

AN ORDINANCE APPROVING PRELIMINARY AND FINAL PLAT
OF BECKY'S SUBDIVISION

WHEREAS, the Preliminary and Final Plat of Becky's Subdivision conforms to the requirements of the Urbana ^{b qw}Subdivision Ordinance, and

WHEREAS, the City Engineer has reviewed and approved the Engineering Plans and Specifications for Becky's Subdivision, and

WHEREAS, in Case No. 991 the Urbana Plan Commission has recommended approval.

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

Section 1. The Preliminary and Final Subdivision Plat of Becky's Subdivision, as filed herein is approved as platted.

Section 2. That the Agreement dated September 15, 1976, signed by Jetco Properties, Inc., which is hereby made a part of the platting papers, is to be recorded in the Recorder of Deeds Office.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the Members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 20th day of September, 1976.

PASSED by the City Council this 20th day of September, 1976.

Duane Eckerty
Duane Eckerty, City Clerk

APPROVED by the Mayor this 24 day of September, 1976.

Hiram Paley
Hiram Paley, Mayor

EISNER FOOD STORES

DIVISION OF JEWEL COMPANIES, INC.

PLEASANT SHOPPING ----- FRIENDLY PEOPLE
CHAMPAIGN, ILLINOIS 61820

301 E. WILBUR HEIGHTS ROAD

AREA CODE 217
TELEPHONE 351-3300

September 21, 1976

OFFICE OF MAYOR
CITY OF URBANA, ILL.

RECEIVED
SEP 21 1976

Honorable Hiram Paley
Mayor
City of Urbana
City Building
Urbana, Illinois 61801

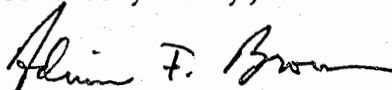
Re: Becky's Subdivision

Dear Sir:

In accordance with the request of the Council, I am submitting this letter to you, as further evidence of the commitment of the company relative to "Agreement" dated September 15, 1976, which is part of the platting documents of the above subdivision.

Relative to the further improvement of Colorado Avenue east of Philo Road and, more particularly, with reference to the commitment of the company as contained in paragraph 1 of the agreement, we wish to state that any future improvement of Colorado Avenue either under the designation of "Colorado Avenue" or any other named street will still require the company to improve that portion of the dedicated right of way shown as Colorado Avenue and abutting Lot 6 in Becky's Subdivision as reflected on the plat. This commitment also relates to the fact that if Colorado Avenue is turned in a southeasterly or southerly direction so that only a portion of the street will actually be required to be paved in the dedicated area, then also the company is committed to provide the paving for the portion that will be within the dedicated right of way shown on the plat.

Yours very truly,



Adrian F. Brown
Vice President
Real Estate & Construction

AGREEMENT

THIS AGREEMENT made on the 15th day of September, 1976 by JETCO PROPERTIES, INC., a Delaware corporation, hereinafter called "Jetco";

WITNESSETH:

WHEREAS, Jetco is the owner in fee simple of certain premises designated as Lot 6 on the plat of a proposed subdivision called Becky's Subdivision, City of Urbana, Champaign County, Illinois, certified by Surveyor's Certificate dated July 22, 1976 and hereinafter referred to as the "Plat of Subdivision"; and

WHEREAS, so as to induce the City of Urbana, Illinois, hereinafter called the "City" to approve the Plat of Subdivision, Jetco has agreed to certain undertakings;

NOW THEREFORE, in consideration of the approval of the Plat of Subdivision by the City, Jetco agrees as follows:

1. If at any time after the approval of the Plat of Subdivision by the City, the execution of said Plat by all necessary parties and the recording thereof, there is any further improvement of Colorado Avenue east of Philo Road and contiguous to the north one-half of Colorado Avenue abutting said Becky's Subdivision, then the City may by no less than six (6) months notice in writing to Jetco require Jetco at Jetco's expense to improve the north one-half of Colorado Avenue abutting said Lot 6 at approximately the same time as said east portion of Colorado Avenue is improved; said improvements by Jetco shall be done in accordance with the City's specifications for said east extension of Colorado Avenue.
2. Jetco agrees that it will at its expense install sidewalks in accordance with the City's specifications along the south lines of Lots 3 and 4 of said Becky's Subdivision as soon as practicable and that it will at its expense install such sidewalks along the south lines of Lots 5 and 6 in connection with the improvement of the north one-half of Colorado Avenue abutting said Lot 6 as provided in paragraph 1 hereof.
3. In the event Jetco or its successors in interest conveys all of said Lot 6, Jetco or said successors, as the case may be, shall by express provision in the deed or deeds of conveyance require the grantee or grantees named in such deed or deeds to assume the obligations of this Agreement.
4. Any notice to be given by the City pursuant to this Agreement shall be deemed to be properly served if sent by certified mail, return receipt requested, to Jetco, c/o Eisner Food Stores, 301 East Wilbur Heights Road, Champaign, Illinois, or to any other address designated by any such grantee.
5. If Jetco or any successor in interest fails to so improve said portion of Colorado Avenue as required herein, the City may do so, and Jetco or said successor in interest shall promptly on demand reimburse the City therefor.

6. This Agreement shall terminate on ~~the earlier of (i) the date said~~ portion of Colorado Avenue is so improved and the cost thereof paid by or in behalf of Jetco or its successor in interest, ~~or (ii) the date~~ ~~ten (10) years from the date hereof.~~

IN WITNESS WHEREOF, Jetco has executed this Agreement as of the day and year first above written.

JETCO PROPERTIES, INC.

By J. N. Balch
Vice President

Attest J. J. [Signature]
Secretary

9/21/76

I do hereby certify that the deletion set forth in para #6 was carried out by Mr. Adrian Braun, Vice President of Evers Food Stores at the direction of the chief attorney for said company pursuant to a telephone conference call of which I was a party.
Leonard Flynn
Attorney