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2000R18643

Recording Cover Sheet

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08-10-2000 4:24:48

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

ORDINANCE NO. 2000-07-088

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH CHAMPAIGN HOTEL VENTURE, INC. (PARK INN
INTERNATIONAL/2408 N. CUNNINGHAM

REC. FEE: 21.00
REV FEE:
PAGES: 10
PLAT ACT: 0

(ANNEXATION AGREEMENT ATTACHED)

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

ORDINANCE NO. 2000-07-088

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH CHAMPAIGN HOTEL VENTURE, INC.**

(Park Inn International / 2408 N. Cunningham Avenue)

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

Section 1. That an Agreement by and between the City of Urbana and Champaign Hotel Venture, Inc., in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

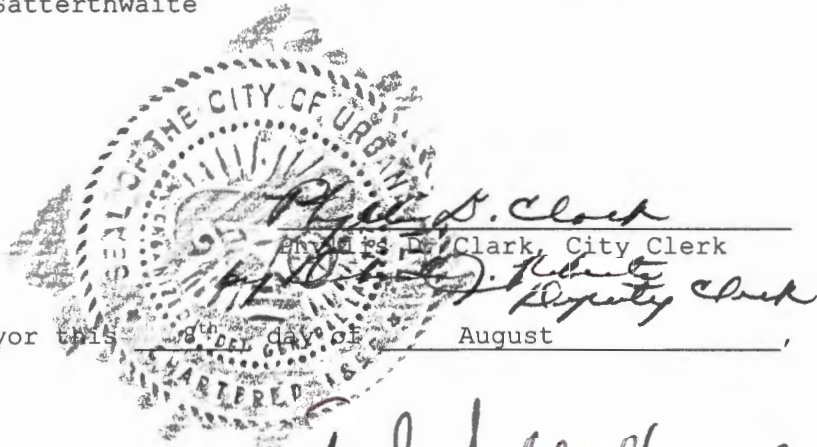
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the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

PASSED by the City Council this 7th day of August, 2000.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:



Phillip S. Clark
City Clerk
Robert Clark
Deputy Clerk

APPROVED by the Mayor this 8th day of August, 2000.

Tod Satterthwaite
Mayor

ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and the Champaign Hotel Venture, Inc. (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, the Champaign Hotel Venture, Inc. is the Owner of record of a certain approximately 6.95 acre parcel of real estate located at 2408 N. Cunningham Avenue, and having permanent index number 30-21-04-251-001, the legal description of which real estate is set forth Exhibit A attached hereto and referenced herein as "the tract. "

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

WHEREAS, the Owner intends to add a new conference center to the Champaign Hotel Venture, Inc.'s hotel, currently known as Park Inn International and Illini Conference Center; and

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the tract is currently zoned B-4, General Business in Champaign County and would directly convert to City B-3 upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, the parties agree that the tract shall be best utilized if rezoned to City B-3, General Business; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City B-3, General Business reflect the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, the construction of said conference center would provide not only an economic stimulus for the City, but a diversity in commercial activity which would lead to greater employment opportunities and additional tax revenues for the City of Urbana.

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

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

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

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1. Annexation: The Owner represents that it is the sole record Owner of the tract described in Exhibit A and that the Owner shall, within thirty (30) days of the City Council's approval of this Agreement, cause the tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the subject tract occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owner the appropriate form to satisfy this obligation.)

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

Section 2. Zoning: The Owner agrees and acknowledges that upon annexation, the tract will be converted from County B-4 General Commercial to City B-3 General Business. Owner further agrees that said zoning will remain in effect for the term of this Agreement, as it may be amended from time to time. Furthermore, the Owner agrees to abide by all applicable development regulations, except as otherwise provided herein.

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

Section 4. Code Compliance: The Owner agrees to cause all new development, construction, or additions on said tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The Owner agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay the building permit and associated fees.

Section 5. Existing Structures Code: The Owner agrees that any buildings or structures, other than single-family or agricultural structures, existing at the time of annexation shall bring into conformance with the City of Urbana Existing Structures Code in a time frame agreed to by the City of Urbana's Community Development Director..

Section 6. Infrastructure Improvements and Right-of-Way Dedication: The Owner shall dedicate right-of-way which is required for future improvements to the relocation of the intersection of Cunningham Avenue and Anthony Drive at no charge to the City as indicated by the attached intersection improvement plan labeled Exhibit C. The Owner will not be required to contribute to the cost of said Cunningham Avenue (U.S. 45) and Anthony Drive frontage road intersection improvements. Furthermore the Owner agrees to convey an easement and rights to the City of Urbana for a sanitary sewer line as described in Article II, Section 3.

Section 7. Disconnection: The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tract from the City once it is annexed.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

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

Section 2. Zoning: The Corporate Authorities agree that the tract will be zoned City B-3 General Business as defined in the City of Urbana Ordinance as such exists at the time of annexation of tract. The Corporate Authorities agree that all applicable development regulations will apply to said tract, except as otherwise provided herein. Furthermore, the Corporate Authorities agree not to rezone the property during the term of this Agreement without a

rezoning petition executed by the property Owner requesting said change.

Section 3. Sanitary Line Extension: The City agrees to accept the eight inch (8") sanitary sewer line as provided for in the attached Exhibit D at no cost to the Owner.

Section 4.a Hotel/Motel Tax Reimbursement : At such time as the Owner constructs and completes a minimum 10,000 sq. ft. convention on, or adjacent to, said tract, before December 31, 2005, the City shall pay to the Owner at the time set forth below, the sums of money set forth below. It is understood and agreed, however, that the money to be paid to Owner under this Agreement shall be paid only from the Hotel/Motel Tax imposed by the City of Urbana under the provisions of Section 22-60 et. al. of the Urbana City Code and actually collected by the City of Urbana for the hotel operation on said tract, or adjacent to said tract.

The City of Urbana shall pay to the Owner for a full three (3) years an amount equal to one hundred percent (100%) of the Hotel/Motel Taxes imposed and received by the City pursuant to Section 22-60 et. seq. of the Urbana City Code which taxes are paid pursuant to hotel activities occurring on said tract during the calendar years immediately following the year in which a Certificate of Occupancy is issued for said convention center. Such payments shall be made as follows: Payment of such amounts shall be made to the Owner within thirty (30) days following collection of said hotel motel tax for each quarter of the year beginning March 31st until payment is made for the fourth quarter of the third year. Payments under this paragraph shall not exceed a total of Two Hundred Fifty Thousand Dollars (\$250,000.00).

This Section shall not apply in the case that Owner builds a convention center with a minimum of 20,000 square feet (see Section 4.b below).

Section 4.b Hotel/Motel Tax Reimbursement: If said Owner constructs and completes a minimum 20,000 sq. ft. convention on, or adjacent to, said tract, before December 31, 2005, the City shall pay to the Owner at the time set forth below, the sums of money set forth below. It is understood and agreed, however, that the money to be paid to Owner under this Agreement shall be paid only from the Hotel/Motel Tax imposed by the City of Urbana under the provisions of Section 22-60 et. al. of the Urbana City Code and actually collected by the City of Urbana for the hotel operation on said tract, or adjacent to said tract.

The City of Urbana shall pay to the Owner for a full three (3) years an amount equal to one hundred percent (100%) of the Hotel/Motel Taxes imposed and received by the City pursuant to Section 22-60 et. seq. of the Urbana City Code which taxes are paid pursuant to hotel activities occurring on said tract during the calendar years immediately following the year in which a Certificate of Occupancy is issued for said convention center, and during the fourth year an amount equal to seventy-five percent (75%) of said Hotel/Motel Taxes, and during the fifth year an amount equal to sixty-five percent (65%) of said Hotel/Motel Taxes. Such payments shall be made as follows: Payment of such amounts shall be made to the Owner within thirty (30) days following collection of said hotel motel tax for each quarter of the year beginning March 31st until payment is made for the fourth quarter of the third year. Payments under this paragraph shall not exceed a total of Five Hundred Thousand Dollars (\$500,000.00).

Section 5. - Liquor License: The City of Urbana agrees to make available a Class AA liquor license for sales within said Tract to a qualified applicant. If the Liquor License Ordinance is amended prior to issuance of such license, the City shall make available a license that is the substantial equivalent of the existing Class AA liquor license.

Section 6. Enterprise Zone: Upon documentation and letter of intent to proceed with construction of a convention center, the City agrees to immediately cause the tract to be included in the Urbana Enterprise Zone and agrees to assist the Owner in obtaining all benefits to which the Owner and/or the tract are entitled and eligible to receive under the Urbana Enterprise Zone Program and the State of Illinois Enterprise Zone Act.

Section 7. Payment for dedication of easements and Right-of-way: Upon documentation of, and in consideration of, transfer of said sanitary sewer easement and dedication of said right-of-way City shall immediately thereafter pay to Owner an amount of \$13,000.00.

Section 8. Installation of street barrier: In consideration of dedication of said right-of-way City shall install landscaping and/or other attractive material mutually agreeable to City and Owner along said dedicated right-of-way that is adjacent to the hotel rooms. Said improvement shall be installed upon completion of street improvements in said right-of-way and is intended to provide a safety barrier and to diminish traffic noise and light.

Section 9. Installation of trees: In consideration of dedication of said right-of-way City shall reimburse Owner for cost of installing ornamental trees at a cost not to exceed \$5,000 along the south side of said Tract mutually agreeable to City and Owner within one year of said installation.

Section 10. Real estate tax reimbursement: Upon annexation of said Tract, the City of Urbana shall reimburse to the Owner an amount equal to increase in real estate taxes as a result of annexation for a period of five (5) years from the date of annexation based on the assessed value and tax rates in existence at the time this agreement is executed. The annual reimbursement amount shall be paid to the Owner on or before October 1 of each respective year the real estate tax is paid in full. It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

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

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement: This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tracts 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 Owner as to all or any part of the tracts, and are further expressly made binding upon said city and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties: The Corporate Authorities and Owner agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the city.

Section 4. Enforcement: The Owner and Corporate Authorities agree and hereby stipulate that 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 5. Severability: If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date: The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be

the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

Section 7. Notices: Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

Owner:

Champaign Hotel Venture, Inc.
2408 N. Cunningham Avenue
Urbana, Illinois 61802

City:

Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 S. Vine Street
Urbana, Illinois 61801

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

**Corporate Authorities
City of Urbana:**

Tod Satterthwaite
Tod Satterthwaite, Mayor

August 9, 2000
Date

Owner:

Champaign Hotel Venture, Inc.
an Illinois Corporation
Bradley C. Cook
by its Vice President, Bradley C. Cook

6/16/00
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
City Clerk
8-9-00
Date

ATTEST:

[Signature]
Notary Public
6/16/00
Date

- Exhibits attached and made a part of this Agreement:
Exhibit A: Legal Descriptions
Exhibit B: Location Map

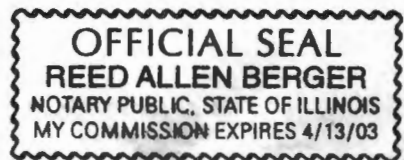


Exhibit A
Legal Description

PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

FROM A POINT 36.00 FEET SOUTH OF THE NORTH EAST CORNER OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES, 51 MINUTES, 20 SECONDS WEST ON A LINE PARALLEL WITH AND 36.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 4 TO A RED STAKE WHICH SHALL BE THE NORTHEAST CORNER OF THE PROPERTY AND THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 25 MINUTES, 10 SECONDS EAST FOR 293.00 FEET; THENCE SOUTH 89 DEGREES, 51 MINUTES, 20 SECONDS WEST 1110.21 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 26 (U. S. Route 45); THENCE NORTH 24 DEGREES, 49 MINUTES, 00 SECONDS EAST 972.42 FEET, ON SAID RIGHT OF WAY LINE, 323.18 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 20 SECONDS EAST TO THE POINT OF BEGINNING, BEING TRACT "A" OF A SURVEY BY CHARLES S. DANNER, I.P.L.S. 1470, AND DATED SEPTEMBER 10, 1969;

EXCEPT FROM THE IRON PIN MARKING THE NORTH WEST CORNER OF THE ABOVE PROPERTY MEASURE EASTERLY ALONG THE NORTH LINE OF SAID PROPERTY FOR 11.85 FEET TO THE PLACE OF BEGINNING; FROM THAT PLACE OF BEGINNING CONTINUE THE LAST DESCRIBED COURSE FOR 27.17 FEET; THENCE DEFLECT 114 DEGREES, 52 MINUTES, 33 SECONDS TO THE RIGHT FOR 50 FEET; THENCE DEFLECT 65 DEGREES, 07 MINUTES 27 SECONDS TO THE RIGHT FOR 27.37 FEET; THENCE DEFLECT 119 DEGREES, 24 MINUTES, 54 SECONDS TO THE RIGHT TO THE TANGENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 332 FEET AND MEASURING NORTHEASTERLY AROUND SAID CURVE FOR 50.12 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT, BEGINNING AT THE IRON PIN MARKING THE NORTH WEST CORNER OF THE ABOVE PROPERTY MEASURE EASTERLY ALONG THE NORTH LINE OF THE ABOVE SAID PROPERTY FOR 11.85 FEET; THENCE DEFLECT 110 DEGREES, 45 MINUTES, 27 SECONDS TO THE RIGHT TO THE TANGENT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 332 FEET AND MEASURE SOUTHWESTERLY AROUND SAID CURVE FOR 110.36 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 26 (STATE BOND ISSUE ROUTE 25, ALSO KNOWN AS U.S. ROUTE 45); THENCE DEFLECT 164 DEGREES, 51 MINUTES, 10 SECONDS TO THE RIGHT FROM THE TANGENT OF SAID CURVE AND MEASURE NORTHERLY ALONG SAID RIGHT OF WAY LINE FOR 104.38 FEET TO THE PLACE OF BEGINNING;

ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS

Containing 6.95 Acres, more or less, all situated in Champaign County, Illinois

EXHIBIT "C"

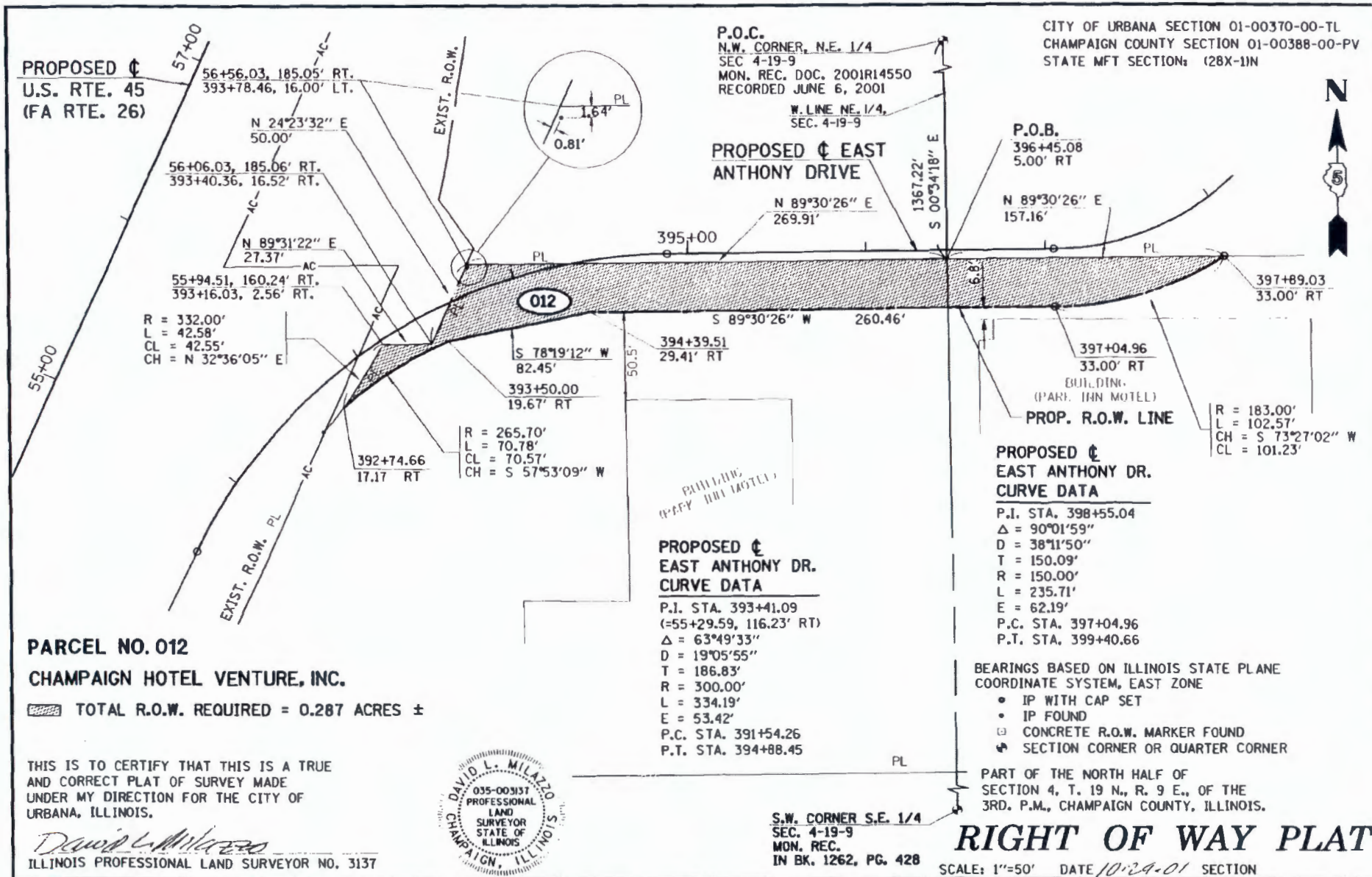
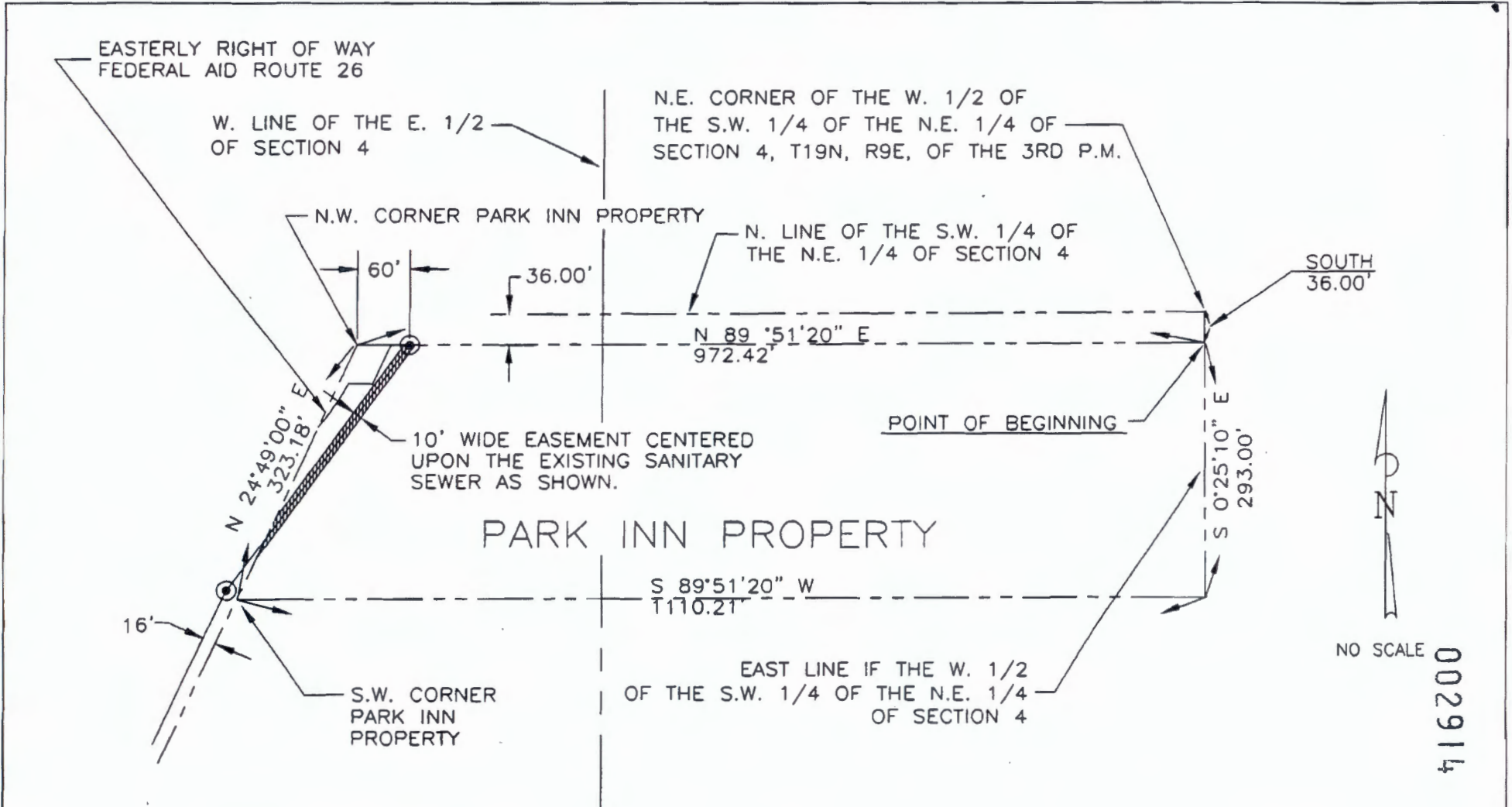


EXHIBIT "D"



002914

GRANTED THIS _____ DAY OF _____, 1999

PRESIDENT
CHAMPAIGN HOTEL VENTURE, INC.

PLAT OF EASEMENT
FOR
SANITARY SEWER

GRANTED BY
CHAMPAIGN HOTEL VENTURE, INC.
TO THE
CITY OF URBANA

2000-07-08

COPY

FILED

Petition for Annexation

JUN 19 2000

to

THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

Phyllis D. Clark
City Clerk

10:46 a.m. PK

The Petitioner, Champaign Hotel Venture, Inc. an Illinois 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:

PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

FROM A POINT 36.00 FEET SOUTH OF THE NORTH EAST CORNER OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES, 51 MINUTES, 20 SECONDS WEST ON A LINE PARALLEL WITH AND 36.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 4 TO A RED STAKE WHICH SHALL BE THE NORTHEAST CORNER OF THE PROPERTY AND THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 25 MINUTES, 10 SECONDS EAST FOR 293.00 FEET; THENCE SOUTH 89 DEGREES, 51 MINUTES, 20 SECONDS WEST 1110.21 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 26 (U. S. Route 45); THENCE NORTH 24 DEGREES, 49 MINUTES, 00 SECONDS EAST 972.42 FEET, ON SAID RIGHT OF WAY LINE, 323.18 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 20 SECONDS EAST TO THE POINT OF BEGINNING, BEING TRACT "A" OF A SURVEY BY CHARLES S. DANNER, I.P.L.S. 1470, AND DATED SEPTEMBER 10, 1969;

EXCEPT FROM THE IRON PIN MARKING THE NORTH WEST CORNER OF THE ABOVE PROPERTY MEASURE EASTERLY ALONG THE NORTH LINE OF SAID PROPERTY FOR 11.85 FEET TO THE PLACE OF BEGINNING; FROM THAT PLACE OF BEGINNING CONTINUE THE LAST DESCRIBED COURSE FOR 27.17 FEET; THENCE DEFLECT 114 DEGREES, 52 MINUTES, 33 SECONDS TO THE RIGHT FOR 50 FEET; THENCE DEFLECT 65 DEGREES, 07 MINUTES 27 SECONDS TO THE RIGHT FOR 27.37 FEET; THENCE DEFLECT 119 DEGREES, 24 MINUTES, 54 SECONDS TO THE RIGHT TO THE TANGENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 332 FEET AND MEASURING NORTHEASTERLY AROUND SAID CURVE FOR 50.12 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT, BEGINNING AT THE IRON PIN MARKING THE NORTH WEST CORNER OF THE ABOVE PROPERTY MEASURE EASTERLY ALONG THE NORTH LINE OF THE ABOVE SAID PROPERTY FOR 11.85 FEET; THENCE DEFLECT 110

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ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS

Containing 6.95 Acres, more or less, all situated in Champaign County, Illinois

Commonly known as 2408 N. Cunningham Avenue and also identified as Parcel Index Number 30-21-04-251-001.

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

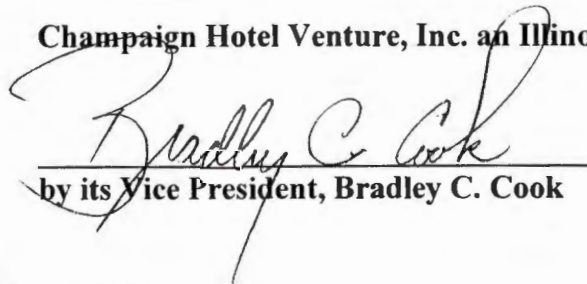
PETITIONER RESPECTFULLY REQUESTS:

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 for said Tract.

Dated this 16th day of June, 2000

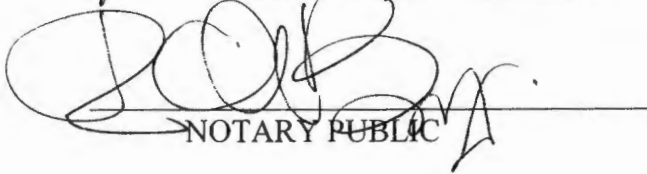
PETITIONER:

Champaign Hotel Venture, Inc. an Illinois Corporation, Inc


by its Vice President, Bradley C. Cook

Subscribed and sworn to before me this

16 day of June, 2000


NOTARY PUBLIC

My commission expires: _____

