

18

Recording Cover Sheet

ORDINANCE NO. 2004-04-044

"AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (1501 NORTH LINCOLN AVENUE ANNEXATION AGREEMENT / APPROXIMATELY 2.71 ACRES ON THE SOUTHWEST CORNER OF LINCOLN AVENUE AND BRADLEY AVENUE, PLAN CASE NO. 1887-A-04 & 1887-M-04"

RECORDED ON
07/16/2004 04:25:27PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 39.00
REV FEE:
PAGES: 18
PLAT ACT: 0
2004R22412

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

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT**

**(1501 North Lincoln Avenue Annexation Agreement / Approximately 2.71 Acres on
the Southwest Corner of Lincoln Avenue and Bradley Avenue,
Plan Case No. 1887-A-04 & 1887-M-04)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois, Michael Augustino Maggio, and Bushman, LLC has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 2.71 acres located on the southwest corner of Lincoln Avenue and Bradley Avenue more commonly referred to as 1501 North Lincoln Avenue legally described as follows:

The East 183 feet and the North 325 feet of the West 120 feet of the East 303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

EXCEPT the South 136 feet of the West 150 feet of the East 183 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

AND ALSO EXCEPT those parts of the land dedicated or conveyed for public road purposes by document no. 850144 recorded July 27, 1960 in Book 652 at page 1045, by document no. 76R 2759 recorded February 20, 1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded April 7, 1993 in Book 1897 at page 627;

In Champaign County, Illinois.

PIN #: 30-21-07-226-008

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 19th day of April, 2004 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held with

the City Council of Urbana on the matter of the proposed Annexation Agreement and the proposed rezoning of the tract; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Eastern Prairie Fire Protection District on the matter; and

WHEREAS, on the 3rd day of May, 2004, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 8th day of April, 2004, to consider the proposed Annexation Agreement and the rezoning from Champaign County B-2, Neighborhood Business to the City B-3, General Business Zoning District upon annexation in Plan Case No. 1887-A-04 and 1887-M-04; and

WHEREAS, The Urbana City Council has determined that the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

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

Section 1. The that Annexation Agreement between the City of Urbana, Illinois, Michael Augustino Maggio, and Bushman, LLC., a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to

said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

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

PASSED by the City Council this 3rd day of May, 2004.

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

NAYS:

ABSTAINS:



APPROVED by the Mayor this 14th day of May, 2004.

Phillip B. Clark
Phillip B. Clark, City Clerk
Robert
Deputy Clerk
James H. Hayes, Jr.
Tod Satterthwaite, Mayor
JAMES H. HAYES, JR.
Mayor Pro-tem

CITY OF URBANA
RECEIVED

JUL 13 2004

CITY CLERKS OFFICE

**1501 North Lincoln Avenue
Annexation Agreement**

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Michael Augustino Maggio, as Executor under the Last Will and Testament of Anthony Joseph Maggio (hereinafter referred to as the "Owner") and Bushman , LLC (hereinafter referred to "Developer"). 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, Michael Augustino Maggio, as Executor under the Last Will and Testament of Anthony Joseph Maggio, is the Owner of record of real estate tracts totaling approximately 2.71 acres, located at the southwest corner of Lincoln Avenue and Bradley Avenue, having an address of 1501 North Lincoln Avenue, and having a permanent index numbers of 30-21-07-226-008 the legal description of which real estate is set form in Exhibit "A" attached hereto; and

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; and

WHEREAS, the Owner has entered into a contract with Bushman LLC (Developer) to sell the property for the purpose of developing of a convenience store, gas station and quick service restaurant as described in the this agreement; and

WHEREAS, the tract is contiguous to the City of Urbana, and said Owner, Developer and the City determine that immediate annexation of the tract is in the best interest of all parties; and

WHEREAS, the tract is currently zoned B-2, Neighborhood Business in Champaign County; and

WHEREAS, the City, Owner and Developer find it necessary and desirable that the tract, as described in Exhibit "A" be rezoned to the B-3, General Business Zoning District upon annexation for the purposes of establishing a convenience store, gas station and quick service restaurant under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City B-3, General Business reflects the goals, objectives and policies set forth in the 1982 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 and Developer desire 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 COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

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

The Owner/Developer agree to the following provisions:

Section 1. Ownership and Annexation. The Owner/Developer represent that the Owner is the sole record Owner of the tract described in Exhibit "A" and that the Owner shall, within thirty (30) days of the approval of this agreement cause the tracts to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes.

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

Section 2. Title Interests. The Owner/Developer represent that there are no mortgages or lien holders or holders of any security interest affecting title to the tract described herein.

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

Section 4. Zoning. The Owner/Developer acknowledges that upon annexation, the tract as described in Exhibit "A" will be rezoned from Champaign County B-2, Neighborhood Business Zoning District to City B-3, General Business Zoning District. The Owner/Developer agrees that, unless changed upon the initiative of the Owner/Developer the said City zoning classification for said tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract. The Owner/Developer agrees to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

Section 5. Building Code Compliance. The Owner/Developer agrees to cause all new development, construction, or additions on said tract to be in conformance with all applicable City of Urbana codes and regulations.

Section 6. Subdivision. The Owner/Developer agrees to prepare and record a subdivision plat per the Urbana Subdivision and Land Development Code to subdivide the existing tract into two parcels. One lot will be approximately 2.08 acres in area and the other lot will be approximately 0.63 acres in area.

Section 7. Site Improvements. The Owner/Developer agrees that upon development of the site, the existing depressed curb and gutter along Lincoln Avenue shall be replaced with a barrier curb and gutter and a raised center barrier median shall be installed on Lincoln Avenue to prohibit left turns into or out of the right in and right out driveway at the Owner/Developer's expense. The Owner/Developer agrees to obtain all necessary City permits to provide said improvement. The Owner/Developer further agrees that all access to tract(s) from Lincoln Avenue and Bradley Avenue shall be provided as generally depicted on the Proposed Site Plan shown as Exhibit "C". All site improvements shall be reviewed and approved by the City Engineer in accordance with the adopted codes, ordinances, and laws of the City of Urbana.

Section 8. Underground Storage Tank Infrastructure. The Owner/Developer agrees to comply with all requirements of the 35 Illinois Administrative Code, Part 616, SubPart H for the design of the underground storage tanks. The Owner/Developer agrees to install underground storage tanks that are double-walled and product piping that is double-walled and installed within a chase pipe. Building permit and construction plan documents submitted to the City of Urbana for permitting shall identify that these provisions are included in the construction plans submitted to the Illinois State Fire Marshall.

Section 9. Best Management Practices. The Owner/Developer agrees to utilize Best Management Practices for management of stormwater runoff on site. The construction

plans submitted to the City of Urbana shall identify the Best Management Practice(s) utilized in accordance with recommendations identified in Phase II of the Clean Water Act as they relate to storm water design.

Section 10. Lighting. The Owner/Developer agrees to use lighting under the pump island canopy so that the burn area of the lamps are not directly visible from off-site.

Section 8. Fence. The Owner/Developer agrees to install a six-foot high chain link fence on the south property line of the 0.63-acre parcel immediately adjacent to the Urbana Fire Station upon completion of construction of the convenience store. Fencing along the property line shall be in conformance to the requirements of the Urbana Zoning Ordinance once a commercial development is approved for the 0.63-acre parcel.

Section 9. Sanitary Sewer. The Owner/Developer agrees to install and pay for the extension of an 8" public sanitary sewer that will provide service to the tract(s) necessary for development of the site. Construction plans to extend the sanitary sewer shall be reviewed and approved by the City Engineer in accordance with the rules, regulations, codes, laws and ordinances of the City of Urbana and the State of Illinois. Said extension will require an IEPA permit and the City will assist, as required, the Owner/Developer in obtaining said permit.

Section 10. Disconnection. The Owner/Developer agrees and hereby stipulates that the Owner/Developer shall not take any action to disconnect the tracts from the City once it is annexed.

Section 11. Amendments Required. The Owner/Developer shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner, Developer and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to 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 annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning. The Corporate Authorities agree that the tract as described in Exhibit "A" will be zoned B-3, General Business as provided by the Urbana Zoning Ordinance upon

its annexation to the City. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tract. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

Section 3. Development. The Corporate Authorities agree to allow the Owner/Developer upon annexation to develop the tract in general conformity with the Proposed Site Plan attached hereto as Exhibit "C". The Proposed Site Plan includes the establishment of a convenience store, gasoline station, and restaurant with a drive-through facility. The proposed development shall be developed in accordance with all applicable city codes and regulations except as specified in this Agreement.

Section 4. Liquor License. The City agrees to make available a Class BBB Liquor License to a qualified applicant for the convenience store upon annexation.

Section 5. Freestanding Signs. Upon development of the site in general conformance with the site plan depicted in Exhibit C, the Owner/Developer shall be allowed to place up to one free-standing sign on each of the two business frontages of the 2.08-acre portion of the site, for a total of two (2) free-standing signs. In addition, a third free-standing sign shall be allowed on the 0.66-acre portion of the site. To maximize visibility and allow room for required pricing information on the gas station signs, the allowed sign area for the two signs on the 2.08-acre portion of the site shall be varied to permit up to 82 square feet per sign face. The proposed signs shall meet the requirements of the Urbana Zoning Ordinance in all other respects.

Section 6. Canopy Signage. In order to promote visibility of the gas station and in recognition of reduced signage elsewhere on the site, the Corporate Authorities agree to grant a variance to allow up to 18 square feet of signage on each side of the proposed canopy fascia.

Section 7. Amendments - The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or Owners, or their successors or assigns, of the portion of the Tract which is directly the subject of the amendment.

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. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner and/or Developer, 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 and/or Developer 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, Owner, and Developer agree that no 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 the Owner, the Developer, and the City.

Section 4. Enforcement -- The Owner, Developer 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 party not in default may declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner or Developer, 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, Owner, and Developer 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, Owner and Developer 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

Owner:

Jeffery A. Bush Manager
Michael Augustino Maggio, as Bushman, LLC
Executor under the Last Will and
Testament of Anthony Joseph
Maggio

7/6/04
Date

7-1-04
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
City Clerk

July 6, 2004
Date

ATTEST:

See same below
Notary Public

Date

Developer:

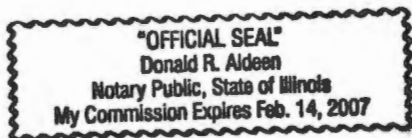
Jeffery A. Bush
Bushman, LLC

7-1-04
Date

ATTEST:

[Signature]
Notary Public

7-1-04
Date



6
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, Mayor

Date

Owner:

Michael Augustino Maggio, as
Executor under the Last Will and
Testament of Anthony Joseph
Maggio

Date

ATTEST:

Phyllis D. Clark
City Clerk

Date

ATTEST:

Notary Public

Date

Developer:

Thomas M. Greeman

Bushman, LLC *Thomas M. Greeman, Member*

June 9, 2004

Date

David Paugh

ATTEST:

David Paugh

Notary Public

June 9, 2004

Date

Notary Public, State of Indiana
DAVID W. PAUGH
Jackson Co.
Comm. Expires July 19, 2009

Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Description

Exhibit "B": Map of Tract to be annexed.

Exhibit "C": Site Plan and Project Data for Convenience Store, Gasoline Station and Restaurant.

Attachment: *Assignment of Annexation Agreement*
Acceptance of Assignment

Exhibit "A"

Legal Description of Tract

The East 183 feet and the North 325 feet of the West 120 feet of the East 303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

EXCEPT the South 136 feet of the West 150 feet of the East 183 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

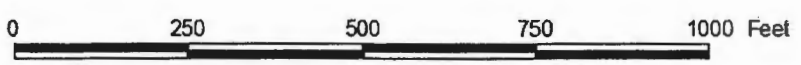
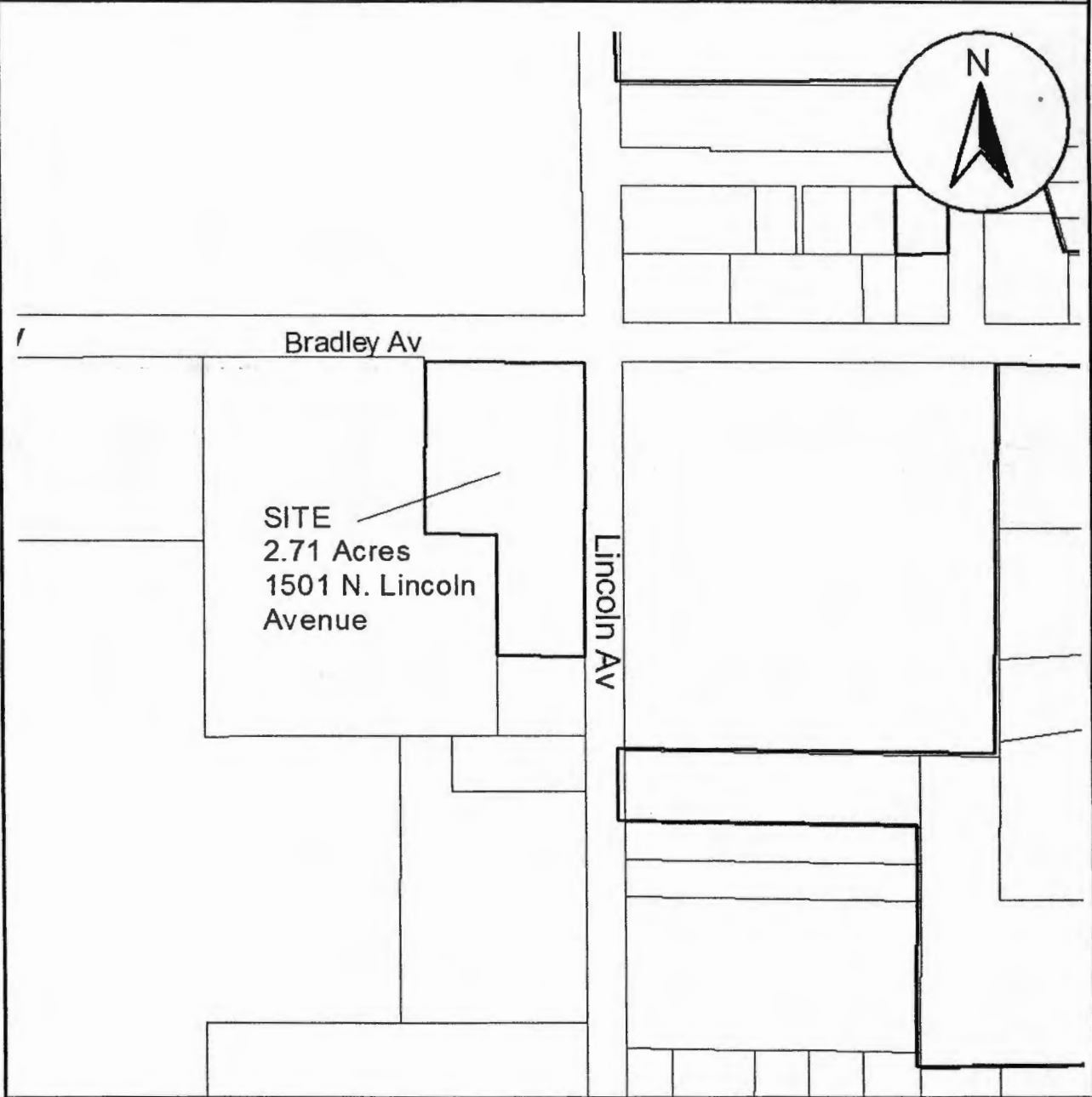
AND ALSO EXCEPT those parts of the land dedicated or conveyed for public road purposes by document no. 850144 recorded July 27, 1960 in Book 652 at page 1045, by document no. 76R 2759 recorded February 20, 1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded April 7, 1993 in Book 1897 at page 627;

In Champaign County, Illinois.

PIN #: 30-21-07-226-008

Exhibit "B"

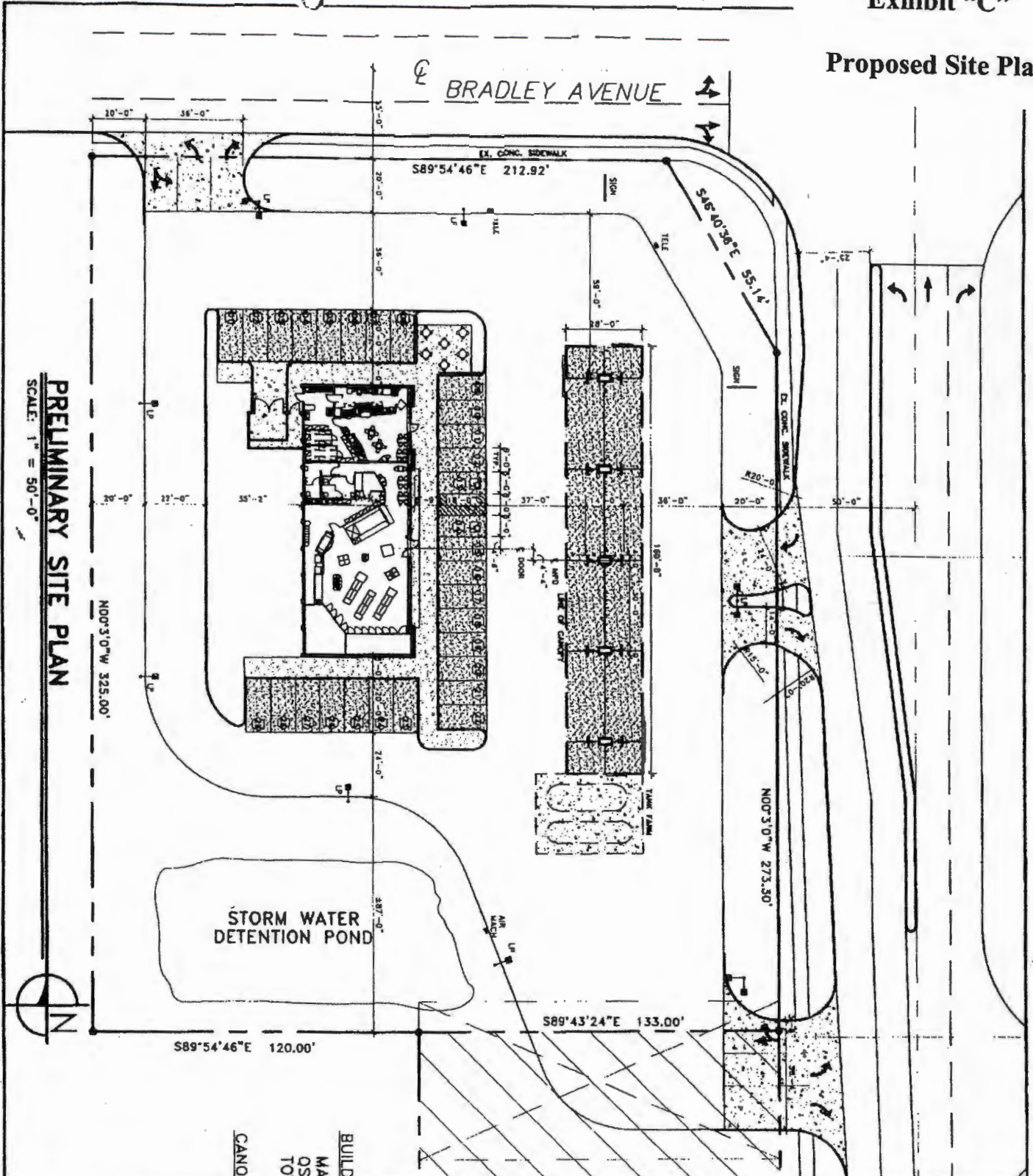
Location Map



1501 North Lincoln Avenue Annexation
Owner: Anthony Maggio
Developer: Macs Convenience Stores, LLC

Prepared February 18, 2004 by Community Development Services

Proposed Site Plan



PRELIMINARY SITE PLAN
SCALE: 1" = 50'-0"

REVISIONS BY: XX ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS REPRESENTED BY THESE DRAWINGS ARE OWNED BY & ARE THE PROPERTY OF JEFF MARSHALL DESIGN & PLANNING. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED OR DISCLOSED WITHOUT THE EXPRESS WRITTEN PERMISSION OF JEFF MARSHALL DESIGN & PLANNING.		SITE PLAN		DATE: 04.07.04
DESIGN & PLANNING 250 FRANKLIN STREET COLUMBUS, IN 47201 (612) 372-4332 ph (612) 372-7360 fax www.dspplanning.net		CIRCLE K STORE #1234		JOB # 03a27
		MAC'S CONV. STORES, LLC		SHEET:
		LINCOLN & BRADLEY		SP1
		URBANA, ILLINOIS		SCALE: NOTED DWN BY: BC

ASSIGNMENT OF ANNEXATION AGREEMENT
FOR 1501 NORTH LINCOLN AVENUE, URBANA, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL AUGUSTINO MAGGIO,
as Executor under the Last Will and Testament of ANTHONY JOSEPH MAGGIO, Owner-
Assignor, hereby assigns, remises, sets over and conveys unto BUSHMAN, LLC, Developer-
Assignee, all his right, title and interest in and to the attached Annexation Agreement. Said
Annexation Agreement covering the real estate and premises described as:

The East 183 feet and the North 325 feet of the West 120 feet of the East
303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast
Quarter of Section 7, Township 19 North, Range 9 East of the Third
Principal Meridian;

EXCEPT the South 136 feet of the West 150 feet of the East 183 feet of
the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of
Section 7, Township 19 North, Range 9 East of the Third Principal
Meridian;

AND ALSO EXCEPT those parts of the land dedicated or conveyed for
public road purposes by document no. 850144 recorded July 27, 1960 in
Book 652 at page 1045, by document no. 76R 2759 recorded February 20,
1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded
April 7, 1993 in Book 1897 at page 627;

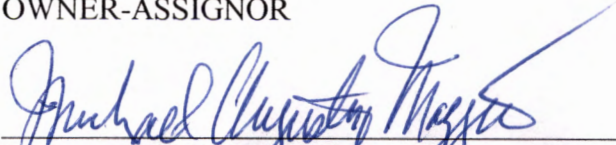
In Champaign County, Illinois.

PIN #: 30-21-07-226-008

Also commonly referred to as 1501 North Lincoln Avenue, Urbana, Illinois.

DATED at Urbana, Illinois, this 15th day of JULY, 2004.

OWNER-ASSIGNOR



Michael Augustino Maggio, as Executor under
the Last Will and Testament of Anthony Joseph
Maggio

ACCEPTANCE OF ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that BUSHMAN, LLC, Developer-Assignee, hereby accepts the above and foregoing Assignment of Annexation Agreement and agrees to fully and completely abide by the terms and conditions thereof and further agrees to indemnify and save Owner-Assignor harmless from all claims or demands arising in, out or about of said Annexation Agreement and the assignment thereof to it.

DATED at Urbana, Illinois, this 1st day of July, 2004.

DEVELOPER-ASSIGNEE

BUSHMAN, LLC

By: Jeffrey N. Bush
Its: Madage

CONSENT TO ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF URBANA, ILLINOIS, Corporate Authorities-City, hereby consents and agrees to the assignment of the attached Annexation Agreement by MICHAEL AUGUSTINO MAGGIO, as Executor under the Last Will and Testament of ANTHONY JOSEPH MAGGIO, Owner-Assignor, to BUSHMANN, LLC, Developer-Assignee.

DATED at Urbana, Illinois, this 6th day of July, 2004.

CITY OF URBANA, ILLINOIS

By: Todd Lattellewhite
Its: MAYOR

2004R23699

2004-04-04

RECORDED ON

07/27/2004 04:08:36PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 27.00

REV FEE:

PAGES: 6

PLAT ACT: 0

6

Recording Cover Sheet

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

1501 NORTH LINCOLN AVENUE
(PIN #30-21-07-226-008)

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, City Clerk for the City of Urbana, Illinois, states that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the Urbana Township, in compliance with the provisions of Section 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 the Township Commissioner of Highways, indicated on the copy of said notice hereto attached, made a part of this Affidavit, and marked "Attachment"; and that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of the Eastern Prairie Fire Protection District, 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 Eastern Prairie Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 22nd day of July, 2004, 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.


Phyllis D. Clark

City Clerk
City of Urbana

Subscribed and sworn to before me this

23rd day of *July*, 2004.

Deborah J. Roberts

Notary Public

"OFFICIAL SEAL"
DEBORAH J. ROBERTS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/6/2006



NOTICE OF INTENT TO ANNEX TERRITORY TO THE CITY OF URBANA

**** ATTACHMENT ****

TO:

Urbana Township Board of Trustees

Ken Buchanan
501 McGee Road
Urbana, IL 61802

Paul Tatman
2802 E. Slayback Road
Urbana, IL 61802

Gregory F. Foster
310 Yankee Ridge Lane
Urbana, IL 61801

David Lemke
1781 Independence
Urbana, IL 61801

Urbana Township Supervisor

Mr. Don Flessner
2312 E. Perkins Road
Urbana, IL 61801

Urbana Township Commissioner of Highways

Jim Prather
2312 E. Perkins Road
Urbana, IL 61801

Trustees of Eastern Prairie Fire Protection District

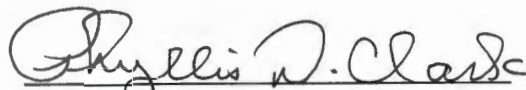
Linda Kates
2307 North Fifth Street
Champaign, IL 61822

Emil Kucera
2304 N. Third Street
Champaign, IL 61822

Clarence Lemke
316 Paul Avenue
Champaign, IL 61822

NOTICE IS HEREBY GIVEN, pursuant to the provisions of pursuant to Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), that a Petition has been received praying that the Council of the City of Urbana, Illinois, pass an Ordinance annexing territory to the City of Urbana as legally described in **Exhibit "A"** and illustrated in **Exhibit "B"**.

Notice is further given that the Urbana City Council will consider the annexation petition at its meeting on **August 2, 2004 at 7:30 PM** in the City Council Chambers located at 400 South Vine Street, Urbana, Illinois. The annexation is subject to an annexation agreement passed by the Urbana City Council on May 3, 2004 under Ordinance No. 2004-04-044.



Phyllis D. Clark
City Clerk
City of Urbana, Illinois

Exhibit "A" Legal Description of Tract to be annexed
Exhibit "B" Location Map of Tract to be annexed

Exhibit "A" Legal Description of Tracts to be Annexed

The East 183 feet and the North 325 feet of the West 120 feet of the East 303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

EXCEPT the South 136 feet of the West 150 feet of the East 183 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

AND ALSO EXCEPT those parts of the land dedicated or conveyed for public road purposes by document no. 850144 recorded July 27, 1960 in Book 652 at page 1045, by document no. 76R 2759 recorded February 20, 1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded April 7, 1993 in Book 1897 at page 627;

In Champaign County, Illinois.

Location Address: 1501 North Lincoln Avenue
PIN #: 30-21-07-226-008

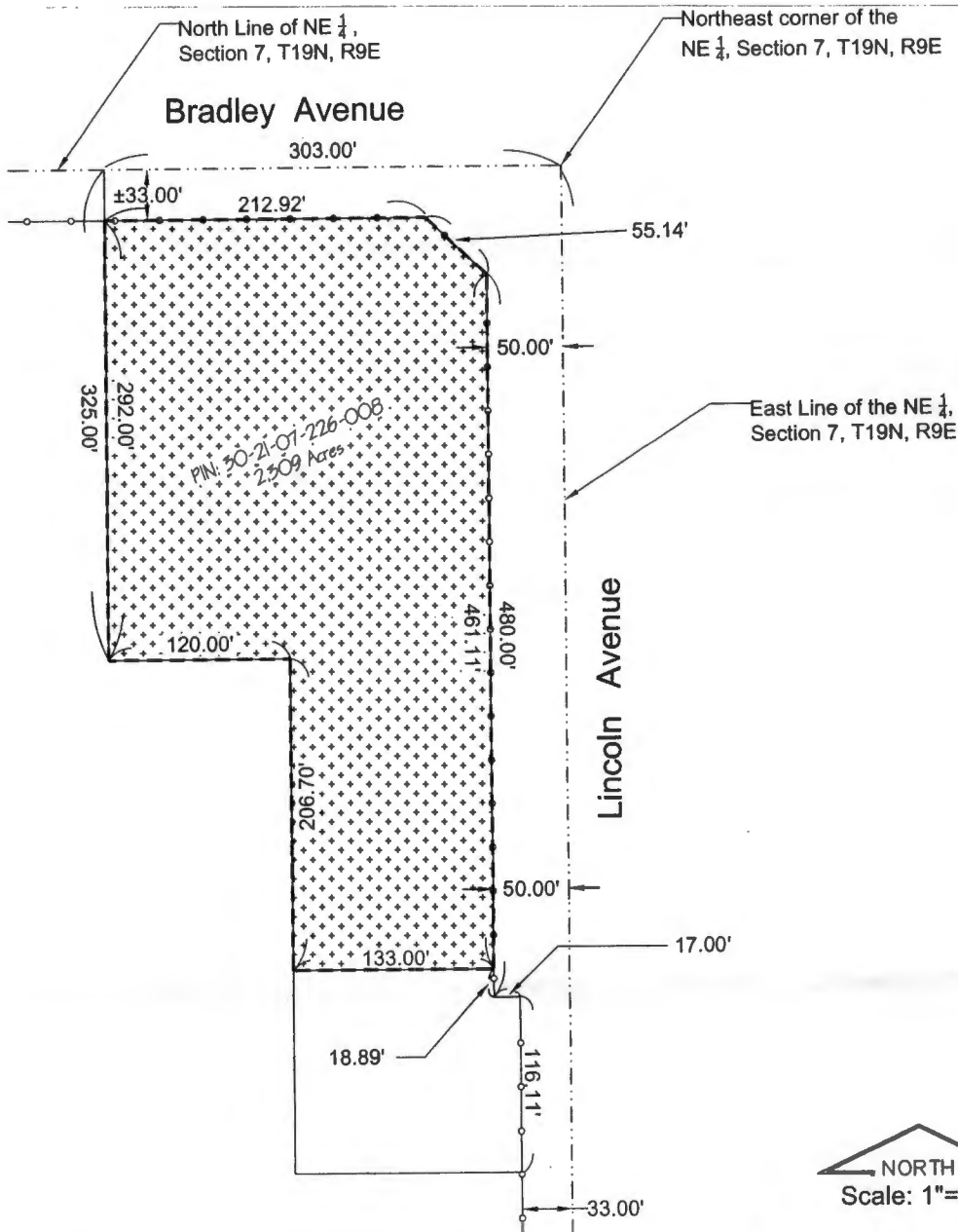
Exhibit "B" Map of Tract to be Annexed

The East 183 feet and the North 325 feet of the West 120 feet of the East 303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

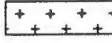
EXCEPT the South 135 feet of the West 150 feet of the East 183 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;


AND ALSO EXCEPT those parts of the land dedicated or conveyed for public road purposes by document no. 850144 recorded July 27, 1960 in Book 652 at page 1045, by document no. 76R 2759 recorded February 20, 1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded April 7, 1993 in Book 1897 at page 627;


in Champaign County, Illinois.




MAP SHOWING AREA
ANNEXED BY CITY
ORDINANCE #2004-XX-XXX
CITY OF URBANA, ILLINOIS
CHAMPAIGN COUNTY
DATE: XXXX XX, 2004

AREA OF ANNEXATION 

EXISTING CITY LIMITS 

NEW CITY LIMITS 

RIGHT-OF-WAY 

**ENGINEERING
DIVISION** 

CITY ENGINEER/PUBLIC WORKS DIRECTOR

CAD: B.W.F. 05/10/04
CHECKED: W.R.G. 05/XX/04

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

The Petitioner, Michael Augustino Maggio, as Executor under the Last Will and Testament of Anthony Joseph Maggio, respectfully states under oath:

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

The East 183 feet and the North 325 feet of the West 120 feet of the East 303 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

EXCEPT the South 136 feet of the West 150 feet of the East 183 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian;

AND ALSO EXCEPT those parts of the land dedicated or conveyed for public road purposes by document no. 850144 recorded July 27, 1960 in Book 652 at page 1045, by document no. 76R 2759 recorded February 20, 1976 in Book 1073 at page 800, and by document no. 93R 7978 recorded April 7, 1993 in Book 1897 at page 627;

In Champaign County, Illinois.

PIN #: 30-21-07-226-008

Also commonly referred to as 1501 North Lincoln Avenue

2. Said Tract is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois;
3. No electors reside on said Tract.

PETITIONERS RESPECTFULLY REQUESTS:

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

2. That said Tract be annexed in accordance with terms of an annexation agreement passed by the City of Urbana by Ordinance No. 2004-04-044 on May 3, 2004 and approved by the Mayor of the City of Urbana.

Dated this 1st day of ^{July}~~May~~, 2004.

Owners:

Jeffery A. Cook, Manager Bushman, LLC
Michael Augustino Maggio, as Executor under the Last Will and Testament of Anthony Joseph Maggio

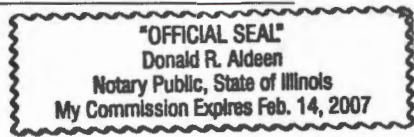
7-1-04
Date

Subscribed and sworn to before me this

1st day of ^{July}~~May~~, 2004, A.D.

[Signature]

Notary Public



My Commission Expires: _____