



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
Administrative Division

m e m o r a n d u m

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Elizabeth H. Tyler, AICP, Director

DATE: March 10, 2005

SUBJECT: Request for approval and authorization to execute an annexation agreement with Wendl, Inc. for a 20.76-acre parcel at 1901 South High Cross Road

Introduction

City staff have worked with the current owner of the subject site to prepare a draft annexation agreement for the 20.76-acre parcel containing Wendl's Restaurant and Sports Complex. The owner is desirous of making improvements to the property to promote its use more as a sit-down restaurant, rather than as a tavern/restaurant sports complex. The ball fields would remain in use, but there would be restrictions on the number and type of special events that could be held at the facility. Wendl's restaurant is bounded on the west by the Stone Creek Subdivision and by future planned residential development on the north and south. It is the owner's intent to promote usage of the site that will be compatible with surrounding residential uses. Annexation of the property would also allow for a higher level of police and fire protection for the site. The subject site represents a gap in the City's eastern boundary along High Cross Road. Its annexation would provide for a more logical corporate limit.

Background

The subject site is located on the west side of High Cross Road immediately adjacent to the Stone Creek Subdivision/Golf Course. It contains Wendl's restaurant and tavern, an outdoor beer garden area, and three ball fields. To the north of the site are agricultural uses that are proposed for residential and commercial uses (Diener Tract). To the south of the site is an area zoned R-5 (Medium High Density Multiple Family Residential), that is planned for mixed density residential uses.

The subject site is a part of a larger 76.74-acre parcel that was subject to an annexation agreement with the Arcola First National Bank in 1993. Pursuant to this previous agreement, only the northernmost 55.98 acres (more or less) were annexed. This area is now comprised of the 40-acre “Diener” tract south of Florida Avenue extended and a remainder piece directly north of the subject site. The subject site was subdivided in 1993 as Emergo First Subdivision, a one-lot subdivision.

Over the past several years, land use incompatibilities between the Wendl’s operation and the nearby Stone Creek Subdivision have resulted in resident complaints. In response to these complaints, the Atkins Group have planted an extensive buffer between their property and that of Wendl’s. The proposed Annexation Agreement provides limitations to the number and types of activities that have caused lighting and noise nuisances for nearby properties.

Discussion

Under the terms of the annexation agreement, the site would automatically convert from the current Champaign County zoning designation of B-4, General Business to the City’s designation of B-3, General Business. The proposed building remodeling project would be required to meet current City codes and to obtain building permits. Existing site improvements (parking, drainage, driveway entrance, etc.) would be allowed to remain in their current condition, subject to regular maintenance. However, any future upgrades or expansions of site improvements would be required to meet City regulations. The existing free-standing sign would be allowed to remain on the property and would not be subject to sunset provisions.

Any gathering of 50 or more persons in the outdoor portions of the site are defined in the Agreement as “Outdoor Amusement Events”. Such events must be restricted to the area shown in the exhibit attached to the Agreement and must obtain the permission of the Urbana Police Chief and Operations Supervisor in compliance with the City’s special events criteria. In no case shall such events include tractor pulls, demolition derbies, or other similar events that involve excessive revving of motors or noise impacts. No more than two outdoor amusements events shall be held in each calendar year. The Owner has also agreed to extinguish all exterior lighting by 11:00 p.m. each evening, unless expressly allowed for an outdoor amusement event.

As a financial incentive for completion of the proposed restaurant improvement, the agreement contains provision for a rebate of the difference in annexed versus unannexed real estate taxes for a period of up to four years.

Other provisions contained in the Annexation Agreement include creation of a Class A liquor license for continued use by the expanded restaurant and tavern at the site.

Benefits to the City of the proposed Annexation Agreement include the ability to better control land use compatibility issues between the use and nearby residential areas that are already located within the corporate limits of the City. Provision of City services in the form of police

protection, fire protection, and zoning/building safety reviews will also help to promote a more harmonious and safe operation at the site.

A public hearing before the City Council to consider the proposed annexation agreement has been scheduled for March 14, 2005 at 7:20 p.m. In accordance with pertinent State annexation law and the City's annexation procedures, this notice has been placed in the News Gazette and has been provided to nearby property owners and residents, as well as to the trustees of the Philo Fire Protection District.

The property information is as follows:

Property Location:	1901 South High Cross Road (west side of High Cross Road approximately midway between Florida Avenue extended on the north and Windsor Road on the south)
Acreage:	20.76 acres
County Zoning:	B-4, General Business
Urbana Zoning:	B-3, General Business (upon conversion when property is annexed)
Current Use:	Wendl's Restaurant and Sports Complex
Comp. Plan Designation:	Low Density Residential (1993 ETJ Plan) Community Business (Draft 2005 Comprehensive Plan)

Selected Applicable Comprehensive Plan Goals and Objectives

Several goals and recommendations from the 1982 Comprehensive Plan, 1993 Extraterritorial Jurisdictional Area Plan, and Draft 2005 Comprehensive Plan support approval of the annexation agreement. The following is a partial list of these goals.

From the 1982 Comprehensive Plan:

Goal 3.100 To organize and develop land uses and adjacent properties in a balanced and mutually compatible manner relative to the functional needs of the City.

Objective 3.110 Promote development in the City and surrounding unincorporated areas in a manner which minimizes conflicting land uses and/or adjacent development.

Policy 3.111 Review all land use changes that are controlled by the Zoning Ordinance, Subdivision Ordinance, or annexation procedures to ensure compatibility. The Special and Conditional Use permit and Planned Unit Development procedures in the Zoning Ordinance and annexation agreements are particularly useful tools for insuring the harmonious development of adjacent sites.

Goal 3.400 To create a compact community where the conversion of agricultural land, the cost of providing public services, and the use of energy are minimized.

Objective 3.410 Designate growth areas in a manner that minimizes the cost of providing public services.

Goal 6.100 To increase and diversify the tax base of the City of Urbana.

Objective 6.110 Encourage the promotion of commercial and industrial development which is compatible with the character, environment and resources of the community.

From the Extra Territorial Jurisdictional Plan:

Goal 15.200 To assure that municipal services can be extended to adequately serve a rapidly growing municipal territory.

Objective 15.210. Assess the cost of annexations and developments so that developments are contributing their fair share of the increased cost of municipal services and/or capital improvements.

Objective 15.220 Control development in the ETJA so that properties adjacent to or near City limits develop first to prevent scattered development in the outer reaches of the ETJA.

Goal 15.300 To actively seek annexation of targeted areas designated for commercial and industrial development.

From the Draft 2005 Comprehensive Plan:

Goal 15.0 Encourage compact, contiguous and sustainable growth patterns

Objective 15.1 Plan for new growth and development to be contiguous to existing development where possible in order to avoid “leapfrog” development.

Objective 15.3 Pursue annexation strategies that promote orderly development.

Objective 15.4 Annex unincorporated areas that have been previously developed at urban densities.

Goal 17.0 Minimize incompatible land uses.

Objective 17.2 Where land use incompatibilities exist, promote development and design controls to minimize concerns.

Options

The City Council has the following options in regard to the proposed annexation agreement:

1. Council may grant approval of the Wendl, Inc. Annexation Agreement.
2. Council may deny approval of the Wendl, Inc. Annexation Agreement.

Fiscal Impact

Annexation and redevelopment of the subject site would result in a permanent long-term increase in the commercial tax base for the City of Urbana, following the initial four-year tax rebate period. Tax revenues will accrue to the City in the form of real estate tax, food and beverage tax, utility taxes, and sales tax on any applicable commercial sales that may occur on the site.

While the annexation would result in some increase in demand for fire and police protection to the property, both the Fire Chief and the Police Chief believe that the City is better served by being able to provide these services directly to the site, rather than to bear the indirect consequences of the rural level of service that is currently being provided. These indirect consequences occur in the form of Urbana citizen complaints (from nearby Stone Creek subdivision residents, for example) and mutual aid requests. At this time, it is in the best interest of both the Owner and the urban service providers to provide for urban level services at this location.

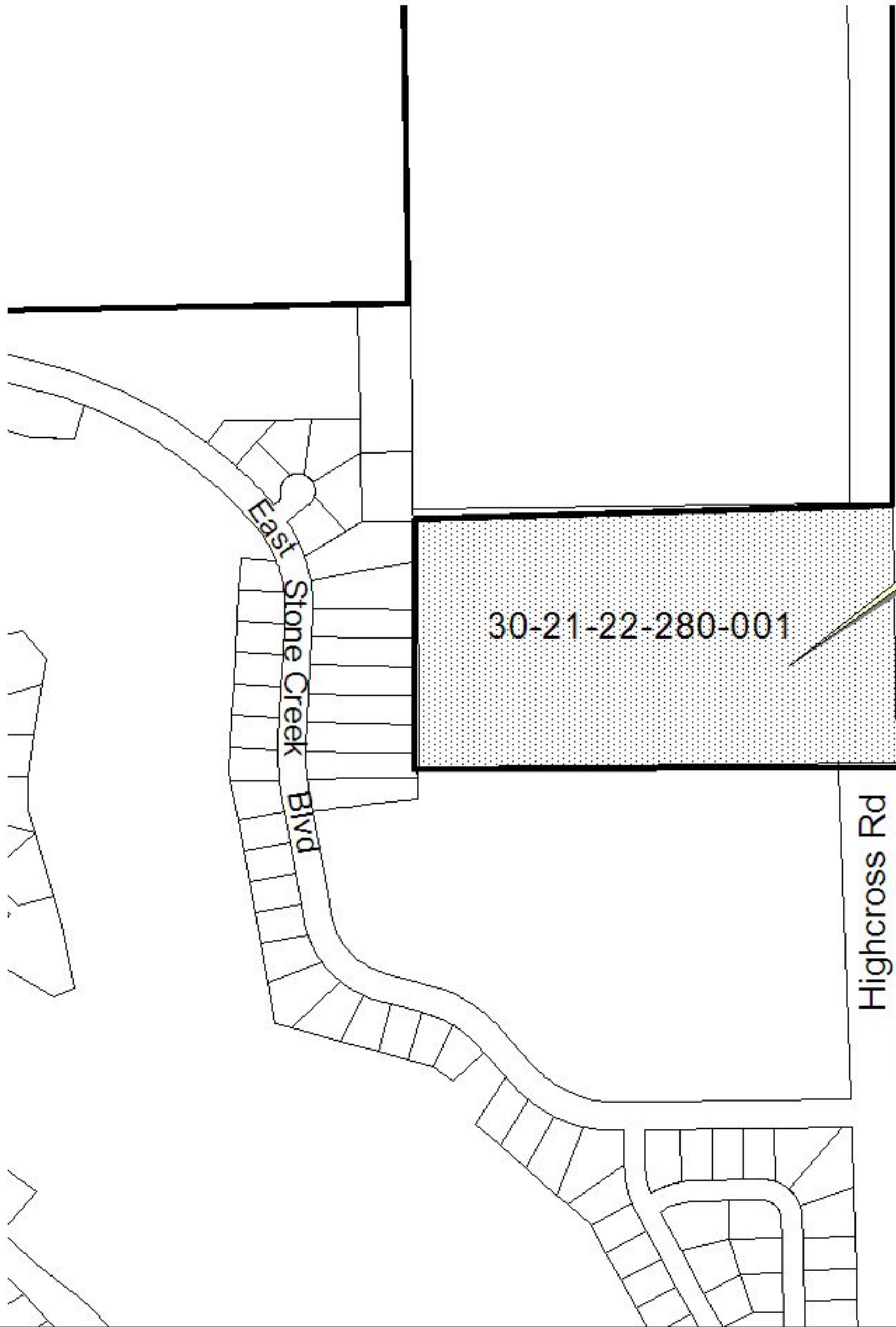
Recommendation

Based on the goals and objectives of the 1982 Comprehensive Plan, 1993 Extraterritorial Jurisdictional Area Plan, and Draft 2005 Comprehensive Plan, staff recommends final approval of the annexation agreement. Pursuant to approval of this agreement, annexation of the property is expected to follow immediately.

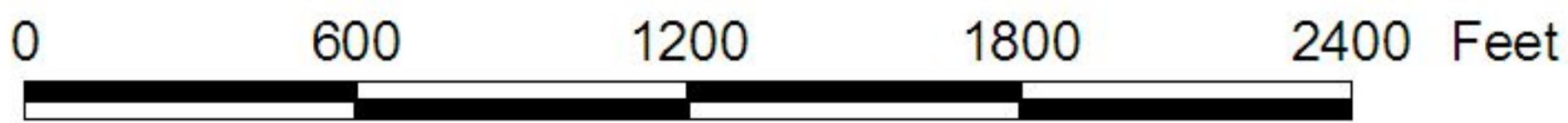
Attachments: Location Map
 Proposed Ordinance
 Draft annexation agreement w/ legal descriptions and site maps

Cc: Jeff Wendling
 Don Flessner
 Jim Prather
 Mike Martin
 Jeff Roseman

Exhibit "A": Location Map



Area
to be
Annexed



Annexation
1901 South High Cross Rd
PIN #: 30-21-22-280-001

ORDINANCE NO.2005-03-036

An Ordinance Approving and Authorizing the Execution of an Annexation Agreement (Wendl, Inc. / 1901 S. High Cross Road)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Wendl, Inc., an Illinois Corporation, 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 20.76 acres located at 1901 South High Cross Road, being legally described as follows:

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

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

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on March 14, 2005 to consider said annexation agreement; and

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

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

Section 1. The that Annexation Agreement between the City of Urbana, Illinois and Wendl, Inc., an Illinois Corporation, 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 _____, 2005.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2005.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the _____ day of _____, 2005, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "An Ordinance Approving and Authorizing the Execution of an Annexation Agreement (Wendl, Inc. / 1901 S. High Cross Road)" which provided by its terms that it should be published in pamphlet form. The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the _____ day of _____, 2005, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this _____ day of _____, 2005.

“T.K. Wendl’s”

ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and Wendl, Inc., 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, the Arcola First National Bank, as Trustee under Land Trust 278, as owner, and the City of Urbana, Illinois, previously entered into an annexation agreement (Ordinance #9394-22) for a 76.74-acre parcel of real estate (all as described on the attached Exhibit “A”), which encompassed the 20.76-acre tract (described in Exhibit “B”, herein referred to as “Tract”), which is addressed in this annexation agreement, but which Tract was not annexed as of this date; and

WHEREAS, the tract described in Exhibit “A” includes a portion of land previously annexed and presently zoned R-4, Medium Density Multiple Family Residential in the City of Urbana, the remainder of the tract, which is described on the attached Exhibit “B”, being presently zoned B-4, General Business, in accordance with the Zoning Ordinance of the County of Champaign, Illinois; and

WHEREAS, owner is the sole owner of record of the real estate described in Exhibit “B”; and

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

WHEREAS, the portion of the tract currently zoned B-4, General Business in Champaign County would directly convert to City B-3, General Business upon annexation under the terms and provisions of the Urbana Zoning Ordinance and the zoning designation for the portion of the tract that is currently zoned R-4 in the City of Urbana would not be affected by this agreement; and

WHEREAS, the Corporate Authorities find annexing said Tract as described herein as City B-3 as a direct conversion from existing County zoning, reflects 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 in the future 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 COVENANTS AND AGREEMENTS 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: The Owner represents that the Owner is the sole record Owner of the Tract described in Exhibit B and that the Owner shall 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. 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.

Section 2: The Owner acknowledges that upon annexation the portion of the tract described in Exhibit "B", the City will automatically convert the current County B-4 designation to the City B-3 designation and the remainder of the tract shall remain in its present zoning designation of City R-4, as depicted in Exhibit "C". Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classification for the tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the Tract. Owners agree to use the Tract only in compliance with the Urbana Zoning Ordinance as such may be amended from time to time.

Section 3: The Owner agrees to undertake a remodeling improvement of the existing dancehall and beer garden at the site to an expanded sit-down restaurant use to be completed within twelve (12) months of the execution of this agreement, with said completion to be evidenced by a Certificate of Occupancy or by written determination of the Building Official of the City of Urbana. Said remodeling/expansion shall meet all applicable codes in force at the time of construction, as shall any other remodeling, expansion or new development at the site. Failure to complete the restaurant improvement shall delay the tax rebate provisions included in Article II, Section 7 of this Agreement until the restaurant use is completed. Delay of the tax rebate provisions will

not operate to extend the four (4) -year limitation for the tax rebate set forth in Section 6 of Article II.

Section 4: The Owner agrees to maintain the existing oil and chip access drive and parking lot with proper drainage, striping and aisle widths to ensure a dust free and safely drivable and accessible condition. Delay of the application of relevant development and zoning ordinances to the drive and parking lot improvements is allowable under Section 2-150(d) of the Urbana City Code, since the improvements have remaining useful life and were lawfully established. Any future modifications to the driveway entrance from High Cross Road shall meet applicable standards with respect to access grade and other requirements. Failure to properly maintain the access drive and parking lot may be considered a violation of the City's Zoning Ordinance.

Section 5: For the purpose of this Agreement, an Outdoor Amusement Event shall be defined as any gathering of fifty (50) or more persons outside of any permanent building, other than to play or attend a softball game on the softball fields designated on the attached site plan (Exhibit "D"). Owner agrees that they will not allow Outdoor Amusement Events to occur at any site other than the area designated as the Outdoor Amusement Events site on the attached site plan and only with the explicit approval of the Urbana Police Chief and Operations Supervisor, in compliance with the City's special events criteria, a copy of which is attached as "Exhibit E". Such events shall not include tractor pulls or demolition derbies or other similar events that involve excessive revving of motors and noise impacts. Furthermore, Owner agrees that they will request no more than two (2) such Outdoor Amusement Events to be held in each calendar year during the term of this agreement.

Section 6: The Owner agrees that any exterior lighting shall be extinguished no later than 11:00 p.m. each evening and shall remain extinguished until dusk of the following evening, unless explicitly allowed otherwise as part of an Outdoor Amusement Event permitted under the terms of Section 5 above. Violation of this Section shall result in a delay of the tax rebate provisions included in Article II, Section 7 of this Agreement and

may further be deemed a violation of the City's Zoning Ordinance provisions protecting residential areas from intrusive lighting.

Section 7: 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: The Corporate Authorities agree to annex the portion of said tract that is not currently annexed (as described in Exhibit "B") 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: The Corporate Authorities agree that the portion of the tract to be annexed will be zoned City B-3 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: The Corporate Authorities will allow the existing nonconforming freestanding sign located on the tract, including an electronic message portion, to

continue indefinitely on the tract under the provisions of Section 2-150(d) of the Urbana City Code, since the sign has a remaining useful life and was lawfully established and delaying its removal would not adversely impact surrounding uses or serve a practical purpose.

Section 4: The Corporate Authorities will allow the existing oil and chip surface parking lot and access drive to continue as long as it is maintained in a dust-free and safely drivable and accessible condition, under the provisions of Section 2-150(d) of the Urbana City Code. However, any future modifications to the driveway entrance from High Cross Road shall meet applicable standards with respect to access grade and other requirements. Failure to properly maintain the access drive and parking lot may be considered a violation of the City's Zoning Ordinance.

Section 5: The City agrees to create one (1) new Class A Liquor License for a tavern and expanded restaurant at the site upon annexation of the property.

Section 6: 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 newly annexed Tract (described in Exhibit "B") had it not been annexed, and the amount actually paid as real estate taxes for said tract for a period of no more than four (4) years from the date of annexation for the calendar year commencing January 1 of the year following annexation, subject to completion of the improvements described in Article I, Section 3 of this Agreement. Such amount will be paid annually within sixty (60) days following receipt by the City Comptroller of the paid real estate tax bill with a written calculation of the amount due. If the restaurant improvement referred to in Section 4 of Article I is not completed in accordance with that paragraph and the tax rebate is thereby delayed, such event will not operate to extend the 4-year limitation for the tax rebate.

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 the 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 Owner, its 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, mortgagees, lessees, executors, assigns and successors in interest of the Owner 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 Owner agree that neither party will take action nor omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach 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 the party not in default 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 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 Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

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

Corporate Authorities:

City of Urbana

Owner:

Wendl, Inc., an Illinois Corporation

Tod Satterthwaite, 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

Exhibit B: Legal Description

Exhibit C: Location/Zoning Map

Exhibit D: Site Plan Showing Special Events Area

Exhibit E: Special Events Policy

Exhibit A

Legal Description – Entire Holdings

TRACT I:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The South 20 Acres thereof, and

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel Containing 56.74 Acres, more or less, all situated in Champaign County, Illinois.

TRACT II:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The South 20 Acres of the East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

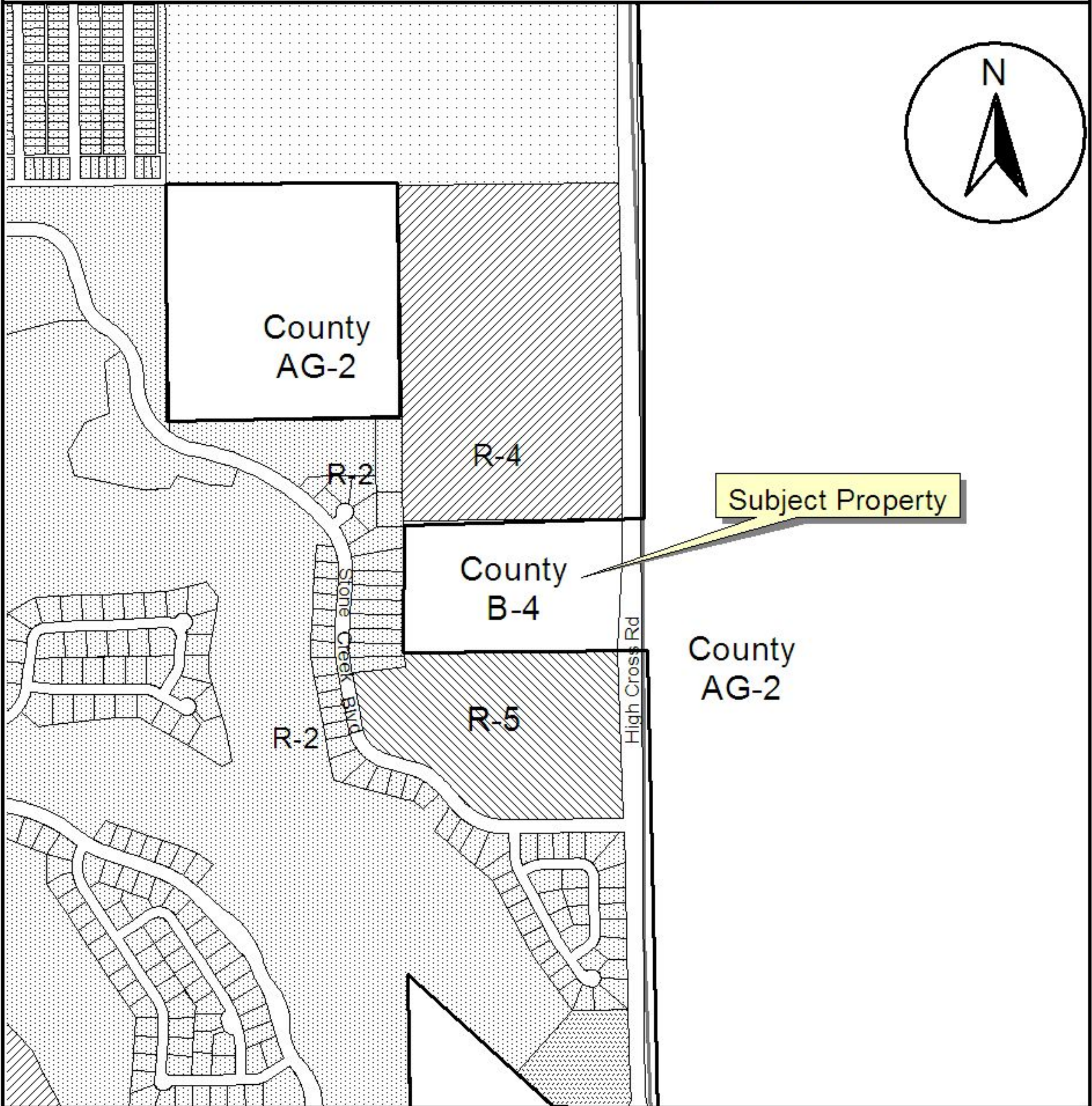
Said Parcel Containing 20.00 Acres, all situated in Champaign County, Illinois.

Exhibit B

Legal Description – Previously Unannexed Portion

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

Exhibit "C": Location and Zoning Map



0 800 1600 2400 3200 Feet



Annexation Agreement
1901 South High Cross Rd
PIN #: 30-21-22-280-001;
93-21-22-200-005;
and 93-21-22-200-006

Prepared 3/4/05 by Community Development Services - rkg


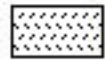

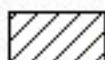
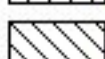

-  Cityboundary
-  B3 - General Business
-  R2 - Single Family
-  R4 - Medium Density Multiple-Family
-  R5 - Medium High Density Multiple-Family


Exhibit "D" Site Plan of Special Event Area



Annexation Agreement
1901 South High Cross Rd
PIN #: 30-21-22-280-001;
3-21-22-200-005;
and 93-21-22-200-006

Prepared 3/4/05 by Community Development Services - rkg

 Event Area

 Parcel to be Annexed