

18

Recording Cover Sheet

99R35186

2600  
300  
2900

DOC # 99R35186  
CHAMPAIGN COUNTY, ILL

ORDINANCE NO. 1999-11-110

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF URBANA (PICKERILL FARM);

'99 DEC 15 PM 2 20

and

MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #1999-11-110;

*Barbara A. Driscoll*  
RECORDER

and

ANNEXATION AGREEMENT (PICKERILL FAMILY TRUST).

Prepared for recording by:

Deborah J. Roberts, Deputy 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

99R35186

99R35186

**FILED**

DEC 14 1999

*Mark Sheldon*  
COUNTY CLERK

ORDINANCE NO. 1999-11-110

AN ORDINANCE  
ANNEXING CERTAIN TERRITORY  
TO THE CITY OF URBANA

(Pickerill Farm)

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Carroll Fire Protection District, and includes certain territory within the Urbana Township, and Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on November 2, 1999, that this Ordinance would be voted upon at a meeting of this Council at 7:30 p.m., Monday, November 15, 1999, and the Affidavit of mailing such Notice was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 1999; and

WHEREAS, there are no electors residing within said territory; and

WHEREAS, the City Council passed Ordinance No. 1999-09-089 on September 7, 1999 approving and authorizing the execution of an annexation agreement wherein the property owner agreed to annex the hereinafter described territory to the City of Urbana within thirty days from the effective date of said annexation agreement; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within

99 R 35186

99235186

Champaign County's B-4 General Business district and upon annexation will automatically be classified B-3 General Business in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

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

**Tract 1**

**A tract of land in the Northwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:**

**All that part of the South Half of the South East Quarter of the North West Quarter of said Section 4, as lays [sic] East of the center line of the road now known as the Heater road (currently known as Cunningham Avenue-U.S. Route 45). Containing Twelve and one half (12 ½) acres, more or less, situated in the County of Champaign, in the State of Illinois,**

**Being a portion of the tract conveyed by Jesse H. and Susan M. Fordice to Emma E. Clift in a Warranty Deed dated 31 August 1881, and recorded in Deed Record Book 55 page 612, in the Office of the Recorder of Deeds, Champaign County, Illinois**

99 R 35186

99 R 35186

**Except the following described Public Right-of-Way:**

**Cunningham Avenue – U.S. Route 45 (F.A. Route 26, S.B.I 25, formerly Heater Road, and formerly Chicago and Shelbyville Road),**

**And:**

**That part of Interstate 74 (F.A. Route 39) Right-of-Way dedicated by Roy C. and Ida M. Pickerill to The People of the State of Illinois in a Dedication of Right-of-Way for a Freeway dated 12 September 1955, and recorded in Deed Record Book 536 page 359, in the Office of the Recorder of Deeds, Champaign County, Illinois lying within the South Half of the South East Quarter of the North West Quarter of said Section 4,**

**Situated in Urbana Township, Champaign County, Illinois**

**Tract 2**

**A tract of land in the Northeast Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:**

**The North Half of the South West Quarter of the South West Quarter of the North East Quarter of said Section 4,**

**Being a portion of the tract conveyed by Jesse H. and Susan M. Fordice to Emma E. Clift in a Warranty Deed dated 31 August 1881, and recorded in Deed Record Book 55 page 612, in the Office of the Recorder of Deeds, Champaign County, Illinois and situated in Urbana Township, Champaign County, Illinois**

**Tract 3**

**A tract of land in the Northwest Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:**

**That part of the North Half of the South East quarter of the North West quarter of said Section 4, lying East of the centerline of Heater Road (now Cunningham Avenue – U.S. Route 45),**

**And:**

**The West Half of North Half of South West Quarter of Northeast Quarter of said Section 4,**

Being a portion of the tract conveyed by Jesse H. and Susan M. Fordice to Emma E. Clift in a Warranty Deed dated 31 August 1881, and recorded in Deed Record Book 55 page 612, in the Office of the Recorder of Deeds, Champaign County, Illinois,

Except:

That part of the above described tracts lying north of the south line of the following described tract to-wit:

Beginning at a point 36.00 feet South of the Northeast corner of the West Half of the Southwest Quarter of the Northeast Quarter of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence S 0° 25' 10" East along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Section 4, 293.00 feet thence S 89° 51' 20" West, 1110.21 feet to the intersection with the Easterly right-of-way line of F.A. Rt. 39; thence N 24° 49' 00" East along said right-of-way line 323.18 feet; thence N 89° 51' 20" East along a line parallel with and 36.00 feet South of the North line of the Southwest Quarter of the Northeast Quarter of said Section 4, 972.42 feet to the place of beginning, said tract containing 7.00 acres, more or less, subject to easement for ingress and egress over the North 16 1/2 feet thereof, situated in the County of Champaign, in the State of Illinois.

Being the property conveyed by Roy C. and Ida M. Pickerill, to Larch, Inc. in a Warranty Deed dated 26 January 1970, and recorded, as Document No.1972R16805, in Deed Record Book 993 page 791, in the Office of the Recorder of Deeds, Champaign County, Illinois,

All situated in Urbana Township, Champaign County, Illinois,

Also Except the following described Public Right-of-Way:

Cunningham Avenue – U.S. Route 45 (F.A. Route 26, S.B.I 25, formerly Heater Road, and formerly Chicago and Shelbyville Road),

And:

That part of Interstate 74 (F.A. Route 39) Right-of-Way dedicated by Roy C. and Ida M. Pickerill to The People of the State of Illinois in a Dedication of Right-of-Way for a Freeway dated 12 September 1955, and recorded in Deed Record Book 536 page 359, in the

99R35186

99R35186

Office of the Recorder of Deeds, Champaign County, Illinois lying within the North Half of the Southeast Quarter of the Northwest Quarter of said Section 4,

All situated in Urbana Township, Champaign County, Illinois.

Encompassing, in all 23.66 Acres, more or less.

Together with the following described adjacent public Right-of-Way which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this tract:

Beginning at the intersection of the north line of the South half of the South half of said Section 4 and the westerly Right-of-Way line of F.A. Rt. 39, said point also lying on the existing city limits of the City of Urbana; thence, Southeasterly, along said city limits, 319.56 feet to the easterly Right-of-Way line of F.A. Rt. 39; thence, Northeasterly, along said Right-of-Way line, 509.02 feet to the northwest corner of the tract hereby annexed; thence, Northwesterly at a right angle to the previously described course, 310.00 feet to the westerly Right-of-Way line of F.A. Rt. 39; thence, Southwesterly, along said Right-of-Way line, 403.14 feet; thence, Southwesterly, continuing along said Right-of-Way line, around a curve concave to the northwest and having a radius of 590.00 feet, 106.46 feet to the Point of Beginning,

Situated in Urbana Township, Champaign County, Illinois and encompassing 3.63 Acres, more or less.

commonly known for reference as 2302 N. Cunningham Avenue, Urbana, Illinois, be and the same is hereby annexed to the City of Urbana, Illinois. The above-described parcels, prior to annexation, have the parcel index numbers 30-21-04-251-002 and 30-21-04-100-008, and following annexation the said parcels should bear the parcel index numbers 91-21-04-251-002 and 91-21-04-100-008, respectively. The above legal description being the same parcel of land which is subject to in the annexation agreement between the parties referred to above.

Section 2. That the City Clerk be authorized and directed to record a certified copy of this Ordinance together with an accurate map of the territory hereinabove described in the Recorder's Office of Champaign County, Illinois.

Section 3. That the City Clerk be authorized and directed to file, for record, a certified copy of this Ordinance together with an accurate map of the territory hereinabove described in the Office of the County Clerk and County Election Authority of Champaign County, Illinois.

Section 4. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as B-3 General Business upon annexation and in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance.

Section 5. The territory annexed herein is assigned to City of Urbana Ward 5.

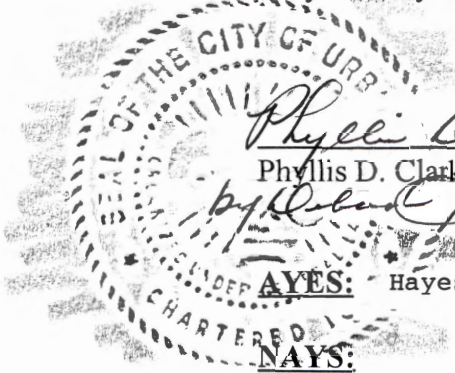
Section 6. This Ordinance shall take effect at 12:00 a.m. CDT, December 7, 1999.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 15th day of November, 1999, A.D.

99R35186

99R35186

PASSED by the City Council this 15th day of November, 1999.



Phyllis D. Clark

Phyllis D. Clark, City Clerk

by Robert C. Roberts, Deputy Clerk

**AYES:** Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

**NAYS:**

**ABSTAINED:**

APPROVED by the Mayor this 29th day of November, 1999.

James H. Hayes, Jr.

~~Ted Satterthwaite, Mayor~~

James H. Hayes, Jr., Mayor Pro-tem



99R35186

99R35186

**ANNEXATION AGREEMENT**

(Pickerill Family Trust)

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and the Pickerill Family Trust (hereinafter referred to as the "Owner"). 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 Pickerill Family Trust is the Owner of record of a certain approximately 26 acre parcel of real estate located at \_\_\_\_\_, and having permanent index numbers 30-21-04-251-002 and 30-21-04-100-008, the legal description of which real estate is set forth Exhibit A attached hereto and referenced herein as "the tracts. "

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

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

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

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

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

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

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL**

**PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER**

The Owner agrees to the following provisions:

**Section 1. Annexation:**

- (a) The Owner represents that it is the sole record Owner of the tracts described in Exhibit A and that the Owner shall, within thirty (30) days of the City Council's 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. Until annexation of the subject tracts occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. (The City shall furnish to Owner the appropriate form to satisfy this obligation.)
- (b) Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of these provisions regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent owners as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

**Section 2. Zoning:** The Owner acknowledges that upon annexation, tracts will be rezoned from County B-4 General Commercial to City B-3 General Business. Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classification of the tracts 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 tracts. Owner agrees to use the tracts only in compliance with the Urbana Zoning Ordinance as such may be amended from time to time.

**Section 3. Code Compliance:** The Owner agrees to cause all new development, construction, or additions on said tracts to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation.

**Section 4. Breach:** The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the 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. Said action includes petitioning for a county rezoning of said tracts without a written amendment to this Agreement.

**Section 5. No Disconnection:** The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tracts from the City once it is annexed.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE Corporate Authorities**

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation:** The Corporate Authorities agree to annex said tracts 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 tracts to the City.

**Section 2. Zoning:** The Corporate Authorities agree that the tracts will be zoned City B-3 General Business upon its annexation to the City. 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. If the zoning district referenced herein is not in existence at the time of the annexation, the parties agree to reclassify said property to the most comparable zoning classification as is determined by the Zoning Administrator.

**Section 3. Waiver Criteria:** The Corporate Authorities find that the waiver of the City of Urbana's Subdivision and Land Development Code to be granted in Chapter 21, Article II, Section 21-14 herein is supported by the following findings.

- (1) there are conditions of topography or other site specific reasons that make the application of any particular requirement of the Land Development code unnecessary or, in some cases perhaps, even useless;
- (2) the granting of the requested waiver would not harm other nearby properties;
- (3) the waiver would not negatively impact the public health, safety and welfare, including the objectives and goals set forth in the Comprehensive Plan.

**Section 4. Waivers :** The Corporate Authorities agree to grant the following waiver upon the development and/or subdivision of said tracts as represented in Exhibit \_\_\_\_:

Waiver of the Subdivision and Land Development Code Section 21-04 to allow a one-time conveyance of a site of 10 acres or more without plat approval by the City. The Owner may convey a single tract of 5 acres or more to a third party without the requirement of a formal plat, provided said third party shall, prior to the recording of the deed, submit to the City of Urbana a General Area Plan in conformance with the City's ordinances and a traffic impact analysis, if said analysis is required by the City Engineer, of the tract. Any improvements required by the City of Urbana Subdivision and Land Development Code will be designed and submitted for approval prior to the issuance of a building permit for the tract and such improvements must be completed in conformance with the regulations of the City of Urbana.

**Section 5. Platting in Phases:** The Corporate Authorities agree to grant an extended approval of the preliminary plat of said development to allow its final platting in phases. The preliminary plat of said development shall be valid for a period of five (5) years from the date of its approval. The Administrative Review Committee may approve minor amendments to said preliminary plat that otherwise substantially conform to the design and intent of the original preliminary plat.

**Section 6. Liquor License:** The City agrees to make available a Class C Liquor License, upon annexation of the tract, to a qualified applicant.

**Section 7. Enterprise Zone:** The Corporate Authorities agree that upon annexation of the Tract the Corporate Authorities shall request that the State of Illinois approve an amendment of the Urbana Enterprise Zone boundaries to include said Tract upon commitment of a commercial or industrial project having an estimated equalized assessed value exceeding \$100,000 in real estate improvements or is estimated to generate sales tax revenues in excess of \$10,000 per year, or at such time that the City determines said amendment is in the best interest of the City, whichever occurs first.

**Section 8. Infrastructure Improvements and Right-of-Way Dedication:** The owner shall dedicate up to thirty (30) feet of right-of-way which may be needed for future improvements to Cunningham Avenue or Anthony Drive at no charge to the City. The owner will not be required to contribute to the cost of any Cunningham Avenue (U.S. 45 and Anthony Drive frontage road intersection) improvements. If a large project develops on the site that generates in excess of 1000 trips per day, traffic signals may be required at the intersection of the Pickerill site and Anthony Drive. The manual of Uniform Traffic Control Devices would serve as the standard to determine warrants for a traffic signal.

Curb cuts shall be allowed as appropriate and approved by the City Engineer, dependent upon the approval of a general area plan. In the absence of a specific plan, access to Anthony Drive will be strongly encouraged by public or private streets. Driveway access will be strongly discouraged.

The Owner or subsequent owners/developers shall be responsible for the funding and construction and dedication of any streets that are internal to the site in conformance with the City of Urbana Subdivision and Land Development Code.

**Section 9. Tax Reimbursement:** The city agrees to pay to owner an amount equal to the difference between the real estate taxes which would have been assessed against the annexed tract(s) had they not been annexed, and the amount actually paid as real estate taxes for said tract(s). Such amount will be paid annually within sixty (60) days following receipt by the Community Development Director of the paid real estate tax bill with a written calculation of the amount due. Provided, however, such reimbursement payments shall be made only for that period of time that the subject tract(s) were assessed and taxed as farmland, and only for such portions of the subject tract(s) that were assessed and taxed as farmland (but including the farmstead, if any) or, for the tax bill in which subject tract(s) or portions thereof were assessed and taxed as farmland, relating to those calendar years starting not more than twenty (20) years from the effective date of this Annexation Agreement, whichever occurs first.

**Section 10. Impact and Recapture Fees, Donations and Contributions.** The owner of the tracts at the time of the City Council's approval of this agreement will not be responsible for any impact fees, recapture fees, donations or contribution, except as may be required for right-of-way or any that may be required by another taxing district for which the City has no control.

**Section 11. Reimbursement for Engineering Expenses.** The City will assist the Owner with the expense of drainage improvement on the site. The City of Urbana will reimburse the Owner for documented engineering, drainage improvements or site preparation expenses not to exceed \$10,000 in order to assist with the site's preparation for development.

### ARTICLE III: GENERAL PROVISIONS

**Section 1. Term of this Agreement:** This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tracts under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

**Section 2. Covenant running with the land:** The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tracts, and are further expressly made binding upon said city and the duly elected or appointed successors in office of its Corporate Authorities.

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

**Section 4. Enforcement:** The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the 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.

**Section 6. Notices:** Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

**Owner:**

Rebecca P. Matz  
Assured Mortgage  
3506 South Michigan Street  
(U.S. 31 Business)  
South Bend, Indiana 46614

**City:**

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

-and-

Patrick T. Fitzgerald  
Meyer, Capel, Hirschfeld, Muncy,  
Jahn & Aldeen, P.C.  
306 West Church Street  
Post Office Box 6750  
Champaign, Illinois 61826-6750

-and-

April D. Getchius  
Director  
City of Urbana  
400 S. Vine Street  
Urbana, Illinois 61801

99R35186

99R35186

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

Corporate Authorities  
City of Urbana:

Owner:

Tod Satterthwaite  
Tod Satterthwaite, Mayor

Rebecca M. Katz

11/2/99  
Date

10-7-99  
Date

ATTEST:

ATTEST:

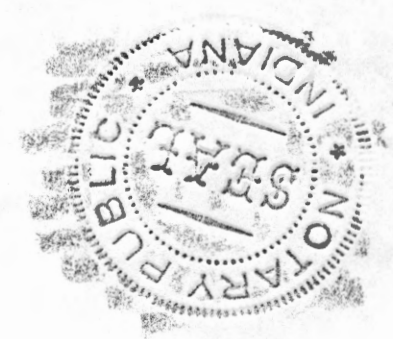
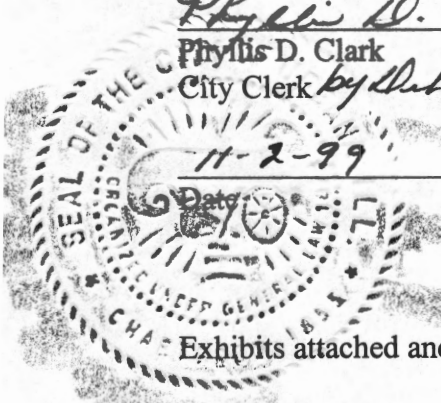
Phyllis D. Clark  
Phyllis D. Clark  
City Clerk *by Deborah J. Roberts*  
*Deputy Clerk*  
11-2-99  
Date

Gary D. Arington  
Notary Public  
GARY D. ARINGTON  
10-7-99  
Date

MY Commission Expires 6-24-2000

Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Descriptions
- Exhibit B: Location Map



99R35186  
99R35186

Exhibit A

Legal Description of Tracts

TRACT A:

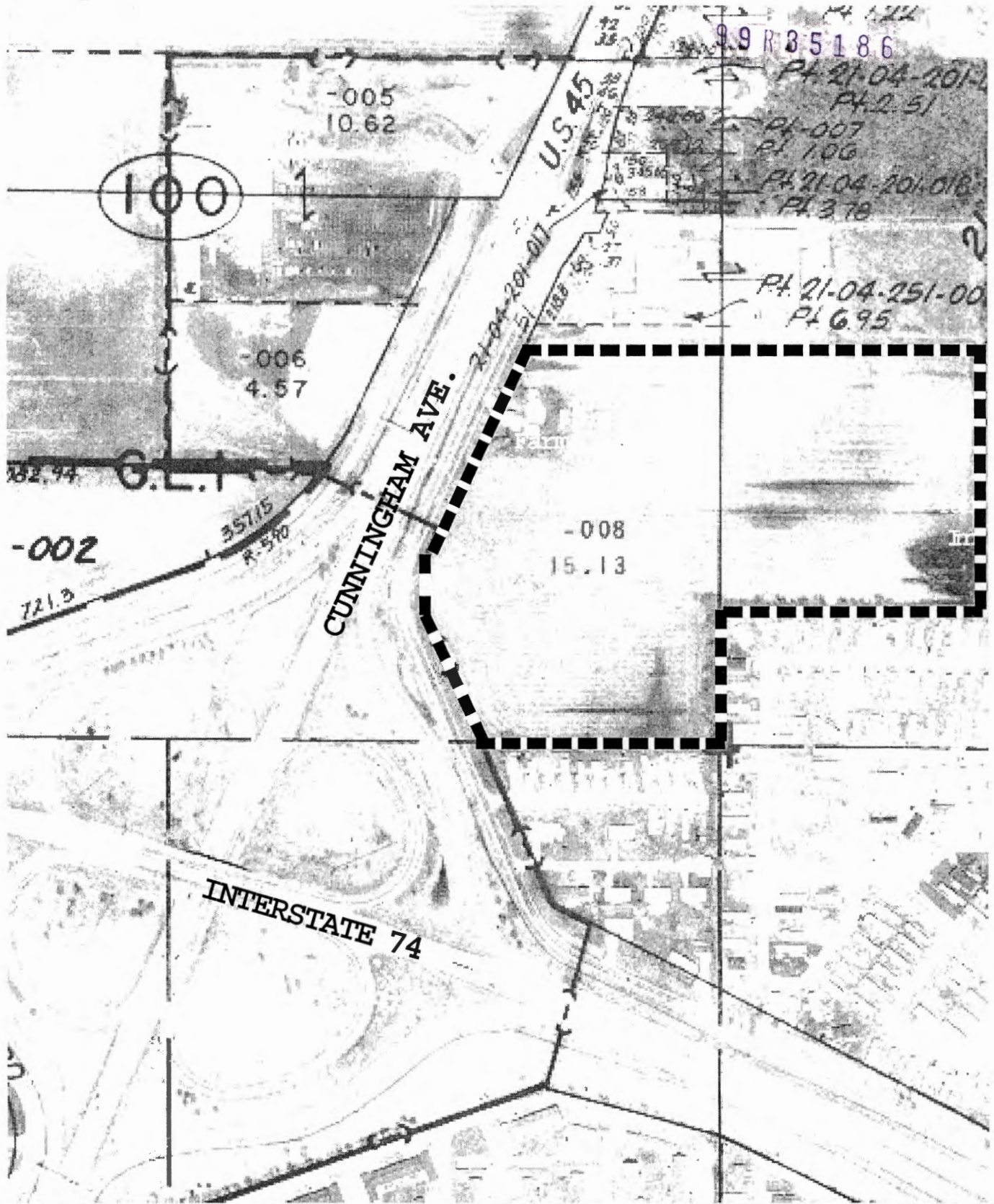
The north 60 rods of the West half of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), except the North 4 acres thereof in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois.

TRACT B:

The Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), lying East of the Route 45 and Highway I-74, except the North 3 acres thereof, in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois.



99R35186



**Pickerill Property  
Exhibit B**



99R33281

1200  
300  
1500

4

**Recording Cover Sheet**

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL

AFFIDAVIT OF MAILING NOTICE OF INTENT TO ANNEX  
TERRITORY TO THE CITY OF URBANA (2302 N.  
CUNNINGHAM AVENUE/30-21-04-251-002 AND  
30-21-04-100-008)

'99 NOV 19 PM 3 42

*Barbara A. Dracca*  
RECORDER

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

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

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

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF CHAMPAIGN            )

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

That she 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 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), 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 "Exhibit A"; and that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of Carroll Fire Protection District to the City of Urbana, Illinois, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postpaid to each of the Trustees of Carroll Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 2nd day of November, 19 99, by this Affiant, at the Post Office in the City of Urbana, Illinois, being more than ten (10) days prior to the time mentioned in said notice as the time at which the Council of the City of Urbana would take action on the proposed Ordinance of Annexation; and

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

Phyllis D. Clark  
City Clerk *by Robert J. Roberts*  
City of Urbana *Deputy Clerk*

Subscribed and sworn to before me this

2nd day of November, 19 99.

Elaine Taylor  
Notary Public

CITY OF URBANA  
I certify this is a true copy of the Affidavit I recorded in the Recorder's Office, Champaign County, Illinois, on the 19th day of November, 1999.  
Phyllis D. Clark  
Phyllis D. Clark, City Clerk



99R33281

99R33281

**EXHIBIT A**

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

**TO:**

Paul Tatman  
3103 Tatman Court, Suite 104  
Urbana, IL 61802

Maurice M. Schiff  
303 Carrie Avenue  
Urbana, IL 61802

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

David Lemke  
1781 Independence  
Urbana, IL 61802

**Urbana Township Board of Trustees**

and

Dennis Collins  
**Urbana Township Commissioner of Highways**  
2312 E. Perkins Road  
Urbana, IL 61802

and

T. E. Harnsberger  
2104 E. Barnes  
Urbana, IL 61802

Robert Venable  
1912 Kenneth Street  
Urbana, IL 61802

Glen Mueller  
2408 E. Airport Road  
Urbana, IL 61802

**Tustees of Carroll Fire Protection District**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 5/7-1-13 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-13), that the Council of the City of Urbana, Illinois, will consider passage of an Ordinance annexing the following described territory to the City of Urbana:

99R33281

99R33281

**The North 60 rods of the West Half of the SW ¼ of the NE ¼, except the North 4 acres thereof, in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois containing 11 acres more or less,**

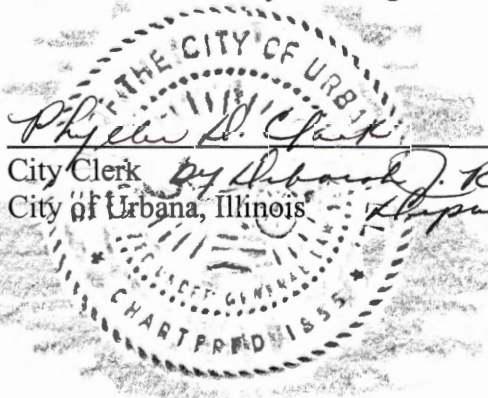
**and,**

**The Southeast ¼ of the Northwest ¼, lying East of Route 45 and Highway I-74, except the North 3 acres thereof, in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, containing 15.3 acres more or less,**

**Containing in all 26.3 Acres and all situated in Champaign County, Illinois**

commonly known for reference as **2302 N. Cunningham Avenue**, Urbana, Illinois, and further referenced as Champaign County permanent parcel numbers **30-21-04-251-002 and 30-21-04-100-008**. Said territory lies within the boundaries of Carroll Fire Protection District and the Urbana Township, and is contiguous to the City of Urbana, Illinois.

Notice is further given that the Council of the City of Urbana will vote on an Ordinance annexing said territory to the City at its regular meeting **November 15, 1999** at 7:30 p.m. in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois.

  
*Phyllis D. Clark*  
City Clerk  
City of Urbana, Illinois  
*By Deborah J. Roberts*  
Deputy Clerk

**FILED**

NOV 02 1999

Phyllis D. Clark  
City Clerk

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

The Petitioner, **Pickerill Family Trust** , respectfully states under oath:

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

**The North 60 rods of the West Half of the SW ¼ of the NE ¼, except the North 4 acres thereof, in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois containing 11 acres more or less,**

**and,**

**The Southeast ¼ of the Northwest ¼, lying East of Route 45 and Highway I-74, except the North 3 acres thereof, in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, containing 15.3 acres more or less,**

**Containing in all 26.3 Acres and all situated in Champaign County, Illinois**

Commonly known as **2302 N. Cunningham Avenue** and also identified as Parcel Index Numbers **30-21-04-251-002 and 30-21-04-100-008.**

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

3. At least fifty-one percent (51%) of all electors residing in said Tract have signed this petition.

**RECEIVED**

OCT 18 1999

**COMMUNITY  
DEVELOPMENT**

**PETITIONER RESPECTFULLY REQUESTS:**

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the Urbana City Council on September 7, 1999 as Ordinance No. 1999-09-089 and approved by the Mayor of the City of Urbana.

Dated this 7<sup>th</sup> day of October, 1999



**PETITIONER:**

Rebecca L. Watz  
Pickerill Family Trust

Subscribed and sworn to before me this

7<sup>th</sup> day of October, 1999

Gary D. Arington  
NOTARY PUBLIC  
Gary D. Arington

My commission expires: 6-24-2000