



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

memorandum

TO: Laurel Lunt Prussing, Mayor

FROM: Elizabeth H. Tyler, AICP, Director, Community Development Services

DATE: April 10, 2008

SUBJECT: An Annexation Agreement between the City of Urbana and Illinois Power Company (AmerenIP) for a 7.94 acre tract of land located at 3010 E. Windsor Road. (Plan Case 2006-A-08)

Introduction

Over the past few years, the City of Urbana has been undertaking a number of minor annexations to incorporate wholly surrounded tracts within the City and to adjust the corporate boundaries in order to provide for improved emergency response. The subject site contains an AmerenIP substation and is a “gap tooth” along the southeastern edge of the City. By annexing the subject site, all of the properties along the north side of Windsor Road will be located within the City limits, providing for more coherent emergency response by providers. In addition, the subject annexation provides an opportunity to gain dedication of additional right-of-way along this section of Windsor Road. AmerenIP have been responsive to the City’s request to annex the subject project by agreeing to enter into an annexation agreement with the City (Memorandum Exhibit “A” Draft Ordinance with attached Annexation Agreement). This agreement provides for the desired right-of-way and allows AmerenIP its continued use of the site by means of a special use permit. The annexation agreement also allows for continued security at the site, but does not impose any additional requirements with respect to screening or fencing.

In 1974, Illinois Power Company gained approval by the Champaign County Zoning Board of Appeals to construct an electrical substation at the subject site more commonly referred to as 3010 East Windsor Road. At the suggestion of the City, Illinois Power Company (AmerenIP) has now requested annexation of this 7.94 acre tract of land that is currently being used as an electrical substation on the north side of Windsor Road and about 500 feet west of High Cross Road (Memorandum Exhibit “B” Location Map). The current Champaign County zoning designation for the site (known as Tract “A”) is AG-2, Agriculture. The Urbana Zoning Ordinance Table IV-1 calls for direct conversion of property zoned County AG-2 to City AG zoning upon annexation. The annexation agreement includes the provision for a special use permit to allow the existing use of an electrical substation on the site as well as a dedication of right-of-way for Windsor Road. Under Section XI-14 of the Urbana Zoning Ordinance, the City Council may grant the special use permit through an annexation agreement without the need for a separate public hearing or recommendation by the plan commission.

Description of the Area

The site is located at 3010 East Windsor Road, on the north side of Windsor Road approximately 500 feet west of High Cross Road. Immediately to the south across Windsor Road is the A & E Animal Hospital and undeveloped farmland. To the north and west is a portion of the Stone Creek golf course, and to the east lies an undeveloped commercial tract that is zoned for B-3, General Business use according to the 2008 Official Zoning Map .

The following is a summary of surrounding zoning and land uses for the subject site:

Zoning and Land Use Table

	Zoning	Existing Land Use	Future Land Use per 2005 Comprehensive Plan
Site	County AG-2, Agriculture	Electrical Substation	Residential
North	City R-2, Single-Family Residential	Golf Course	Residential
South	County AG-2, Agriculture	Agricultural	Residential
	City R-3, Single/2- family Residential	Animal Hospital & Duplex	Residential
West	City R-2, Single-Family Residential	Golf Course	Residential
East	City B-3, General Business	Undeveloped / Vacant	Community Business

Issues and Discussion

Proposed Use

The proposed use would remain as an electrical substation. Zoning would be a direct conversion from the County AG-2 to City AG, Agricultural. A Special Use Permit is required as part of the agreement to allow the proposed use within the City AG zoning district. This Special Use Permit may be granted by the City Council as a part of the annexation agreement.

Annexation Agreement

The annexation agreement is attached to this memorandum. The draft agreement outlines obligations by both the Owner and the City. Annexation agreements are to be reviewed and approved by the City Council, and by state law the Council must hold a public hearing on the matter. In addition, a Special Use Permit would be granted by the City Council under the agreement.

Annexation Agreement Provisions

The attached agreement outlines a variety of provisions for the property to be annexed. In addition to the provisions for zoning designations, the following provisions are highlighted:

- The property owner agrees to Dedicate approximately 55 feet of right-of-way along the north side of Windsor Road to the City for future road widening. This dedication is set forth in the Legal Description of Right-of-Way Dedication (Exhibit “C” of the Annexation Agreement) and graphically depicted in the Map of Right-of-Way Dedication (Exhibit “D” of the Annexation Agreement).
- The City agrees to grant a Special Use Permit to allow an electrical substation on the site. As part of the Special Use Permit, the property owner has agreed to the following conditions:
 1. Continue to adhere to the Site Plan, Landscape Plan, and the drainage pattern set forth in the “County SUP”, the Special Use Permit approved by the Champaign County Zoning Board of Appeals in Case #55-S-74, Illinois Power Company, Urbana Twp., Section 22. Special Use to Construct an Electrical Substation on October 10, 1974, and not alter them without amendment to the City Special Use Permit.
 2. Agrees to maintain the six (6) ft chain link fence with the forty-five degree (45°) three (3) strand barbwire extension as approved and shown in the original County SUP approved in 1974.

The La Salle National Bank Criteria

In the case of La Salle National Bank v. County of Cook (the “La Salle” case), the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. Each of these factors will be discussed as they pertain to a comparison of the existing zoning with that proposed by the Petitioner.

1. The existing land uses and zoning of the nearby property.

This factor relates to the degree to which the existing and proposed zoning districts are compatible with existing land uses and land use regulations in the immediate area.

The proposed direct zoning conversion for the tract would be consistent with the existing use of the tract.

The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-6 of the Urbana Zoning Ordinance in that the use of an electrical substation:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare;

- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.. The proposed zoning is compatible with the existing land uses and regulations in the area.

2. *The extent to which property values are diminished by the restrictions of the ordinance.*

Since this will be a direct conversion of the zoning from a County agricultural zoning district to a similar zoning district within the City, any additional restrictions would be minimal and not expected to negatively impact the value of the property nor it's use to the owner.

3. *The extent to which the ordinance promotes the health, safety, morals or general welfare of the public.*

4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

Questions 3 and 4 apply to the current zoning restrictions: do the restrictions promote the public welfare in some significant way so as to offset any hardship imposed on the property owner by the restrictions?

The proposed ordinance will allow the property to continue to contribute to the welfare of the community by providing continuity in electrical service that could be negatively impacted by the removal of the electrical substation. It is not anticipated to negatively impact the public health, safety and welfare of the community or neighboring properties, nor to cause a hardship on adjoining properties now used for residential and agricultural uses. By annexing to the City, a more coherent boundary will be provided for provision of emergency services, which will be of benefit to the public.

5. *The suitability of the subject property for the zoned purposes.*

The issue here is whether there are certain features of the property which favor the type and intensity of uses permitted in either the current or the proposed zoning district. The current use of the property would not change and the required criteria for granting of the Special Use Permit would still apply.

6. *The length of time the property has been vacant as zoned, considered in the context of land development, in the area, in the vicinity of the subject property.*

Another test of the validity of the current zoning district is whether it can be shown that the property has remained vacant for a significant period of time because of restrictions in that zoning district. Because this property is currently fully developed, this criteria does not apply.

Summary of Findings

1. The proposed agreement would provide for an improved City boundary which will help to benefit emergency response providers.
2. The proposed agreement would provide for additional desired right-of-way along the north side of Windsor Road.

3. The proposed agreement would allow for continuation of the existing use, through means of a Special Use Permit, that is reflective of previous approvals by Champaign County.
4. The proposed annexation agreement requires the continued maintenance of the chain-link and barbed wire fence surrounding the property, consistent with previous approvals.
5. The continuation of the existing use would not be detrimental to the public health, safety or general welfare.
6. The proposed rezoning appears to generally meet the LaSalle Case criteria as discussed above.

Options

The City Council has the following options. The City Council may:

- a. Approve the Annexation Agreement.
- b. Approve the Annexation Agreement, with modifications if agreed to by the Owner/Developer.
- c. Deny the Annexation Agreement.

Recommendation

Staff recommends that the City Council **APPROVE** the proposed annexation agreement and special use permit as presented for the reasons articulated above.

Prepared by:

Ryan Brault, Redevelopment Specialist

Attachments:

- Exhibit A: Draft Ordinance with attached Annexation Agreement
Exhibit B: Location Map

Cc: Jason Zumwalt
Real Estate Agent
Ameren Services
P.O. Box 17070
Urbana, IL 61803-7070

ORDINANCE NO. 2008-04-025

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT
(3010 E. Windsor Road / Illinois Power Substation)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois, and Illinois Power Company 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 7.94 acres located on the north side of Windsor Road more commonly referred to as 3010 East Windsor Road, legally described as follows:

A part of the Southeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Tract "A"

Commencing at the Southeast corner of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian; thence, S 89° 10' 4" W along the South line of said Section 22, 452.51 feet for a true point of beginning, said point being the intersection of the South line of said Section 22 with the Westerly right-of-way line of the Norfolk and Western Railroad; thence S 89° 10' 14" W along said south line, 562.83 feet; thence N 00° 49' 46" W, 338.71 feet; thence N 89° 10' 14" E, 202.58 feet to the intersection with the Westerly right-of-way line of the Norfolk and Western Railroad; thence S 47° 37' 11" E along said right-of-way line 494.60 feet to the place of beginning, said tract containing 2.98 acres, more or less, situated in Champaign County, Illinois.

Tract "B"

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois lying South and West of the Southwesterly right-of-way line of the Norfolk and Western Railroad, except Tract "A". Said net tract containing 5.2 acres, more or less, situated in Champaign County, Illinois.

Except:

That portion of the Windsor Road right-of-way, lying within the above described tracts, containing 35,921 S.F., 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 these tracts:

That portion of the Windsor Road right-of-way, not previously annexed to the City of Urbana, lying adjacent to the herein annexed tracts, encompassing 25,530 S.F., more or less.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 21st day of April, 2008 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held on the matter of the proposed Annexation Agreement; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Philo Fire Protection District on the 15th day of March, 2008; and

WHEREAS, on the 21st day of April, 2008, the Urbana City Council held a public hearing on the proposed Annexation Agreement; 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. That the Annexation Agreement between the City of Urbana, Illinois, and Illinois Power Company, 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 _____ day of _____, 2008.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2008.

Laurel Lunt Prussing, Mayor

Annexation Agreement

(Illinois Power Company / 3010 East Windsor Road)

THIS Agreement is made and entered into by and between the **City of Urbana, Illinois**, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and **Illinois Power Company, d/b/a AmerenIP, an Illinois Corporation** (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

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

WHEREAS, Illinois Power Company is the Owner of record of certain parcels of real estate located at 3010 East Windsor Road, the legal description of which real estate is set forth in Exhibit "A" attached hereto and referenced herein as "the tract"; 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 tract is contiguous to the City of Urbana, and both the Owner and the City determine that annexation of the tract is in the best interest of all parties; and

WHEREAS, the City and the Owners find it necessary and desirable that the tract be annexed to the City with a zoning classification of AG, Agricultural, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the tract is currently operating as an "electrical substation" under an existing Special Use Permit approved by the Champaign County Zoning Board of Appeals in Case #55-S-74, Illinois Power Company, Urbana Twp., Section 22. Special Use to Construct an Electrical Substation on October 10, 1974; and

WHEREAS, the Corporate Authorities find annexation of the tract as described herein reflects the goals, objectives and policies set forth in the City's 2005 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 Owners desire to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, the Owners will benefit from improved emergency response services from the City to the tract.

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 OWNERS

The Owner agrees to the following provisions:

Section 1. Ownership and Annexation:

- (a) The Owner represents 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 tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the subject tract occurs, the Owners 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 Owners shall file such written agreement with the City Clerk within thirty (30) days of the signing of such.
- (b) The 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. The Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.

- (c) The Owner agrees that if the Owner fail 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 owner(s) 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 themselves, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2. Zoning: The Owner agrees to accept the direct conversion of Champaign County zoning to City of Urbana Zoning classification of AG, Agriculture, as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation. Furthermore, the Owner agrees to abide by all applicable development regulations at the time of annexation.

Section 3. Special Use Permit: The electrical substation existing on the subject site was constructed pursuant to Champaign County Permit Number 55-S-74, approved by the Champaign County Zoning Board of Appeals on October 10, 1974, which incorporated approval of a Site Plan dated July 12, 1974, a Landscape Plan dated August 5, 1974, and a drainage pattern in a Soil Conservation District Report of August 18, 1974, hereafter "County SUP". It is understood that the parties hereto agree to the uninterrupted continuance of the existing electrical substation by substituting a Special Use Permit granted by the City for the "County SUP", with the understanding that the City Special Use Permit shall carry forth the same conditions as were imposed in the "County SUP", except the condition regarding the prohibition of vehicles on the site over night, and thus the owner agrees that it shall:

Continue to adhere to the Site Plan, Landscape Plan, and the drainage pattern set forth in the "County SUP" and not alter them without amendment to the City Special Use Permit.

Agrees to maintain the six (6) ft chain link fence with the forty-five degree (45°) three (3) strand barbwire extension at the location shown on the said Site Plan.

Section 4. Right of Way Dedication: The Owner agrees to dedicate approximately 55 feet of right-of-way along the north side of Windsor Road to the City as set forth in the Legal Description of Right-of-Way Dedication Exhibit “C” and graphically depicted in the Map of Right-of-Way Dedication Exhibit “D” attached hereto.

Section 5. Building Codes: The Owner agrees to cause all new development, construction, remodeling or building additions on said tracts to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes. The Owner agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay the building permit fee.

Section 6. Amendments: The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owner and the City. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

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

Section 2. Zoning: The Corporate Authorities agree that the tract will be zoned AG, Agricultural, in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation and as defined in the City of Urbana Zoning Ordinance as such exists at the time of annexation of tract. The Corporate Authorities agree that all applicable development regulations existing at the time of construction will apply to said tract.

Section 3. Special Use Permit: The Corporate Authorities agree to grant a Special Use Permit to allow the Owners to continue an existing electrical substation use on the subject property under the “Electrical Substation” land use category in the AG, Agriculture Zoning District, subject to the conditions specified in Article I, Section 3. Furthermore, the Corporate Authorities agree that the Site Plan, Landscape Plan and drainage pattern referenced in Article I, Section 3 of this agreement, as they exist on the date hereof, are appropriate. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-6 of the Urbana Zoning Ordinance in that the use of an electrical substation:

- a. will be conducive to the public convenience at this location;

- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

ARTICLE III: GENERAL PROVISIONS

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

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners, his/her (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 term of this Agreement unless specific terms are expressly made binding beyond the term 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 Owners as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

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

Section 4. Enforcement: The Owners and Corporate Authorities agree and hereby stipulate that either 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 Owners, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Severability: If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date: The Corporate Authorities and Owners 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 Owners 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:

Laurel Lunt Prussing, Mayor

Date

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

Exhibit A: Legal Description of Tracts

Exhibit B: Location Map

Exhibit C: Legal Description of Right-of-Way Dedication

Exhibit D: Map of Right-of-Way Dedication

Exhibit "A"
Legal Description

Exhibit "B"
Location Map

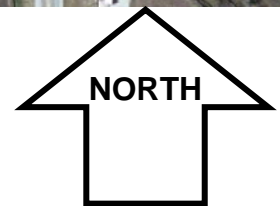
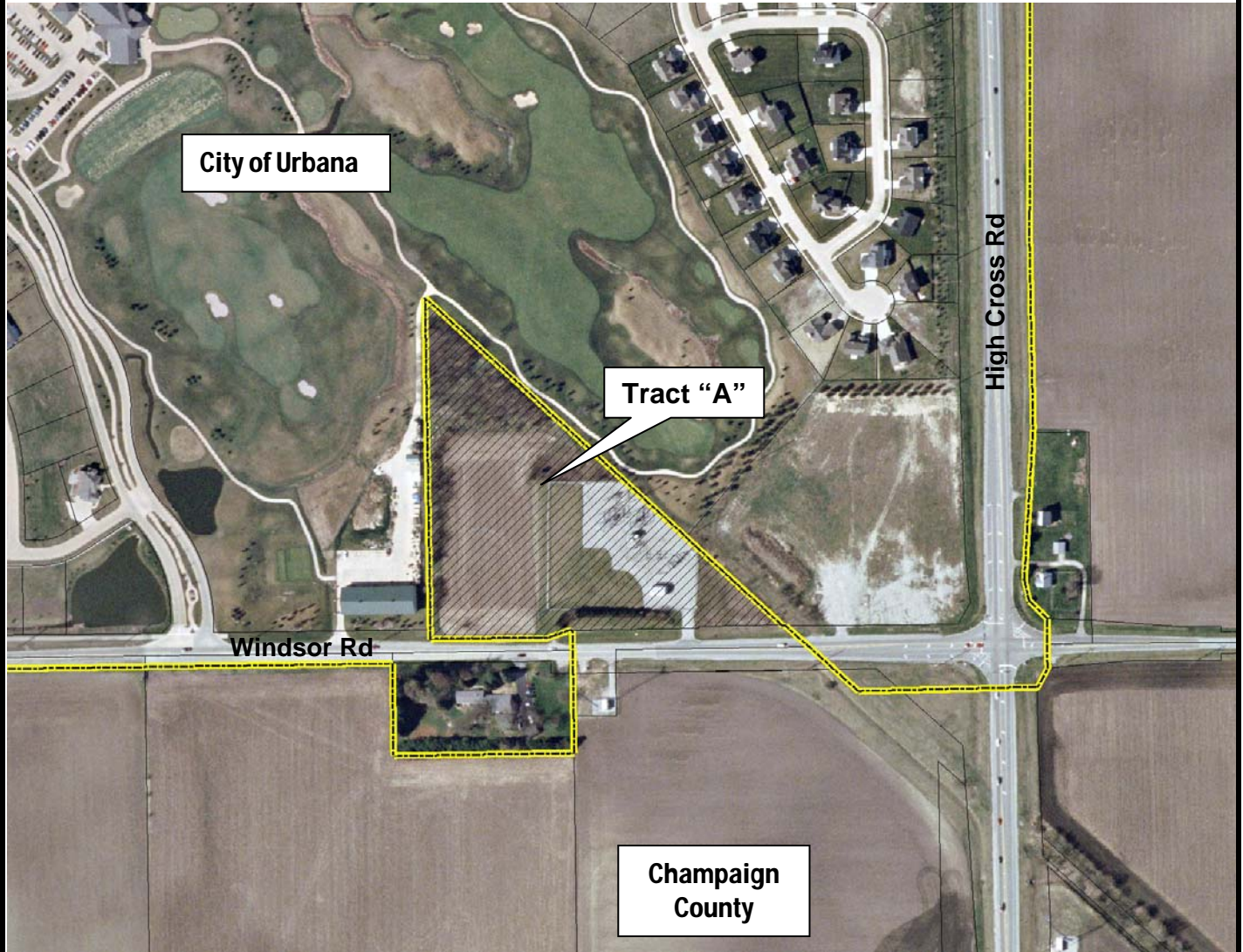
Exhibit "C"
Legal Description of Right-of-Way Dedication

Exhibit "D"
Map of Right-of-Way Dedication

3010 East Windsor Road (Ameren)

Aerial Map

Exhibit "B"



Plan Case 2006-A-09:

An Annexation Petition for a legal tract totaling 7.94 acres of land.

Petitioner: Ameren-IP

Location: North side of Windsor Road approximately 372 feet west of High Cross Road (IL 130) at the southeast corner of the City of Urbana

Prepared 3/27/08 by Community Development Services - RLB

Tract "A" = Parcel to be annexed

City Limits 