

AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF REDEVELOPMENT AGREEMENT NO. 2  
(Shelby Imports, Inc.)

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois (the "City"), to enter into an Agreement with Shelby Imports, Inc. (the "Developer"), as specifically described in the Redevelopment Agreement No. 2 attached, and

WHEREAS, a written copy of such Redevelopment Agreement No. 2 has been presented to and is now before this meeting.

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

Section 1. That the terms and provisions of the Redevelopment Agreement No. 2, in substantially the form thereof now before this meeting, be and the same are hereby approved.

Section 2. That the Mayor of the City be and the same is hereby authorized and empowered to execute and deliver the Redevelopment Agreement No. 2, and the City Clerk of the City be and the same is authorized and empowered to attest to such execution thereof, with such changes therein as are not inconsistent herewith and as may be approved by the officers of the City executing the same, their execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all changes or revisions therein from the form of the Redevelopment Agreement No. 2 now before this meeting.

Section 3. From and after the effective date of this Ordinance, the proper officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and the Redevelopment Agreement No. 2.

Section 4. This Ordinance shall become effective immediately upon its passage and approval as required by law.

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 special meeting of said Council.

PASSED by the City Council this 23rd day of March,  
1992.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 10<sup>th</sup> day of April,  
1992.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 9192-85 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

March 26, 1992  
Date

## **SHELBY REDEVELOPMENT AGREEMENT NO. 2**

THIS REDEVELOPMENT AGREEMENT (including Exhibit A, attached hereto, collectively called the "Agreement") is entered into between the City of Urbana, an Illinois home-rule municipality, in Champaign County, Illinois (the "City"), and Shelby Imports, Inc., a Delaware corporation (the "Developer") as of the date this Agreement shall be signed by the Mayor of the City of Urbana.

### **Recitals**

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (Paragraph 11-74.4-1 et seq. of Chapter 24 of the Illinois Revised Statutes, as supplemented and amended, including by the power and authority of the City as a home-rule unit under Section 6 of Article VII of the Constitution of Illinois, collectively, the "Act"), the City has designated a portion of the downtown area (as more particularly described in Exhibit A herein attached, the "Redevelopment Project Area") and approved a related redevelopment plan (entitled "Downtown Urbana Tax Increment Area Two Conservation Redevelopment Plan and Projects") and project (the "Redevelopment Plan" and "Redevelopment Project"); and

WHEREAS, in connection with the Redevelopment Project, Plan and Area, the City Council on December 15, 1986 adopted

Ordinance No. 8687-45, "An Ordinance Approving a Redevelopment Plan and Redevelopment Project"; "Designating a Redevelopment Project Area"; and "Adopting Tax Increment Allocation Finance" (the "TIF Ordinance"), which has been duly filed with the County Clerk of Champaign County, Illinois, who has certified the property tax increment base to the City; and

WHEREAS, it is consistent with the Redevelopment Plan and the Redevelopment Project that the Developer proposes to acquire the Chrysler-Plymouth new car franchise and construct two (2) new showrooms in the City; and

WHEREAS, acting through its Planning staff, the City's Department of Community Development Services (the "Planners"), has reviewed and studied the conditions in the Redevelopment Project Area with a view toward analyzing those area conditions that exist or reasonably could be expected to exist that are deleterious to the development, operation and maintenance of the Redevelopment Project Area and which constitute such Redevelopment Project Area a "conservation area" under the Act and such findings adopted by the Urbana City Council on December 15, 1986; and

WHEREAS, the Developer is unwilling to undertake certain Private Development without certain tax increment finance ("TIF") incentives from the City, which the City is willing to provide,

and the City has determined that it is desirable and in the City's best interests to assist the Developer in the manner set forth herein and as this Agreement may be supplemented and amended.

## **Redevelopment Agreement**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

**Article I**  
**Definitions**

**Section 1.1 Definitions:** For purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meaning provided from place to place herein, including as follows:

**"Corporate Authorities"** and **"City"** means the City Council of the City of Urbana, Illinois.

**"Developer"** means Shelby Imports, Inc. doing business as (d/b/a) Shelby Chrysler-Plymouth, and Shelby's of Urbana (all sometimes referred to as "Shelby's"). Developer may, in accordance with its needs, assign this Agreement to W. Larry Shelby, officers of his corporation, members of his immediate family, or to a corporation owned by W. Larry Shelby, officers of his corporation or his immediate family, as the "Developer." In this case, the rights and obligations of the Developer under this Agreement shall apply only to the assignee. Any such assignee shall be termed the "Developer."

**"Development Area"** means the real estate upon or within which the Private Development is to be located.

The Development Area has a common street address of 104 East University Avenue, 212 East University Avenue, and 214 East University Avenue, is identified by Champaign County parcel index numbers 91-21-405-024, 91-21-08-405-025, and 91-21-08-405-029 and is legally described to wit:

Lot 1 of Shelby's Replat of part of Lots 1, 2, 3, 4, 5, and 6 of the Belle Barr Survey, Urbana, Champaign County, Illinois;

Also a tract of land commencing at a point on the West line of Lot 32 of Hiram Shephard's Addition to the City of Urbana and 169.2 feet North of the Southeast Corner of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, thence West 100 feet, thence South to the North line of University Avenue, thence East along the North line of University Avenue to the West line of Cunningham Avenue (U.S. Route 45) right-of-way, thence in a Northeasterly direction along the West line of Cunningham Avenue right-of-way to a point on said West line 169.2 feet North of the South line of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 8, thence West to the point of beginning, in

*Champaign County, Illinois.*

*All tracts being located in Champaign County,  
Illinois.*

**"Eligible Expense"** means those Redevelopment Project Costs authorized to be paid from tax increment finance (TIF) proceeds as provided in this Agreement.

**"Parties"** means, collectively, the City and the Developer.

**"Project"** means the acquisition of the Chrysler-Plymouth franchise.

**"Franchise Relocation"** means the relocation of the Chrysler-Plymouth franchise from the corporate limits of Urbana or otherwise eliminating Urbana as the point of sale for new vehicles and parts from this franchise.

**"Baseline Tax Payments"** means the sales taxes previously paid by the Chrysler-Plymouth franchise to the account of the City of Urbana for the sale of vehicles and parts subject to the municipal retailers' and service occupation tax for the period between January 1, 1991 and December 31, 1991. According to



sales tax figures provided by the Developer for this period, the baseline tax payment is estimated to be \$33,000.00. However, the baseline tax payment may be adjusted to accurately reflect the verification of actual reported sales tax records.

**Section 1.2 Construction.** This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- a) definitions include both singular and plural.
- b) pronouns include both singular and plural and cover all genders; and
- c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by referenced in this Agreement.

[End of Article I]

## Article II

### Representations and Warranties

Section 2.1 Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer as follows:

**Section 2.1.1 Organization and Standing.** The City is a home-rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

**Section 2.1.2 Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

**Section 2.1.3 Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

**Section 2.1.4 No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulations, statute, ordinance, judgement, decree, or other law by which the City may be bound.

**Section 2.1.5 Governmental Consents and Approvals.** No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, other than the approvals and consents of the City of Urbana as herein given.

**Section 2.2 Representations and Warranties of the Developer.** In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

**Section 2.2.1 Organization.** The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to transact business in, and in

good standing under the laws of each of the United States where the Developer is required to be qualified to do business.

**Section 2.2.2 Power and Authority.** The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

**Section 2.2.3 Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms.

**Section 2.2.4 No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or

instrument or any rule, regulation, statute, ordinance, judicial decision, judgement, decree or other law to which the Developer is a party, to the best of the Developer's knowledge, or by which the Developer or any of its assets may be bound.

**Section 2.2.5 Consents.** To the best of the Developer's knowledge, no consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer, except that it is understood that this Agreement is contingent upon: 1) final franchise approval by Chrysler-Plymouth; 2) the consents and approvals of the City of Urbana as herein given; 3) the issuance of building permits; 4) the closing of sale; and 5) approval of other four franchises (or waiver of #5 requirement by Developer).

**Section 2.2.6 No Proceedings or Judgements.** There is no claim, action or proceeding now pending or to the best of the Developer's knowledge, threatened before any court, administrative or regulatory body, or governmental agency: (a) to which the Developer is a party; and (b) which will, or could, prevent the Developer's performance of its obligations under this

Agreement.

**Section 2.2.7 Related Agreements.** Upon execution thereof, true, complete and correct copies of all option, development, construction, financing, franchise, lease and loan agreements in connection with the Private Development shall be provided to the City upon request. All such agreements now executed are in full force and effect and have not been canceled or terminated. The Developer is not aware of any of its obligations under any of such existing agreements required to be performed on or before the date hereof which have not been performed by the Developer or the other parties thereto.

**Section 2.3 Disclaimer of Warranties.** The City and the Developer acknowledge that neither has made any representations or warranties to the other, except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability.

[End of Article II]

Article III  
City's Covenants

Section 3.1 City's Financial Obligation. The City shall have the obligation to annually pay to the developer, as a TIF-eligible expense, an amount equal to 75% of the net new sales taxes collected above the base year for all new car and parts sales from the Chrysler-Plymouth franchise for a period of seven years. This payment shall be known as the interest subsidy payment.

Section 3.2 Payment of Interest Subsidy. The Community Development Director is authorized to, and shall, disburse the interest subsidy payments pursuant to Section 3.1 from the TIF Two Allocation Fund on or about April 1 of each year beginning March 1, 1993 and each and every year thereafter, and the final payment shall be made seven (7) years after the Developer opens for business with Chrysler-Plymouth, all upon documentation that the conditions and terms of Section 3.1 have been satisfied. This payment is guaranteed by the full faith and credit of the City of Urbana.

Section 3.3 Conditions Precedent. The City's agreements, obligations and undertakings set out in this Agreement are subject to the Developer having undertaken steps in a timely manner and having completed the "Project" as set forth herein.

It is expressly recognized that certain payments of the interest subsidy payment fall due prior to the time Developer is obligated to complete the showrooms.

[End of Article III]



Article IV

**Developer's Covenants**

Section 4.1 Agreement to Construct the Private Development.

The Developer covenants and agrees to install and construct, or cause to be installed and constructed no later than as follows:

<u>Private Development</u>	<u>Commencement</u>	<u>Completion</u>
Chrysler Showroom Initial Franchise Acquisition	Aug 1, 1992	Aug 1, 1993  Jun 1, 1992

Section 4.2 Real Estate Taxes. The real estate taxes derived from the construction of the private development in Section 4.1 above shall not be considered as included in the minimum \$8,000 real estate minimum required in Section 4.2 of the Shelby Redevelopment No. 1 approved July 1991.

Section 4.3 Documentation. On March 1, 1993 and each year for the next seven (7) years on that date (with the data for the last year being provided within a reasonable period of time after seven (7) years have elapsed since the opening of the Shelby Chrysler-Plymouth dealership), the Developer shall provide the Community Development Director documentation as to new sales taxes paid above the baseline tax payments and documentation as to total interest costs associated with the project for the previous year. The City Comptroller is authorized to

independently verify such new sales taxes through the Illinois Department of Revenue.

**Section 4.4 Business Retention.** The Developer covenants and agrees to repay to the City of Urbana the subsidies provided the Developer by Section 3.1 upon Developer relocating the franchise from the corporate limits of the City of Urbana.

**Date of Business Relocation by Subsidy Repayment Amount**

<b>During Year:</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	100%	100%	100%	100%	100%	90%	80%

If Chrysler Corporation discontinues the manufacture of automobiles, thereby precluding the sale of such automobiles, then the termination of this Chrysler-Plymouth dealership would not cause a subsidy repayment. If at any time after January 1, 1996 sales of new automobiles and parts from the Chrysler-Plymouth franchise have been less than the base line sales factor (after adjusting for inflation) for the immediately prior six (6) consecutive quarters, and if the Developer or its assigns no longer sells Chrysler-Plymouth automobiles within the City of Urbana, then this Agreement shall not require a subsidy repayment. This provision shall apply whether the Chrysler-Plymouth sales are terminated by the sale of the dealership or by the termination of the franchise.

**Section 4.5 Compliance With All Laws.** The Developer agrees that in the construction of the Private Development and any related Public Improvements, the Developer will comply with all applicable laws with respect to the work to be undertaken under this Agreement.

[End of Article IV]

## Article V

### Defaults and Remedies

Section 5.1 Defaults - Rights to Cure. Failure or delay by either Party to timely perform any term or provision of this Agreement shall constitute a default under this Agreement, unless, this Agreement is amended by mutual consent. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The Party claiming such default shall give written notice of the alleged default to the Party alleged to be in default specifying the default complained of. Except as required to protect against immediate, irreparable harm, the Party asserting a default may not institute proceedings against the other Party until thirty (30) days after having given such notice in accordance with Section 6.8. If such default is cured within such thirty (30) day period, the default shall not be deemed to constitute a breach of this Agreement. If the default is one which cannot reasonably be cured within a thirty (30) day period, it shall be extended for such time as is reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such default. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. However, a default not cured as provided above shall constitute a

breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

[End of Article V]

## Article VI

### Miscellaneous Provisions

**Section 6.1 Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer as to the Chrysler-Plymouth franchise, and may not be modified or amended except by a written instrument executed by both of the Parties.

**Section 6.2 Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provisions give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to, and does not create, any third party beneficiary rights whatsoever.

**Section 6.3 Counterparts.** Any number of counterparts of this Agreement may be executed and delivered, and each shall be

considered an original, and together they shall constitute one agreement.

**Section 6.4 Time and Force Majeure.** Time is of the essence of this Agreement provided, however, neither the Developer nor the City shall be deemed in default with respect to any performance obligations under this Agreement on their respective parts to be performed in any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgement), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City, or for any other reasons not within the Developer's or the City's control.

**Section 6.5 Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any

other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 6.6 Cooperation and Further Assurances. The City and the Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required.

Section 6.7 Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, so long as the intent and substance of this Agreement continues.

Section 6.8 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered



personally or by telecommunication actually received, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

To the Developer:

Shelby Toyota-Mazda  
104 East University Avenue  
Urbana, IL 61801  
Attention: Larry Shelby  
Tel: (217) 367-1233

and

To the City:

City of Urbana  
115 W. Main Street, Suite 200  
Urbana, Illinois 61801  
Attention: Community Development Director  
Tel: (217) 384-2444  
FAX: (217) 384-2363

**Section 6.9 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns provided, however, that Developer may not assign its rights under this Agreement prior to initial completion of the Private Development without the express written approval of the City, except that Developer may assign rights under this Agreement for collateral purposes, but only with the City's written consent. Neither

consent shall be unreasonably withheld. This does not limit the rights of the Developer to assign this Agreement, in accordance with Section 4.4, after the initial construction, and after initially obtaining the Chrysler-Plymouth franchise, to a successor Chrysler-Plymouth dealer in the City of Urbana.

**Section 6.10 No Joint Venture, Agency, or Partnership Created.** Except as specifically set forth in Section 5.1, neither anything in this Agreement, nor any actions of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

**Section 6.11 Verification of Tax Increment.** The City and Developer shall fully cooperate in connection with obtaining certified copies of all sales tax figures affecting the Project.

**Section 6.12 Illinois Law.** This Agreement shall be construed and interpreted under the internal laws of the State of Illinois.

**Section 6.13 Costs and Expenses.** If either Party defaults in the performance of its obligations hereunder, the Parties agree that the defaulting Party shall pay the non-defaulting Party's attorneys' fees and expenses.

Section 6.14 No Personal Liability of Officials of City (or Officers of the Developer). No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, or officer of the Developer, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 6.15 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's Code of Ordinances or any part thereof is, or may later be, in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 6.16 Term. This Agreement shall remain in full force and effect until July 1, 2001 or until otherwise terminated, pursuant to the terms hereof.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

(SEAL)

CITY OF URBANA, ILLINOIS

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

SHELBY IMPORTS, INCORPORATED

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
Secretary/Treasurer

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

## **EXHIBITS**

**Exhibit A: TIF Two Legal Description**

**Exhibit B: Site Plan**

## Exhibit A: TIF Two Legal Description

The Urbana Tax Increment II Redevelopment Project Area boundaries are shown on the Tax Increment II District Boundary Map in Appendix A.

The project area is generally bounded by Crystal Lake Drive on the North, Maple Street on the East, California Street on the South and Orchard Street on the West.

The exact legal description of the Urbana Tax Increment II Project Area boundaries is as follows:

A portion of Section 8 and 17, Township 19 North, Range 9 East of the Third Principal Meridian, situated in the City of Urbana, Champaign County, State of Illinois, further described as follows:

Beginning at the intersection of the West right-of-way line of Orchard Street and the North line of the Consolidated Railway Corporation's railroad right-of-way; thence Easterly along said railroad right-of-way to an extension of the East line of the Big Wheel Survey; thence Northerly 90 feet, more or less, to a property line; thence Easterly along said property line 150 feet, more or less, to the West line of Leal Park; thence Northerly along said Park to the North right-of-way line of University Avenue; thence Easterly along University Avenue to the West right-of-way line of Lake Street; thence Northerly along Lake Street 144 feet to the North line of an east-west alley; thence Easterly along said alley to the East right-of-way line of Race Street; thence Southerly along Race Street 13.6 feet to a property line; thence Easterly along said property line 181 feet to the center of a vacated alley; thence Northerly along the center of said vacated alley 4.2 feet, more or less, to a property line; thence Easterly along said property line to the West right-of-way line of Broadway Avenue; thence Northerly along Broadway Avenue to the extension of the South line of Crystal Lake Park Addition; thence Easterly along said South line to the West line of Lot 29 of said Addition; thence Northerly along said Lot 29 to the North right-of-way line of Crystal Lake Drive; thence Easterly along Crystal Lake Drive 47.05 feet; thence Southerly along the extension of the East line of said Lot 29 a distance of 248.76 feet to a property line; thence Southeasterly along said property line 284.31 feet to the West right-of-way line of Cunningham Avenue; thence Northeasterly along Cunningham Avenue to a point 196 feet North of the centerline of Crystal Lake Drive; thence Easterly to the intersection of the East right-of-way line of Cunningham Avenue with the South property line of a 0.95 Acre parcel having its North property line on the East 1/4 Section line of said Section 8; thence Easterly along said South property line to the West line of Lot 2 of Webber Estate Subdivision; thence Southerly along said Lot 2 a distance of 548.6 feet to a property line; thence Westerly along said property line to the East right-of-way line of Maple Street; thence Southerly along Maple Street to the centerline of the University Avenue pavement; thence Easterly along said centerline to the extension of the East right-of-way line of Maple Street

South of University Avenue; thence Southerly along the East right-of-way line of Maple Street to the North right-of-way line of Main Street; thence Easterly along Main Street to the extension of the East right-of-way line of Grove Street; thence Southerly along Grove Street to the extension of the South line of an alley commonly known as Fish Alley; thence Westerly along Fish Alley to a point 138 feet West of the West right-of-way line of Grove Street; thence Northerly 6 feet to the center of Fish Alley; thence Westerly along the centerline of the vacated portion of Fish Alley to the East right-of-way line of Maple Street; thence Southerly along Maple Street 6 feet; thence Westerly along the South line of Fish Alley to the East right-of-way line of Urbana Avenue; thence Southerly along Urbana Avenue to the South right-of-way line of California Avenue; thence Westerly along California Avenue to the East right-of-way line of Vine Street; thence Westerly to the intersection of the West right-of-way line of Vine Street with the South right-of-way line of California Avenue; thence Westerly along California Avenue to the West right-of-way line of Walnut Street; thence Northerly along the East line of Beck's Addition to the Southeast corner of Lot 4 of said Addition; thence Easterly to the Southwest corner of Lot 4 of Myers & Besores Addition; thence Northerly along the West line of said Lot 4 to the South right-of-way line of Illinois Street; thence Westerly along Illinois Street to the East line of Beck's Addition; thence Northerly along the West line of Walnut Street to a property line 132.9 feet North of the North right-of-way line of Illinois Street; thence Westerly along said property line to the East right-of-way line of Broadway Avenue; thence Southerly along Broadway Avenue to the South line of Illinois Street; thence Easterly along Illinois Street 127.5 feet; thence Southerly to the Northwest corner of Lot 5 of Beck's Addition; thence Westerly along the South line of Cedar Alley to the East right-of-way line of Broadway Avenue; thence Southerly along Broadway Avenue to the South right-of-way line of California Avenue; thence Westerly along California Avenue to a point 132 feet West of the West right-of-way line of Race Street; thence Northerly along a property line 165.5 feet to the south line of Cedar Alley; thence Westerly along Cedar Alley 103 feet, more or less; thence Northerly along a property line 127.5 feet to the South right-of-way line of Illinois Street; thence Westerly along Illinois Street 8 feet, more or less; thence Northerly along a property line 249.6 feet to the South right-of-way line of High Street; thence Westerly along High Street 28.875 feet; thence Northerly along a property line 75.5 feet to the South line of High Alley; thence Westerly along High Alley to the West right-of-way line of Cedar Street; thence Northerly 6 feet to the centerline of vacated High Alley; thence Westerly along said centerline 111.5 feet; thence Northerly along Birch Street to the South line of Fish Alley; thence Westerly along Fish Alley to the West line of McCullough Street; thence Northerly along McCullough Street 30.14 feet to a property line; thence Westerly along said property line 101.71 feet; thence Northerly along the West line of Lot 1 of Sutton's Subdivision to the South right-of-way line of Springfield Avenue; thence Westerly along the South

right-of-way of Springfield Avenue to the extension of the West line of Lot 5 of Block 10 of Sim's Addition; thence Northerly along said Lot 5 a distance of 189 feet, more or less, to the South right-of-way line of Stoughton Street; thence Northeasterly along a line perpendicular to said right-of-way line 66 feet to the North right-of-way line of Stoughton Street; thence Southeasterly along the North right-of-way line of Stoughton Street and along its curve to the left, to its intersection with the West right-of-way line of McCullough Street; thence Northerly along McCullough Street to the North right-of-way line of Main Street; thence Southeasterly along Main Street to the extension of a property line located 82 feet East of the East line of Lot 2 of the Subdivision of Lot A of a Subdivision of the South Part of the Southwest Quarter of said Section 8; thence Southerly across the Main Street right-of-way and along said property line to the South line of said Section 8; thence Easterly along said South line to a property line located 90 feet East of the East line of Porter Replat; thence Southerly along said property line to the North right-of-way line of Springfield Avenue; thence Easterly along Springfield Avenue 179.79 feet to another property line; thence Northerly along said property line to the South right-of-way line of Main Street; thence Northwesterly along the South right-of-way line of Main Street to the West right-of-way line of Central Avenue; thence Northerly along Central Avenue to the Southeast corner of Lot 10 of C.W. Smith's Subdivision; thence Westerly along the South line of said Lot 10 a distance of 139.5 feet to the West line of a north-south alley; thence Northerly along said alley to the South right-of-way line of Griggs Street; thence Westerly along Griggs Street to the East right-of-way line of McCullough Street; thence Westerly to the intersection of the South right-of-way line of Griggs Street with the West right-of-way line of McCullough Street; thence Northerly along McCullough Street to the Northeast corner of Lot 1 of Block 1 of Colonel S.T. Busey's Third Addition; thence Northwesterly along the North line of said Addition and along an extension of said line to the west right-of-way line of Orchard Street; thence Northerly along Orchard Street to the point of beginning;

except the tract of land known as the Downtown Urbana Conservation-Redevelopment District as described in City Ordinance 8081-62, passed on December 15, 1980;

encompassing 173 Acres, more or less, all situated in the South half of Section 8 and the North half of Section 17, Township 19 North, Range 9 East of the Third Principal Meridian in the City of Urbana, Champaign County, State of Illinois.

The Redevelopment Project Area so described above is generally bounded on the North by Saline Ditch, Crystal Lake Drive, and Park Street; on the East by Maple Street and Urbana Avenue; on the South by California Avenue; and on the West by Orchard Street and McCullough Street. The area excludes an area previously designated as a Redevelopment Project Area on December 15, 1980.

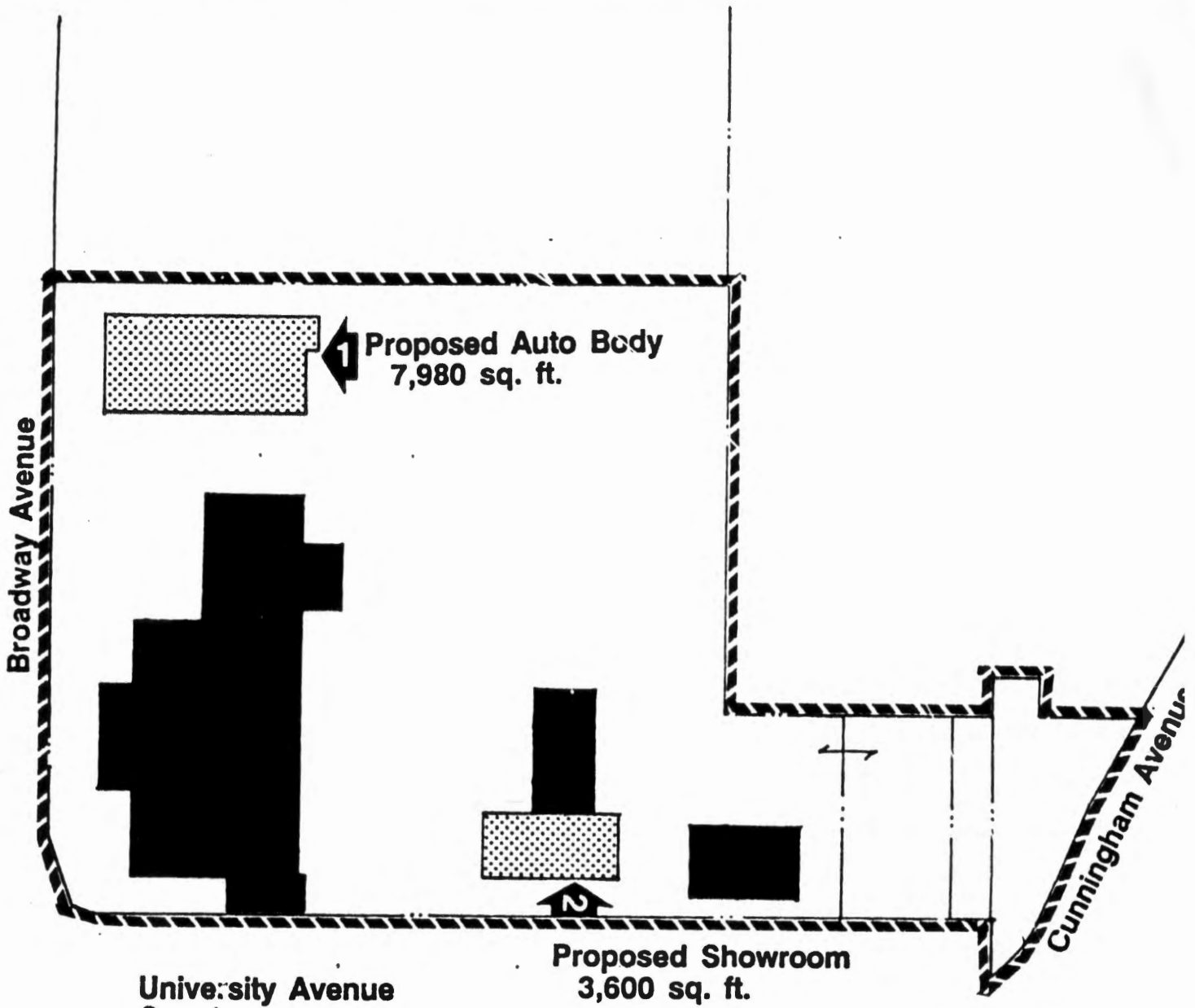


The City of Urbana's Redevelopment Plan Area II is eligible for designation as a tax increment finance district based on the qualifying criteria discussed in the following section. The qualifying criteria considered by the City of Urbana is consistent with eligibility criteria for designation as a conservation area as outlined in the Tax Increment Allocation Redevelopment Act.

The qualifying criteria section contains three subsections each of which considers a different aspect of the overall qualifying criteria related to blighting factors.

The first subsection discusses blighting factors as they affect individual structures, the second subsection discusses blighting factors as they affect land use and the third subsection discusses general blighting factors that adversely impact the redevelopment project area as a whole.

Much of the narrative and numerical representations contained in the Qualifying Criteria section is a result of information calculated from the Qualifying Criteria Survey. The City of Urbana Community Development Department surveyed every structure and parcel located within the redevelopment project plan area for conformance with factors described in the Tax Increment Allocation Redevelopment Act. The methodology used to measure the qualifying criteria is discussed in the Survey Methodology section immediately following the Qualifying Criteria section.



**Exhibit B : Site Plan**

Scale: One Inch = 100 Feet

**Shelby Toyota-Mazda's Suzuki-Isuzu Expansion Project**  
 104 E. University Avenue / #91-21-08-405-029 / 4.41 acres  
 212 E. University Avenue / #91-21-08-405-024 / 0.09 acre  
 214 E. University Avenue / #91-21-08-405-025 / 0.25 acre

Proposed Buildings = 

Prepared by the Department of Community Development Services

