

**AN AMENDMENT TO AN ANNEXATION AGREEMENT
WITH COMMUNITY HOMES, INC., SCOTT WELLER DEVELOPMENT,
SCOTT E. WELLER, AND SCOTT E. WELLER AND CATHERINE WELLER,
APPROVED BY ORDINANCE NO. 9192-92 ON MAY 21, 1992**

(To Include Provisions for a Subdivision Development by the St. Agnes Company called Savannah Green - Plan Case No. 1784-A-01)

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

Section 1. That an Amended Agreement by and between the City of Urbana, Weller's Community Homes, Inc. (Owner), Little River Development (Owner), BankIllinois (Trustee), and St. Agnes Company (Developer), in the form of the copy of said Amended 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 Amended Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 2nd day of July,
2001.

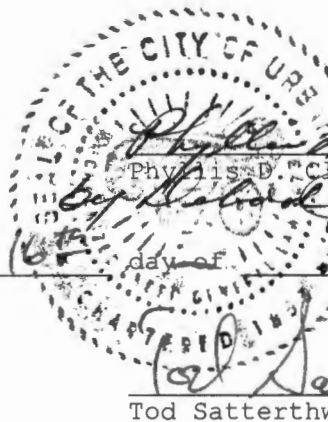
AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, and
Mayor Satterthwaite

NAYS:

ABSTAINS:

APPROVED by the Mayor this 16th day of July,

2001.



Phyllis D. Clark
Phyllis D. Clark, City Clerk
Bob Roberts
Deputy Clerk
Tod Satterthwaite
Tod Satterthwaite, Mayor

**An Amendment to An Annexation Agreement between the City of Urbana and
Community Homes, Inc.; Scott Weller Development; Scott E. Weller; and
Scott E. Weller and Catherine Weller approved by Ordinance No 9192-92 on
May 21, 1992.**

**(Between the City of Urbana, Weller's Community Homes, Inc., BankIllinois, Little River
Development, and St. Agnes Company)**

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 Weller's Community Homes, Inc., BankIllinois, and Little River Development (hereinafter referred to as the "Owners") and the St. Agnes Company (hereinafter referred to "Developer"). The effective date of this Agreement shall be as provided 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, the Little River Development is the Owner of record of a certain parcel of real estate permanent index number 91-21-15-326-014 referenced herein as "Tract A"; and Weller's Community Homes, Inc. and BankIllinois as trustees are the Owners of record of a certain parcel of real estate permanent index number 91-21-15-376-006 referenced herein as "Tract B", the map and legal descriptions of which real estate is set forth in Exhibit "A" attached hereto; and

WHEREAS, Community Homes, Inc.; Scott Weller Development; Scott Weller; and Scott E. Weller and Catherine Weller and the City previously entered into an Annexation Agreement which was approved by Ordinance No 9192-92 on May 21, 1992 (hereinafter referred to as the "previously approved annexation agreement" or "Agreement" and attached hereto as Exhibit "B"); and that the tracts were described in the previously approved annexation agreement as Tract III and Tract IV; and

WHEREAS, the previously approved annexation agreement annexed and zoned Tract III as R-2, Single-Family Residential and Tract IV as R-4, Medium Density Multiple Family Residential under the terms of the Urbana Zoning Ordinance; and

WHEREAS, the Owners have entered into a contract with the St. Agnes Company ("Developer") to purchase the property with the intention of developing a single-family residential subdivision as shown on the development plan layout attached as Exhibit "C"; and

WHEREAS, the Owners, Developer and City wish to amend the previously approved annexation agreement to include the terms and provisions of the proposed single-family residential subdivision development; and

WHEREAS, the attached map, labeled Exhibit "A", is a true and accurate representation of the tracts to be amended within the existing annexation agreement with the City of Urbana under the provisions of this agreement; and

WHEREAS, such amendment to the previously approved annexation agreement will ensure that the Developer will be permitted to construct a single-family residential subdivision with a unique design featuring elements of a "neo-traditional" development and that the City of Urbana will receive real estate taxes and other revenues that will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have the previously approved annexation agreement amended upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE THAT THE PREVIOUSLY APPROVED ANNEXATION AGREEMENT SHOULD BE AMENDED TO ADD THE FOLLOWING PROVISIONS WHICH SHALL BE REGARDED AS ALSO AMENDING ANYTHING TO THE CONTRARY CONTAINED IN THE PREVIOUS ANNEXATION AGREEMENT.

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER(S) AND/OR DEVELOPER

The Owner and/or Developer agrees to the following provisions:

Section 1. Ownership: The Owners represent that they are the sole record Owners of the tracts described in Exhibit "A".

Section 2. Zoning Classification: The Owners acknowledge that Tract "A" will be rezoned from City R-4, Medium Density Multiple Family Residential to City R-2, Single Family Residential upon adoption of the amendment to the previously approved annexation agreement.

Section 3. Preliminary Plan: The Owners and Developer agree to develop both Tracts in substantial conformance with the uses and layout shown in Exhibit "C".

Section 4. Development Regulations: The Owners and Developer agree to abide by all applicable development regulations existing at the time of the adoption of this amendment to the previously approved annexation agreement with the exception of those regulations listed in Article II Section 3 herein of this agreement.

Section 5. Development Provisions: The Developer agrees to the following development provisions as part of the construction of the single-family residential subdivision as shown on Exhibit "C":

- a) The Developer agrees to provide street trees of at least 5-inch caliper in the right-of-way between the curb and sidewalk. One tree shall be planted per home. The street trees shall be dedicated to the City of Urbana for ownership and maintenance. The spacing and species of tree must meet the approval of the City Arborist prior to planting.
- b) The Developer agrees to create a Homeowner's Association for the development that will be responsible for maintaining any amenities and features located on private property and not accepted by the City or any other municipal authority for ownership and/or maintenance. The creation of the Homeowner's Association shall be set forth in the Owner's Certificate on the Final Plat. Homeowner Association Bylaws and Covenants shall be reviewed and approved by the City Attorney.
- c) The Developer agrees to provide a minimum of 1.5 acres of parkspace as shown on the preliminary plan labeled as Exhibit "D". The Developer further agrees to provide landscaping and other improvements as shown in detail on Exhibit "F". Should the Urbana Park District not agree to accept dedication of the parkspace into the Park District, the Homeowner's Association shall be responsible for its ownership and maintenance.
- d) The Developer agrees to provide fence and stone column detail along Florida Avenue as shown in detail on Exhibit "E". The fence and columns shall be located on private property and shall be owned and maintained by the established Homeowner's Association.
- e) The Developer agrees to construct or cause to be constructed a variety of home types and layouts including those shown on the examples in Exhibit "F". The mix of home styles shall include both one and two story models.
- f) The Developer agrees to provide or cause to be provided exterior lighting on all garages facing the alleys.
- g) The Developer agrees to meet individually with the owners of the lots adjacent to the west of proposed Lots 265 through 295 (as shown on Exhibit "C") and, dependent upon the adjacent owners' choice, shall either install a six- or eight-foot high wood privacy fence, or plant an evergreen screen, or provide no buffer treatment. The buffer shall be installed on the neighboring properties and the developer shall be responsible for coordinating and installing the chosen buffer treatment. The Developer shall coordinate with the City Arborist concerning species and type of vegetation to be installed. The Developer shall provide signed documentation to the City that the owner has been contacted regarding the selected buffer treatment.
- h) The Developer agrees to construct all Public Improvements shown on the Site Plan in Exhibit "C" and necessary for the Development, including Florida Avenue, Smith Road, Michigan Avenue and other local streets, storm sewer improvements, stormwater detention, and other

utilities, in conformance with the development standards contained in the Urbana Subdivision and Land Development Code except as waived in conjunction with approval of the Preliminary Subdivision Plat. As set forth in Article II of this Agreement, the City shall reimburse the Developer for one-half the cost of construction, engineering, and related stormwater detention of Florida Avenue.

- i) The Developer shall provide permanent delineators along the proposed alleys to assist in guiding snowplows and to protect any turfed areas or other improvements that are placed alongside the alleys.
- j) The Developer agrees to provide one mid-block curb cut in the center of each block in order to accommodate handicapped accessible access from the street to the sidewalk.
- k) The Developer agrees to pay for and install street lighting as mutually agreed upon between the developer and City Engineer.

Section 6. Invoices and Change Orders: The Developer shall make all payments to the construction contractor, engineer, and their respective subcontractors and subconsultants, material suppliers, etc. Developer shall invoice the City in accordance with the cost described in Article II, Section 4. Payments shall be made to the Developer within thirty (30) days after the City receives the invoices. The Developer shall provide reasonable documentation to the City regarding the actual cost of the work as costs are incurred and submit invoices based upon percentage of completion, less a five percent retainage pending final completion. Any change orders for work other than that approved per Article II, Section 4 shall first be approved by the City Engineer. Failure to do so may result in no compensation by the City for work performed. Lien waivers must be submitted prior to final payment.

Section 7. Title Interests: The Owner represents that there are no mortgages or lien holders or holders of any security interest affecting title to either Tract "A" or Tract "B".

Section 8. Disconnection: The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect either Tract "A" or Tract "B" from the City during the remaining term of this agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. Annexation Agreement: The Corporate Authorities hereby amend the previously approved annexation agreement of said tracts subject to the terms and conditions outlined in this Agreement, within thirty (30) days of the effective date of this Agreement per the previously submitted annexation petitions.

Section 2. Zoning Classification: The Corporate Authorities agree that Tract “A” will be rezoned from R-4, Medium Density Multiple Family Residential to R-2, Single-Family Residential upon adoption of the amendment to the previously approved annexation agreement.

Section 3. Development Regulations: The Corporate Authorities agree that all applicable development regulations as are in force as of the date hereof will apply to said tracts, except as otherwise provided below:

- A. **Lot Size.** The Corporate Authorities hereby grant variances to permit residential lots to be less than the required 6,000 square feet in area. Of the 297 single-family residential lots shown on the preliminary plan (Exhibit “C”), no lots shall be less than 5,040 square feet in area. No more than 60 percent of the lots may be less than 5,600 square feet in area.
- B. **Lot Width.** The Corporate Authorities hereby grant variances to permit residential lots to be less than the required 60 feet in width. Of the 297 single-family residential lots shown on the preliminary plan (Exhibit “C”), no lots shall be less than 42 feet in width. No more than 60 percent of the lots may be less than 47 feet in width.
- C. **Setbacks.** The Corporate Authorities agree to permit the following variations for setbacks:
 - 1. **Common lot-line garages.** Detached garages built as accessory structures to the dwelling unit may encroach into the required side yard setback to zero inches when proposed to be built as a common-lot-line garage with the garage on the neighboring lot. Any detached garage proposed not to connect to a neighboring garage must meet the setback standards of the Urbana Zoning Ordinance.
 - 2. **Side yard Setback.** The side yard setback for all homes shall be five feet with the exception of any lot developed with the XL Promo Home as shown in Exhibit “F”. For these lots, a 3-foot side yard setback is permitted for the area of the dining room cantilever only. There shall be only one cantilever on each home.
 - 3. **Side yard Setback along a Street.** All side yard setbacks along a public street may be 10 feet.
 - 4. **Average Front Yard Setback.** There shall be no requirement to average the front yard setback of homes on a blockface although no structure shall be setback less than 15 feet and no greater than 25 feet.
 - 5. **Chimney Encroachment.** Chimneys may encroach into the required side yard by up to but no more than three feet. There shall be no requirement to restrict the encroachment of the chimney by up to one-third of the said side yard.

D. Floor Area Ratio. Finished basements shall not count towards the floor area ratio of the lot and structure.

Section 4. Florida Avenue: The Corporate Authorities agree to pay for one-half the cost of the construction, engineering, and related stormwater detention of Florida Avenue as an urban arterial street including an eight foot wide concrete multi-use path along the south side of the Site as generally shown in Exhibit "C". The City will reimburse the Developer for engineering fees up to 20% of one-half of the related construction costs. Engineering fees shall include all surveying, design, testing services, plans and specifications, and full time construction inspection, engineering and staking for Florida Avenue. The Developer shall provide unit prices for work to be performed. An full-time resident engineer from the developer's engineering firm shall be assigned to the Florida Avenue street work. A resume of the full-time engineer shall be submitted to the City Engineer for approval. A qualified local testing services must also be secured for the Florida Avenue construction. The City agrees to reimburse up to said unit prices for the Florida Avenue improvements in the Fairway Estates Subdivision. The City Engineer shall approve the unit prices prior to commencement of work. The Developer's engineer and the City shall meet as necessary to develop an approved set of plans. Florida Avenue shall be constructed as an arterial consistent with the standards of the Urbana Land Development and Subdivision Code. Construction of the south half of Florida Avenue shall be at the City's expense, but shall be undertaken by the Developer as a part of the development.

Section 5. Waivers to the Subdivision and Land Development Code: The Corporate Authorities agree to consider waivers to the Subdivision and Land Development Code related to right-of-way width, street pavement width, curbs, and turning radius. These waiver requests shall be considered by the Urbana Plan Commission and City Council as part of the review of the Preliminary Subdivision Plat

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. 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 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 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 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 tracts.

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

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

Corporate Authorities:

Tod Satterthwaite
Tod Satterthwaite, Mayor
City of Urbana:

10/23/01
Date

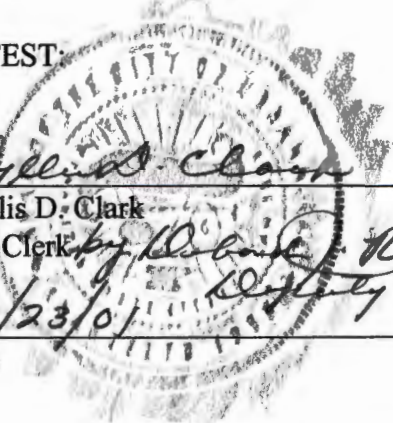
Owners:

[Signature]
Weller's Community Homes, Inc.

8/10/01
Date

ATTEST:

[Signature]
Phyllis D. Clark
City Clerk
[Signature]
Deputy Clerk
10/23/01
Date



Notary Public

[Signature]
Date
8/10/01



Owner:

[Signature]
BankIllinois, Trustee

8/10/01
Date

Notary Public

[Signature]
Date
8/10/01



Owner:

Sheila C. Moore, Pres.

Little River Development

8/7/01

Date

Notary Public

Sheila C. Moore

Date 8-7-01

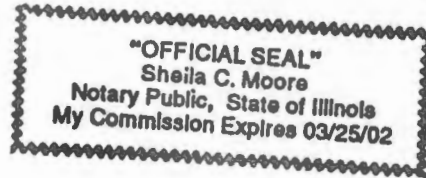
Developer:

Mike Suhadolnik, Pres.

Mike Suhadolnik, President
St. Agnes Company

Aug 10, 2001

Date



Notary Public

Patrick T. Fitzgerald

Date

8/10/01

Exhibits attached and made a part of this Agreement:

- Exhibit A: Map and Legal Description of Tract "A" and Tract "B"
- Exhibit B: 1992 Previously Approved Annexation Agreement
- Exhibit C: Subdivision Development Layout Plan
- Exhibit D: Park Detail
- Exhibit E: Fence and Column Design
- Exhibit F: Home Style and Layout Examples

Exhibit "A"
Map and Legal Description of Tract "A" and Tract "B"

DESCRIPTION OF PROPERTY

TRACT "A":

A Tract of Land 5.5890 acres in the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, and being in the City of Urbana, Champaign County, Illinois, the boundary of which is described as follows: Beginning at a steel rod marker at the Intersection of the South Line of Lot 2 of Rainbow Subdivision and the West Line of the Southeast Quarter of said Southwest Quarter Section which Rod Marker is also 601.07 feet southerly from the Northwest Corner of the Northeast Quarter of said Quarter Section; thence north $89^{\circ}-16'-50''$ east 105.50 feet along the Southerly Line of said Rainbow Subdivision to a Steel Rod Marker at the South End of the Centerline of Smith Road; thence north $85^{\circ}-22'-55''$ east 35.79 feet to a steel rod marker; thence north $0^{\circ}-43'-10''$ west 7.07 feet to a steel rod marker located 0.23 feet easterly of the Southwest Corner of Lot 1 of Rainbow Subdivision; thence south $85^{\circ}-03'-13''$ east 96.26 feet to a steel rod marker; thence north $89^{\circ}-16'-50''$ east 14.32 feet to a steel rod marker; thence south $85^{\circ}-03'-13''$ east 272.00 feet to a steel rod marker; thence south $75^{\circ}-23'-56''$ east 284.03 feet to a steel rod marker; thence south $76^{\circ}-17'-14''$ east 235.66 feet to a steel rod marker at the Southeast Corner of Lot 1 of said Rainbow Subdivision; thence south $0^{\circ}-43'-46''$ east 209.46 feet to a steel rod marker; thence south $86^{\circ}-52'-12''$ west 48.46 feet to a steel rod marker; thence north $76^{\circ}-17'-14''$ west 205.01 feet to a steel rod marker; thence north $75^{\circ}-23'-56''$ west 305.63 feet to a steel rod marker; thence north $85^{\circ}-03'-13''$ west 245.96 feet to a steel rod marker; thence south $89^{\circ}-16'-50''$ west 67.71 feet to a steel rod marker; thence southwesterly around a curve having 50 foot radius with initial tangent bearing south $0^{\circ}-43'-10''$ east, and being concave to the west, a curve distance of 78.54 feet to a steel rod marker; thence south $89^{\circ}-16'-50''$ west 50.00 feet to a steel rod marker; thence south $0^{\circ}-43'-10''$ east 15.33 feet to a steel rod marker; thence southwesterly around a curve concave to the west, tangent to the last described course and having a radius 14.50 feet, a curve distance of 27.50 feet to a steel rod marker; thence north $82^{\circ}-02'-42''$ west 42.50 feet to a steel rod marker; thence westerly around a curve concave to the south, tangent to the last described course and having a radius of 280 feet, a curve distance of 42.38 feet to a steel pipe marker at the Southeast Corner of Lot 1359 of the Seventh Plat of Country Squire Estates; thence north $0^{\circ}-43'-10''$ west 110.00 feet along the East Line of said Lot 1359 to a steel pipe marker; thence north $0^{\circ}-43'-10''$ west 115.26 feet along the East Line of Lot 1274 of the Fifth Plat of Country Squire Estates to the Northeast Corner of said Lot 1274; thence south $89^{\circ}-16'-50''$ east 13.50 feet to a steel pipe marker at the East End of Rainbow View Drive; thence north $0^{\circ}-43'-10''$ west 60.00 feet to the North Line of Rainbow View Drive; thence north $89^{\circ}-16'-50''$ east 16.50 feet to the Point of Beginning.

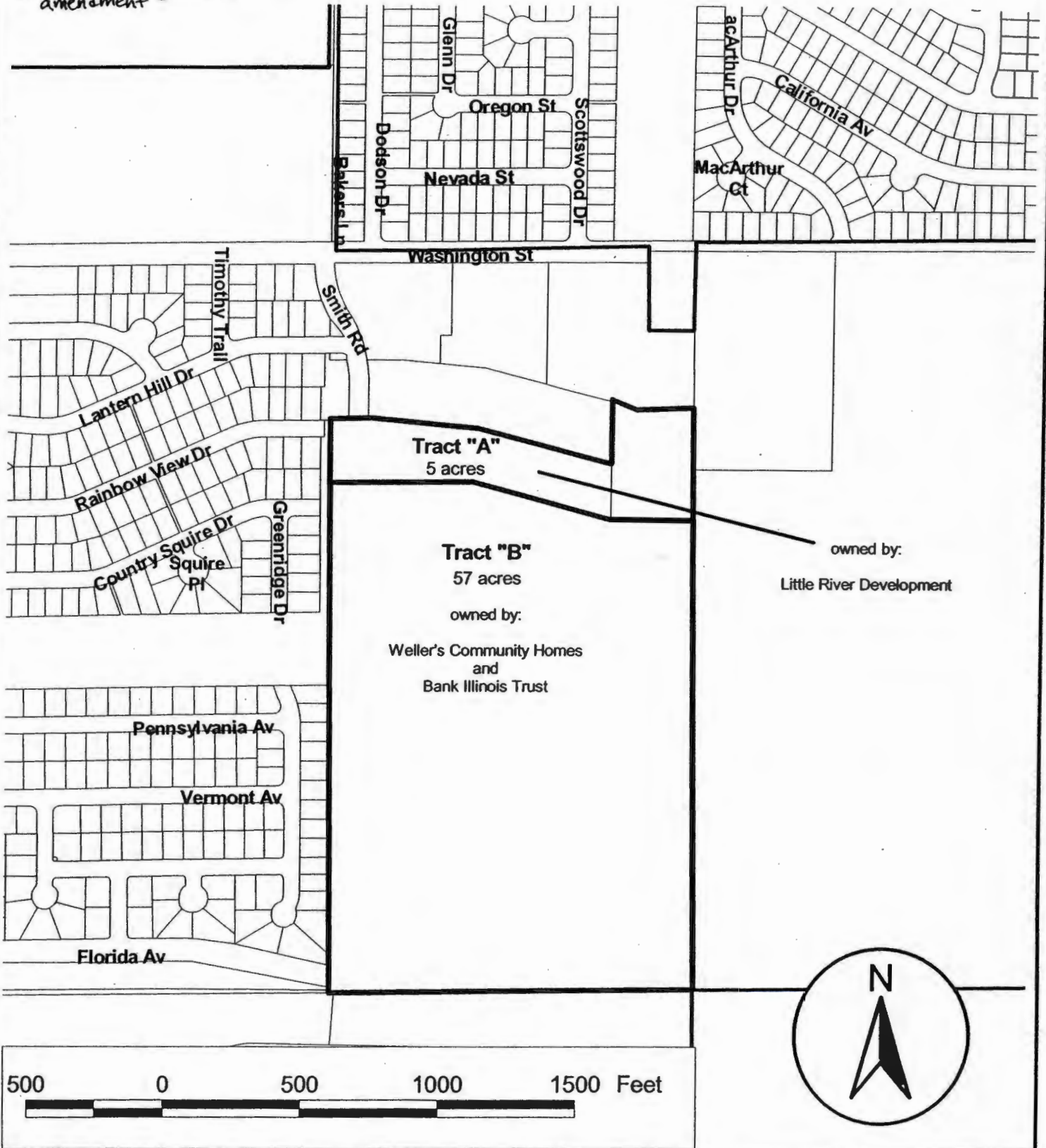
TRACT "B":

A Tract of Land being the Southeast Quarter of the Southwest Quarter, part of the Southwest Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southwest Quarter, and part of the Northeast Quarter of the Southwest Quarter, all lying in Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, the boundary of which may be more particularly described as follows: Beginning at an Iron Pin Monument at the Southeast Corner of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian as shown on a Monument Record in Book 1992 on Page 419 in the Office of the Champaign County Recorder of Deeds; thence south $89^{\circ}-07'-54''$ west along the South Line of said Southwest Quarter, for a distance of 1322.75 feet to an Iron Pin Monument set at the Southwest Corner of the Southeast Quarter of said Southwest Quarter, said Iron Pin Monument also being 0.37 feet south and 0.38 feet west of an Iron Pin Monument found; thence north $00^{\circ}-46'-11''$ west, for a distance of 623.51 feet to an Iron Pin Monument found at the Southeast Corner of Lot 159 of Weller's Lincolnwood Second Section as shown on a Plat recorded in Plat Book "U" on Page 46 in the Office of the Champaign County Recorder of Deeds, said Iron Pin Monument lying 0.56 feet west of the West Line of said Southeast Quarter of the Southwest Quarter; thence north $00^{\circ}-39'-20''$ west along the East Line of said Weller's Lincolnwood Second Section, for a distance of 482.91 feet to the Northeast Corner of Lot 153 of said Weller's Lincolnwood Second Section, said Northeast Corner being 0.07 feet west of an Iron Pin Monument found and also being 0.03 feet west of the West Line of said Southeast Quarter of the Southwest Quarter; thence north $00^{\circ}-42'-45''$ west, for a distance of 259.92 feet to an Iron Pin Monument set on the West Line of the Northeast Quarter of the Southwest Quarter, said Iron Pin also set being on an extension of the South Line of Country Squire Estates Seventh Subdivision, the Plat of which is recorded in Plat Book "W" on Page 26, in the Office of the Champaign County Recorder of Deeds, said Iron Pin set also being 0.34 feet west of an Iron Pin Monument found; thence north $89^{\circ}-48'-38''$ west along the Extension of said South Line of the Country Squire Estates Seventh Subdivision, for a distance of 29.69 feet to the Southeast Corner of Lot 1399 of said Country Squire Estates Seventh Subdivision, said Southeast Corner also being 0.06 feet west of an Iron Pin Monument found; thence north $00^{\circ}-45'-59''$ west along the East Line of said Country Squire Estates Seventh Subdivision, for a distance of 406.09 feet to the Southeast Corner of Lot 1359 of said Country Squire Estates Seventh Subdivision, said Southeast Corner lying 0.11 feet west of an Iron Pin Monument found, said Southeast Corner also being the Southwest Corner of the Proposed Rainbow Second Subdivision; thence along a circular curve to the right having a radius of 280.00 feet, a central angle of $08^{\circ}-43'-10''$, a chord being of South $86^{\circ}-08'-08''$ east, and a chord length of 42.57 feet, for an arc length of 42.61 feet to an Iron Pin Monument found; thence south $82^{\circ}-04'-10''$ east along the South Line of said Proposed Subdivision, for a distance of 42.25 feet to an Iron Pin Monument found; thence along a circular curve to the left having a radius of 14.50 feet, a central angle of $92^{\circ}-08'-20''$, a chord bearing of north $49^{\circ}-06'-58''$ east, a chord length of 20.89 feet, for an arc length of 23.32 feet to an Iron Pin Monument found; thence north $00^{\circ}-54'-10''$ west along said South Line of the proposed Subdivision, for a distance of 15.23 feet to an Iron Pin Monument found; thence north $89^{\circ}-13'-56''$ east along said South Line of the proposed Subdivision, for a distance of 50.00 feet to an

Iron Pin Monument found; thence along a circular curve to the left having a radius of 50.00 feet, a central angle of $90^{\circ}-01'-23''$, a chord bearing of North $44^{\circ}-10'-51''$ east, and a chord length of 70.73 feet, for an arc length of 78.56 feet to an Iron Pin Monument found; thence north $89^{\circ}-17'-22''$ east along said South Line of the Proposed Subdivision, for a distance of 67.75 feet to an Iron Pin Monument found; thence south $85^{\circ}-04'-03''$ east along said South Line of the Proposed Subdivision, for a distance of 245.98 feet to an Iron Pin Monument found; thence south $75^{\circ}-26'-21''$ east along said South Line of the Proposed Subdivision, for a distance of 305.76 feet to an Iron Pin Monument found; thence south $76^{\circ}-19'-04''$ east along said South Line of the Proposed Subdivision, for a distance of 204.87 feet to an Iron Pin Monument found; thence north $86^{\circ}-49'-41''$ east along said South Line of the Proposed Subdivision, for a distance of 48.43 feet to an Iron Pin Monument found at the Southeast Corner of said Proposed Subdivision; thence north $00^{\circ}-50'-05''$ west along the East Line of said Proposed Subdivision for a distance of 209.39 feet to an Iron Pin Monument found at the Southeast Corner of the Rainbow Subdivision as shown on a Plat recorded in Plat Book "BB" on Page 292 in the Office of the Champaign County Recorder of Deeds; thence north $00^{\circ}-41'-31''$ west along the East Line of said Rainbow Subdivision for a distance of 224.39 feet to an Iron Pin Monument found at the Northeast Corner of said Rainbow Subdivision, said Iron Pin Monument also being on the South Line of a 4.81 acre tract identified as Parcel No. 91-21-15-326-008 by the Champaign County Supervisor of Assessments; thence south $76^{\circ}-38'-58''$ east along the South Line of said Tract, for a distance of 100.81 feet to an Iron Pin Monument set; thence north $89^{\circ}-34'-15''$ east along the South Line of said Tract, for a distance of 200.00 feet to an Iron Pin Monument found at the Southeast Corner of said Tract, said Iron Pin Monument also being on the East Line of said Southwest Quarter of Section 15; thence south $00^{\circ}-44'-40''$ east along said East Line of the Southwest Quarter, for a distance of 2093.11 feet back to the Point of Beginning.

Exhibit "A" : Weller Annexation Tracts

of annexation agreement
amendment



Savannah Green Development
1784-A-01 Amendment to an
Annexation Agreement

Exhibit "B"
1992 Previously Approved Annexation Agreement

ANNEXATION AGREEMENT

(Community Homes, Inc., Scott Weller Development, Scott Weller and Catherine Weller)

THIS AGREEMENT, made and entered into this 4th day of May, 1992, by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and Community Homes, Inc.; Scott Weller Development; Scott E. Weller; and Scott E. Weller and Catherine Weller, (hereinafter referred to collectively as the "Owner").

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 (Chapter 24, Illinois Revised Statutes, 1990); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities held a proper public hearing on the annexation agreement on April 20, 1992; and

WHEREAS, Scott Weller Development is the owner of record of certain real estate having tax parcel numbers and the legal description which is set forth below:

A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Outlot B of Country Squire Estates 5th Subdivision, a subdivision in the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

P.I.N 30-21-15-305-020 (hereinafter referred to as Tract I)

WHEREAS, Mr. Scott E. Weller is the owner of record of certain real estate having tax parcel numbers and the legal description which is set forth below:

A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, as shown on a Plat of Survey prepared by John Delbert Goodell, IRLS #1462, and filed in Book 1585 at Page 885 in the Office of the Recorder, Champaign County, Illinois, comprised of three contiguous parcels described particularly as follows:

- Parcel #1:** Outlot A of the Fifth Plat of Country Squires as recorded in the office of the Recorder of Champaign County, Illinois, in book G at page 75, and
- Parcel #2:** All of that part of the East thirty feet of the Northwest Quarter of the Southwest Quarter of said Section 15, lying north of the north line extended eastward of Rainbow View Drive except the north 360 feet thereof, and except Outlot A of the Fifth Plat of Country Squires, and
- Parcel #3:** Beginning on the West line of the Northeast Quarter of the Southwest Quarter of said Section 15 south $0^{\circ} 43' 10''$ east distant 384.54 feet from the Northwest Quarter of said Quarter, Quarter Section; thence north $89^{\circ} 10' 19''$ east 95.91 feet to a steel rod marker; thence southerly around a curve concave to the west with radius of 232.37 feet, and chord bearing of south $8^{\circ} 58' 43''$ east a distance of 66.99 feet to a steel rod marker; thence south $0^{\circ} 43' 0''$ west 150.46 feet to a steel rod marker; thence south $89^{\circ} 16' 50''$ west 105.50 feet to a point both on the west line of said Quarter, Quarter Section and on the north line extended eastward of Rainbow View Drive; thence north $0^{\circ} 43' 10''$ west 216.35 feet to the point of beginning.

The above described tract containing 0.6851 acre, more or less, situated in Champaign County, Illinois.
P.I.N. 30-21-15-326-005 (hereinafter referred to as Tract II)

WHEREAS, Mr. Scott E. Weller is the owner of record of certain real estate having the tax parcel numbers and the legal descriptions for which are set forth below.

A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 15; thence, $S0^{\circ}-43'-10''E$, along the West line of the East Half of said Southwest Quarter, 384.50 feet, to the Point of Beginning; thence $N89^{\circ}-10'-19''E$, along the centerline of an easement as shown on a plat prepared by Charles S. Danner, IRLS #1470, and filed in Book Y at Page 14 in the Office of the Recorder, Champaign County, Illinois, 265.00 feet; thence $S85^{\circ}-03'-13''E$, along said easement centerline, 298.17 feet; thence, $S75^{\circ}-23'-56''E$,

along said easement centerline, 300.70 feet; thence, S76°-17'-14"E, along said easement centerline, 278.81 feet; thence N89°-10'-19"E, along said easement centerline, 200.00 feet, to the East line of the Southwest Quarter of said Section 15; thence, S0°-43'-46"E, along said East line, 551.61 feet; thence, S89°-10'-19"W, along a line parallel with the above described easement centerline, 270.38 feet; thence, N76°-17'-14"W, 353.46 feet; thence, N75°-23'-56"W, 258.39 feet; thence, N85°-03'-13"W, 223.76 feet; thence S89°-10'-19"W, 237.23 feet, to the West line of the East Half of the Southwest Quarter of said Section 15; thence, N0°-43'-10"W, along said West line, 551.61 feet, to the Point of Beginning.

Except the following described parcels:

A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, as shown on a Plat of Survey prepared by John Dalbert Goodell, IRLS #1462, and filed in Book 1585 at Page 885 in the Office of the Recorder, Champaign County, Illinois, comprised of three contiguous parcels described particularly as follows:

- Parcel #1: Outlot A of the Fifth Plat of Country Squires as recorded in the office of the Recorder of Champaign County, Illinois, in book G at page 75, and
- Parcel #2: All of that part of the East thirty feet of the Northwest Quarter of the Southwest Quarter of said Section 15, lying north of the north line extended eastward of Rainbow View Drive except the north 360 feet thereof, and except Outlot A of the Fifth Plat of Country Squires, and
- Parcel #3: Beginning on the West line of the Northeast Quarter of the Southwest Quarter of said Section 15 south 0° 43' 10" east distant 384.54 feet from the Northwest Quarter of said Quarter, Quarter Section; thence north 89° 10' 19" east 95.91 feet to a steel rod marker; thence southerly around a curve concave to the west with radius of 232.37 feet, and chord bearing of south 8° 58' 43" east a distance of 66.99 feet to a steel rod marker; thence south 0° 43' 10" west 150.46 feet to a steel rod marker; thence south 89° 16' 50" west 105.50 feet to a point both on the west line of said Quarter, Quarter Section and on the north line extended eastward of Rainbow View Drive;

thence north $0^{\circ} 43' 10''$ west 216.35 feet to the point of beginning.

Containing 16.3213 acres, more or less, situated in Champaign County, Illinois. Part of P.I.N. 30-21-15-376-004 (hereinafter referred to as Tract III).

And: A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 15; thence, $S0^{\circ}-43'-10''E$, along the West line of said Northeast Quarter, 936.11 feet, to the Point of Beginning; thence, $N89^{\circ}-10'-19''E$, 237.23 feet; thence, $S85^{\circ}-03'-13''E$, 223.76 feet; thence, $S75^{\circ}-23'-56''E$, 258.39 feet; thence, $S76^{\circ}-17'-14''E$, 278.81 feet; thence, $N89^{\circ}-10'-19''E$, 270.38 feet, to the East line of the Southwest Quarter of said Section 15; thence, $S0^{\circ}-43'-46''E$, along said East line, 1541.81 feet, to the Southeast corner of the Southwest Quarter of said Section 15; thence, $S89^{\circ}-08'-31''W$, along the South line of said Southwest Quarter, 1322.11 feet, to the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence $N0^{\circ}-43'-10''W$, along the West line of the East Half of said Southwest Quarter, 1722.51 feet, to the Point of Beginning, containing 49.7019 acres, more or less, situated in Champaign County, Illinois.

Part of P.I.N. 30-21-15-376-004 (hereinafter referred to as Tract IV)

WHEREAS, Community Homes, Inc., is the owner of record of certain real estate having tax parcel numbers and the legal descriptions for which are set forth below:

A part of the West Half of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

All of the West Half of said Southwest Quarter lying South of the South line of Country Squire Estates 7th Plat, and North of the North line of Lincolnwood Subdivision Second Section, situated in Champaign County, Illinois.

Part of P.I.N. 30-21-15-356-001 (hereinafter referred to as Tract V)

And: A part of the West half of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

Lot 137, to 150 inclusively, Lot 152, Lot 154, Lots 189 to 201 inclusively, of Lincolnwood Subdivision Second Section, Champaign County, Illinois.

P.I.N. 30-21-15-351-001, 30-21-15-351-003, 30-21-15-351-004, 30-21-15-351-005, 30-21-15-351-006, 30-21-15-351-007, 30-21-15-351-008, 30-21-15-351-009, 30-21-15-351-010, 30-21-15-351-011, 30-21-15-351-012, 30-21-15-351-013, 30-21-15-351-015, 30-21-15-352-001, 30-21-15-352-004, 30-21-15-352-005, 30-21-15-352-006, 30-21-15-352-007, 30-21-15-352-008, 30-21-15-352-009, 30-21-15-352-010, 30-21-15-352-011, 30-21-15-352-12, 30-21-15-352-13, 30-21-15-352-14, 30-21-15-352-15, 30-21-15-352-028, (hereafter referred to as **Tract VI**).

WHEREAS, Mr. Scott E. Weller and Mrs. Catherine Weller are the owners of record of certain real estate having a tax parcel number and the legal descriptions for which are set forth below.

A part of the Southeast Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

All of the following described tract except the North 90 feet of even width thereof:

Beginning on the East line of the Southeast Quarter of said Section 16 at a point 19.04 feet Northerly of the Southeast corner of said section; thence North $89^{\circ}-57'-55''$ West 120.00 feet to the Southeast corner of Lot 8 of Weller's Lincolnwood-Third Section as recorded in the Office of the Recorder of Champaign County in Plat Book Y at page 147; thence North $0^{\circ}-02'-05''$ East, the meridian being the same as used for said subdivision, 180.00 feet along the boundary of said subdivision; thence North $89^{\circ}-57'-55''$ West 9.14 feet to the Southeast corner of Lot 7 of said subdivision; thence North $0^{\circ}-02'-05''$ East 300.67 feet to a platted bend point; thence North $6^{\circ}-23'-53''$ West 34.35 feet to the Southeast corner of Lot 2 of said subdivision; thence North $13^{\circ}-51'-30''$ East 42.04 feet to the Southwest corner of Lot 1 of said subdivision; thence South $89^{\circ}-35'-11''$ East along the South line of said Lot 1 and the Eastward extension of said lot line 126.61 feet to the East line of the Southeast Quarter of said Section 16; thence South $0^{\circ}-25'-51''$ West 554.8 feet to the Point of Beginning, containing 1.3568 acres, more or less, all situated in the County of Champaign, State of Illinois.

Part of P.I.N. 30-21-16-480-015 (hereinafter referred to as **Tract VII**)

And: The North 90 feet of even width of the tract of ground consisting of 1.632 acres in the Southeast Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, the boundary of which is described as follows:

Beginning on the East line of the Southeast Quarter of said Section 16 at a point 19.04 feet Northerly of the Southeast corner of said section; thence North $89^{\circ}-57'-55''$ West 120.00 feet to the Southeast corner of Lot 8 of Weller's Lincolnwood-Third Section as recorded in the office of the Recorder of Champaign County in Plat Book Y at page 147; thence North $0^{\circ}-02'-05''$ East, the meridian being the same as used for said subdivision, 180.00 feet along the boundary of said subdivision; thence North $89^{\circ}-57'-55''$ West 9.14 feet to the Southeast corner of Lot 7 of said subdivision; thence North $0^{\circ}-02'-05''$ East 300.67 feet to a platted bend point; thence North $6^{\circ}-23'-53''$ West 34.35 feet to the Southeast corner of Lot 2 of said subdivision; thence North $13^{\circ}-51'-30''$ East 42.04 feet to the Southwest corner of Lot 1 of said subdivision; thence South $89^{\circ}-35'-11''$ East along the South line of said Lot 1 and the Eastward extension of said lot line 126.61 feet to the East line of the Southeast Quarter of said Section 16; thence South $0^{\circ}-25'-51''$ West 554.8 feet to the point of beginning, containing 0.2742 acre, more or less, situated in Champaign County, Illinois. Part of P.I.N. 30-21-16-480-015 (hereinafter referred to as Tract VIII)

WHEREAS, Community Homes, Inc., is the owner of record of certain real estate having tax parcel numbers and the legal descriptions for which are set forth below:

A part of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Southeast corner of the West Half of said Southwest Quarter; thence, $N0^{\circ}-43'-10''W$, along the East line of said West Half, 19.04 feet, to an old fence line as described in a document filed in Book 768 at Page 371 in the Office of the Recorder, Champaign County, Illinois, said point also being the Point of Beginning; thence, $N89^{\circ}-37'-47''W$, along said fence line, 581.67 feet; thence, $N0^{\circ}-22'-13''E$, 215.00 feet; thence, $N39^{\circ}-39'-30''W$, 224.96 feet; thence, $N0^{\circ}-04'-19''E$, 175.00 feet, to the South line of Weller's Lincolnwood Second Section; thence, $S89^{\circ}-55'-41''E$, along said South line, 568.33 feet, to the Southeast corner of Lot 160 of Weller's Lincolnwood Second Section; thence $N0^{\circ}-28'-31''E$, along the East line of said Lot 160, 38.39 feet; thence, $S89^{\circ}-31'-29''E$, along the South line of Weller's Lincolnwood Second Section, 160.00 feet, to the Southeast corner of Weller's Lincolnwood Second Subdivision, said point also being on the East line of the West Half of the Southwest Quarter of said Section 15; thence, $S0^{\circ}-28'-57''E$, 603.07 feet to the Point of Beginning, containing 8.554 acres, more or less, all situated in Champaign County, Illinois. Part of P.I.N. 30-21-15-356-001 (hereinafter referred to as Tract IX)

And: A part of the Southwest Quarter of Section 15, Township 19 North Tract X, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of said Section 15; thence, $N0^{\circ}-24'-51"E$, along the West line of said Southwest Quarter, 19.04 feet, to an old fence line, as described in a document filed in Book 768 at Page 371 in the Office of the Recorder, Champaign County, Illinois, said point being the Point of Beginning; thence, continuing $N0^{\circ}-24'-51"E$, along said West line, 559.15 feet, to the South line of Weller's Lincolnwood Second Section, extended; thence, $S89^{\circ}-55'-41"E$, along said South line, 594.98 feet; thence, $S0^{\circ}-04'-19"W$, 175.00 feet; thence, $S39^{\circ}-39'-30"E$, 224.96 feet; thence, $S0^{\circ}-22'-13"W$, 215.00 feet, to an old fence line, as described in a document filed in Book 768 at Page 371 in the Office of the Recorder, Champaign County, Illinois; thence, $N89^{\circ}-37'-47"W$, along said fence line, 741.00 feet, to the Point of Beginning, containing 8.6711 acres, more or less, all situated in the County of Champaign, State of Illinois. Part of P.I.N. 30-21-15-356-001 (hereinafter referred to as Tract X)

WHEREAS, the map attached and labeled Exhibit A, is a true and accurate representation of said Tracts to be annexed to the City of Urbana; and

WHEREAS, said Owner, in order to best utilize his property, finds it desirous to annex said Tracts to the City of Urbana, pursuant to, and as provided for in this agreement; and

WHEREAS, Tract I is zoned R-2 Single Family Residence in Champaign County; Tract II is zoned R-4 Multiple Family Residence in Champaign County; Tract III is zoned a combination of R-2 Single Family Residence and R-4 Multiple Family Residence in Champaign County; Tract IV is zoned R-2 Single Family Residence in Champaign County; Tract V is zoned R-2 Single Family Residence in Champaign County; Tract VI is zoned of R-2 Single Family Residence in Champaign County; Tract VII is zoned R-3 Two Family Residence in Champaign County; and Tract VIII is zoned R-3 Two Family Residence in Champaign County; Tract IX is zoned R-2 Single Family Residence in Champaign County; and Tract X is zoned R-2 Single Family Residence in Champaign County; and pursuant to Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances entitled "Zoning" (hereinafter referred to as the "Urbana Zoning Ordinance") said Tract I would automatically be zoned R-2 Single Family Residential in the City of Urbana upon annexation; Tract II would automatically be zoned R-4 Medium Density Multiple Family Residential in the City of Urbana upon annexation; Tract III would automatically be zoned R-2 Single Family Residential and R-4 Medium Density Multiple Family Residential in the City of Urbana upon annexation; Tract IV would automatically be zoned R-2 Single Family Residential in the City of Urbana upon annexation; Tract V would

automatically be zoned of R-2 Single Family Residential in the City of Urbana upon annexation; Tract VI would automatically be zoned R-2 Single Family Residential in the City of Urbana upon annexation; Tract VII would automatically be zoned R-3 Single/Two Family Residential in the City of Urbana upon annexation; Tract VIII would automatically be zoned R-3 Single/Two Family Residential in the City of Urbana upon annexation; Tract IX would automatically be zoned R-2 Single Family Residential in the City of Urbana upon annexation; and Tract X would automatically be zoned R-2 Single Family Residential in the City off Urbana upon annexation; and

WHEREAS, the Corporate Authorities find annexing all of Tract III as R-4 Medium Density Multiple Family Residential; and the remaining said Tracts pursuant to Article IV, Section IV-5 of the Urbana Zoning Ordinance as described above reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended; 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 all aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth.

NOW, HEREOF, 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

Section 1. The Owner agrees to file a proper annexation petition for all of said Tracts within thirty (30) days of the Corporate Authorities approval of this Agreement.

Section 2. The Owner acknowledges that upon annexation, Tract I shall be automatically converted from County R-2 Single Family Residential to City R-2 Single Family Residential zoning classification; Tract II shall be automatically converted from County R-4 Multiple Family Residential to City R-4 Medium Density Multiple Family Residential zoning classification; Tract III shall be converted from a combination of County R-2 Single Family Residence and R-4 Multiple Family Residence to City R-4 Medium Density Multiple Family Residential zoning classification; and Tract IV shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract V shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract VI shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract VII shall be

automatically converted from County R-3 Single/Two Family Residence to City R-3 Single/Two Family Residential; Tract VII shall be automatically converted from County R-3 Two Family Residence to City R-3 Single/Two Family Residential zoning classification; Tract IX shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract X shall be automatically converted from R-2 Single Family Residence to City R-2 Single Family Residential zoning classification.

Section 3. The Owner agrees to cause said / to be subdivided and platted in accordance with Chapter 21 of the Urbana City Code of Ordinances, as it may be amended except that the City of Urbana will cause and pay for the platting of Tracts V, VII, VIII, IX, and X in order to facilitate the dedication or sale of Tracts VII, IX and X to the City of Urbana as agreed to herein. The Owner agrees to cooperate in the platting of said Tracts.

Section 4. The Owner agrees not to request a zoning use permit from Champaign County for development on all of said Tracts. All building construction and development shall take place only after annexation and subject to the City of Urbana's codes and ordinances or as otherwise specified herein.

Section 5. The Owner agrees to donate Tracts VII and X to the City of Urbana. The closing for donation of said Tract will take place within thirty (30) days of the date of the recording of a final plat for said Tract with the Champaign County Recorder.

Section 6. The Owner agrees to sell Tract I X to the Corporate Authorities for a sum of \$25,000 (twenty-five thousand dollars).

Section 7. The Owner agrees to enter into a Real Estate Option Contract with the City of Urbana, attached hereto, as Exhibit B, granting said City the option to purchase Tracts III, IV and V at \$2,500.00 (two thousand five hundred dollars) per acre.

Section 8. The Owner agrees to donate forty feet of the west side of Tract V for public right-of-way along Kinch Street.

ARTICLE II. Representations and Obligations of Corporate Authorities.

Section 1. The Corporate Authorities agree to expeditiously annex said Tracts when properly and effectively requested to do so by submission of a legally sufficient petition by Owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tracts to the City.

Section 2. The Corporate Authorities agree that upon annexation, Tract I shall be automatically converted from County R-

2 Single Family Residential to City R-2 Single Family Residential zoning classification; Tract II shall be automatically converted from County R-4 Multiple Family Residential to City R-4 Medium Density Multiple Family Residential zoning classification; Tract III shall be converted from a combination of County R-2 Single Family Residence and R-4 Multiple Family Residence to City R-4 Medium Density Multiple Family Residential zoning classification; Tract IV shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract V shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract VI shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract VII shall be automatically converted from County R-3 Two Family Residence to City R-3 Single/Two Family Residential; Tract VIII shall be automatically converted from County R-3 Two Family Residence to City R-3 Single/Two Family Residential zoning classification; Tract IX shall be automatically converted from County R-2 Single Family Residence to City R-2 Single Family Residential zoning classification; Tract X shall be automatically converted from R-2 Single Family Residence to City R-2 Single Family Residential zoning classification.

Section 3. The Corporate Authorities agree to expeditiously approve final plats of said Tracts which the Owner submits and provided said plats are in substantial conformance with Chapter 21 of the Urbana Code of Ordinances entitled "Land Development Code."

Section 4. The Corporate Authorities agree to enter into an option agreement (attached as Exhibit B) to purchase Tracts III, IV, and V for an amount of \$2,500.00 (two thousand five hundred dollars) per acre.

Section 5. The Corporate Authorities agree to accept the donation of Tracts VII and X. The closing for donation of said Tracts will take place within thirty (30) days of the date of the recording of a final plat for said Tracts with the Champaign County Recorder.

Section 6. The Corporate Authorities agree to purchase Tract IX for the amount of \$25,000.00 (twenty-five thousand dollars).

Section 7. The Corporate Authorities agree to pay for and cause the platting of Tracts V, VII, VIII, IX and X in order to facilitate the donation and sale of properties as described herein.

Section 8. Upon annexation of said Tracts, the City shall make annual payments to the Owner in the amount of one thousand one hundred twenty-one dollars (\$1,121.00) for a period of twenty (20) years from the date of annexation. The annual reimbursement amount shall be paid to the Owner on or before October 1 of each

respective year the real estate tax is paid in full. The annual reimbursement amount reflects the estimated increase in real estate taxes for Tracts III, IV, V, and VI as a result of annexation and is based on the assessed value and tax rates in existence at the time this agreement is executed by the Owner. It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

- a. Annexation of said Tracts 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 Tracts 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.

Section 9. The Corporate Authorities agree that no special assessment will be levied against the Owner for future improvements to Smith Lane or Kinch Drive except that if Owner subdivides said properties, Owner will be fully responsible for improvements as required in Chapter 21 of the Urbana Code of Ordinances unless specifically waived or deferred by the Urbana City Council.

Section 10. The Corporate Authorities agree to maintain drainage channels on Tracts IX and X and to construct improvements the Corporate Authorities deem necessary in order to resolve existing drainage problems in the vicinity. The Corporate Authorities further agree that the Owner will not be assessed or otherwise charged by the Corporate Authorities for said improvements.

Section 11. The Corporate Authorities Agree to clear debris from the drainage way located at Geenbridge Drive and Tract V and to continue to maintain this drainage way on a complaint-received basis.

ARTICLE III. General Provisions

Section 1. 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 date hereof, as provided by the Illinois Revised Statutes, and to the extent permitted thereby, it is agreed that, in the event the annexation of said 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 should not be included in calculating said twenty-year (20-year) term.

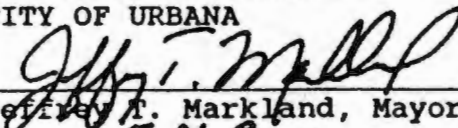
Section 2. The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies 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 Tracts.

Section 3. 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 4. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the office of the Champaign County Recorder.

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 first written above.

CORPORATE AUTHORITIES
CITY OF URBANA




Jeffrey T. Markland, Mayor

5-21-92

Date

ATTEST:



CITY CLERK

OWNER:

COMMUNITY HOMES, INC.

By: _____

Its: _____

Date

Scott E. Weller

Date

Catherine J. Weller
Catherine Weller

Date

SCOTT WELLER DEVELOPMENT

By: _____

Its: _____

Date: _____

ATTEST:

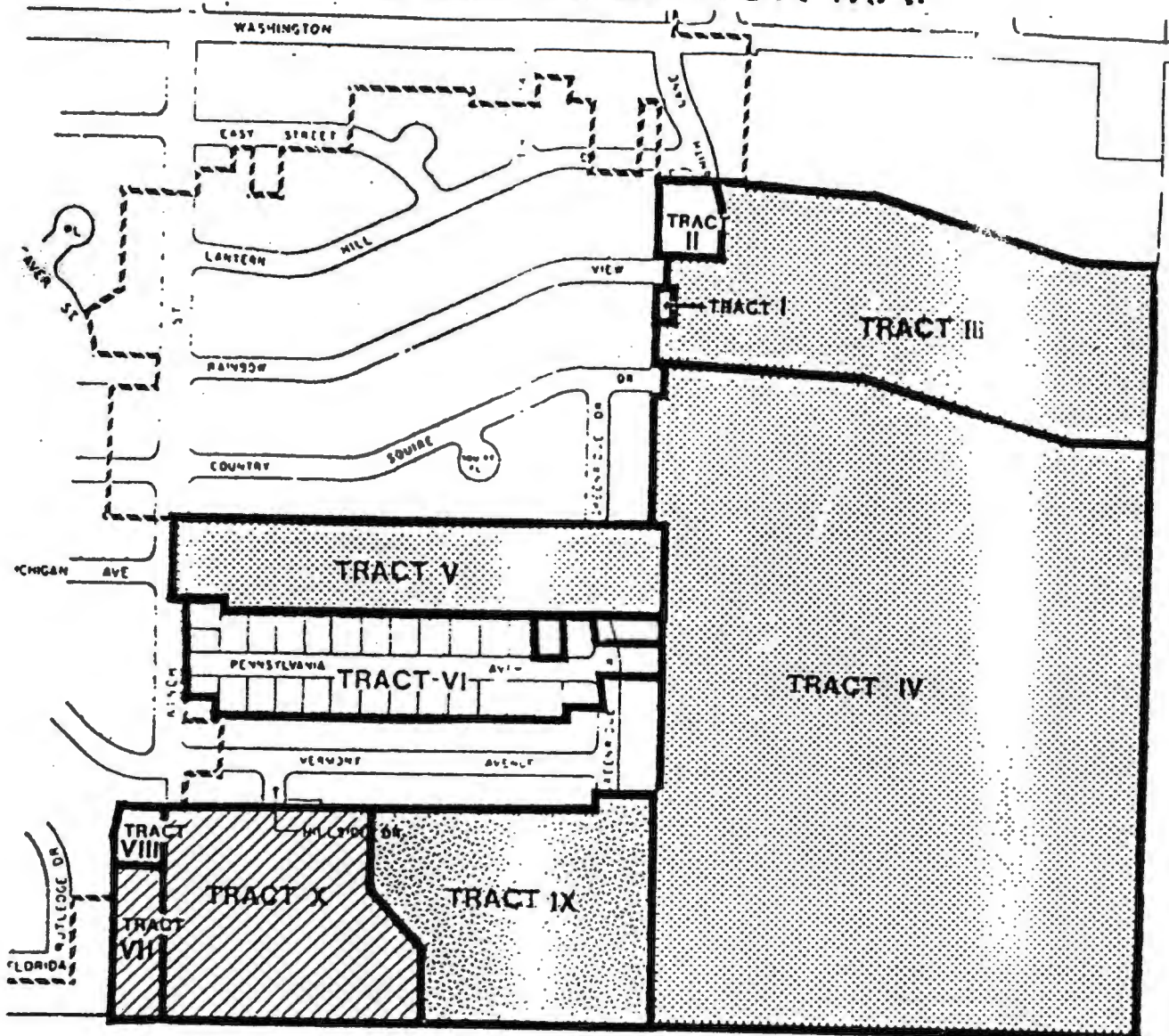
Ruth E. Shull
Notary Public






c:\wp50docs\planning\april\weller.anx

Champaign National Bank, as Trustee under Trust No. 030761011, ratified and joined this annexation agreement as authorized by Ordinance No. 9293-31, An Ordinance Approving Certain Amendments To The "Weller" Annexation Agreement adopted by the City Council on October 5, 1992

GENERAL LOCATION MAP



LEGEND:

-  Property Subject to Option
-  Property to be Donated to the City
-  Property to be Sold to the City

————— TRACT BOUNDARY

- - - - - CORPORATE LIMITS

**CITY OF URBANA
COMMUNITY DEVELOPMENT SERVICES
Planning Division**

Title: Weller Annexation Agreement
Exhibit A

Plan case no.:

Date:



Exhibit B

REAL ESTATE OPTION AND CONTRACT

This Real Estate Option and Contract (the "Contract") is made as of the date of the last to execute of the parties hereto (the "Effective Date") by and between the City of Urbana, Champaign County, Illinois (the "Optionee/Purchaser") and the undersigned party executing this Contract as the Optionor/Seller (the "Optionor/Seller").

WITNESSETH

WHEREAS, Optionor/Seller is the owner of certain real estate as later more specifically described in this Contract; and

WHEREAS, the Optionee/Purchaser desires to obtain an option to purchase said real estate on such terms and conditions as are provided for herein; and

WHEREAS, the Optionor/Seller and Optionee/Purchaser propose to enter into an annexation agreement of which this Contract is made a part thereof and referenced as Exhibit B of said annexation agreement.

NOW, THEREFORE, in consideration of the representations, promises, covenants, agreements and undertakings set forth in this Contract, the Optionor/Seller and the Optionee/Purchaser hereby agree as follows:

Section 1. Grant of Option. Optionor/Seller, in consideration of Ten Dollars (\$10.00) paid by Optionee/Purchaser to Optionor/Seller (the "Option Fee"), receipt of which is acknowledged by Optionor/Seller, grants to Optionee/Purchaser the exclusive right and option to purchase, on the following terms and conditions (the "Option"), the real estate or portions thereof, together with all improvements and appurtenances, situated in the City of Urbana, Champaign County, Illinois, the legal description of which is described as Tracts III, IV, and V in the attached annexation agreement of which this Contract is made a part thereof and referenced as Exhibit B (the "Real Estate").

Section 2. Option Periods. The term of this Option shall be for a period of 120 days, commencing as of the Effective Date and continuing until 12:00 o'clock p.m. on such date occurring 120 days from and after such Effective Date. Optionee/Purchaser shall have the right to extend the term of this Option for an additional period of 120 days, commencing on such date occurring 120 days from and after such Effective Date, and continuing to 12:00 o'clock p.m. on such date occurring 240 days from and after such Effective Date, provided that prior to expiration of the initial Option period, Optionee/Purchaser provides a written request therefor to Optionor/Seller accompanied by payment of an additional sum of Ten Dollars (\$10.00) (the "Additional Option Fee") as consideration for such extension.

Section 3. Purchase Price. Except as otherwise provided in Section 4 hereof, Optionee/Purchaser agrees to pay to Optionor/Seller the total sum of Two Thousand Five Hundred Dollars (\$2,500.00) per acre for the Real Estate, which amount, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Optionor/Seller at closing if Optionee/Purchaser elects to exercise this Option. Any Option Fee or

Additional Option Fee paid by the Optionee/Purchaser to the Optionor/Seller as herein provided shall apply to the payment of the purchase price in the event Optionee/Purchaser exercises the Option in accordance with and pursuant to this Contract.

Section 4. Bona Fide Offer by Third Party. In the event that Optionor/Seller receives from some third party a bona fide offer for the purchase of the Real Estate or any material part thereof, the rights of the Optionee/Purchaser under this Contract shall become a right of first refusal to purchase the Real Estate (the "Right of First Refusal"), and the Optionor/Seller agrees to disclose and to provide notice of the terms of such offer to the Optionee/Purchaser, in writing, within ten (10) calendar days following receipt of such offer. The Optionee/Purchaser shall have thirty (30) calendar days after receiving notice of the terms of such offer within which to elect to purchase the entire Real Estate or the same material part thereof on terms identical to those offered by the third party. If the Optionee/Purchaser elects to purchase, such election shall be made by written notice to the Optionor/Seller. Within thirty (30) calendar days thereafter, the parties shall enter into a formal contract of sale containing such provisions normally used in such contracts in Champaign County, Illinois, and expressly including all terms of the original bona fide offer made to the Optionor/Seller, except as the parties hereto may mutually agree. If the Optionee/Purchaser does not provide notice to the Optionor/Seller in accordance with the procedure as herein described it is expressly understood and acknowledged that the Optionee/Purchaser waives the Right of First Refusal to purchase the entire Real Estate or the same material part thereof on terms identical to those offered by the third party.

Section 5. Special Covenants.

(a) During any Option periods, as described in Section 2 hereof, the Optionor/Seller shall not permit or allow or create any leases, liens, mortgages, clouds on title or other encumbrances, other than those existing as of the Effective Date, or as the Optionee/Purchaser shall in writing consent to, to affect or exist with respect to the Real Estate. The Optionor/Seller hereby covenants that the persons or the entities executing this Contract as the Optionor/Seller are the owners of record of the Real Estate, and that there are no other such record owners than those executing this Contract.

(b) Optionor/Seller expressly warrants that Optionor/Seller has received no notice from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Real Estate. Optionor/Seller further warrants that no contracts for the furnishing of any labor or material to the Real Estate or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Real Estate or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are no, and will not at the time of the closing be, any unrecorded leases or contracts relating to the Real Estate, except as heretofore disclosed to Optionee/Purchaser.

Section 6. Quality of Title. Optionor/Seller acknowledges that as of the Effective Date, the Optionee/Purchaser is not aware of the nature of any encumbrances on the Optionor/Seller's title to the Real Estate. Therefore, if within thirty (30) days of the Effective Date, the

Optionee/Purchaser finds any encumbrance on such title that would foreclose the use of the Real Estate by Optionee/Purchaser for its intended purpose, which the Optionor/Seller, upon notice thereof by the Optionee/Purchaser, is unable to remove or cure within a reasonable time, then the Optionee/Purchaser shall not be obligated to pay any Option Fee, and any Option Fee paid shall be reimbursed. Within a period of not greater than seven (7) days from and after the Effective Date, Optionor/Seller shall provide title opinions, title insurance policies and commitments, and the like, or copies thereof, available to Optionor/Seller in connection with evaluating title to the Real Estate. The Optionor/Seller shall provide the Optionee/Purchaser with a written narrative of any oral leases affecting the Real Estate.

Section 7. Evidence of Title. In the event that Optionee/Purchaser elects to exercise this Option (or this Right of First Refusal, as the case may be), Optionor/Seller shall, within a reasonable time, deliver to Optionee/Purchaser, as evidence of Optionor/Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Real Estate is located, committing the company to issue a policy in the usual form insuring title to the Real Estate in Optionee/Purchaser's name for the amount of the purchase price.

Optionor/Seller shall be responsible for payment of the owner's premium and Optionor/Seller's search charges. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Real Estate and which do not restrict reasonable use of the Real Estate; existing mortgages to be paid by Optionor/Seller or assumed by Optionee/Purchaser at closing; and limitations and conditions imposed by the Illinois Condominium Property Act. If title evidence discloses exceptions other than those permitted, Optionee/Purchaser shall give written notice of such exceptions to Optionor/Seller within a reasonable time. Optionor/Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Optionor/Seller is unable to cure such exception, then Optionee/Purchaser shall have the option to terminate this Contract in which case Optionee/Purchaser shall be entitled to refund of any Option Fee or Additional Option Fee.

Section 8. Deed of Conveyance. Conveyance of the Real Estate by Optionor/Seller to Optionee/Purchaser, or its assigns, shall be by a recordable warranty deed which conveys the Real Estate in fee simple absolute, subject only to exceptions permitted herein.

Section 9. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be Optionor/Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the date of this Contract shall be Optionor/Seller's expense. All such taxes and special assessments shall constitute a credit to Optionee/Purchaser against the purchase price, and shall release Optionor/Seller from any further liability to Optionee/Purchaser in connection therewith.

Section 10. Exercise of Option and Closing. The Option herein provided to the Optionee/Purchaser shall be exercised and the closing of this transaction shall occur either by the fact of concluding the purchase and taking possession within any Option period or by notice in writing to the Optionor/Seller within any Option period and with the fact of concluding the purchase and taking possession within ninety (90) days of such notice, at the time and place in Champaign County designated by Optionee/Purchaser.

Section 11. Notices. Notice of a request to extend or an election to exercise this Option shall be made by Optionee/Purchaser addressed to Optionor/Seller as follows:

Mr. Scott Weller c/o Community Homes, Inc.
P.O. Box 535
Champaign, IL 61821

All notices to the Optionee/Purchaser shall be addressed as follows:

Urban City Clerk
City of Urbana
400 S. Vine Street
Urbana, Illinois 61801

All notices provided for herein shall be deemed to have been duly given, if and when deposited in the U.S. Mail, postage prepaid and addressed to the Optionor/Seller at the above listed address, or when delivered personally to such party.

Section 12. Failure to Exercise Option. If Optionee/Purchaser does not exercise this Option (or First Right of Refusal, as the case may be), in accordance with its terms and within any Option period (or as otherwise provided with respect to the Right of First Refusal), this Option (or the Right of First Refusal, as the case may be), and the rights of Optionee/Purchaser hereunder shall automatically and immediately terminate without notice; provided, however, that in the event that the purchase of the Real Estate by any third party under Section 4 of this Contract is not consummated as provided in the offer of such third party, this contract shall be and remain in full force and effect in accordance with its terms. In the event Optionee/Purchaser fails to exercise this Option (or the Right of First Refusal, as the case may be), Optionor/Seller shall retain any Option Fee and/or Additional Option Fee paid as consideration for this Option.

Section 13. Real Estate Fees or Commissions. No real estate fees or commissions shall be incurred by either party in connection with this Contract.

Section 14. Memorandum of Contract. The Optionee/Purchaser may and is hereby authorized to file in the appropriate county real estate records, either a copy of this Contract or an appropriate memorandum of the existence of this Contract, identifying the Real Estate, the Optionor/Seller, the Optionee/Purchaser and a brief summary of this Contract.

Section 15. Default and Enforcement. Default under this Contract shall mean failure to timely and fully perform with respect to any term or provision hereof. The Optionor/Seller and the Optionee/Purchaser shall

have all rights and remedies available to them in law and in equity. The Optionor/Seller shall be liable for any consequential damages with respect to any willful default to close on the Real Estate transaction as hereby contemplated. No failure by the Optionor/Seller or the Optionee/Purchaser to elect to declare a default hereunder shall be deemed a waiver of their respective rights to make such election, and a waiver in one case shall not be a waiver of another. Default by the Optionor/Seller or the Optionee/Purchaser shall entitle the non-defaulting party to claim as damages all reasonable costs, attorney's fees and expenses incurred in connection with enforcement of this Contract, whether by suit or otherwise.

Section 16. Agreements and Binding Effect. This Contract shall be binding upon the Optionor/Seller and the Optionee/Purchaser, and their respective successors and assigns, according to its tenor and import. When any term or provision of this Contract directs that any party hereto perform or undertake a particular action, such party hereby covenants and agrees to timely and fully perform. Time is of the essence of this Contract.

Section 17. Amendments. This Contract may be amended from time to time, but only in writing by the Optionor/Seller and the Optionee/Purchaser.

Section 18. Execution and Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the persons executing it as Optionor/Seller covenant that they are the record owners of the Real Estate, and all of the record owners thereof, and have full power and authority to so execute and deliver this Contract.

When executed by only the Optionee/Purchaser, this Contract shall constitute an offer which shall expire and any Option Fee shall be returned, unless this offer is accepted by Optionor/Seller by execution of this Contract on or before August 31, 1992, at 5:00 o'clock p.m.

This Contract is made as of the date of the last to execute of the parties hereto.

Optionor/Seller:

The City of Urbana, Champaign County, Illinois, as Optionee/Purchaser:

[Signature]

By: [Signature]
Jeffrey T. Markland, Mayor

Dated: 11-21-91

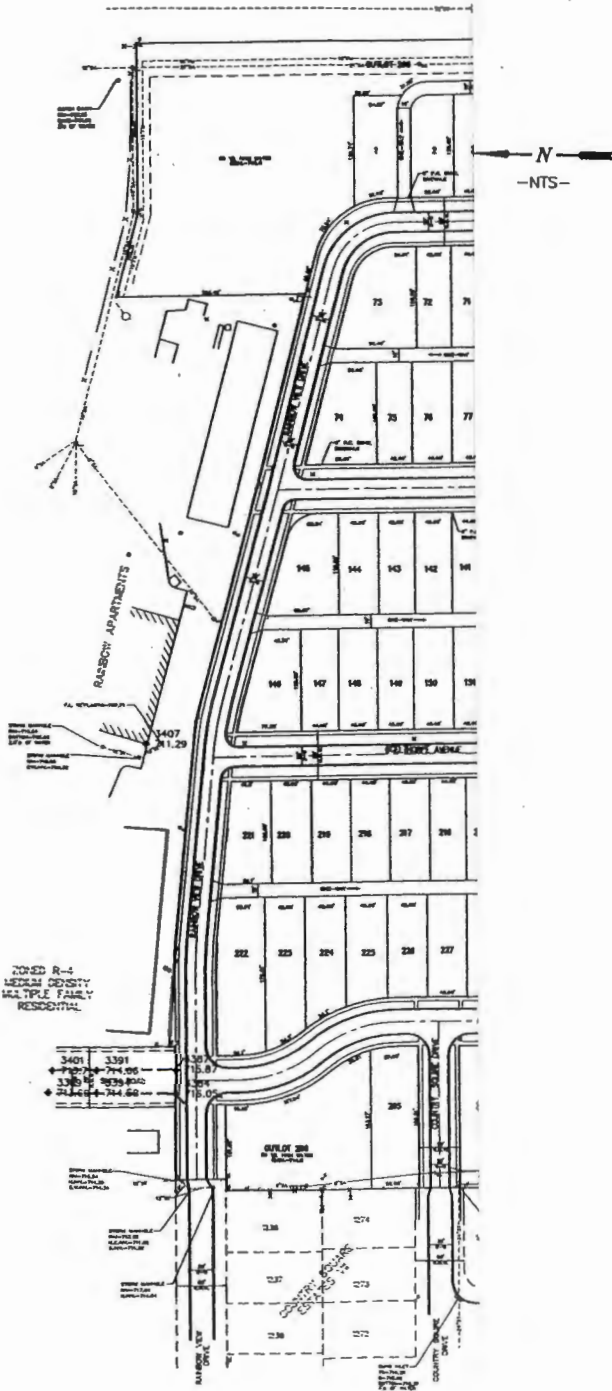
Dated: 5-21-92

Farnsworth
GROUP

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

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Bloomington, Illinois 61704
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AVANTI / BENCHMARK / DORGAN
FARNSWORTH & POLK / FARNSWORTH & WITTE
MASSMANN / NIES-AVANTI / WICHMAYER



SIGNATURE _____
EXPIRATION DATE _____

CONSULTANT: _____

PROJECT: _____

REVISION:
REVISED 7/9/01 EMR

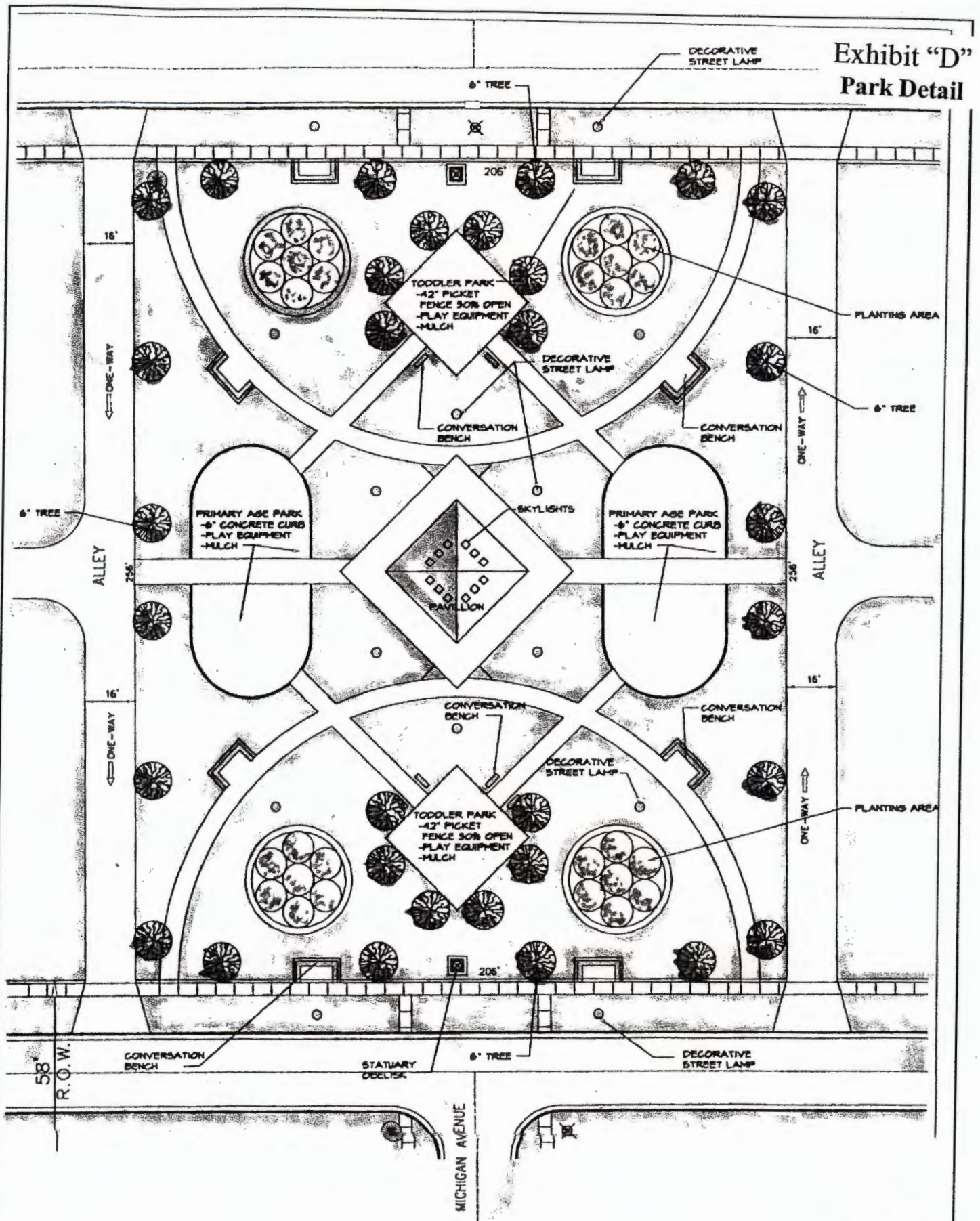
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DRAWN: RLW
APPROVED: DLA
BOOK NO: 2440
FILE NO: 24-6707

SHEET TITLE:
SAVANNAH GREEN
SUBDIVISION
URBANA, ILLINOIS
PRELIMINARY PLAT

SHEET NUMBER:
4 of 9

PROJECT NO: 101420

Exhibit "D" Park Detail



9

THE PARK



Exhibit "E"
Fence and Stone Column Detail

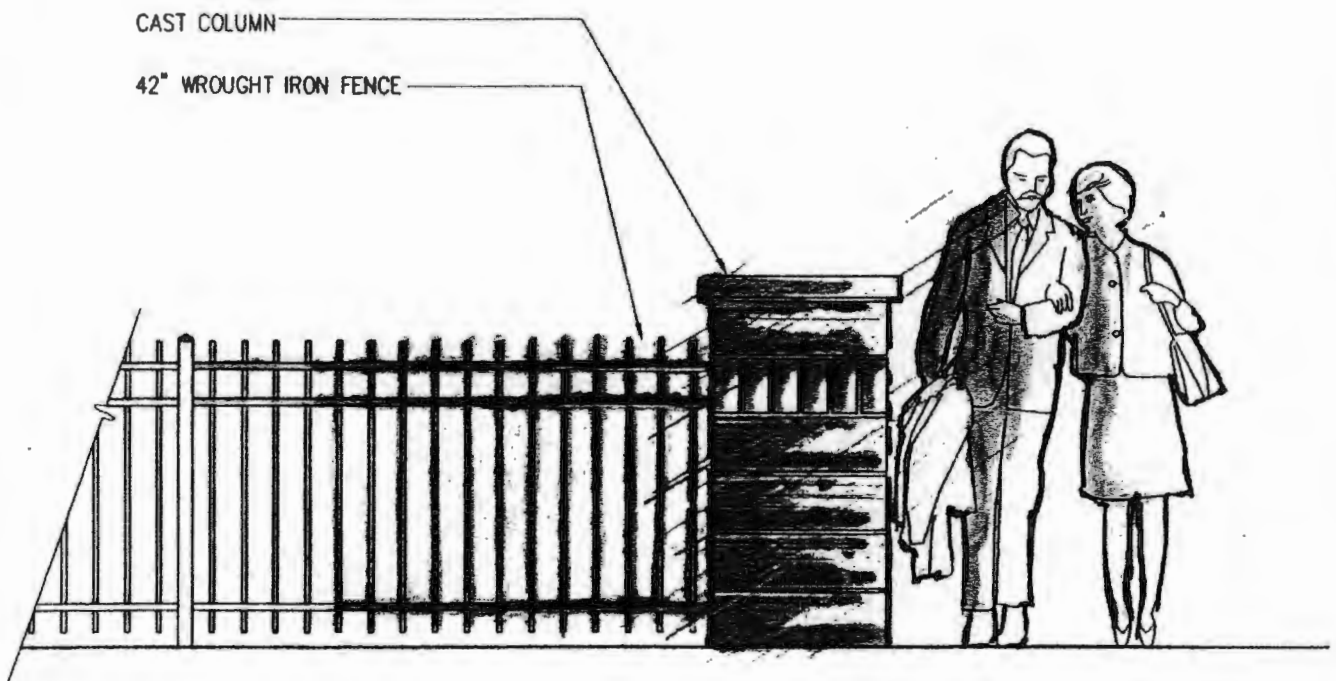
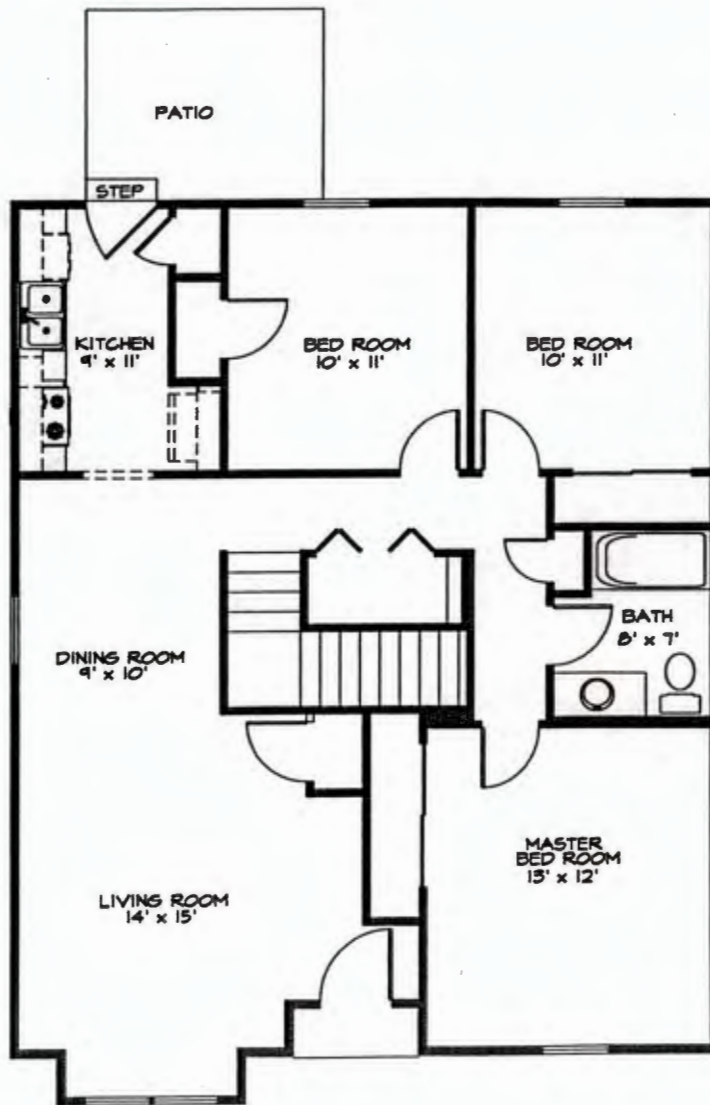
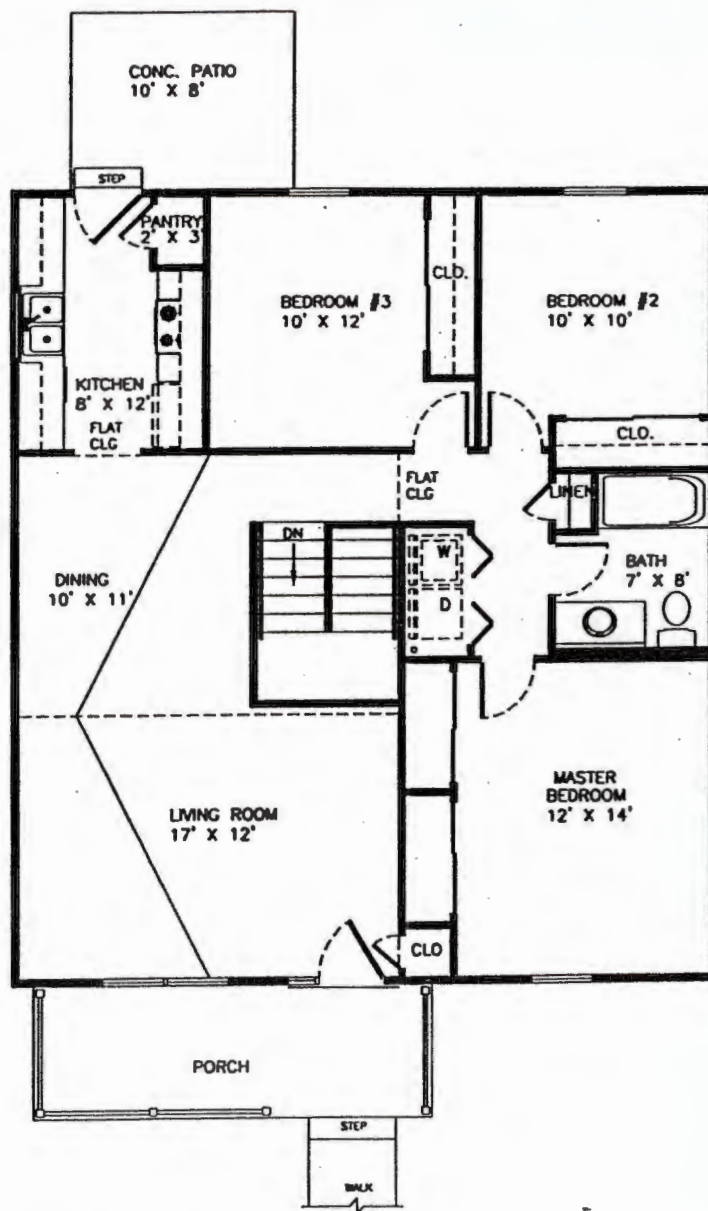
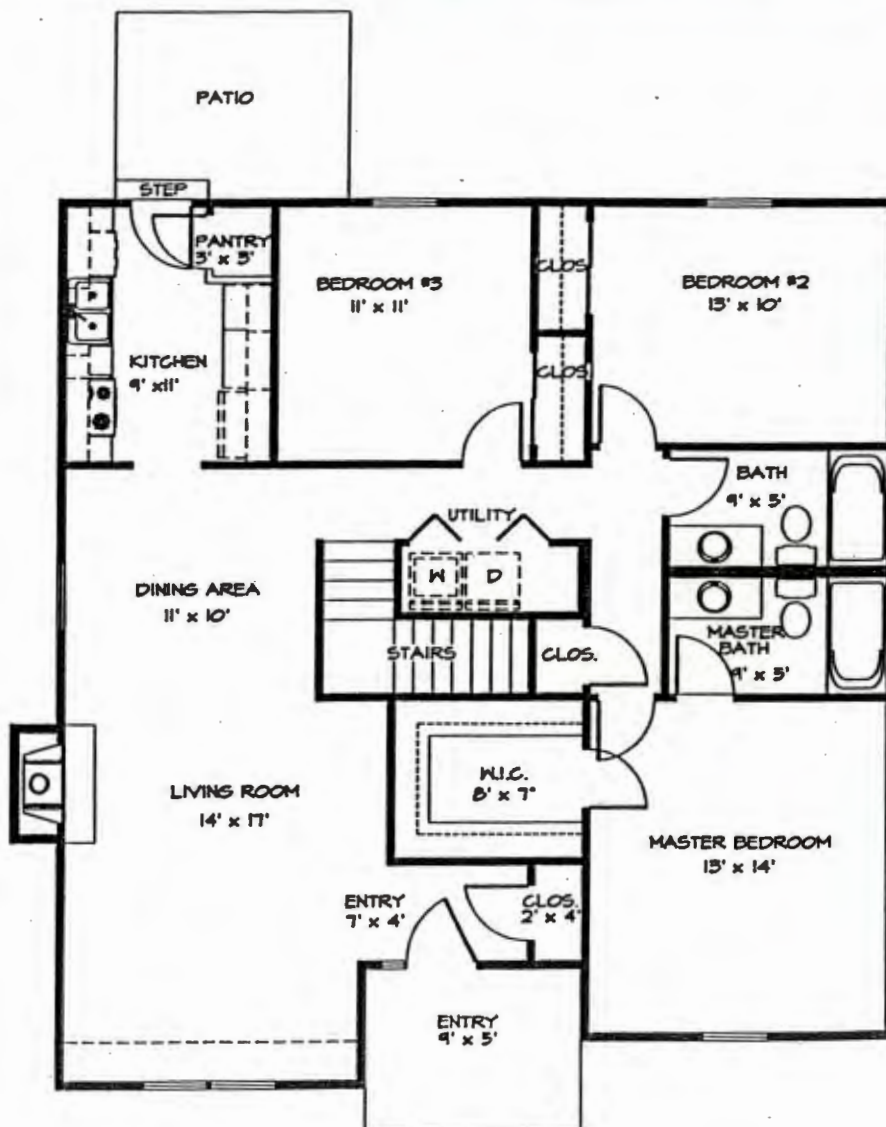


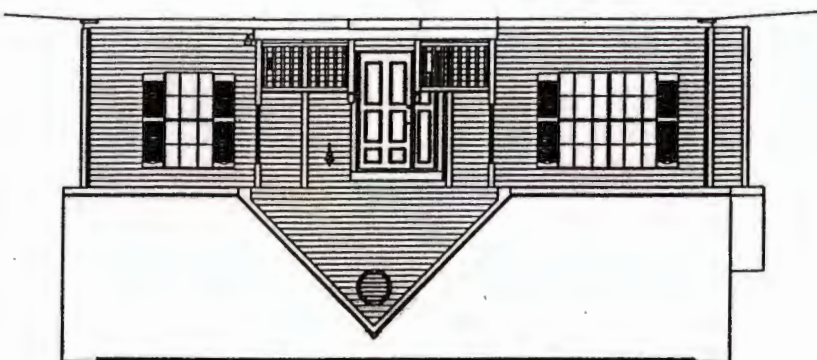
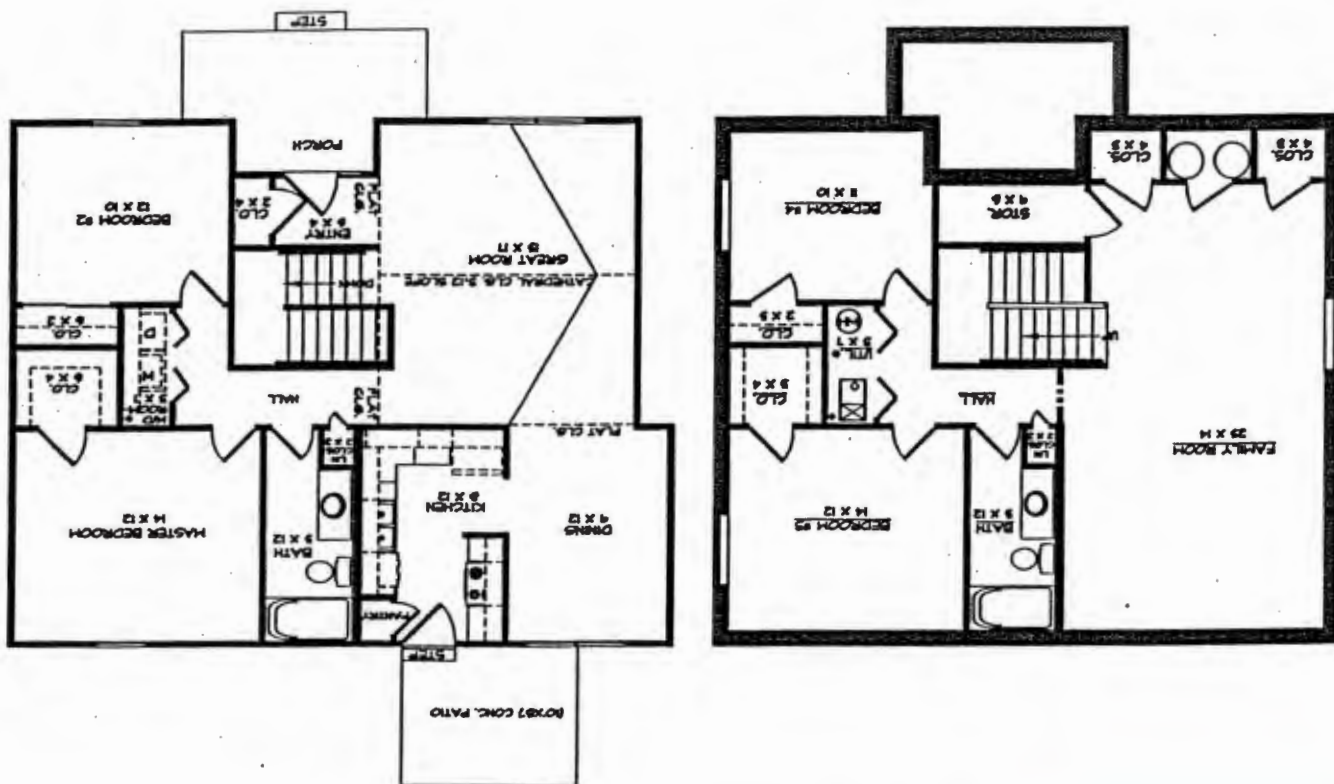
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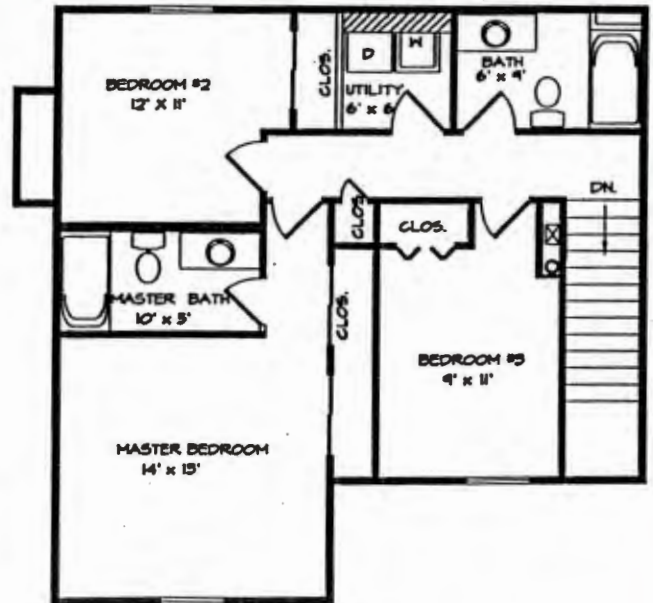
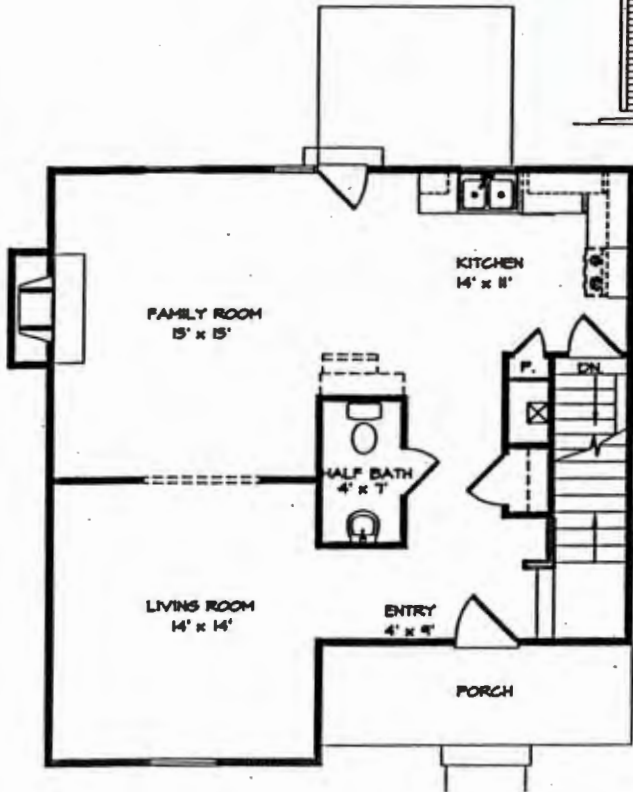
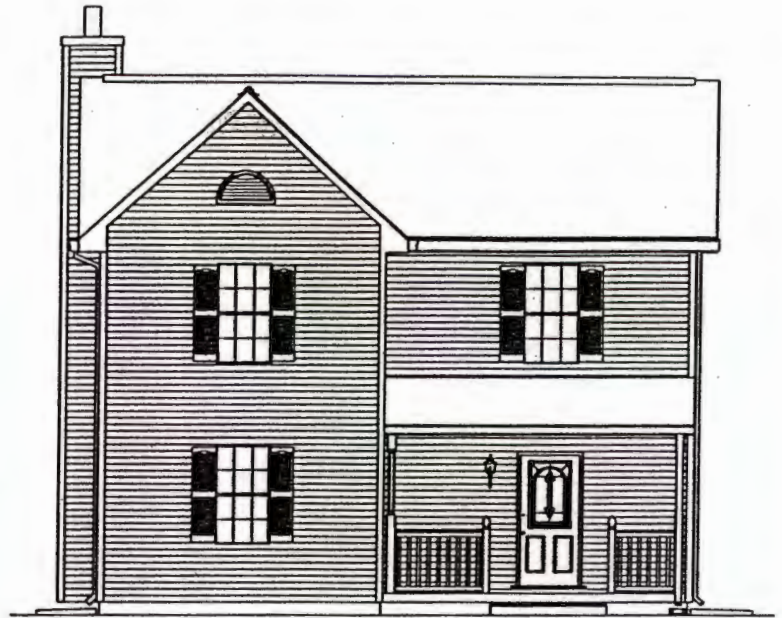
Home Style and Layout Examples

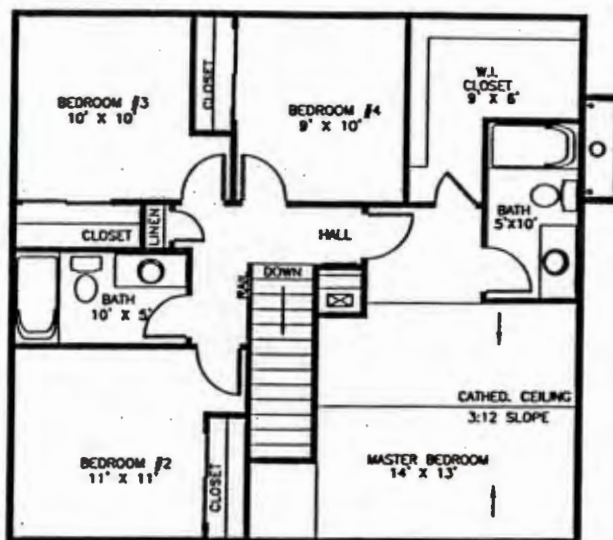
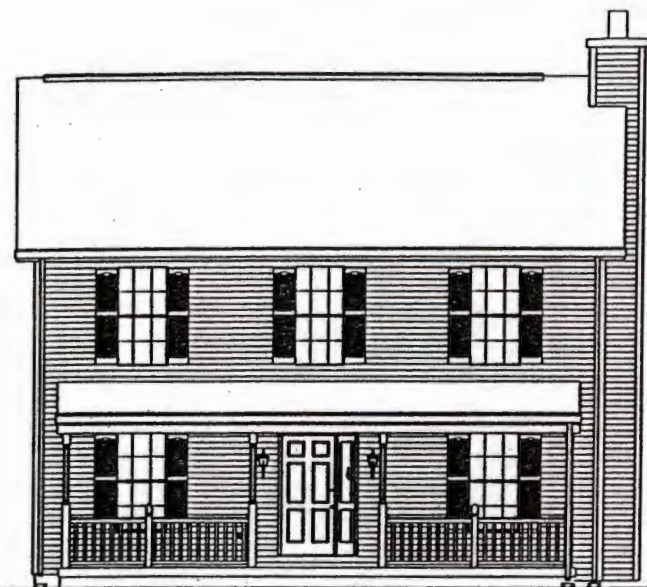




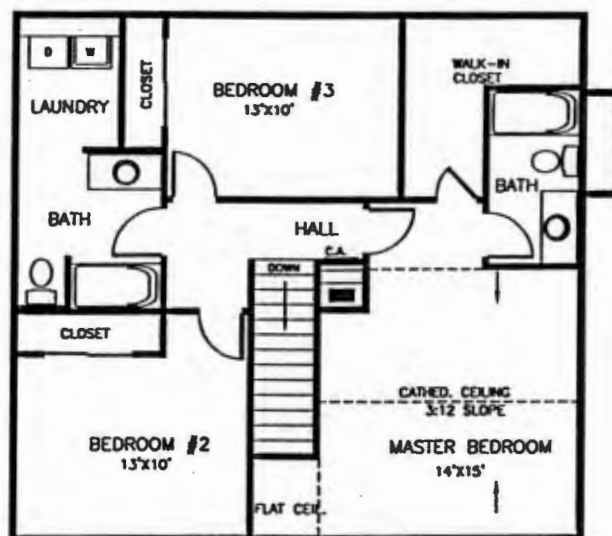
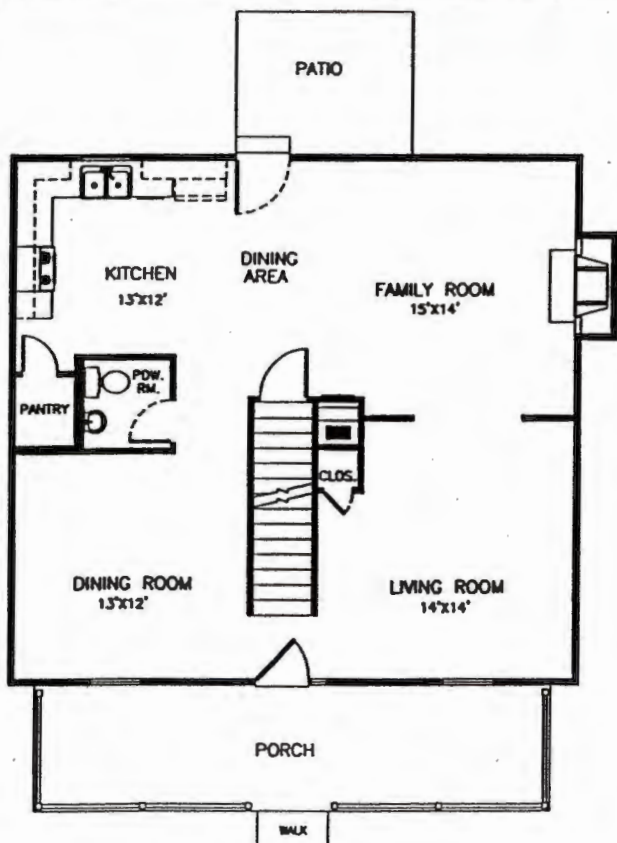




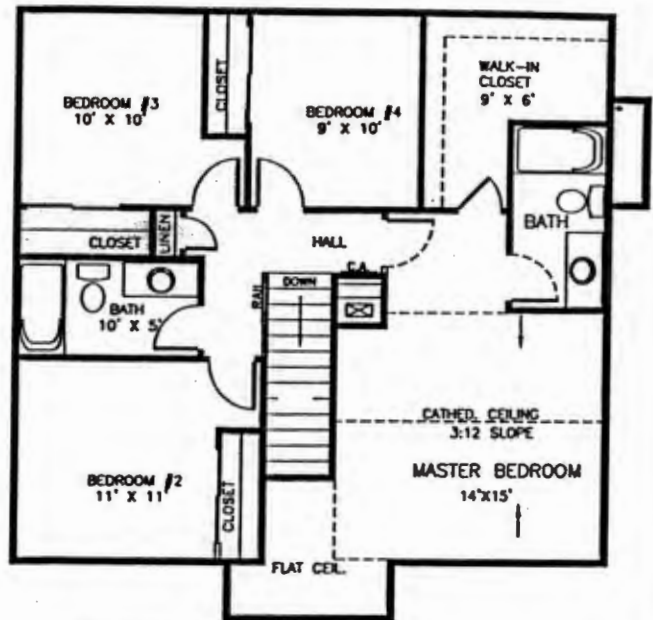




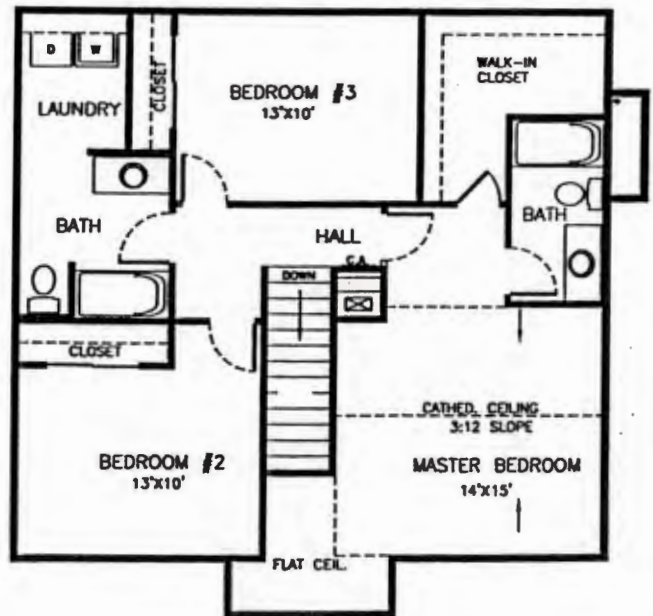
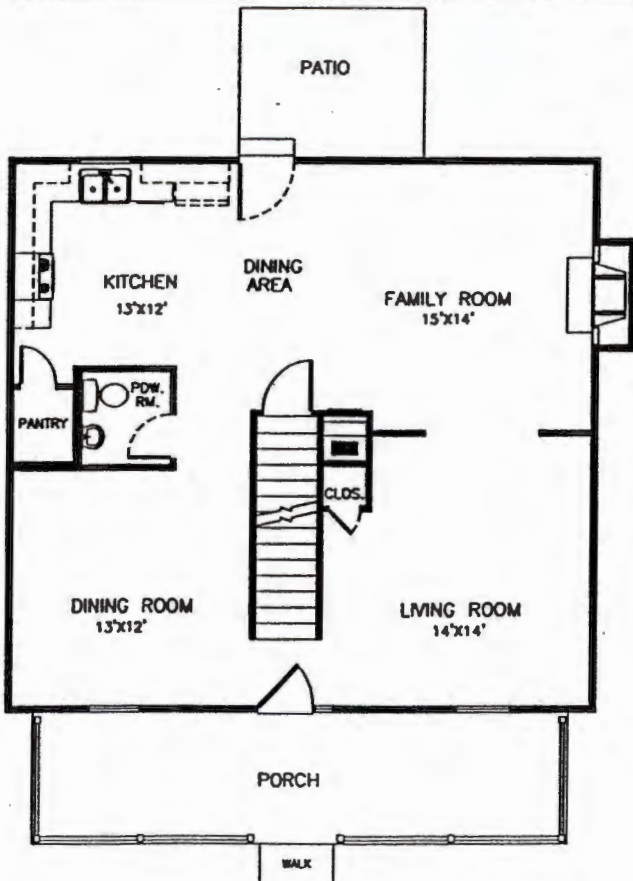
SECOND FLOOR PLAN (4 BEDROOMS)



SECOND FLOOR PLAN (3 BEDROOMS)

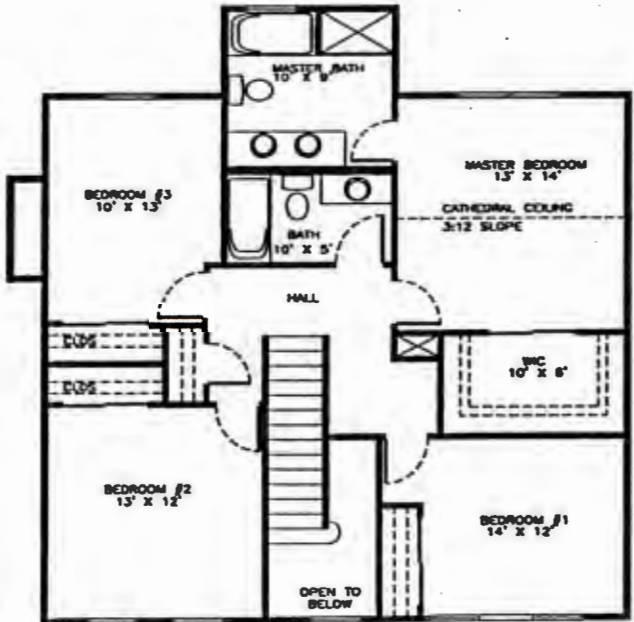
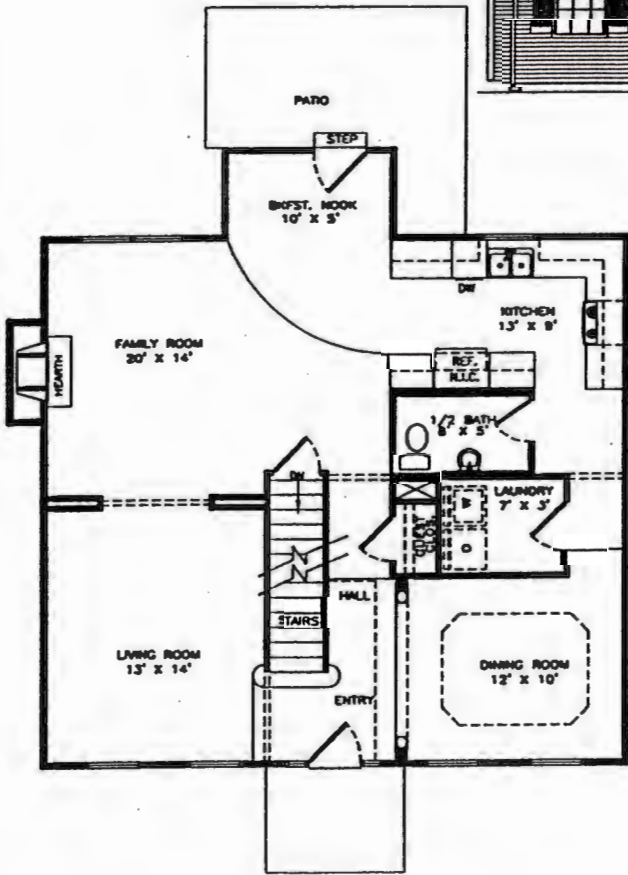
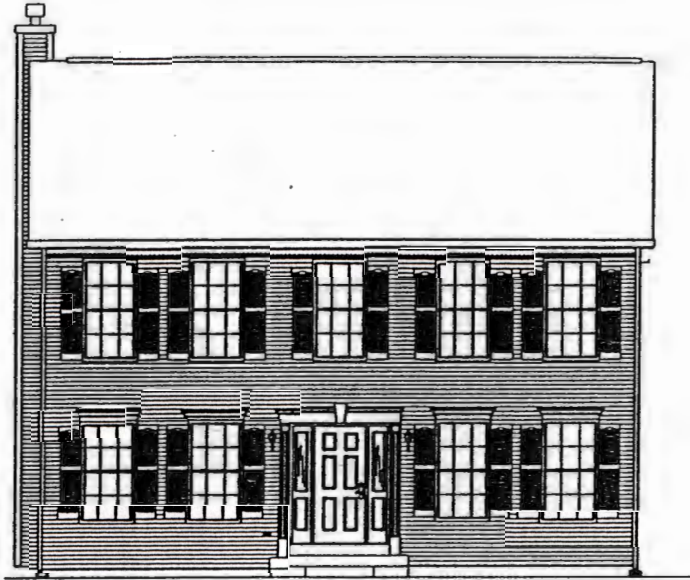


SECOND FLOOR PLAN (4 BEDROOMS)



SECOND FLOOR PLAN (3 BEDROOMS)





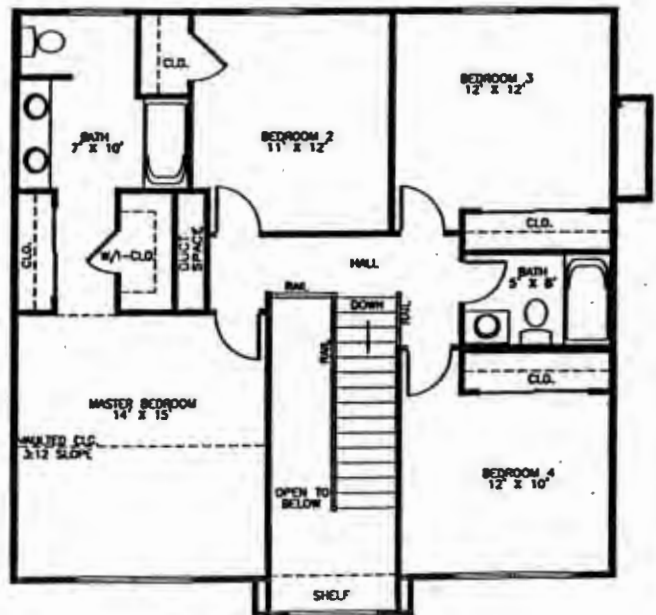
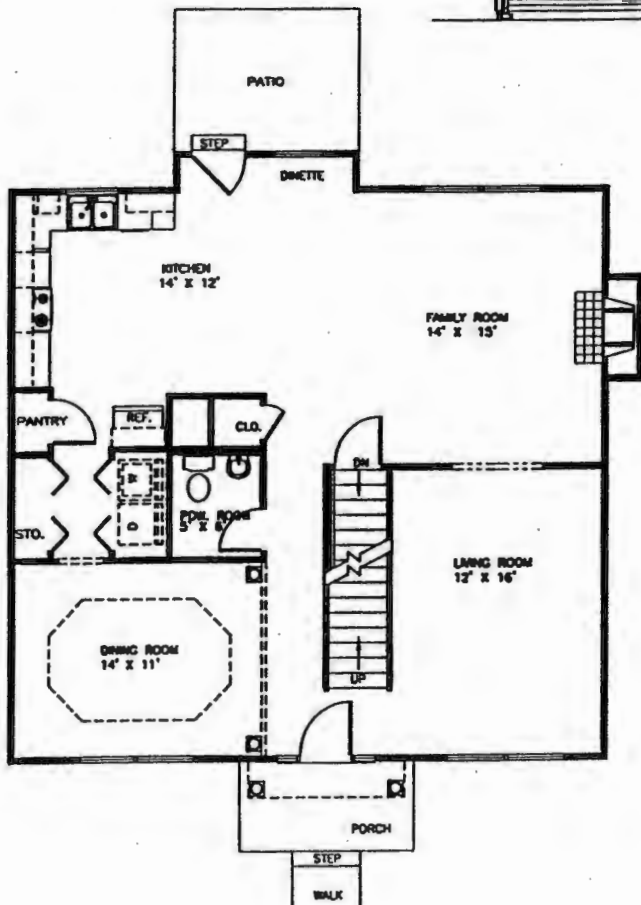
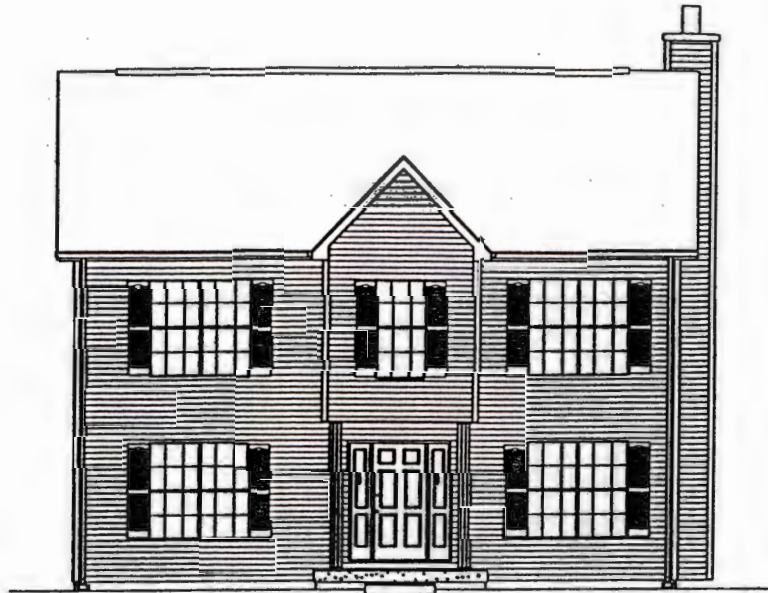
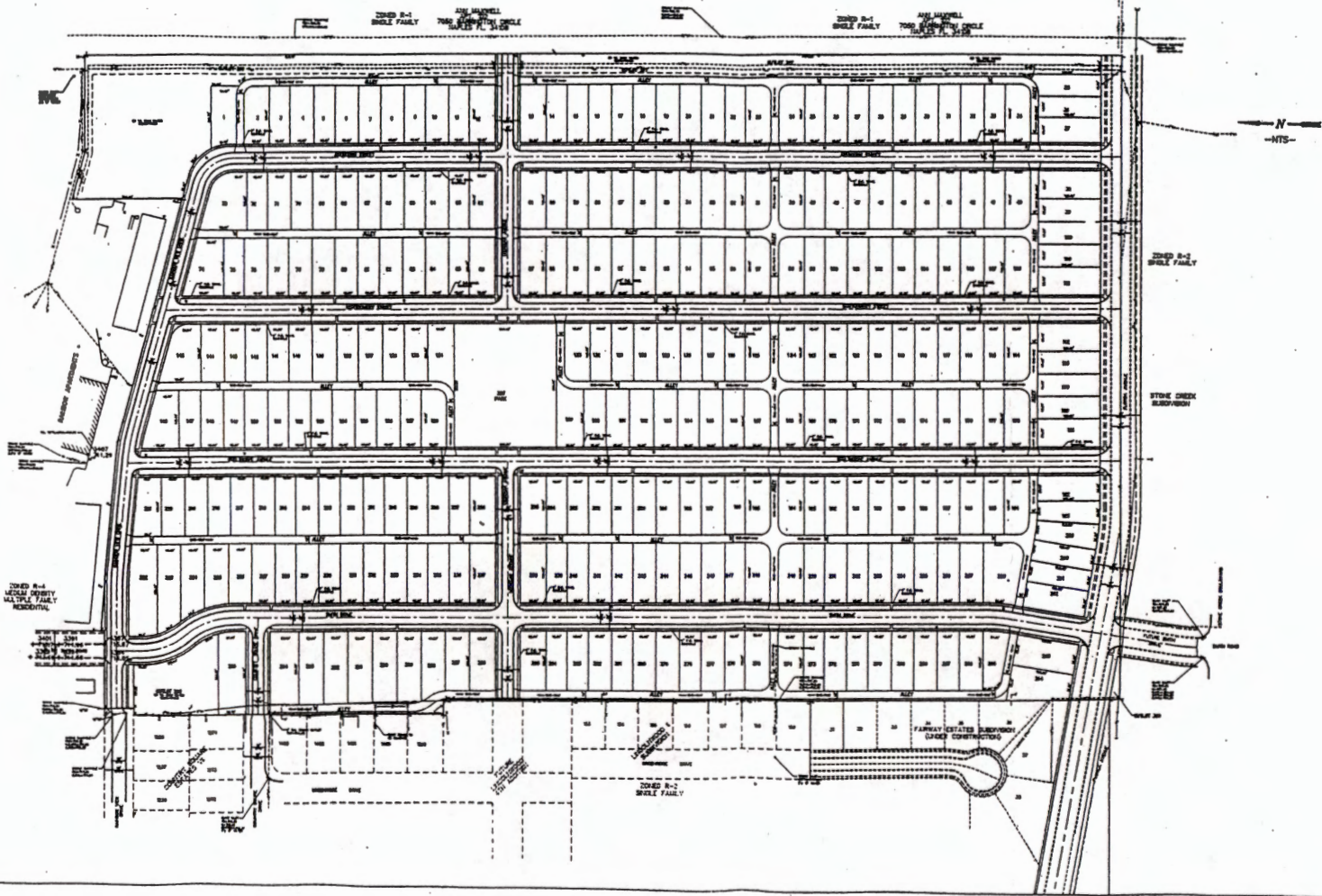
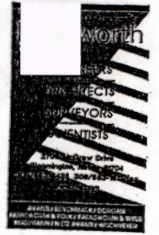


Exhibit "C"
Subdivision Development Layout Plan



DATE: 6/8/01
DRAWN: RLW
APPROVED: DLA
BOOK NO: 2440
FILE NO: 84-4707

REVISION
REVISED 7/9/01 DLR

DATE: 6/8/01
DRAWN: RLW
APPROVED: DLA
BOOK NO: 2440
FILE NO: 84-4707

SHEET TITLE
SAVANNAH GREEN
SUBDIVISION
URBANA, ILLINOIS
PRELIMINARY PLAT

SHEET NUMBER
4 of 9
PROJECT NO: 101420