



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Laurel Lunt Prussing

FROM: Elizabeth H. Tyler, Ph.D., FAICP, Community Development Director

DATE: March 13, 2017

SUBJECT: **Plan Case 2017-A-01:** Annexation Petition for 2912 East Main Street

Introduction and Background

The City of Urbana has received the attached petition from the Urbana & Champaign Sanitary District (UCSD) to annex a 14,592-square foot parcel addressed as 2912 East Main Street (Exhibit A). The petition (Exhibit B) fulfills a requirement of an annexation agreement between the City of Urbana and the UCSD approved on March 6, 2017, in Ordinance No. 2017-03-012. Should the annexation of the subject property be approved, the effective date of the annexation would be at noon on March 30, 2017.

Discussion

The subject property is a 14,592-square foot parcel located along the north side of East Main Street between Pfeffer Road and East University Avenue. The property is currently contiguous to the City of Urbana and has been the site of the UCSD's East Main Street sanitary sewage pump station since 1970. The UCSD initially operated the station under a utility easement and then purchased the subject property in 2016.

The annexation agreement (Exhibit C) requires that the UCSD petition the City to annex the land within ninety (90) days of the adoption of the agreement. The UCSD has initiated the annexation petition process; legal notice has been published and officials of the Edge-Scott Fire Protection District and Urbana Township have been notified as required.

The property would be annexed with a zoning designation of IN-1, Light Industrial/Office, which is consistent with the zoning district to the east, would permit the pump station as an allowable use, and is generally consistent with the City of Urbana 2005 Comprehensive Plan.

As this property is owned by the Urbana & Champaign Sanitary District, a tax-exempt entity, its annexation would not provide additional tax revenue. However, the subject property is not expected to have a significant demand for services from the City.

Recommendation

Staff recommends that the Committee of the Whole forward this petition and ordinance to the March 20, 2017, City Council meeting with a recommendation for approval (Exhibit D). The annexation would become effective March 30, 2017.

Attachments: Exhibit A: Location & Aerial Map
 Exhibit B: Annexation Petition
 Exhibit C: Approved Annexation Agreement and Ordinance

cc: Rick Manner, UCSD (Applicant)
 Mike McCormick; Erwin, Martinkus & Cole, Ltd (Applicant's Representative)

ORDINANCE NO. 2017-03-013

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF URBANA

(2912 E. Main Street / Urbana & Champaign Sanitary District)

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, is part of the Edge-Scott 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 Clerk, Supervisor, and Commissioner of Highways, said notices being mailed on March 10, 2017, that this Ordinance would be voted upon at the regular meeting of this Council at March 20, 2017, and the affidavit of mailing such notices will be duly recorded with the Recorder of Deeds of Champaign County, Illinois, and

WHEREAS, a written petition signed by all of the Owners of Record and at least fifty-one percent (51%) of the electors residing therein, of all land within such territory, has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, the City Council passed Ordinance No. 2017-03-12 approving and authorizing the execution of an annexation agreement; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within Champaign County's AG-2 Single Family Residence zoning district and upon annexation will be classified upon annexation as City of Urbana IN-1 Light Industrial/Office, in accordance with the above-referenced annexation agreement; and

WHEREAS, said petition complies with all requirements of the law; 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.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. The following described territory be and the same is hereby annexed to the City of Urbana, Illinois:

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

Outlot 3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois.

Said annexation containing 14,591.5129 S.F. (0.335 acres), more or less, all situated in Urbana Township, Champaign County, Illinois.

commonly known for reference as 2912 East Main Street, Urbana, Illinois, and identified as permanent index number 30-21-15-226-005.

Section 2. The City Clerk is authorized and directed to record a certified copy of this Ordinance, together with an accurate map of the territory herein above described, in the Office of the Recorder of Deeds and in the Office of the County Clerk and County Election Authority of Champaign County, Illinois.

Section 3. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of the City of Urbana, Illinois, are hereby amended to classify the territory herein annexed as IN-1 Light Industrial/Office upon annexation in accordance with an annexation

agreement approved and authorized on March 6, 2017 by Ordinance No. 2017-03-12.

Section 4. The territory annexed herein is assigned to City of Urbana Ward 6.

Section 5. To avoid uncertainty regarding public safety responsibilities concerning the property herein annexed, this Ordinance shall take effect at noon on the 10th day following its passage by the Urbana City Council.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the corporate authorities (5 of 8 votes) of the City of Urbana, Illinois, at a meeting of said corporate authorities.

AYES:

NAYS:

ABSENT:

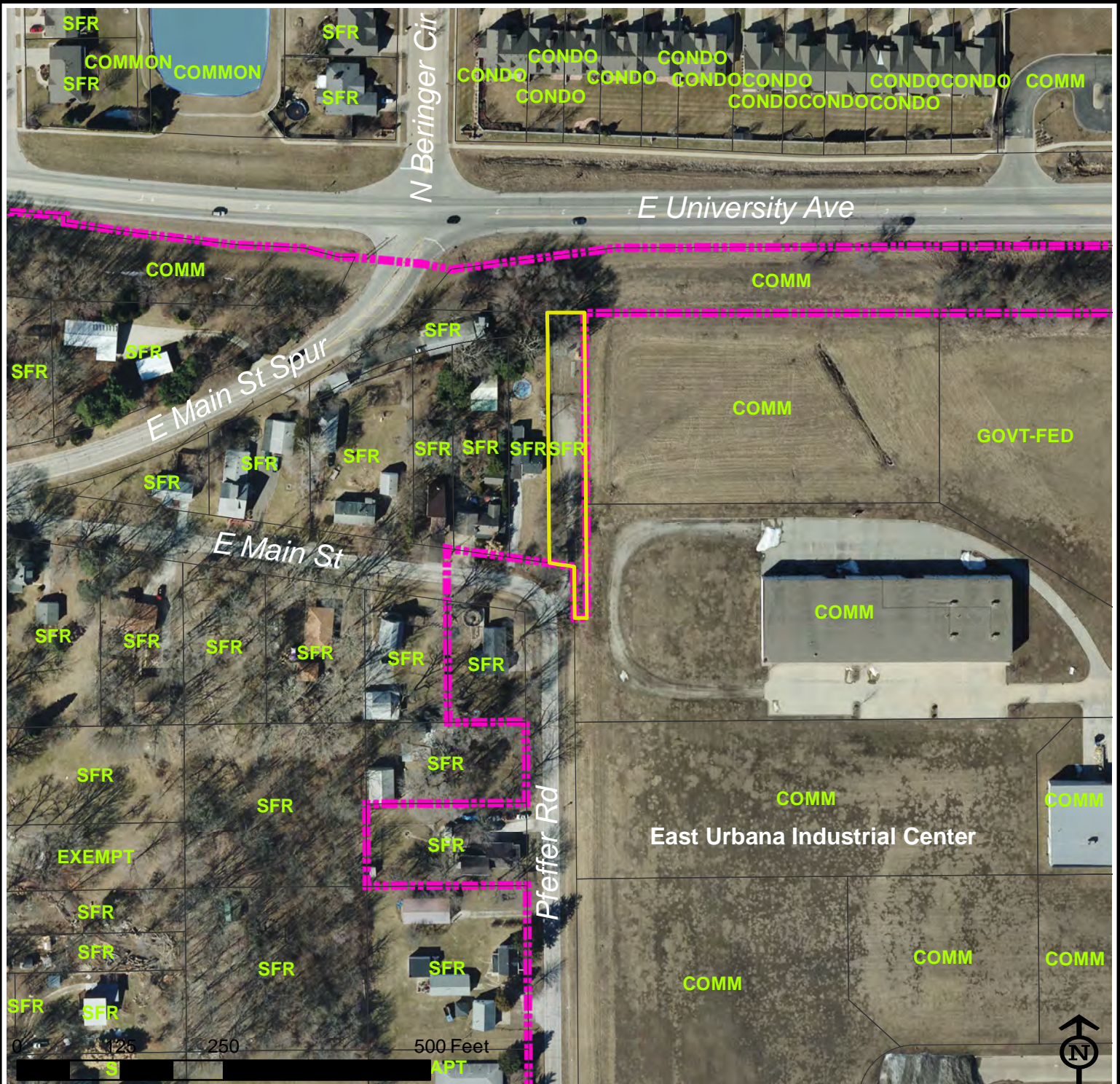
ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor

Exhibit A: Location & Existing Land Use Map



Case: 2016-A-02 & 2297-M-16
 Subject: Annexation Agreement & Rezoning
 Location: 291 East Main Street
 Petitioner: Urbana & Champaign Sanitary District

 Subject Property

Exhibit B: Annexation Petition



Petition for Annexation

ANNEXATION

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed 02-23-2017 Annexation Case No. 2017-A-01

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): Urbana & Champaign Sanitary District Phone: 217- 367-3409
Address (street/city/state/zip code): 1100 E. University Avenue, Urbana, IL 61802
Email Address: rmanner@u-csd.com
Property Interest of Applicant(s) (Owner, Contract Buyer, etc.): Owner

2. OWNER INFORMATION

Name of Owner(s): Same as Applicant Phone: Same as Above
Address (street/city/state/zip code): Same as Above
Email Address: Same as Above
Is this property owned by a Land Trust? Yes No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: 2912 E. Main Street, Urbana, IL 61802
PIN # of Location: 30-21-15-226-005
Lot Size: .34 acres more or less ; 14,592 square feet
Current Zoning Designation: R-2 Single Family
Proposed Zoning Designation: IN 1 - Light Industrial / office
Current Land Use (vacant, residence, grocery, factory, etc): UCSD Pump Station and related activities
Proposed Land Use: Same
Present Comprehensive Plan Designation: Residential
Legal Description (If additional space is needed, please submit on separate sheet of paper):
Outlot3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois

Exhibit B: Annexation Petition

To the City Council of the City of Urbana

Champaign County, Illinois

The Applicant, Urbana & Champaign Sanitary District; respectfully states under oath:

That I, Rick Manner, Executive Director (*applicant*), am either the sole owner or am authorized by the owner(s) of record of the following legally described land (hereinafter sometimes referred to as the "Tract"), except any public right-of-way property wit: (*Insert Legal Description*)

Outlot3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois

All situated in Champaign County, Illinois.

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 parcel:

Not applicable

Also known for reference as 2912 East Main Street Urbana, Illinois,
(*street address*)

having permanent identification number (PIN) 30-21-15-226-005 .

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

That at least fifty-one percent (51%) of any and all electors (registered voters) residing in said Tract have signed this petition.

Exhibit B: Annexation Petition

APPLICANT(S) RESPECTFULLY REQUESTS:

1. That the above described Tract(s) be annexed to the City of Urbana by Ordinance of the Mayor and City Council of the City of Urbana, pursuant to Section 7-1-8 of Chapter 24 of the Illinois Municipal Code of the State of Illinois, as amended.
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the City Council on March 6, _____, 20 17 as Ordinance No. _____ and approved by the Mayor of the City of Urbana.

NOTE: *All property owners must sign this annexation petition. In the case of corporate ownership, the person(s) signing must be authorized to do so by the corporation board.*

Dated this 15th day of February, 20 17

OWNER(S):

By: Rob Manner

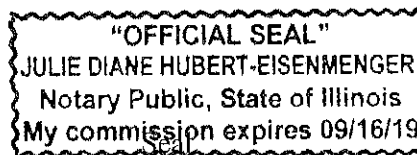
By: _____

By: _____

By: _____

Subscribed and sworn to before me this 15th day of February, 20 17.

Julie Diane Hubert-Eisenmenger
Notary Public



My Commission Expires: 16th day of September, 20 19.

Exhibit B: Annexation Petition

The undersigned, being electors (registered voters) residing in said Tracts, respectfully state under oath:

1. I am currently registered to vote in Champaign County, Illinois and currently reside in said Tracts.
2. I have read and understand the petition to annex said Tracts and hereby and herewith join in the petition for annexation of said Tracts to the City of Urbana.

ELECTORS:

<u>SIGNATURE</u>	<u>ADDRESS (PLEASE PRINT)</u>
1. <u>(None)</u>	_____
2. _____	_____
3. _____	_____

COUNTY OF CHAMPAIGN)
) SS
 STATE OF ILLINOIS)

I, _____, Notary Public in the aforesaid County and State, do hereby certify that each of the persons who signed this petition personally appeared before me and acknowledged that they signed the said petition as their free and voluntary act for the uses and purposes set forth therein.

 Notary Public

Seal

My Commission expires the _____ day of _____, 20_____.

Exhibit C: Approved Annexation Agreement and Ordinance

Annexation Agreement

This Annexation Agreement is made between the City of Urbana, Illinois ("Urbana") and Urbana & Champaign Sanitary District, (the "Owner"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. The Property.

The Owner is the owner of record of the real property commonly known as 2912 East Main Street, Urbana, Illinois, having permanent index number 30-21-15-226-005, consisting of approximately 0.338 acres in unincorporated Champaign County (the "Property"). Exhibit A legally describes and shows a true and accurate location map of the Property.

2. Annexation.

- A. The Owner and Urbana shall take all actions necessary or appropriate to cause the Property to be validly annexed to Urbana as provided in this agreement and pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended. The Property is contiguous to Urbana and may be immediately annexed.
- B. The Owner hereby waives all rights to disconnect the Property from Urbana during the term of this agreement.

3. Zoning.

- A. Classification. Upon passage of the ordinance annexing the Property to Urbana, Urbana shall classify the Property as part of the IN-1, Light Industrial/Office zoning district to allow its continued use for public utility purposes. Urbana shall not rezone the Property during the term of this agreement except upon a written amendment to this agreement.
- B. Ordinance amendments. Urbana reserves the right to amend the Urbana City Code and the Urbana Zoning Ordinance even if such amendment affects the Property.
- C. Rezoning. The Owner shall not petition for Champaign County rezoning of the Property without a written amendment to this agreement.

4. Owner's duties.

The Owner shall have the following duties:

- A. Before annexation. At all times prior to annexation, the Owner shall have the following duties:
 - (1) Compliance with law. Except as otherwise provided in this agreement, the Owner shall use the Property in compliance with all applicable federal and state laws and all Urbana zoning and building codes and regulations in effect on the effective date of this agreement or an amendment thereto, except to the extent that any requirement has been waived or adjusted in an existing Intergovernmental Agreement or similar instrument.
 - (2) Construction. The Owner shall cause construction of any improvements to the Property to comply with all applicable building and zoning codes, rules, regulations, orders, and other requirements of Urbana.

Exhibit C: Approved Annexation Agreement and Ordinance

- B. After annexation. At all times after annexation, the Owner shall have the following duties:
- (1) Zoning designation. The Owner shall comply with all applicable provisions of the Urbana Zoning Ordinance, including those relating to non-conforming structures and uses. The Owner shall accept the Urbana IN-1 Light Industrial/Office zoning classification, as provided for in the Urbana Zoning Ordinance, as amended.
 - (2) Code compliance. The Owner shall comply with all Urbana ordinances in effect unless expressly waived or varied in this agreement. The Owner shall cause all new development, construction, or additions on the Property to comply with any, and all codes, rules, regulations, orders, and other requirements of Urbana, except to the extent that any requirement has been waived or adjusted in an existing Intergovernmental Agreement or similar instrument. The Owner shall submit all building construction plans to Urbana for review and shall pay all applicable building permit fees.
 - (3) Easement. The Owner agrees to execute the easement attached as Exhibit C.

5. Urbana's duties.

Urbana shall annex the Property in accordance with the terms and conditions set forth in this agreement. Urbana shall enact all ordinances and resolutions necessary to effectuate this agreement.

6. Owner's representations.

The Owner represents to Urbana as follows:

- A. Authority. The person signing this agreement on behalf of the Owner has been authorized and empowered to enter into this agreement by and on behalf of such Owner and that this agreement is a legal, valid, and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.
- B. Petition for annexation. The Owner shall, within ninety (90) days of the approval of this agreement, cause the tract to be annexed to the City of Urbana by filing with Urbana a written petition signed by the Owner and all electors residing on the Property requesting annexation of the Property to Urbana and being in proper form to allow annexation of the Property pursuant to the Illinois Municipal Code, as amended.

7. Urbana's representations.

Urbana represents to the Owner as follows:

- A. Authority. The person signing this agreement on behalf of Urbana has been authorized and empowered to enter into this agreement by and on behalf of Urbana; and Urbana has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
- B. Public hearings. Prior to execution of this agreement, Urbana has held all public hearings required by law.

8. Term.

This agreement will be binding upon the parties and their respective successors and assigns for twenty (20) years commencing as of the effective date of this agreement. If any of the

Exhibit C: Approved Annexation Agreement and Ordinance

terms of this agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, or if Urbana files a court action to enforce this agreement, then, to the extent permitted by law, the period of time during which such litigation is pending will not be included in calculating the term of this agreement. The expiration of the term of this agreement will not affect the continuing validity of the zoning of the Property or any ordinance enacted by Urbana pursuant to this agreement.

9. Enforcement.

Any party, or the successor or successors in title of any party hereto, may either in law or in equity, by suit, action, mandamus, injunction, or other proceedings enforce, and compel performance of this agreement. Upon breach by the Owner, or the successor or successors in title of the Owner, Urbana may refuse the issuance of any permits or other approvals or authorizations relating to development of or construction on the Property.

10. Indemnification.

The Owner shall defend and indemnify Urbana from any and all claims arising from the Owner's construction activities under this agreement.

11. Entire agreement; amendments.

This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified or rescinded except by a writing signed by both parties.

12. Assignment.

The Owner's rights and privileges provided pursuant to this agreement are personal to the Owner and are not assignable or voluntarily transferable by the Owner without the express written consent of Urbana, which consent shall not be unreasonably withheld. Such consent will not constitute an amendment to this agreement and may be given without the requirement of notice or a public hearing, except as required by the Illinois Open Meetings Act. The Owner's obligations, undertakings, and guarantees specifically made in this agreement will continue in full force and effect and will not be affected insofar as Urbana is concerned by any sale, transfer, or assignment of any interest in any portion of the Property.

13. Notices.

Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Urbana: City of Urbana Planning Division Manager, 400 S. Vine Street, Urbana, Illinois 61801

Owner: Urbana & Champaign Sanitary District, P.O. Box 669, 1100 E. University Avenue, Urbana, IL 61803

14. Waiver.

The failure of either party to insist upon the strict and prompt performance of any term, covenant, or condition of this agreement will not be deemed to waive or to relinquish that party's right thereafter to enforce any such term, covenant, or condition unless the party's waiver is in writing.

15. Severability.

If any provision of this agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of

Exhibit C: Approved Annexation Agreement and Ordinance

competent jurisdiction, such provision will be deemed to be excised here from, and the invalidity thereof shall not affect any of the other provisions contained herein.

16. No presumption.

The parties have had full opportunity to review and to participate in the drafting of this agreement and all documents attached as exhibits. Accordingly, this agreement will be construed without regard to any presumption or other rule of construction whereby any ambiguities within this agreement would be construed or interpreted against the party causing the document to be drafted.

17. City Council approval.

This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

18. Covenant running with the land.

The terms of this agreement constitute a covenant running with the land and will inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, as to all or any part of the Property, and upon the successor municipalities of Urbana and the successor corporate authorities of each of them.

19. Recording of agreement.

Not more than thirty (30) days after the effective date of this agreement, Urbana shall record this agreement, or a suitable memorandum hereof, in the Champaign County Office of the Recorder of Deeds at the Owner's sole cost and expense.

20. Exhibits.

All exhibits and schedules attached to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

21. Third-party beneficiaries.

This agreement is made for the mutual benefit of the parties hereto and is not intended to confer any rights to any third party. No third party may bring any action to enforce any of the terms herein.

[Signature page follows]

Exhibit C: Approved Annexation Agreement and Ordinance

The duly authorized representatives of the Owner and Urbana are signing this agreement on the dates stated below their signatures.

Urbana & Champaign Sanitary District

City of Urbana, Illinois

By: *Diana Lenik*
Diana Lenik
President
Date:

By: *Laurel Lunt Prussing*
Laurel Lunt Prussing
Mayor
Date: *3/8/17*
Attest:

Phyllis Clark
Phyllis Clark
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that Diana Lenik, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument in her capacity as the duly authorized President of the Urbana & Champaign Sanitary District as her free and voluntary act, and the free and voluntary act of the Urbana & Champaign Sanitary District for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this *2nd* day of *March* 2017.

Theresa Marie Plotner
Notary Public

Attachments: Exhibit A: Legal Description
 Exhibit B: Location Map
 Exhibit C: Easement

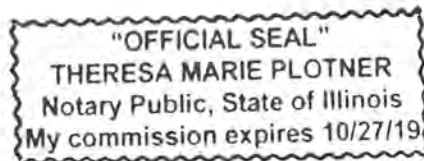


Exhibit C: Approved Annexation Agreement and Ordinance

EXHIBIT A: PROPERTY LEGAL DESCRIPTION & PLAT OF SURVEY

The Property is legally described as:

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

Outlot 3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois.

Said annexation containing 14,591.5129 S.F. (0.335 acres), more or less, all situated in Urbana Township, Champaign County, Illinois.



MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #2017-XX-XXX
 CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE: Xxxxx XX, 2017

AREA OF ANNEXATION	
EXISTING CITY LIMITS	
NEW CITY LIMITS	
RIGHT-OF-WAY LINE	
PROPERTY ADDRESS	2012
LOT NUMBER	416

ENGINEERING DIVISION

CITY ENGINEER/PUBLIC WORKS DIRECTOR

DRAWN BY: B.W.S. 1/26/2017
 CHECKED BY: W.B.G. 1/27/2017

Exhibit C: Approved Annexation Agreement and Ordinance

EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY

PERMANENT UTILITY EASEMENT

The Grantors, The Urbana Champaign Sanitary District, for and in consideration of One Dollar and other good and valuable consideration, herewith and hereby gives, grants and conveys unto the Grantee herein, THE CITY OF URBANA, a municipal corporation of the State of Illinois, a perpetual easement, privilege, right, and authority for use by public utilities to construct, reconstruct, repair and maintain their facilities upon, under and within a part of the real estate described as follows:

The northerly 10.00 feet of even and equal width of Outlot 3 in East Urbana Industrial Center Number 1 Subdivision, as recorded in Plat Book "BB" at Page 117 in the Recorder's Office of Champaign County, Illinois.

Said easement having an area of 450.00 square feet, more or less, all situated in Urbana Township, Champaign County, Illinois, and being as shown on the attached plat.

In consideration of the grant of the easement hereinabove contained and of payment thereof, the GRANTOR(S) and GRANTEE hereby agree as follows:

1. During the performance of the construction work, the GRANTEE, its contractors and agents and the public utilities locating facilities within the above described easement, shall have exclusive use of the permanent easement area as is necessary to the orderly and economical performance of the construction work.
2. The public utilities shall be constructed of such materials and maintained in such manner as the GRANTEE, or the public utility locating facilities within the above described easement, may deem suitable.
3. The GRANTEE, its contractor, or the public utility locating facilities within the above described easement, shall regrade all disturbed ground, so that the surface of the real estate above described shall be restored to a condition of safety and amenity, and shall remove from the above described real estate all surplus soil and debris resulting from any such construction work.
4. The GRANTOR(S) shall have all rights, now herein granted, to the ownership, use and occupation of the above described real estate, except that the GRANTOR(S) shall place no permanent building or structure over or within the permanent easement herein granted, in such a manner as to damage the public utilities, or restrict the use thereof, or deny the GRANTEE, or the public utility locating facilities within the above described easement, reasonable access thereto for the purpose of the use, repair, replacement, or maintenance thereof.
5. The GRANTEE will indemnify and save harmless the GRANTOR(S), their heirs, executors, administrators, and assigns, from any and every claim, demand, suit, damage, and payment thereof, in respect thereto, or in respect of any of them with reference to injury to persons or damage to property caused by any of the work performed by the GRANTEE under this grant, and will require its contractors, or the public utilities locating facilities within the above described easement, to so indemnify and save harmless the said GRANTOR(S), their heirs, executors, administrators, and assigns.

Exhibit C: Approved Annexation Agreement and Ordinance

EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY

6. The grant herein contained shall constitute a covenant which runs with the land and shall be binding upon the heirs, executors, administrators, and assigns of the GRANTOR(S) and the terms and conditions herein set forth shall be binding upon the GRANTOR(S) and the GRANTEE and the public utilities locating facilities within the above described easement.

IN WITNESS WHEREOF, the Grantor has executed this easement this 2d day of March, 2017 A.D.

BY: Diana Lenik

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Diana Lenik personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered such instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2 day of March, 2017 A.D.

Theresa Marie Plotner
Notary Public

Accepted on behalf of the City of Urbana.

BY: William R. Gray
William R. Gray
Public Works Director/City Engineer

Date: 3/7/17



Exhibit C: Approved Annexation Agreement and Ordinance

EXHIBIT B: EASEMENT LEGAL DESCRIPTION & PLAT OF SURVEY

