

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A NORTH LINCOLN AVENUE INDUSTRIAL PARK DEVELOPMENT AGREEMENT

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into a development agreement with James H. Gallivan and Roger L. Yarbrough covering the proposed industrial park on North Lincoln Avenue; and

WHEREAS, a written copy of such an agreement entitled "NORTH LINCOLN AVENUE INDUSTRIAL PARK DEVELOPMENT AGREEMENT" has been presented to and is now before this meeting.

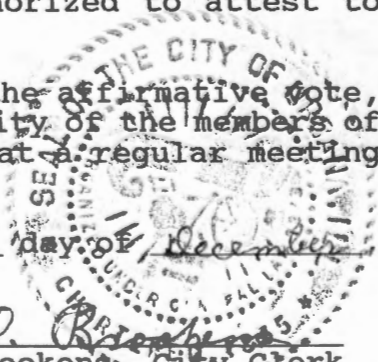
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into a development agreement with James H. Gallivan and Roger L. Yarbrough covering the proposed industrial park on North Lincoln Avenue.

Section 2. That the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

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.

PASSED by the City Council this 7th day of December, 1992.

A circular seal of the City of Urbana, Illinois, is stamped over the signature of the City Clerk. The seal contains the text "THE CITY OF URBANA, ILLINOIS" around the perimeter and "SEAL OF THE CITY OF URBANA, ILLINOIS" in the center. The date "7th day of December 1992" is also visible within the seal's border.
Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 14th day of December, 1992.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-55 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

December 9, 1992
Date



NORTH LINCOLN AVENUE INDUSTRIAL PARK DEVELOPMENT AGREEMENT

In consideration of the mutual covenants and conditions contained in this Agreement, the City of Urbana, Illinois, a municipal corporation, and James H. Gallivan and Roger L. Yarbrough, as beneficiaries and on behalf of First of America Bank Land Trust Nos. 980 and 1223 agree as follows:

Section 1. Definitions. For the purposes of this Agreement, unless the context clearly requires otherwise, the following words and terms when used in this Agreement shall have the following meanings:

The City means the City of Urbana, Illinois.

Developer means James H. Gallivan and Roger L. Yarbrough, as beneficiaries and on behalf of First of America Bank Land Trust Nos. 980 and 1223.

Development Area means the real estate upon or within which the private development is to be located. The development area is identified by Champaign County parcel index numbers 91-15-31-200-002, 91-15-31-400-027, 91-15-31-400-011, 91-15-31-400-021, 91-15-31-400-022, 91-15-31-400-023, 91-15-31-400-024, 91-15-31-400-025, 91-15-31-400-026, 91-15-32-100-010, 91-15-32-300-012.

The development area is more fully described in the attached legal description and plat map marked Exhibit "A" which is attached hereto and incorporated herein.

Parties means collectively the City and the Developer.

Section 2. Authority. The parties hereby represent to each other that they have full power and authority to execute this Agreement and that the Agreement is a legal, valid and binding obligation of each party, enforceable against the other in accordance with its terms.

Section 3. Oak Street. The City agrees to budget and expend, for the 1993 road construction season, Three Thousand Five Hundred Dollars (\$3,500.00) towards the oil and chip maintenance of that portion of Oak Street between Anthony Drive and Wilbur Road within the City of Urbana. The City shall not be required to widen the existing roadway.

Section 4. Lincoln Avenue The City agrees to budget and expend, for the 1993 road construction season, Fifty Thousand Dollars (\$50,000.00) towards road improvements on Lincoln Avenue from the North edge of the Lincoln Avenue bridge over the Saline Branch to the North Line of Lot 2 of the Illinois Central Railroad Co. Subdivision, a distance of approximately 1400 feet.

The improvements shall include removal of the existing surface and base, widening the roadway to a minimum width of twenty-four feet (24'), and associated adequate drainage improvements. The specifications for the road improvements, to be prepared by the City Engineer, shall include lime stabilization to modify the subgrade twelve inches (12") deep, an eight inch (8") thick CA6 compacted R.A.P. base course, and a three inch (3") thick Class I, Mixture C surface course, per IDOT specifications.

Section 5. Road A. Developer agrees to construct a roadway connecting Lincoln Avenue to the bridge over the Saline Ditch in accordance with the specifications in Exhibit "B", attached hereto and incorporated herein. The roadway will have a minimum width of thirty-four feet (34'), including curb and gutter. The roadway will be constructed using the existing road base with a four inch (4") thick Class I, Mixture C surface course, per IDOT specifications.

The City agrees to accept dedication of the roadway upon completion of construction in accordance with the specifications in Exhibit "B". The City shall pay to the roadway contractor the sum of Sixty Thousand Dollars (\$60,000.00) towards the cost of constructing the roadway. The City's contribution shall be due and payable on July 10, 1993 or upon acceptance of the dedication of the roadway, whichever is the later date.

Section 6. Maintenance of Bridge. The City agrees to accept maintenance of the bridge over the Saline Ditch previously constructed by Developer and further described in Exhibit "C" attached hereto and incorporated herein.

Section 7. Marketing. The Developer shall immediately begin to actively market the property for industrial development. The City agrees to assist in the marketing of the development area.

Section 8. Default. Failure or delay by either party to timely perform any term or provision of this Agreement shall constitute default under this Agreement, unless this Agreement is amended by mutual consent. 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 written notice of the existence of such default. If such default is cured within such thirty-day (30) period, the default shall not be deemed to constitute a breach of this Agreement. A default which is not cured within the thirty day (30) period shall constitute a breach of this Agreement.

Section 9. Third Parties. Nothing in this Agreement, whether or 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. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer.

Section 10. 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 as of the third day from and including the date of posting, if mailed to the following address:

TO THE DEVELOPER: Roger L. Yarbrough
2906 North Oak
Urbana, Illinois 61801

TO THE CITY: City of Urbana
ATTENTION: Chief Administrative Officer
400 South Vine Street
Urbana, Illinois 61801

Section 11. 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 the Developer may not assign its rights under this Agreement without the express written approval of the City.

Section 12. No joint venture, agency, or partnership created. Nothing in this Agreement, nor in the actions of the parties pursuant 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 13. No personal liability of officials of the City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, agent, employee or attorney of the City, 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 14. 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 15, Effective Date. The parties hereby agree that the effective date of this Agreement shall be the date the Agreement is executed by the City as indicated by the date beneath the Mayor's signature.

IN WITNESS WHEREOF the City and the Developer have caused this Agreement to be executed by their duly authorized officers.

CITY

DEVELOPER

By: _____
Mayor Jeffrey T. Markland

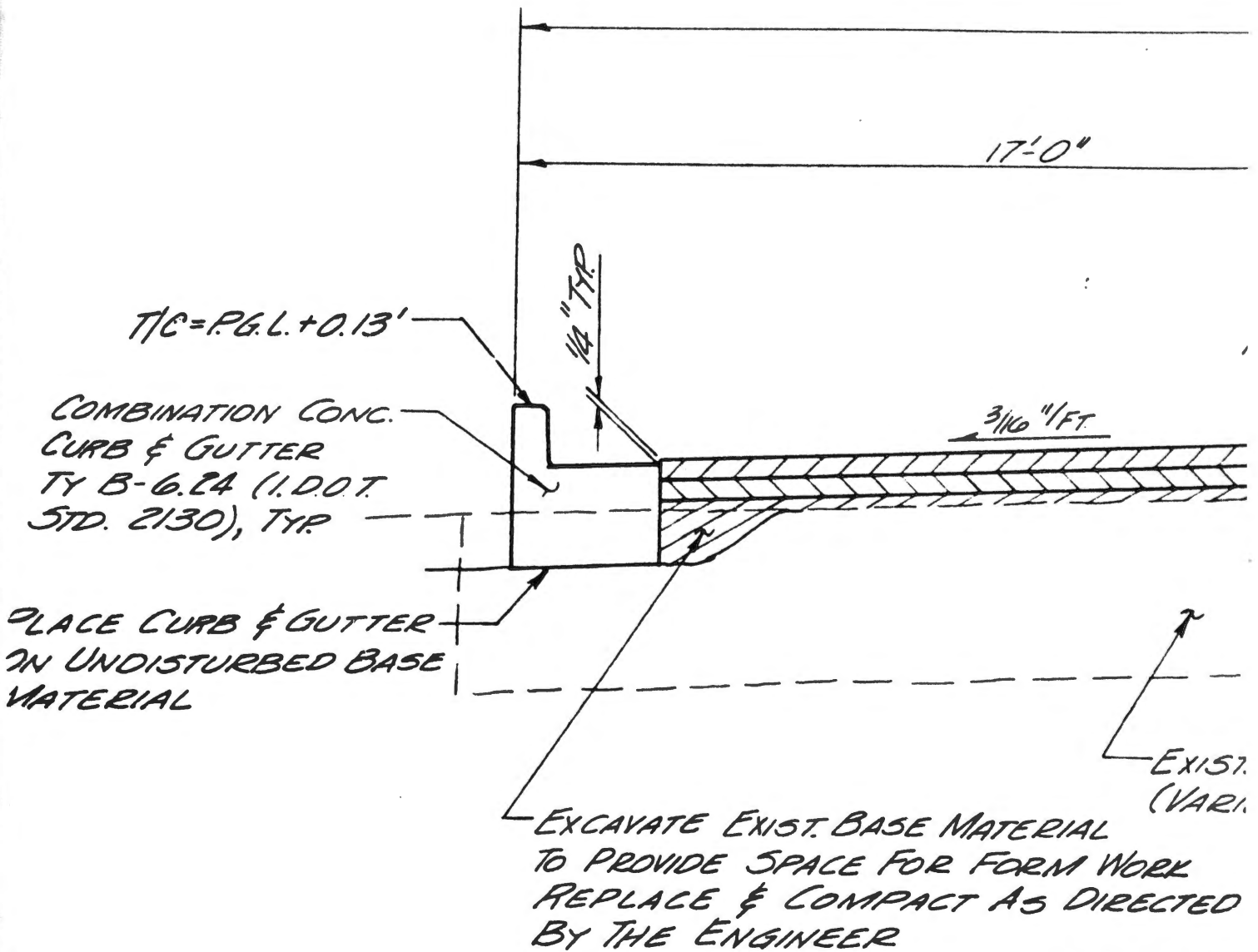
By: _____
James H. Gallivan

Date: _____

ATTEST:

By: _____
Roger L. Yarbrough

City Clerk Ruth S. Brookens



TYPICAL

DA &	Date: 12-3-92	Survey
	Revisions:	Design
		Drawn
		Checked
		Appr.
Prepared by DAILY & A		

34'-0" B/B

STREET

17'-0"

17'-0"

P.G.L.

① 1 1/2"

② 2 1/2"

3/16" / FT

3/16" / FT

EXIST. AGG. BASE MATERIAL
(VARIES - 15" TO 27" THICK)

AGG. BASE COURSE
(MAY USE SALVAGED
MATERIAL FROM T

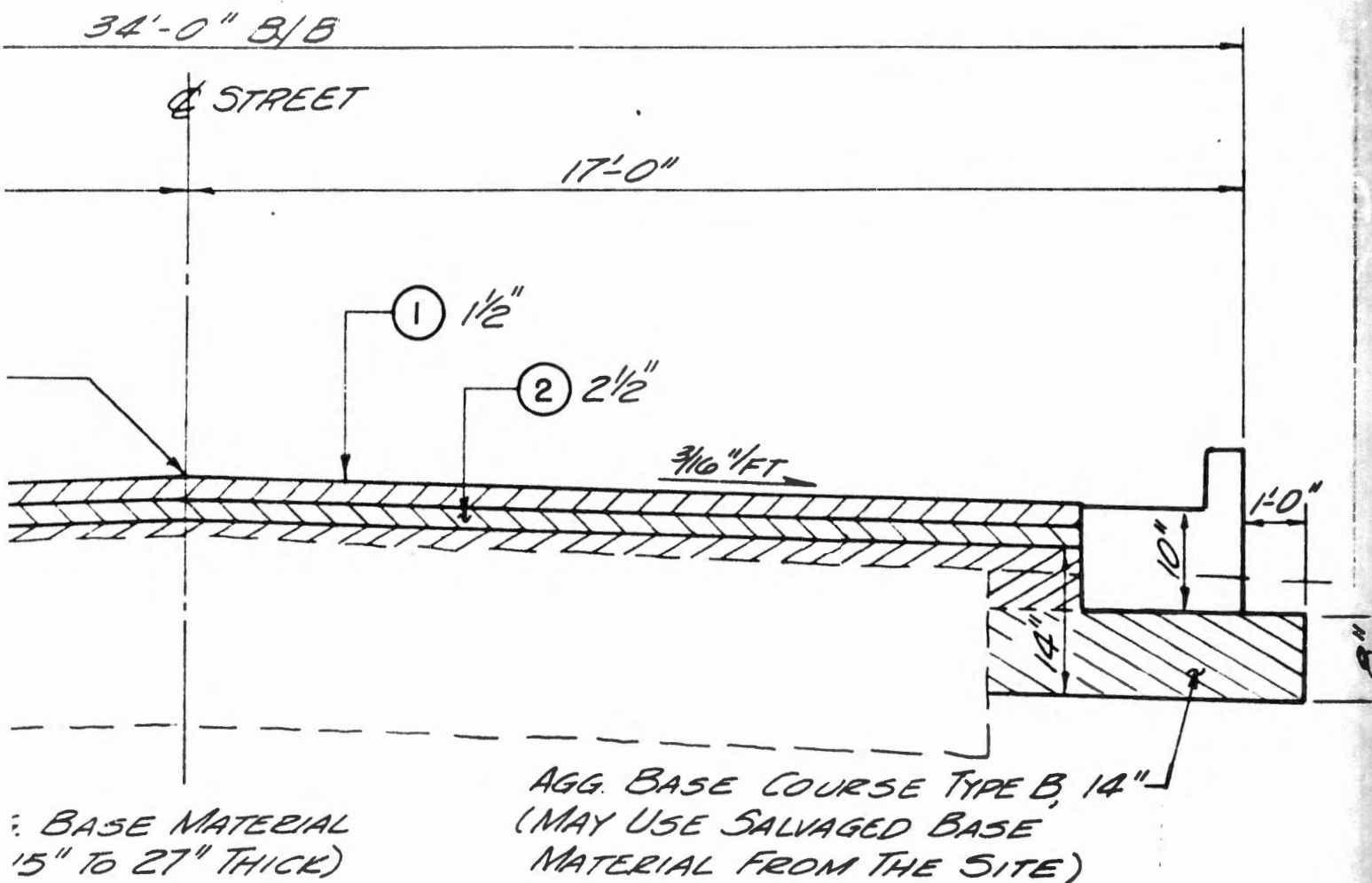
USE MATERIAL
FOR FORM WORK
IMPACT AS DIRECTED
R

TYPICAL STREET "A" PAVEMENT SECTION

STA. 7+30.08 TO STA. 15+70

E

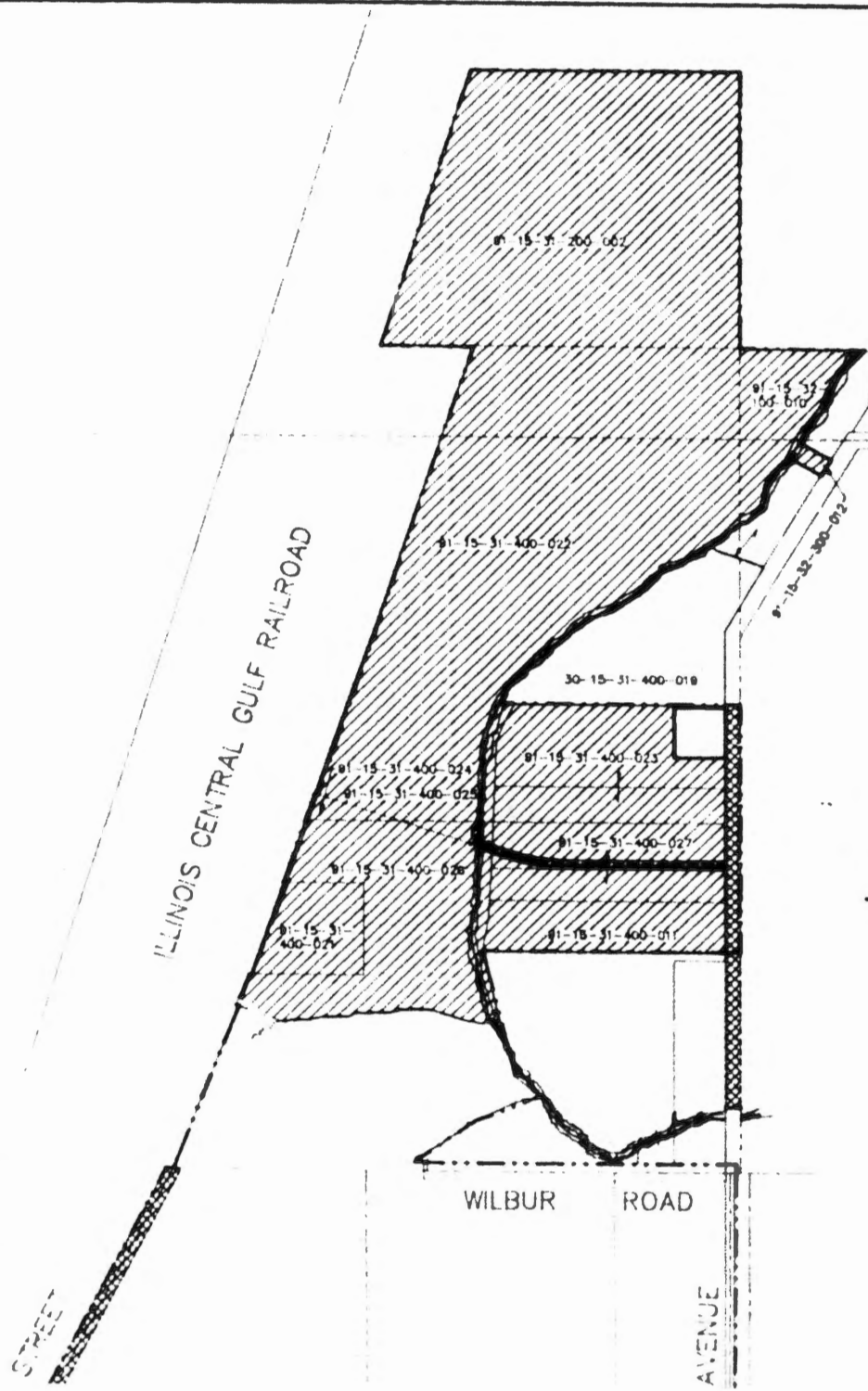
Date. 12-3-92	Surveyed -	NORTH LINCOLN AVENUE INDUSTRIAL PARK	TYPICAL STREET SECTION
Revisions:	Designed KEJ		
	Drawn JWN		
	Checked TBJ		
	Appr. TBJ		
Prepared by DAILY & ASSOCIATES, ENGINEERS, INC. CHAMPAIGN, PEORIA, & BLOOMINGTON, ILL.			








SECTION "A" PAVEMENT SECTION
 STA. 14+30.08 TO STA. 15+70

Exhibit "B"

NORTH LINCOLN AVENUE INDUSTRIAL PARK	TYPICAL STREET SECTIONS	Sheet 2 of 6
ASSOCIATES, ENGINEERS, INC. CHAMPAIGN, PEORIA, & BLOOMINGTON, ILLINOIS		Job No. 779.81



LEGEND

-  INDICATES PROPOSED DEVELOPMENT AREA
-  INDICATES STREET "A"
-  INDICATES PROPOSED STREET IMPROVEMENTS
-  INDICATES EXISTING CITY LIMITS
-  INDICATES EXISTING ACCESS BRIDGE "A"

INDICATES EXISTING CITY LIMITS
INDICATES EXISTING ACCESS BRIDGE "A"

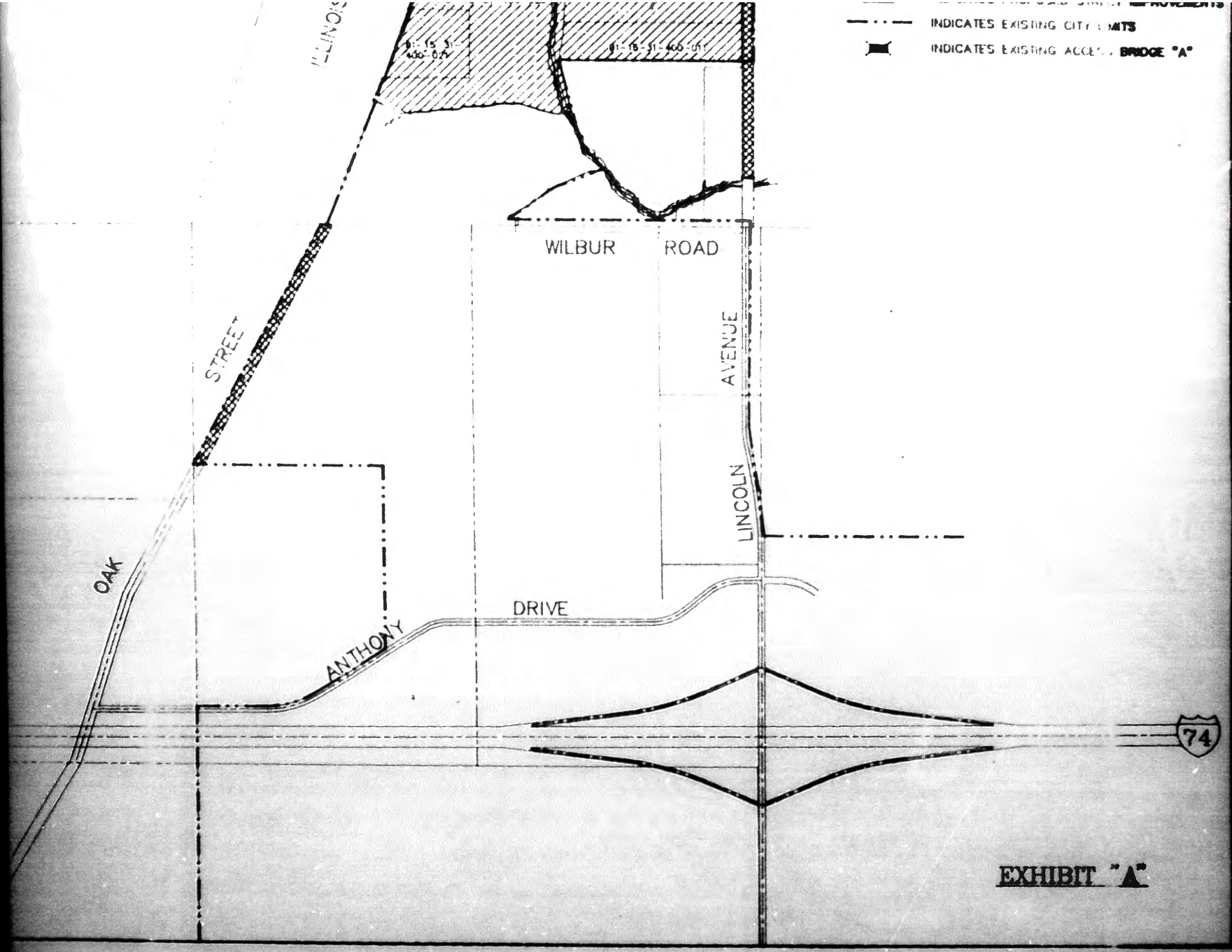


EXHIBIT "A"

ILLINOIS CENTRAL GULF RAILROAD

STREET

ANTHONY

WILBUR ROAD

AVENUE
LINCOLN

DRIVE

01-15-31-400-010
01-15-31-400-025
30-15-31-400-018
01-15-31-400-024
01-15-31-400-025
01-15-31-400-027
01-15-31-400-026
01-15-31-400-027
01-15-31-400-011



LEGEND






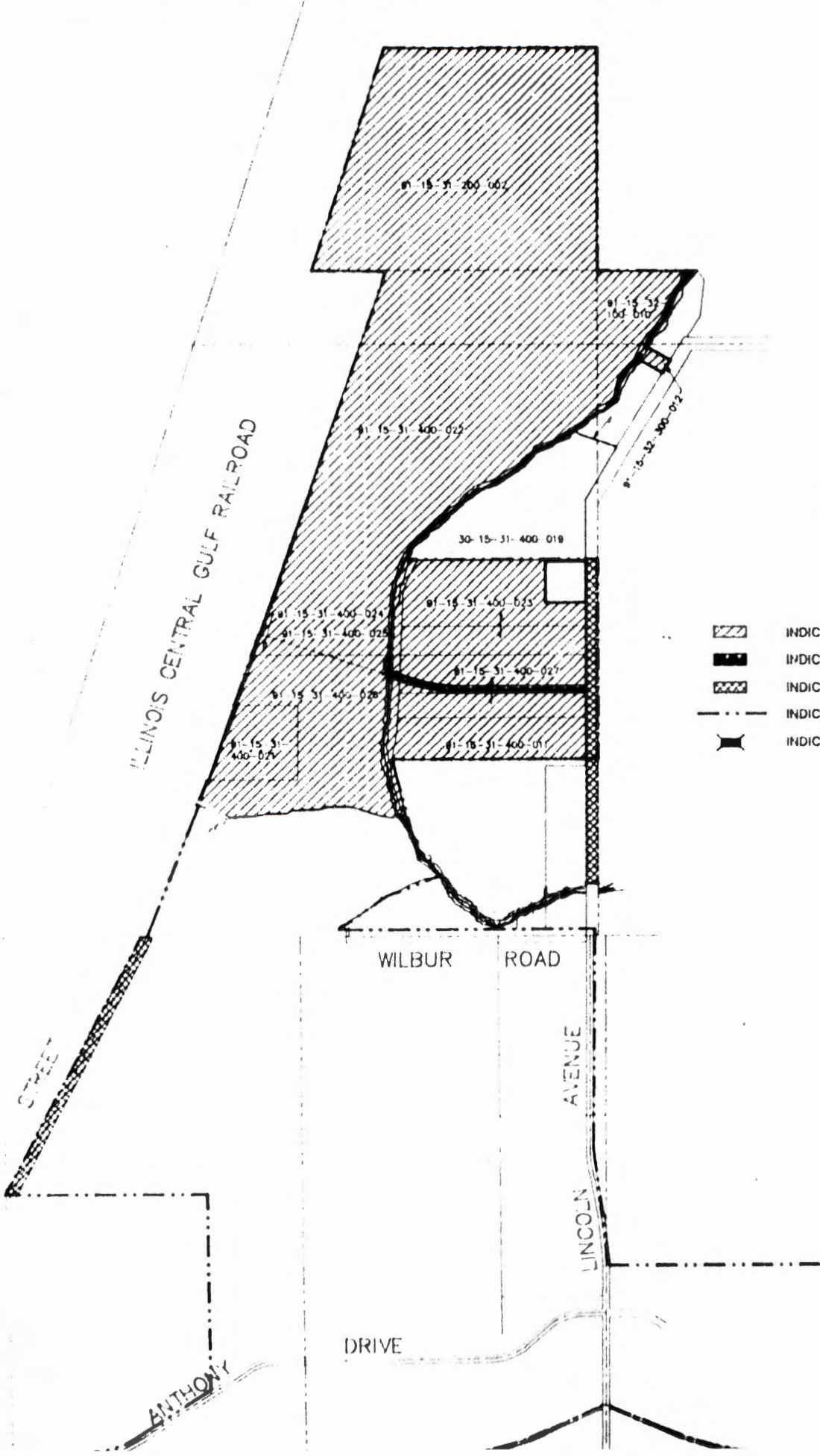





-  INDICATES PROPOSED DEVELOPMENT AREA
-  INDICATES STREET "A"
-  INDICATES PROPOSED STREET IMPROVEMENTS
-  INDICATES EXISTING CITY LIMITS
-  INDICATES EXISTING ACCESS BRIDGE "A"



EXHIBIT "A"



LEGEND

-  INDICATES PROPOSED DEVELOPMENT AREA
-  INDICATES STREET "A"
-  INDICATES PROPOSED STREET IMPROVEMENTS
-  INDICATES EXISTING CITY LIMITS
-  INDICATES EXISTING ACCESS, BRIDGE "A"