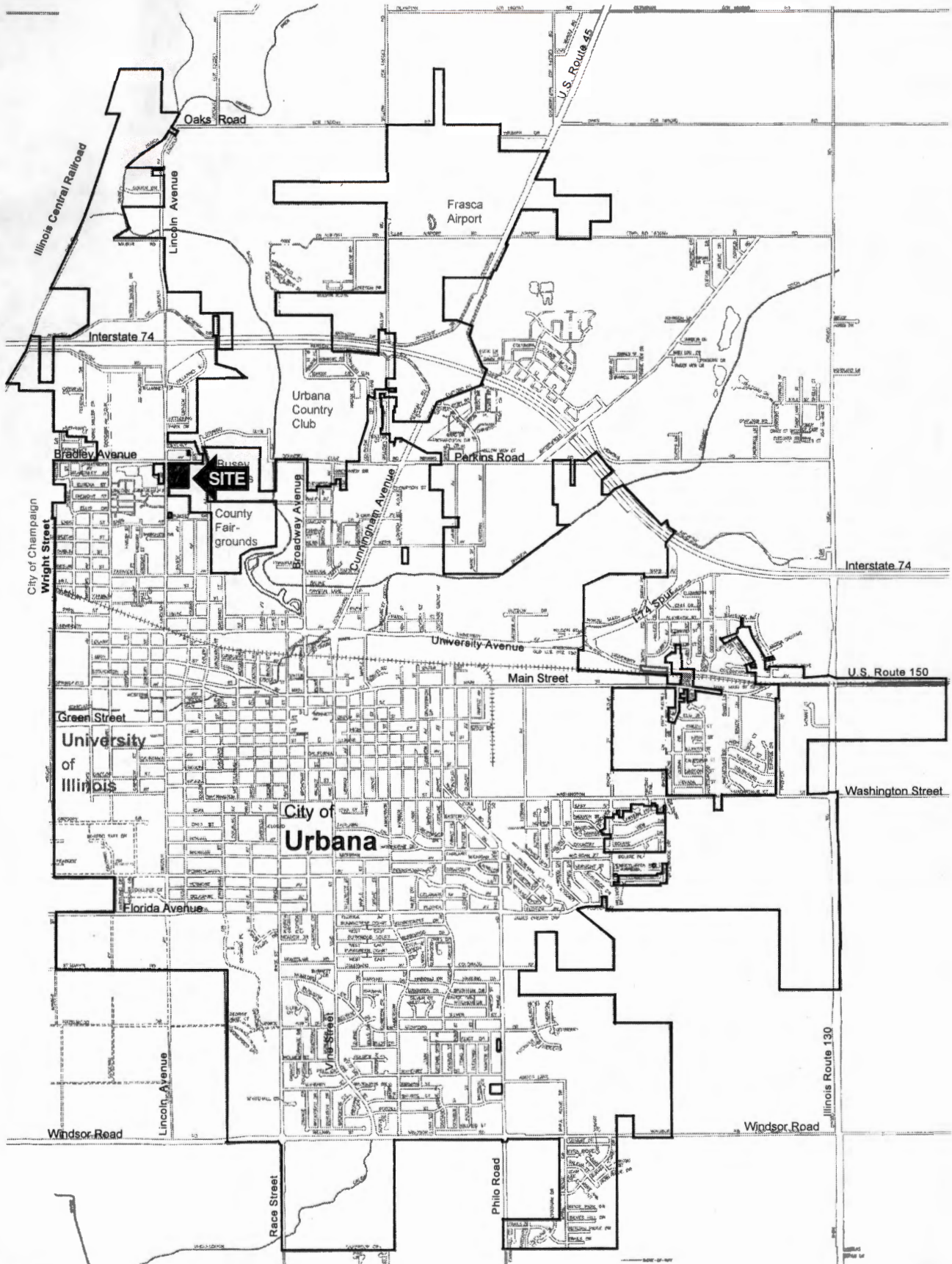


Exhibit B : Location Map
Annexation of Vineyard Christian Fellowship
 1500 N. Lincoln Avenue



2454 0774

1300
310
600

96R25204

IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

DOC # _____
CHAMPAIGN COUNTY, ILL

IN RE: PETITION TO ANNEX CERTAIN
TERRITORY TO THE CITY OF URBANA,
ILLINOIS

'96 OCT 4 PM 2 09

VINEYARD CHRISTIAN FELLOWSHIP / 1500
N. LINCOLN AVENUE (30-21-08-101-027)

Patricia A. Avery

RECORDER

NOTICE OF FILING OF AFFIDAVIT OF
MAILING OF NOTICE OF ANNEXATION

INDEXED

9697-35

Return to: Phyllis Clark, City Clerk
City of Urbana
P.O. Box 219
Urbana, IL 61801-0219

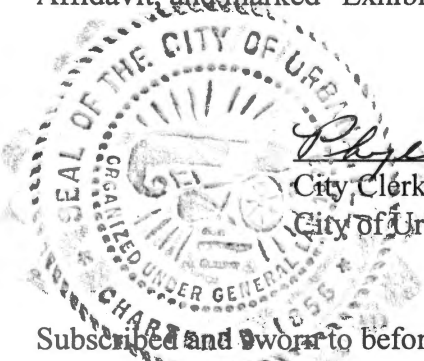
**AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX TERRITORY TO THE CITY OF URBANA**

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

Phyllis D. Clark, being first duly sworn on oath, states that she is the duly elected and qualified City Clerk of the City of Urbana, Illinois; and

That she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the Urbana Township, in compliance with the provisions of Section 7-1-1 of the Illinois Municipal Code, as amended, by sending a notice by certified mail, postpaid, to each of the Board of Township Trustees and the Township Commissioner of Highways, at the addresses indicated on the copy of said notice hereto attached, made a part of this Affidavit, and marked "Exhibit A"; and that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of Eastern Prairie Fire Protection District to the City of Urbana, Illinois, in compliance with the provisions of Section 7-1-1 of the Illinois Municipal Code, by sending a notice by certified mail, postpaid to each of the Trustees of Eastern Prairie Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 26th day of September, 1996, by this Affiant, at the Post Office in the City of Urbana, Illinois, being more than ten (10) days prior to the time mentioned in said notice as the time at which the Council of the City of Urbana would take action on the proposed Ordinance of Annexation; and

That a copy of said notice so mailed, as aforesaid, is hereto attached, made a part of this Affidavit, and marked "Exhibit A."



Phyllis D. Clark by _____
City Clerk *Deborah J. Roberts, Deputy Clerk*
City of Urbana

Subscribed and sworn to before me this
26th day of September, 1996

Elaine Taylor

Notary Public

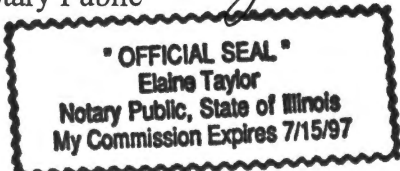


EXHIBIT A**NOTICE OF INTENT TO ANNEX TERRITORY
TO THE CITY OF URBANA****TO:****Paul Tatman**

Urbana Township Clerk's Office
2312 Perkins Road
Urbana, IL 61801

Maurice M. Schiff

Urbana Township Clerk's Office
2312 Perkins Road
Urbana, IL 61801

Gregory F. Foster

Urbana Township Clerk's Office
2312 Perkins Road
Urbana, IL 61801

David Lemke

Urbana Township Clerk's Office
2312 Perkins Road
Urbana, IL 61801

Urbana Township Board of Trustees

and

Tracy Wingle**Urbana Township Commissioner of Highways**

2312 E. Perkins Road
Urbana, IL 61801

and

Emil C. Kucera

794 County Road 1000 North
Champaign, IL 61820

Donald H. Roderick

318 Wilbur Avenue
Champaign, IL 61820

William John Auterman

3510 Marianna Drive
Champaign, IL 61821

Trustees of Eastern Prairie Fire Protection District

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 7-1-1 of the Illinois Municipal Code, the Council of the City of Urbana, Illinois, may pass an Ordinance annexing the following described territory to the City of Urbana:

All of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Eight (8), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois;

Except that portion of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 8 previously granted as public Right-of-Way, to-wit:

The west 33 feet of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Eight (8), as described in the Urbana Township Highway Commissioner's Records, 1861-1877, Pages 139-141.

And further except for that tract heretofore granted for public highway purposes being described as follows:

Beginning at a point 25.00 feet South and 25.00 feet East of the Northwest corner of Section Eight (8), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, thence South on a line parallel with and 25.00 feet East of the centerline of proposed Road Section 195-MFT, a distance of 643.91 feet, thence East a distance of 8.00 feet, thence North on a line parallel with and 33.00 feet East of the said centerline of Road Section 195-MFT, a distance of 613.20 feet, thence Northeasterly a distance of 31.40 feet to a point 33.00 feet South of the centerline of Bradley Avenue, thence East a distance of 30.00 feet, thence North a distance of 8.00 feet to a point 25.00 feet South of the centerline of Bradley Avenue, thence West a distance of 60.00 feet to the Point of Beginning, as shown by plat recorded in Book 651 at Page 487 of records, said excepted parcel containing 0.133 acres, more or less;

Also excepting a parcel deeded to the State of Illinois, Department of Transportation, as described in a Warranty Deed and Plat recorded April 7, 1993 in Book 1897 at Page 637 as Document Number 93R07982 in the Office of the Recorder, Champaign County, Illinois, to-wit;

A parcel of land being part of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Beginning at a point located 33.00 feet East of and 54.93 feet South of the Northwest Quarter of said Section 8; thence North 44 degrees 45 minutes 47 seconds East 31.14 feet; thence South 89 degrees 45 minutes 08 seconds East along the South existing right of way line of Bradley Avenue for a distance of 14.87 feet; thence South 40 degrees 29 minutes 38 seconds West 56.58 feet; thence North 00 degrees 10 minutes 43 seconds

West along the East existing right of way line of FAU Route 7177 (Lincoln Avenue) for a distance of 20.98 feet to the place of beginning containing 552 square feet, more or less.

Containing 9.47 acres, more or less.

All situated in Champaign County, Illinois

commonly known for reference as 1500 N. Lincoln Avenue, Urbana, Illinois, and P.I.N. 30-21-08-101-027 respectively. Said territory lies within the boundaries of Eastern Prairie Fire Protection District and within the boundaries of Urbana Township, and is contiguous to the City of Urbana, Illinois.

Notice is further given that the Council of the City of Urbana will vote on an Ordinance annexing said territory to the City at its regular meeting October 7, 1996 at 7:30 p.m. in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois.



Phyllis S. Clark by
City Clerk *Deborah J. Roberts, Deputy Clerk*
City of Urbana, Illinois