

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH THE SYLVIA G. DOUGLAS TRUST, RAYMOND G. DOUGLAS TRUST,
CARL HILL, AND H. ALLEN DOOLEY**

(To annex 60.0+ acres located on the east side of Philo Road
to the south of Baronry Drive, Myra Ridge Drive,
and Ridge Park Drive - Plan Case No. 1779-A-01)

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 the Sylvia G. Douglas Trust, Raymond G. Douglas Trust, Carl Hill, and H. Allen Dooley, 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.

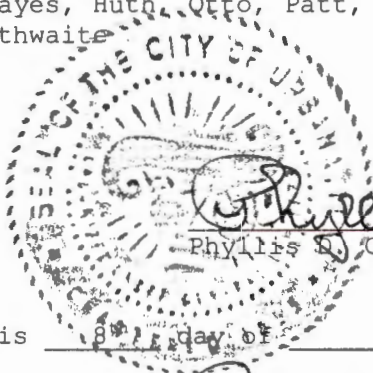
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the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

PASSED by the City Council this 7th day of May,
2001.

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 8th day of May,
2001.

James H. Hayes, Jr.
Tod Satterthwaite, Mayor
By James H. Hayes, Jr.
Mayor Pro-tem

2001R14880

RECORDED ON

06-08-2001 4:01:09

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 18.00
REV FEE:
PAGES: 4
PLAT ACT: 0
PLAT PAGE:

H
Recording Cover Sheet

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

A TRACT ALONG THE EAST SIDE OF PHILO ROAD AND
SOUTH OF BARONRY DRIVE, MYRA RIDGE DRIVE, AND
RIDGE PARK DRIVE (30-21-28-400-001 AND PART OF
30-21-28-300-001)

2001-05-05

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

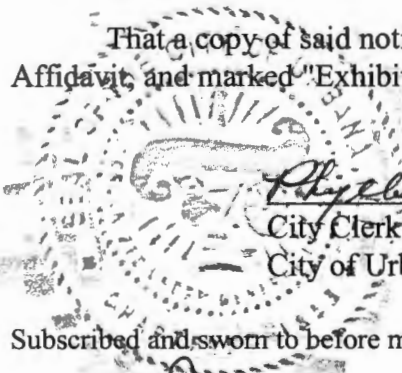
**AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX TERRITORY TO THE CITY OF URBANA**

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 did cause the attached notice of the pending action to be taken on an Ordinance annexing certain territory lying within the Urbana Township, to be served in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid, to each of the Board of Township Trustees and each of them, and the Township Commissioner of Highways, indicated on the copy of said notice hereto attached, made a part of this Affidavit, and marked "Exhibit A"; and did cause the attached notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of Philo Fire Protection District to the City of Urbana, Illinois, to be served in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid to each of the Trustees of Philo Fire Protection District and each of them, at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 7th day of June, 2001, 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
City Clerk by Robert J. Robert
City of Urbana Deputy Clerk

Subscribed and sworn to before me this
7th day of June, 2001.

Elaine Taylor
Notary Public

I certify this is a true copy of the Affidavit I recorded in the Recorder's Office, Champaign County, Illinois, on the 8th day of June, 2001.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

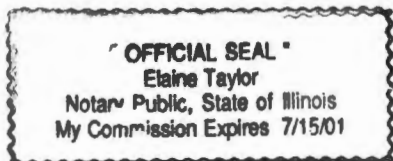


EXHIBIT A
NOTICE OF INTENT TO ANNEX TERRITORY
TO THE CITY OF URBANA

014880

TO:

Ken Buchanan
501 McGee Road
Urbana, IL 61802

Gregory F. Foster
310 Yankee Ridge Lane
Urbana, IL 61802

David Lemke
1781 Independence
Urbana, IL 61802

Paul Tatman
2802 E. Slayback Road
Urbana, IL 61802

Urbana Township Board of Trustees

and

Mr. Don Flessner
Urbana Township Supervisor
2312 E. Perkins Road
Urbana, IL 61802

and

Jim Prather
Urbana Township Commissioner of Highways
2312 E. Perkins Road
Urbana, IL 61802

and

John T. Godsell
1429 County Road 1100 N
Philo, IL 61864

Donald Hewing
209 Eisenhower
Philo, IL 61864

Richard D. Kirby
111 S. Harrison
Philo, IL 61864

Trustees of Philo Fire Protection District

014880

You and each of you are hereby notified, pursuant to the provisions of Section 5/7-1-1 65 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-1), that the Council of the City of Urbana, Illinois, will consider passage of an Ordinance annexing the following described territory to the City of Urbana:

The west 60.0 acres of the North Half of the Southeast Quarter of Section 28 in Township 19 North, Range 9 East, of the Third Principal Meridian, in Champaign County, Illinois.

Commonly known for reference as **a Tract along the East side of Philo Road and South of Baronry Drive, Myra Ridge Drive, and Ridge Park Drive** and also identified as Parcel Index Number **30-21-28-400-001 and part of 30-21-28-300-001.**

Said territory lies within the boundaries of Philo Fire Protection District and the Urbana Township, and is contiguous to the City of Urbana, Illinois.

Notice is further given that the Council of the City of Urbana will consider an Ordinance annexing the above-described territory to the City at its regular meeting **July 2, 2001** at 7:30 p.m. in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois. Provided said ordinance is approved by the Council of the City of Urbana as specified above, the proposed date and time said annexation shall take effect is **July 12, 2001** at 12:00 Noon.

Additional information about the proposed annexation can be obtained by contacting Reed Berger, Economic Development Coordinator, City of Urbana, at 217-384-2442.

Phyllis S. Clark

Phyllis Clark, City Clerk
City of Urbana, Illinois

Deborah J. Helbert
Deputy Clerk

ANNEXATION AGREEMENT

May 3, 2001

THIS Agreement is 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 Trustees of the Sylvia G. Douglas Trust, the Trustees of the Raymond G. Douglas Trust, and Carl Hill and H. Allen Dooley (hereinafter referred to as the "Owner"). Carl Hill and H. Allen Dooley are partial owners and proposed Developers of the Tract (hereinafter referred to as the "Developer") and are authorized to act on behalf of the current Owners under the terms of a Contract to Purchase the entire subject tract. 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 Trustees of the Sylvia G. Douglas Trust, the Trustees of the Raymond G. Douglas Trust, Carl Hill and H. Allen Dooley are the Owners of a certain approximately 60.00 acre parcel of real estate located along the east side of Philo Road to the south of Baronry Drive, Myra Ridge Drive, and Ridge Park Drive and having permanent index numbers 30-21-28-400-001 and 30-21-28-300-001 (part), 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 Tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, said Owner finds that in order to best utilize the tract, 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 AG-2, Agriculture in Champaign County and the City, Owner, and the Developer find it necessary and desirable that the tract be annexed to the City with zoning classifications of R-2, Single Family Residential and R-3, Single and Two-Family Residential, as set forth in the attached map, labeled Exhibit C, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexing said Tract as described herein as City R-2 and R-3, reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

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

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

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

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1. Annexation: The Owner represents that they are the sole record owners of the Tract described in Exhibit A and the Owners acknowledge that immediately after the City Council's approval of this Agreement, the City shall act on the signed annexation petition, labeled Exhibit D, to cause said Tract to be annexed to the City of Urbana.

Section 2. Zoning Classifications: The Owner and the Developer agree to accept the City of Urbana zoning classifications of R-2, Single Family Residential and R-3, Single and Two-Family Residential, as depicted in Exhibit C and as provided for in Article V of the Urbana Zoning Ordinance.

Section 3. Development Regulations: The Owner and Developer agree to abide by all applicable development regulations existing at the time of annexation, including the Urbana Subdivision and Land Development Code.

Section 4. Preliminary Plan: The Owner and Developer agree to develop the Tract in substantial conformance with the uses and layout shown in Exhibit E.

Section 5. Development Limitations: The Owner and Developer agree to limit the number of zero lot-line or duplex lots to be developed in the proposed R-3 zoning area, as depicted in Exhibit C, to no more than 45, with the remainder of the lots in this area to be developed as single-family lots. The Owner and Developer further agree to include a covenant in the owner's certificate for the proposed subdivision of the Tract requiring a minimum house size of 1,700 square feet for construction on proposed Lots 505-512, 543, and 550-553, as depicted in Exhibit E.

Section 6. Title Interests: The Owner represents that there are no mortgages or lien holders or holders of any security interest affecting title to the Tract or any part thereof.

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 during the 20-year term of this agreement.

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 act immediately to annex said tract subject to the terms and conditions outlined in this Agreement by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning Classification: The Corporate Authorities agree that the tract will be zoned R-2, Single Family Residential and R-3, Single and Two-Family Residential, as depicted in Exhibit C and as provided for in Article V of the Urbana Zoning Ordinance, as such exists at the time of annexation of the tract.

Section 3. Development Regulations: The Corporate Authorities agree that all applicable development regulations will apply to said tract, except as otherwise provided herein.

Section 4. Preliminary Plan: The Corporate Authorities agree to grant approval for development of the Tract in substantial conformance with the uses and layout shown in Exhibit E, and as consistent with the Urbana Land Development and Subdivision Code and other applicable regulations.

Section 5. Real Estate Tax Reimbursement: The City agrees to pay the Record Owner of the Tract at the time such payment is due, an amount equal to the difference between the real estate taxes which would be paid for the Tract if it was located outside the City and the amount paid as real estate taxes for the Tract when annexed to the City, as long as the Tract or subject portion of the Tract remains in agricultural use or until such time as a final plat is recorded for any portion of said Tract or for a period not to exceed twenty (20) years from the date of the City Council's approval of this Agreement, whichever occurs first. At such time as a final plat is recorded for a portion of the Tract or a portion of the Tract is used for other than agricultural use, or if the Record Owner of the Tract at the time sells any portion of the Tract, said Record Owner shall not be entitled to any payment for the tax liability which accrues on that portion of the Tract, but shall be entitled to payment for the portion of the Tract remaining in ownership of the Record Owner, their heirs, or beneficiaries.

The annual reimbursement amount shall be paid to the Record Owner of the Tract at the time, their heirs, or beneficiaries, 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 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 tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, 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 tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

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

Section 4. Enforcement: The Owner and Corporate Authorities agree and hereby stipulate that 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 the non-defaulting party may 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:

Trustees of the Sylvia G. Douglas Trust
c/o Stuart Mamer
Thomas, Mamer & Haughey
Fifth Floor, National City Bank Building
30 Main Street
Champaign, Illinois 61820

Trustees of the Raymond G. Douglas Trust
c/o Stuart Mamer
Thomas, Mamer & Haughey
Fifth Floor, National City Bank Building
30 Main Street
Champaign, Illinois 61820

Owner/Developer:

Carl Hill
1913 Trails Drive
Urbana, Illinois 61802

H. Allen Dooley
Lexington Construction Co.
1209 East University
Urbana, Illinois 61802

City:

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

Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

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
6/6/01
Date

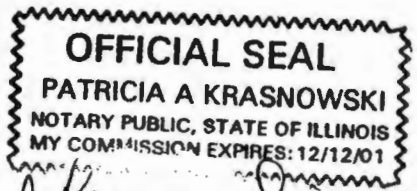
ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk
6-6-01
Date
Deputy Clerk


Owner (Sylvia G. Douglas Trust):

Raymond R. G. Douglas
Raymond R. G. Douglas
4/5/01
Date

ATTEST:

Patricia A. Krasnowski
Notary Public
4/5/01
Date


Rebecca Kay Matthews
Rebecca Kay Matthews
4/5/01
Date

Patricia A. Krasnowski
Notary Public
4/5/01
Date


James P. Douglas

James P. Douglas

4/5/01

Date

ATTEST:

OFFICIAL SEAL
PATRICIA A KRASNOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/12/01

Patricia A. Krasnowski

Notary Public

4/5/01

Date

Deborah M. Bonner

Deborah M. Bonner

March 24, 01

Date

ATTEST:

Angela K. Halverson

Notary Public

3/24/01

Date

ANGELA K. HALVERSON
NOTARY PUBLIC
STATE OF INDIANA
MY COMMISSION EXPIRES DEC. 14, 2008

Owner
(Raymond G. Douglas Trust)

Raymond G. Douglas
Raymond R. G. Douglas

4/5/01
Date

ATTEST:



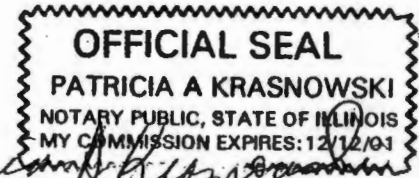
Patricia A. Krasnowski
Notary Public

4/5/01
Date

Rebecca Kay Matthews
Rebecca Kay Matthews

4/5/01
Date

ATTEST:



Patricia A. Krasnowski
Notary Public

4/5/01
Date

James P. Douglas

James P. Douglas

4/5/01

Date

ATTEST:



Patricia A. Krasnowski

Notary Public

4/5/01

Date

Deborah M. Bonner

Deborah M. Bonner

March 24, '01

Date

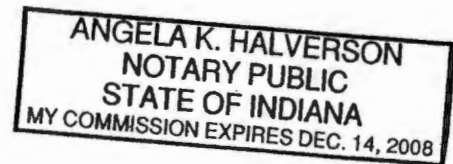
ATTEST:

Angela K. Halverson

Notary Public

3/24/01

Date

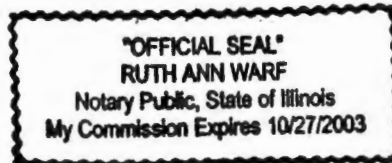


Owner/Developer

Carl Hill
Carl Hill

3-19-01
Date

ATTEST:



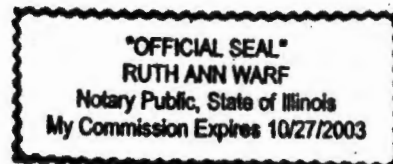
Ruth Ann Warf
Notary Public

3-19-01
Date

H. Allen Dooley
H. Allen Dooley

3-19-01
Date

ATTEST:



Ruth Ann Warf
Notary Public

3-19-01
Date

Exhibits attached and made a part of this Agreement:

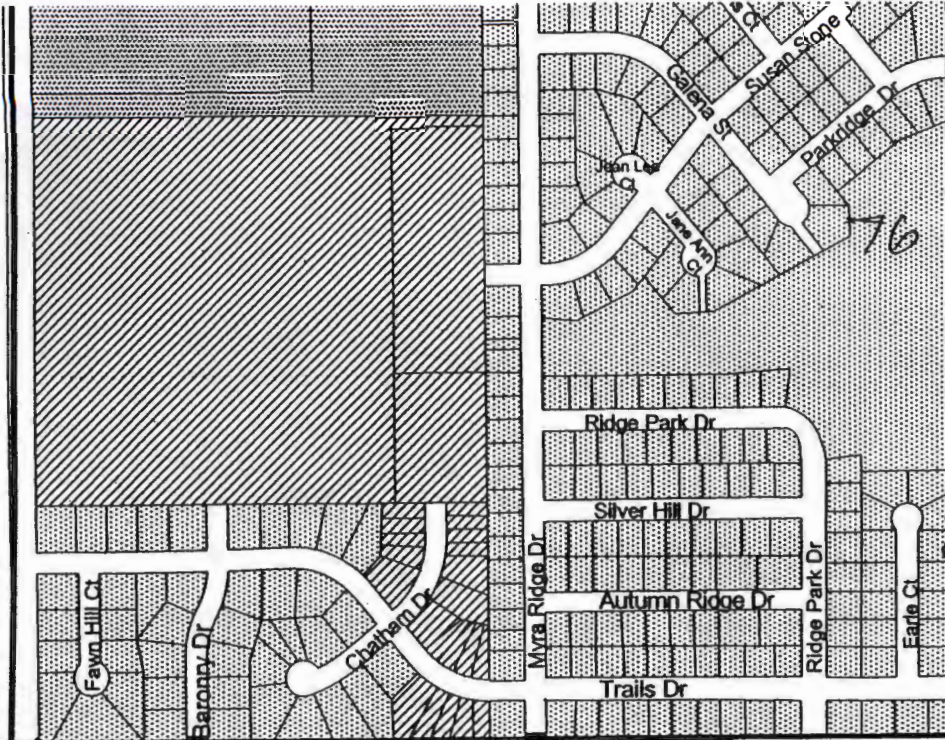
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Proposed Zoning Areas and Associated Legal Descriptions
- Exhibit D: Annexation Petition

Exhibit A

Legal Description of Tract

The west 60.0 acres of the North Half of the Southeast Quarter of Section 28 in Township 19 North, Range 9 East, of the Third Principal Meridian, in Champaign County, Illinois.

Exhibit "B": Zoning



AG-2
County

AG-2
County

SITE

SITE

AG-2
County

AG-2
County






AG-2
County

AG-2
County

AG-2
County

AG-2
County

AG-2
County

-  City Boundary
-  Subject Property
-  R2 - Single Family
-  R4 - Medium Density Multiple-Family
-  B3 - General Business



Plan Case: 1779-A-01
Southridge Annexation

Prepared March 8, 2001 by CDS- pal

Exhibit A
R-2 Zoning

The west 60 (sixty) acres of the North $\frac{1}{2}$ of the Southeast Quarter of Section 28, T.19N., R.9E. of the 3rd P.M. Champaign County, Illinois, excepting therefrom the following described Tract A, and the remaining area containing 38.979 acres, more or less.

Tract A

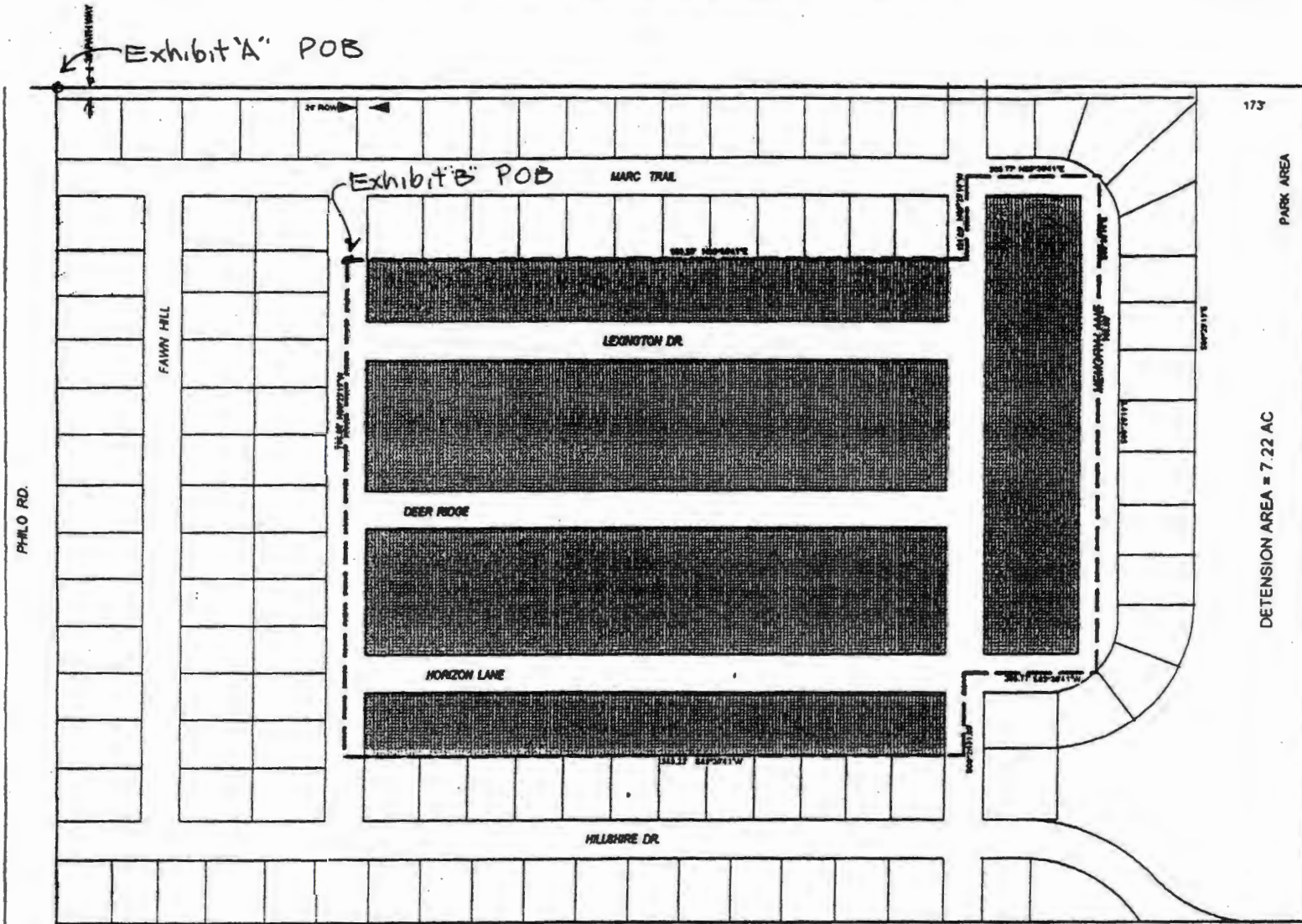
Commencing at the Northwest corner of the Southeast Quarter of said Section 28, and running 489.00 feet Easterly along the North line of said Southeast Quarter to a point; thence S.0 29'19"E., 279.70 feet to the true Point of Beginning; thence N.89 30'41"E., 959.23 feet; thence N.0 29'19"W., 131.00 feet; thence N.89 30'41"E., 205.77 feet; thence S.0 29'19"E., 786.00 feet; thence S.89 30'41"W., 205.77 feet; thence S.0 29'19"E., 131.00 feet; thence S.89 30'41"W., 959.23 feet; thence N.0 29'19"W., 786 feet to the Point of Beginning, containing 21.021 acres, more or less, situated in Champaign County, Illinois,

Exhibit B
R-3 Zoning

A part of the Northwest Quarter of the Southeast Quarter of Section 28, T.19N., R.9E. of the 3rd P.M.. more fully described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 28, and running 489.00 feet Easterly along the North line of said Southeast Quarter to a point; thence S.0 29'19"E., 279.70 feet to the true Point of Beginning; thence N.89 30'41"E., 959.23 feet; thence N.0 29'19"W., 131.00 feet; thence N.89 30'41"E., 205.77 feet; thence S.0 29'19"E., 786.00 feet; thence S.89 30'41"W., 205.77 feet; thence S.0 29'19"E., 131.00 feet; thence S.89 30'41"W., 959.23 feet; thence N.0 29'19"W., 786 feet to the Point of Beginning, containing 21.021 acres, more or less, situated in Champaign County, Illinois.

SOUTH RIDGE V, VI & VII SUBDIVISION Urbana II.



LEGEND FOR ZONING

	R-2
	R-3

ZONING PLAT

LEGEND FOR ZONING

	R-2
	R-3

LEGEND FOR PLAN

- () RECORD MEASUREMENT
- MCL HORIZONTAL CONTROL LOCATION
- ⊙ ENGINEER POUND
- ⊙ CONCRETE MONUMENT SET
- ⊙ CONCRETE MONUMENT FOUND
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- BUILDING SETBACK LINE
- UTILITY EASEMENT
- TOPG LABEL, Y & D.C.
- DIRECTION OF WATER FLOW
- 10 LOT # AND HOUSE LOCATION CODE.
- ALL PROPOSED STREET RIGHT-OF-WAYS = 60'

LEGEND FOR UTILITIES

- WATER MAIN
- WATERLINE
- GAS MAIN
- GAS SERVICE LINE
- OVERHEAD ELECTRIC POWER
- DIRECTION OF FLOW IN PIPE

BM 1 - BENCHMARK (1); ON MARC TRAIL DR = 731.42
 BM 2 - S.W. CORNER OF SUB CORNER P.M. = 727.20
 BM 3 - BENCHMARK (2); TRAIL DR & HORIZON LANE = 732.44

TRACT = 80 ACRES = 17 LOTS
 SINGLE FAMILY = 1 LOTS
 DUPLEX (R-3) = 45 LOTS
 TOTAL LIVING UNITS = 2

ZONING PLAT

SOUTH RIDGE SUBDIVISION Urbana II.		Prep. Date
PRELIMINARY PLAN		Sheet No.
ZAMCO, INC. 1202 E. University Ave. Urbana, IL 217-337-6717		4/17/01

EXHIBIT C

Exhibit D

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

The Petitioner, Carl E. Hill, et al, 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:

The west 60.0 acres of the North Half of the Southeast Quarter of Section 28 in Township 19 North, Range 9 East, of the Third Principal Meridian, in Champaign County, Illinois.

Commonly known as a Tract along the East side of Philo Road and South of Baronry Drive, Myra Ridge Drive, and Ridge Park Drive and also identified as Parcel Index Number 30-21-28-400-001 and part of 30-21-28-300-001.

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 said Tract.

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois in accordance with all of the aforesaid conditions herein and 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 the Urbana City Council on May 7, 2001 as Ordinance No. 2001-05-045 and approved by the Mayor of the City of Urbana.

Dated this 4th day of June, 2001.

PETITIONER:

Sylvia G. Douglas Trust:

Raymond R. G. Douglas
Raymond R. G. Douglas

4/5/01
Date

Subscribed and sworn to before me this

5TH day of April, 2001



NOTARY PUBLIC

My commission expires: _____

Rebecca Kay Matthews
Rebecca Kay Matthews

4/5/01
Date

Subscribed and sworn to before me this

5TH day of April, 2001



Patricia A. Krasnowski
NOTARY PUBLIC

My commission expires: _____

James P. Douglas

James P. Douglas

4/5/01

Date

Subscribed and sworn to before me this

5th day of April, 2001

Patricia A. Krasnowski
NOTARY PUBLIC



My commission expires: _____

Deborah M. Bonner

Deborah M. Bonner

March 24, '01

Date

Subscribed and sworn to before me this

24 day of March, 2001

Anyle K. Johnson
NOTARY PUBLIC

My commission expires: 12-14-2008

Raymond G. Douglas Trust

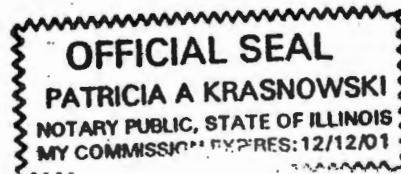
Raymond R. G. Douglas
Raymond R. G. Douglas

4/5/01
Date

Subscribed and sworn to before me this

5th day of April, 2001

Patricia A. Krasnowski
NOTARY PUBLIC



My commission expires: _____

Rebecca K. Matthews
Rebecca Kay Matthews

4/5/01
Date

Subscribed and sworn to before me this

5th day of April, 2001

Patricia A. Krasnowski
NOTARY PUBLIC



My commission expires: _____

James P. Douglas
James P. Douglas

4-5-01
Date

Subscribed and sworn to before me this

5th day of April, 2001

Patricia A. Krasnowski
NOTARY PUBLIC



My commission expires: _____

Deborah M. Bonner
Deborah M. Bonner

March 24, 01
Date

Subscribed and sworn to before me this

24 day of March, 2001

Angie K. Helverson
NOTARY PUBLIC

My commission expires: 12-14-2008

Carl Hill

Carl Hill

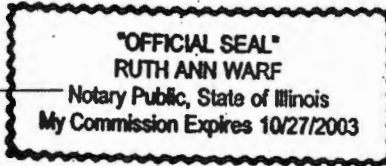
3-19-01

Date

Subscribed and sworn to before me this

19th day of March, 2001

Ruth Ann Warf
NOTARY PUBLIC



My commission expires: 10-27-2003

H. Allen Dooley
H. Allen Dooley

3-19-01

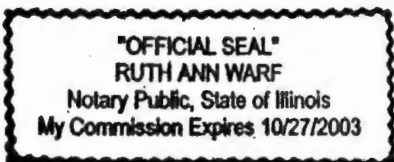
Date

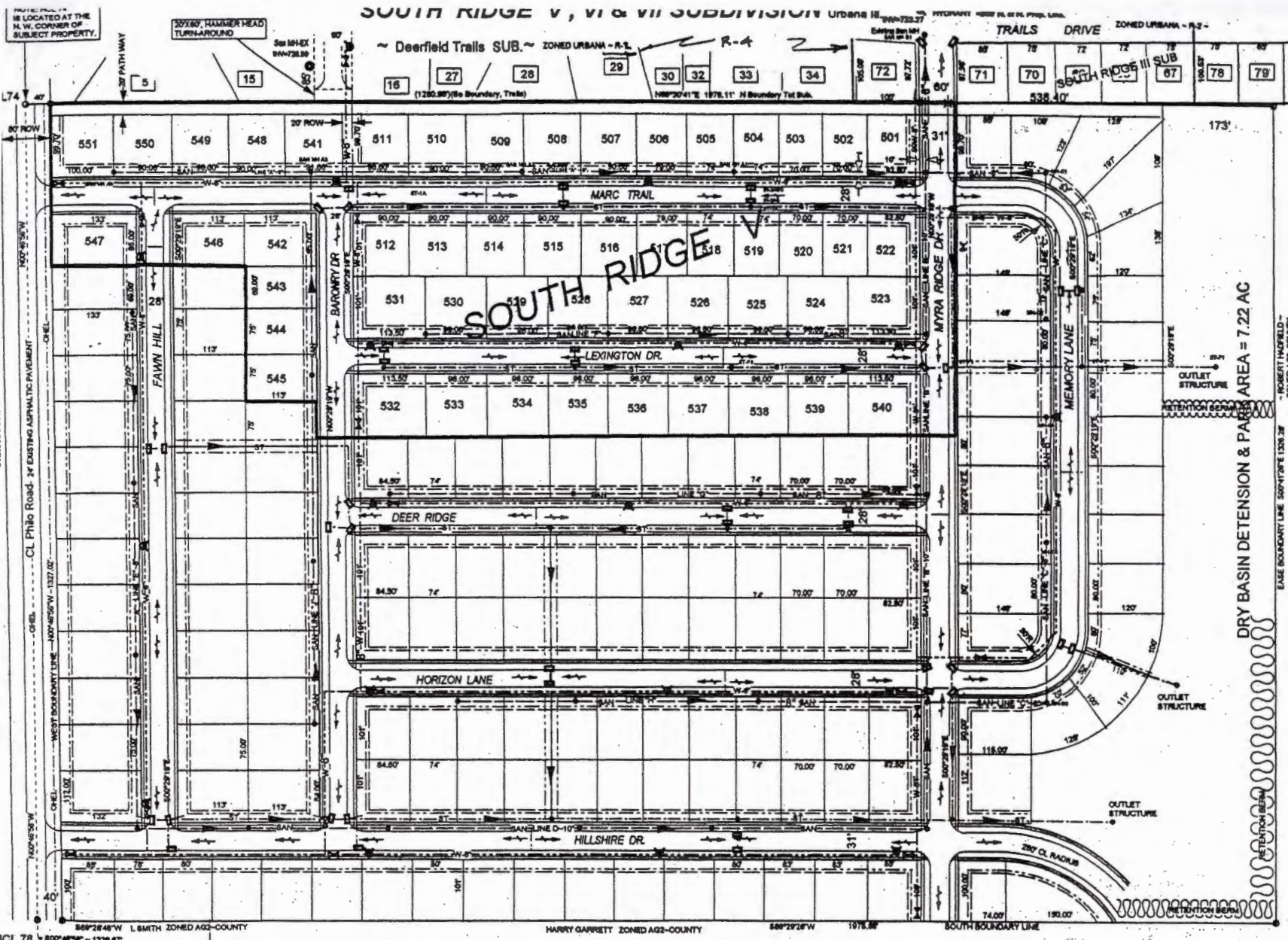
Subscribed and sworn to before me this

19th day of March, 2001

Ruth Ann Warf
NOTARY PUBLIC

My commission expires: 10-27-2003





LEGEND FOR EASEMENTS
 EASEMENT SPACING
 15' Front yards = 15'
 10' Side yards = 10'
 5' Back yards = 5'
 EASEMENT SETBACK SPACING = 20'

N
 1" = 150'
 SCALE

LEGEND FOR PLAN
 HGL HORIZONTAL CONTROL LOCATION
 () RECORD MEASUREMENT
 (●) IRON PIPE FOUND
 (○) IRON ROD SET
 (□) CONCRETE MONUMENT SET
 (■) CONCRETE MONUMENT FOUND
 --- SUBDIVISION BOUNDARY LINE
 - - - LOT LINE
 - - - BUILDING SET-BACK LINE
 - - - UTILITY EASEMENT
 - - - TOPO LINES: 1" INC.
 - - - DIRECTION OF WATER FLOW
 10 LOT # AND HOUSE LOCATION-EXIST.
 ALL PROPOSED STREET RIGHT-OF-WAYS = 60'
 WITH STREET SURFACES OF P.C.C. OF CITY SPECIFIED THICKNESSES.
 ALL SIDEWALKS 4" WIDE, 8" THICK P.C.C. LOCATED 1' OUTSIDE OF PROPERTY LINE.
LEGEND FOR UTILITIES
 W HYDANT ARMY
 W WATER LINE
 S-BAN SAN SEW LINE
 S-T STORM SEW LINE
 O-HL OVERHEAD ELECTRIC POWER
 DIRECTION OF FLOW IN PIPE
 BM 1 - BAN MH (11); SR II; TRAILS DR = 731.42
 BM 2 - S. W. COR. SR II; SUB. CORNER P.M. = 737.03
 BM 3 - BAN MH (5); TRAILS DR & MYRA RIDGE = 732.14

STORM WATER DRAINAGE NOTES:
 THERE IS NO UPSTREAM DRAINAGE SINCE THIS LAND IS AT THE CREST OF SURROUNDING LAND.
 STORM WATER MANAGEMENT WILL BE PROPERLY MANAGED BY CONTROLLED OUT-FLOW OF RAINWATER FROM THE DETENTION AREA TO WHAT IS NOW AN EXISTING SWALE TO THE EAST.
 EROSION CONTROL WILL BE MAINTAINED BY STRATEGIC LOCATION OF STRAW BALES AND SILT FENCING.
 THIS 80 ACRE TRACT IS LOCATED WITHIN THE "SILVER CREEK" AND "UPPER EMMASES" DRAINAGE DISTRICTS.

TRACT = 80 ACRES = 175 LOTS
 PRESENT ZONING = A02
 SINGLE FAMILY = 127 LOTS
 DUPLEX (R-3) = 45 LOTS
 TOTAL LIVING UNITS = 217
 BUSINESS - B-1 = 3
 SR-V = 15.7 ACRES = 51 LOTS

SOUTH RIDGE SUBDIVISION URBANA, ILL.		File: Orig/Project/10 Base/Plan
PRELIMINARY PLAN		
ZAMCO, INC. 1202 E. University Ave. Urbana, Ill. 217-337-5717		49001

"EXHIBIT E"
 Note: Baring Drive may be extended northward depending upon Subdivision review
 "B-1" lots recommended to be Single Family Lots