

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF URBANA, AND THE GOOSE ALLEY PROPERTY OWNERS

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into a Redevelopment Agreement with the Goose Alley Property Owners; and

WHEREAS, a written copy of such Redevelopment Agreement 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 Redevelopment Agreement with the Goose Alley Property Owners.

Section 2. That the Mayor is hereby authorized to execute and deliver such Redevelopment 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 on this 16th day of October, 1995.

AYES: Kearns, Patt, Pollock, Ryan,
Taylor, Whelan

NAYS:

ABSTAIN:

APPROVED by the Mayor this 19th day of October, 1995.

Phyllis D. Clark
Phyllis D. Clark, City Clerk
by Deborah J. Roberts, Deputy Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

The Ordinance file did not contain an attachment.

The following attachment was filmed from materials distributed at the

Oct. 16, 1995

City Council meeting.

the
Goose Alley Improvement Project

a

REDEVELOPMENT AGREEMENT

by and between the

City of Urbana
Champaign County, Illinois

and

the Goose Alley Property Owners

Dated October 2, 1995

Prepared by:
City of Urbana

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LIST OF EXHIBITS

- A. "Map and Legal Description of Development Area"
- B. "Goose Alley Improvement Project Site Plan"
- C. "Public Access Easement"
- D. "Area and Cost Calculations"

This Redevelopment Agreement (including any attachments and exhibits, collectively, the "Agreement"), dated as of the _____ day of _____, 1995, by and between the City of Urbana, an Illinois home-rule municipality, in Champaign County, Illinois (the "City"), and the Goose Alley Property Owners, (the "Developer").

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 et seq. of Chapter 65 of the Illinois Compiled Statutes), as supplemented and amended, (the "TIF Act") 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, the City has designated the Central Business District as a redevelopment area ("TIF I Downtown Area No. 1 Redevelopment Plan & Projects"); and

WHEREAS, in connection with the Redevelopment Project, Redevelopment Plan and Redevelopment Project Area, the City Council of the City (the "Corporate Authorities") adopted Ordinance No. 8081-61 "An Ordinance Approving a Redevelopment Plan and Redevelopment Project; Designating a Redevelopment Project Area; and Adopting Tax Increment Allocation Finance", which has been duly filed with the County Clerk of Champaign County, Illinois; and

WHEREAS, the Corporate Authorities have 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 as a "conservation area" under the Act; and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Project, the Developer proposes to make certain improvements within the redevelopment project area, said improvements hereafter referred to as the "Goose Alley Improvement Project" or "Development"; and

WHEREAS, the Developer represents all the property owners of record of certain real property located within the redevelopment project area, said location described in the legal description which is attached hereto as Exhibit "A"; and

WHEREAS, the Goose Alley Improvement Project will complete streetscape improvements to the alley initiated several years ago; and

WHEREAS, the Goose Alley Improvement Project will help preserve one of Urbana's few remaining public alleys adjacent to an entire block of historic commercial buildings; and

WHEREAS, the Goose Alley Improvement Project will improve public safety and promote pedestrian use of the alley as a public open space; and

WHEREAS, the Goose Alley Improvement Project will promote the retention and attraction of businesses in the central business district; and

WHEREAS, the Developer will incur certain Redevelopment Project Costs including, but not limited to, the cost of professional design services, site clearance, and the installation of parking spaces, sidewalks, landscaping, and other "streetscape" amenities intended to improve the appearance and utility of Goose Alley and the adjacent open space for the public's enjoyment; and

WHEREAS, the Downtown Development and Redevelopment Commission has reviewed and approved a site plan for the Development attached hereto as Exhibit "B", Goose Alley Improvement Project Site Plan; and

WHEREAS, the Developer is unwilling to undertake the Development without certain guarantees and warranties, including, but not limited to, 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:

“City” means the City of Urbana, Champaign County, Illinois.

“Corporate Authorities” means the City Council of the City of Urbana, Illinois.

“Developer” shall mean the Goose Alley Property Owners. Developer may, in accordance with its needs, assign all or part of this Agreement to Norman Baxley. In this case, the rights and obligations of the Developer under this Agreement shall apply to the extent stated in a written contract between Developer and Norman Baxley.

"Development" means the improvement of the Goose Alley Project Area in accordance with the site plan attached hereto as Exhibit "B".

"Development Area" or "Goose Alley Project Area" means the real estate upon or within which the Development is to be located. The Development Area includes the Goose Alley right-of-way located between Broadway Avenue and Race Street, north of Main Street and south of Water Street, and the exterior open space of the properties contiguous to and located south of Goose Alley. The map and legal description of Development Area is attached hereto as Exhibit "A".

"Director" means the Director of Community Development Services employed by the City of Urbana. The Director may authorize another employee of the City to represent the Director with respect to the administration and enforcement of this Agreement.

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

"Fund" means the "Special Tax Allocation Fund for Redevelopment Project Area Number One" established under Section 5/11-74.8 of the TIF Act and Ordinance 8081-61.

"Goose Alley" means the public alley right-of-way located between Broadway Avenue and Race Street, north of Main Street and south of Water Street.

"Goose Alley Property Owners" or "GAPO" means the owners of record of the real estate located immediately south of and contiguous to Goose Alley whose open space will be improved. Also see "Developer".

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

"Redevelopment Project Costs" or "TIF-eligible Costs" shall mean Developer costs as set forth in 65 ILCS 5/11-74.4-3. Such costs include professional design services, site preparation, and installation of a public sidewalk, parking spaces, landscaping, and other "streetscape" improvements in accordance with the site plan attached to this Agreement as Exhibit "B".

"Streetscape" shall mean sidewalks, parking lots, planters, trees, street furniture, decorative lighting, signage, and other improvements which generally conform to the design standards of the "Streetscape Design Manual" adopted by the City.

"TIF Act" shall mean the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 et. seq. of Chapter 65 of the Illinois Compiled Statutes).

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, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

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, regulation, statute, ordinance, judgment, 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.

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 Illinois, and is duly qualified to transact business in the State of Illinois, and is in good standing under, the laws of each of the other 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, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, insolvency, reorganization, moratorium or other laws affecting the enforce-ability of debtors' or creditors' rights, and by equitable principles.

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, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

Section 2.2.5 Consents. 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.

Section 2.2.6 No Proceedings or Judgments. There is no claim, action or proceeding now pending or to the best of its 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 2.3 Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other, except as set forth in this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and the Developer assumes all risks in connection with the practical realization of any such development.

ARTICLE III

CITY'S COVENANTS AND AGREEMENTS

Section 3.1 Reimbursement for "Streetscape" Improvements The City agrees to reimburse the Developer, as a TIF-eligible expense, an amount up to \$25,000.00 in consideration for the granting of a public easement, and for the cost of professional design services, demolition, site clearance and improvements related to the Development in accordance with the limitations and guidelines set forth in this Agreement and provided that the Developer completes work prior to June 15, 1996, and submits documentation to the City before July 1, 1996 giving evidence of payment for said work.

The City shall pay 100% (one-hundred percent) of TIF-eligible costs up to a maximum of \$5,000 related to the installation of the sidewalk and improvements to be located within the public easement described in Exhibit "C" and illustrated in the attached site plan Exhibit "B".

The City shall pay up to 50% (fifty percent) of TIF-eligible costs up to a maximum of \$20,000 related to the design, site preparation and improvements illustrated in the attached site plan Exhibit "B" and located within the Goose Alley Project Area south of Goose Alley and excluding the public easement described in Exhibit "C". Furthermore, the City shall pay no more than 50% (fifty percent) of the TIF-eligible costs related to the design, site preparation and improvements for each individual parcel and no more

than the "Maximum Reimbursement Payable" for each individual parcel as described in Exhibit "D": Area and Cost Calculations, the design costs of which shall be assigned to each individual parcel using a fair and reasonable method as determined by the Developer.

For the purposes of this Agreement, the maximum reimbursement payable per parcel is determined by calculating the open space area of each parcel that is proposed to be improved (except that area located within the public access easement described in Exhibit "C"), then calculating the proportional share of funds available to each parcel on a square foot basis.

The City shall make the above payments to the extent that the Developer submits documentation for eligible project costs in accordance with the procedures established in Article V of this Agreement. If the entire \$25,000 budgeted by the City for this Development is not requested for reimbursement by the Developer on or before June 15, 1996, then the Director is authorized to utilize the remaining funds for landscaping or other public improvements located within the Development Area before the end of 1996.

Section 3.2 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 "Development" as set forth herein. It is expressly recognized and understood that incremental reimbursement payments

may be issued by the City to the Developer provided the City receives and approves documentation of that portion of the project which is completed prior to the time Developer is obligated to complete the "Development".

ARTICLE IV
DEVELOPER'S COVENANTS

Section 4.1 Agreement to Provide a Public Easement and Sidewalk. The Developer covenants and agrees to convey an easement for the purposes of providing a public sidewalk and public access along the south side of Goose Alley described in the attached Exhibit "C", and to make all improvements in accordance with the Development site plan (attached herein as Exhibit "B") by no later than June 15, 1996. Said improvements shall be completed prior to actual conveyance of said public easement.

Section 4.2 Agreement to Provide "Streetscape" Improvements
The Developer covenants and agrees to make all improvements in accordance with the Development site plan (attached herein as Exhibit "B") by no later than June 15, 1996.

It is understood and agreed that the parties may agree by mutual consent to modify the site plan provided such modification is in substantial conformance with the design and intent of said plan, and provided evidence of this consent and the modification of the plan is documented and written approval is provided by the Director.

Section 4.3 Designation of the Developer and Account Prior to any reimbursement by the City, the Goose Alley Property Owners shall enter into a written contract designating the person who will represent the Developer and assigning certain

rights and responsibilities therein necessary to implement the Development. The contract shall provide for establishment of a bank account where reimbursement payments made by the City shall be deposited and from which payments to individual property owners shall be made by the Developer.

Section 4.4 Documentation of TIF-eligible Development Costs On or before June 30, 1995 the Developer shall provide the Director with documentation of all design, demolition, site clearance, site improvement and other TIF-eligible costs incurred by the Developer under Section 4.1 of this Agreement. Documentation shall include copies of all contracts, bid documents, and receipts for payment associated with this project.

Section 4.3 Compliance With All Laws. The Developer agrees that in the construction of the 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.

ARTICLE V

PAYMENT FOR ELIGIBLE PROJECT COSTS

Section 5.1 Payment Procedures. The City and the Developer agree that the obligation of the City to reimburse the Developer as provided in Article III of this Agreement shall be disbursed by the Comptroller of the City for payment to the Developer according to the procedures set forth in this Section 5.1 of this Agreement.

The City hereby designates the City's Director, or the designee thereof as its representative to coordinate the authorization of disbursement of such amount as may be due to the Developer from the City as Redevelopment Project Costs. Payments to the Developer shall be made upon request therefor and shall include a statement as to the TIF-eligible costs incurred.

Section 5.2 Approval and Resubmission of Documentation. If disapproved, the Director shall give the Developer written notice of such disapproval of the documentation within ten (10) days after receipt thereof. Failure to do so shall constitute approval. In the absence of a default pursuant to Article V, no such approval shall be denied except on the basis of insufficient documentation. If documentation is disapproved by such Director, the reasons for disallowance will be set forth in writing if such disapproval is valid and the Developer may resubmit such documents with such additional documentation or verification as may be required. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 5.3 Time of Payment. The City shall pay the amount due to the Developer from the City within thirty (30) days of the approval of the documentation as set forth in Section 5.2 above.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 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. 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 other Party. 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. 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 can not reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of such default, 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.

Section 6.2 Remedies. The sole remedy of either Party in the event of a default by the other Party under any of the terms and provisions of this Agreement shall be to institute legal action against the other Party for specific performance or other appropriate equitable relief. Both the City of Urbana and the Developer shall be mutually subject to monetary damages pursuant to this Agreement. No default on the part of the Developer can give rise to a right on the part of the City to terminate the parking privileges granted under Article III of this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Entire Contract and Amendments. This Agreement (together with the Exhibits "A" to "D" inclusive, 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, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 7.2 Third Parties. Except as otherwise provided herein, 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 provision 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 7.3 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 7.4 Legally Valid and Binding. This Agreement shall constitute a legally valid and binding obligation of the City according to the terms hereof.

Section 7.5 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 if 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 disturbances (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 judgment), 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 7.6 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 7.7 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 for the better assuring, pledging, assigning and confirming unto the City and the Developer all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under this Agreement.

Section 7.8 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.

Section 7.9 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:

Goose Alley Property Owners
c/o Norman E. Baxley
Baxley Films Ltd.
112 W. Main Street
Urbana, IL 61801
Tel: (217) 367-7334

To the City:

City of Urbana
Department of Community Development Services
115 W. Main Street, Suite 200
Urbana, IL 61801
Attention: Director
Tel: (217) 384-2444
Fax: (217) 384-0200

With a copy to:

Legal Division
400 South Vine Street
Urbana, IL 61801
Tel: (217) 384-2464
Fax: (217) 384-2363

Section 7.10 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 7.11 No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of the Parties to this Agreement shall be construed by the parties hereto or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

Section 7.12 Illinois Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois.

Section 7.13 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 costs of enforcing the defaulting Party's obligations under this Agreement, including but not limited to, attorneys' fees and expenses.

Section 7.14 No Personal Liability of Officials of City or 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, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City or Developer 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 7.15 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's Code of Ordinances or any part thereof is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 7.16 Term. This Agreement shall remain in full force and effect until January 1, 1997.

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.

CITY OF URBANA, ILLINOIS

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

GOOSE ALLEY PROPERTY OWNERS

Property Owner of:
130 W. Main Street

By: _____
Anthony E. Novak

Subscribed and sworn to before me this

_____ day of _____, 19____, A.D.

Notary Public

My Commission Expires: _____

Property Owner of:
126 W. Main Street

By: _____
William DeJarnette

By: _____
Taffy DeJarnette

Subscribed and sworn to before me this

_____ day of _____, 19____, A.D.

Notary Public

My Commission Expires: _____

Property Owner of:
116 and 114 W. Main Street

By: _____
Victor E. Isaksen

Subscribed and sworn to before me this

_____ day of _____, 19____, A.D.

Notary Public

My Commission Expires: _____

Property Owner of:
120, 112, and 110 W. Main Street

By: _____
Norman E. Baxley

Subscribed and sworn to before me this

_____ day of _____, 19____, A.D.

Notary Public

My Commission Expires: _____

Property Owner of:
106 W. Main Street

HEEL TO TOE, INC.

By: _____

Its: _____

(SEAL)

ATTEST:

Secretary

Property Owner of:
102 W. Main Street

By: _____
Brian Silverman

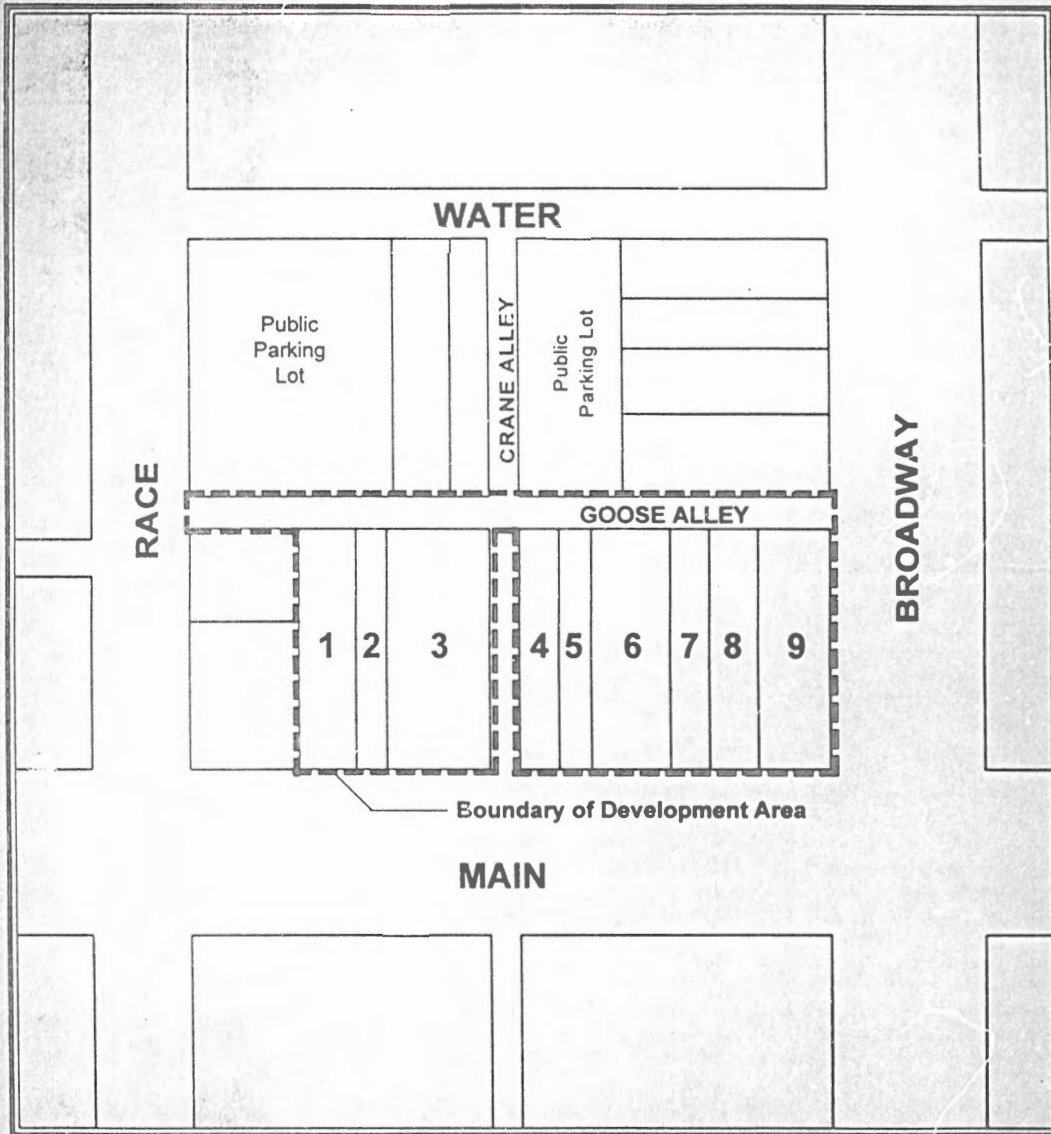
Subscribed and sworn to before me this

_____ day of _____, 19____, A.D.

Notary Public

My Commission Expires: _____

[Exhibits A to D, inclusive follow this page and are integral parts of this Agreement in the context of use.]



Goose Alley Improvement Project

Exhibit A : Map and Legal Description



By Community Development Services (RAB) October 3, 1995



EXHIBIT A

Map and Legal Description of Development Area

The Development Area includes Goose Alley and nine (9) contiguous parcels, the common street address and respective permanent parcel number and map reference numbers are:

<u>Map #</u>	<u>Permanent Parcel Number</u>	<u>Street Address</u>
1	92-21-17-202-003	130 W. Main Street
2	92-21-17-202-004	126 W. Main Street
3	92-21-17-202-017	120 W. Main Street
4	92-21-17-202-007	116 W. Main Street
5	92-21-17-202-008	114 W. Main Street
6	92-21-17-202-016	112 W. Main Street
7	92-21-17-202-011	110 W. Main Street
8	92-21-17-202-012	106 W. Main Street
9	92-21-17-202-015	102 W. Main Street

and which is further described in the legal description to wit;

*All of Lots 34, 36, 38, 40, and 42 in the Original Town of Urbana,
Champaign County, Illinois*

*Together with that portion of Goose Alley located between Race Street
and Broadway Avenue.*

All located in Champaign County, Illinois.

EXHIBIT B
Goose Alley Improvement Project Site Plan

WATER STREET

SYMBOL LIST

- FIELD PHOTO
- CITY LOT/CONCAVE PARKING
- LANDSCAPE AREA
- POSSIBLE PRECAST PANEL (COVERED BY CITY OF URBANA)
- EXISTING VERTICAL SIGN/LIGHT
- EXISTING FIELD PROPERTY OWNER

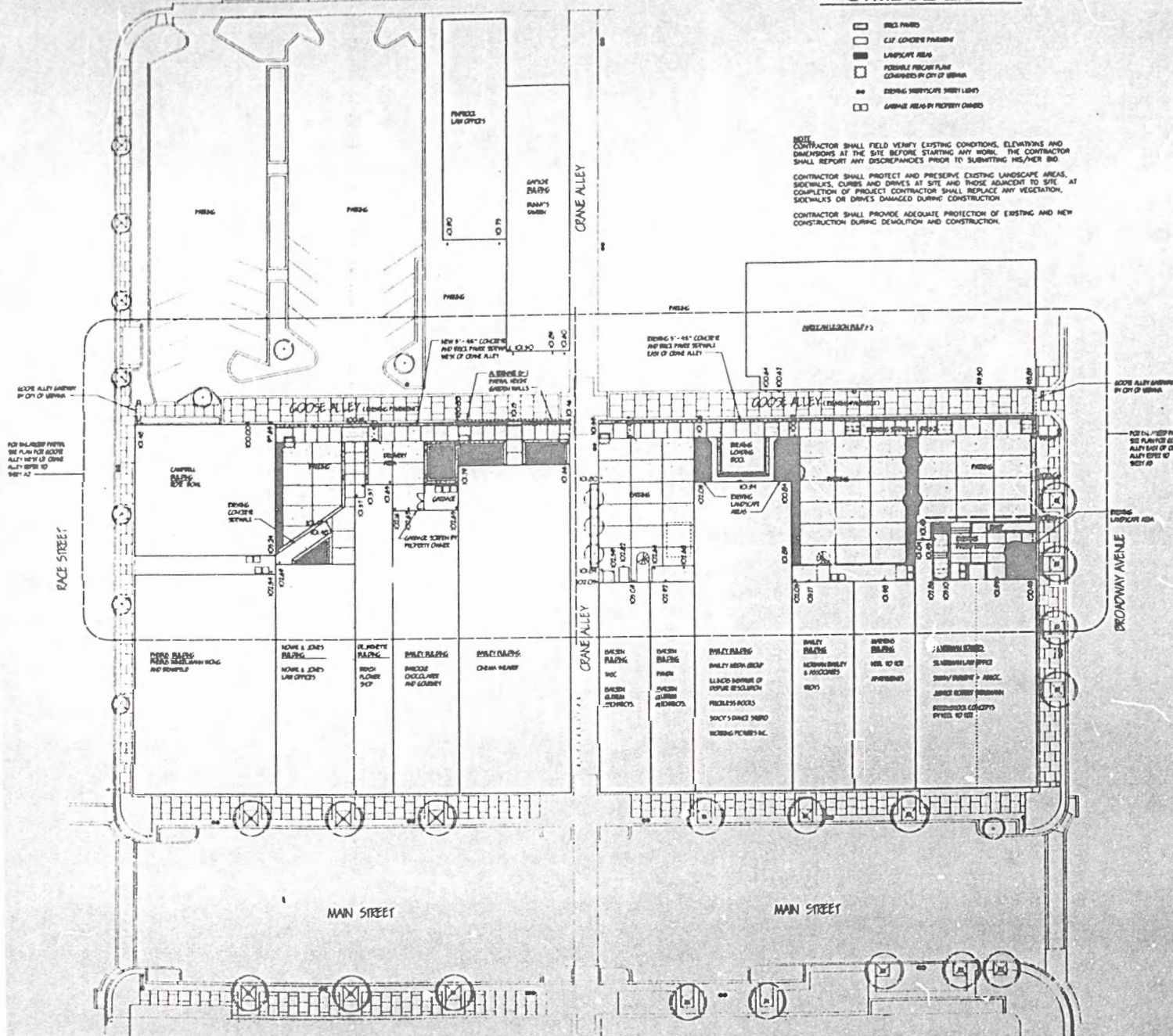
NOTE:
 CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS, ELEVATIONS AND DIMENSIONS AT THE SITE BEFORE STARTING ANY WORK. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES PRIOR TO SUBMITTING PERMITS. THE CONTRACTOR SHALL PROTECT AND PRESERVE EXISTING LANDSCAPE AREAS, SIDEWALKS, CURBS AND DRIVES AT SITE AND ADJACENT TO SITE. AT COMPLETION OF PROJECT CONTRACTOR SHALL REPLACE ANY VEGETATION, SIDEWALKS OR DRIVES DAMAGED DURING CONSTRUCTION.
 CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION OF EXISTING AND NEW CONSTRUCTION DURING DEMOLITION AND CONSTRUCTION.

GENERAL NOTES

1. ALL CONSTRUCTION WILL BE SUPERVISED AND OBSERVED BY THE ARCHITECT/ENGINEER. WORK PERFORMED WITHOUT OBSERVATION BY THE ARCHITECT/ENGINEER MAY BE REJECTED.
2. REPLACEMENT AND REPAIR OF ANY FIELD TILE ENCOUNTERED DURING CONSTRUCTION WILL BE REQUIRED. THE REPAIR AND REPLACEMENT OF FIELD TILE NOT SHOWN ON THE PLANS SHALL BE CONSIDERED AS AN EXTRA.
3. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY THE URBANA CITY ENGINEER'S OFFICE (384-2385) TWENTY-FOUR HOURS PRIOR TO STARTING ANY CONSTRUCTION FOR THE APPROVAL.
5. CONTRACTOR SHALL ADDRESS ALL PERMITS AND CONTACT ALL AGENCIES INVOLVED FOR THE APPROVAL.
6. FIELD TILE REPLACED WITH RIGHTS-OF-WAY SHOULD BE RECONSTRUCTED OF MATERIAL SIMILAR TO THE STORM SEWER OR CONNECTED TO THE STORM SEWER AND NOT EXTEND BEYOND PARCELS AS DIRECTED.
7. THE CONTRACTOR SHALL ABIDE BY ANY CONFORMANCE(S) OF ACCEPTANCE IMPOSED BY THE CITY OF URBANA, THE URBANA AND CHAMPAIGN SANITARY DISTRICT AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
8. SPECIFICATIONS ADOPTED BY REFERENCE IN THESE PLANS REFER TO THE LATEST PUBLISHED REVISION THEREOF.
9. ALL MATERIALS CALLED FOR IN THESE PLANS OR THE REFERENCED SPECIFICATIONS, SHALL BE FURNISHED AS INCIDENTAL TO THE CONSTRUCTION OF THE VARIOUS IMPROVEMENTS EXCEPT THOSE MATERIALS "SUGGESTED" BY THE CITY OF URBANA AS NOTED ON THE PLANS.
10. EACH CONTRACTOR SHALL SECURE ALL REQUIRED INSURANCE COVERAGE PRIOR TO COMMENCING WORK.
11. CONTRACTOR ATTENTION IS CALLED TO CURRENT STATE AND FEDERAL (DOT) SAFETY REGULATIONS AND GUIDELINES. CONTRACTORS SHALL BE FAMILIAR WITH THESE REGULATIONS AND GUIDELINES AND SHALL STRICTLY ADHERE TO THEM.
12. FINISHED SURFACES SHOULD MATCH SURROUNDING GROUND, WITH ALLOWANCE FOR SETTLEMENT, OR AS OTHERWISE DIRECTED BY THE CONTRACT DOCUMENTS.
13. ALL GRINDS SHALL BE DONE IN ACCORDANCE WITH SPOT ELEVATIONS, GRADES, AND FLOW / ARROWS AS SHOWN OR AS DIRECTED BY THE ARCHITECT/ENGINEER.
14. ALL WORK AS SET FORTH IN THE CONTRACT DOCUMENTS SHALL BE PERFORMED BY THE CONTRACTOR UNLESS SPECIFICALLY STATED OTHERWISE.
15. VARIOUS UNDERGROUND AND SURFACE STRUCTURES MAY OR MAY NOT BE SHOWN ON THE PLANS. THE LOCATION AND DIMENSIONS OF SUCH STRUCTURES UNDER OTHER CITY OR STATE WORK TO BE ABSOLUTELY CORRECT. THE STRUCTURES ARE PLOTTED ON THE PLANS FOR INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSIDERED AS A REPRESENTATION THAT SUCH STRUCTURES WILL BE FOUND OR ENCOUNTERED AS PLOTTED. OTHER STRUCTURES MAY ALSO BE ENCOUNTERED WHICH ARE NOT SHOWN ON THE PLANS.
16. THE CONTRACTOR SHALL MAINTAIN IN OPERATING CONDITION ALL UTILITIES ENCOUNTERED IN THIS WORK. ANY DAMAGE TO EXISTING UTILITIES AS A RESULT OF THIS CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER OF THE UTILITY AT THE CONTRACTOR'S EXPENSE, WHETHER OR NOT SUCH UTILITIES ARE SHOWN ON THE CONTRACT. EXISTING UTILITIES MAY BE RELOCATED WITH THE APPROVAL OF THE OWNER OF THE UTILITY. THIS RELOCATION SHALL BE AT THE CONTRACTOR'S EXPENSE, DONE ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER AND SHALL BE SUFFICIENT TO CLEAR THE PROPOSED IMPROVEMENT.
 BEFORE BEGINNING WORK, THE CONTRACTOR SHALL CONTACT ANY COMPANIES MAINTAINING UTILITIES AND REQUEST THEIR ASSISTANCE IN FIELD LOCATING THEIR UTILITIES IN THIS AREA. THE CONTRACTOR, HOWEVER, SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION OF UTILITIES. SEE LISTING OF UTILITY COMPANIES ON THIS SHEET.
 THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR ALL DAMAGES TO WATER PIPES, ELECTRIC CABLES, EXISTING SIGNAGE OR SEWERS, GAS PIPES, POLES CARRYING CABLES, AND TELEPHONE OR TELEGRAPH LINES DURING THE PROSECUTION OF THE WORK, AND SHALL BE LIABLE FOR DAMAGES TO PUBLIC OR PRIVATE PROPERTY RESULTING THEREFROM WHICH AMOUNT MAY BE DEDUCTED FROM ANY MONIES DUE HIM FOR WORK DONE.
17. ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

UTILITIES

- FOR VERIFICATION OF EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY AND EXACT LOCATION OF ALL UTILITIES, CONTACT:
1. NORTHERN ILLINOIS WATER CORPORATION, 208 N. STATE STREET, CHAMPAIGN, ILLINOIS 61820 382-7000 (NORTH)
 2. ILLINOIS POWER COMPANY, P.O. BOX 88, CHAMPAIGN, ILLINOIS 61820 378-8300 (POWER AND GAS)
 3. AMERITECH, CALL "AUC" 800-882-0123
 4. URBANA AND CHAMPAIGN SANITARY DISTRICT, 1180 E. UNIVERSITY AVENUE, URBANA, ILLINOIS 61801 387-1400 (SEWER/SANITARY SEWERS)
 5. THE CARRIER CABLE, 383 FAIRMOUNT DRIVE, URBANA, ILLINOIS 61801 384-2310 (CABLE TELEVISION)
 6. CITY OF URBANA ENGINEERING DEPARTMENT, 405 S. VINE STREET, URBANA, ILLINOIS 61801 384-2385 (SANITARY SEWERS, STORM SEWERS AND STREET LIGHT SYSTEM)
 7. FOR FIELD LOCATION OF ALL UTILITIES CALL: "AUC" 800-882-0123



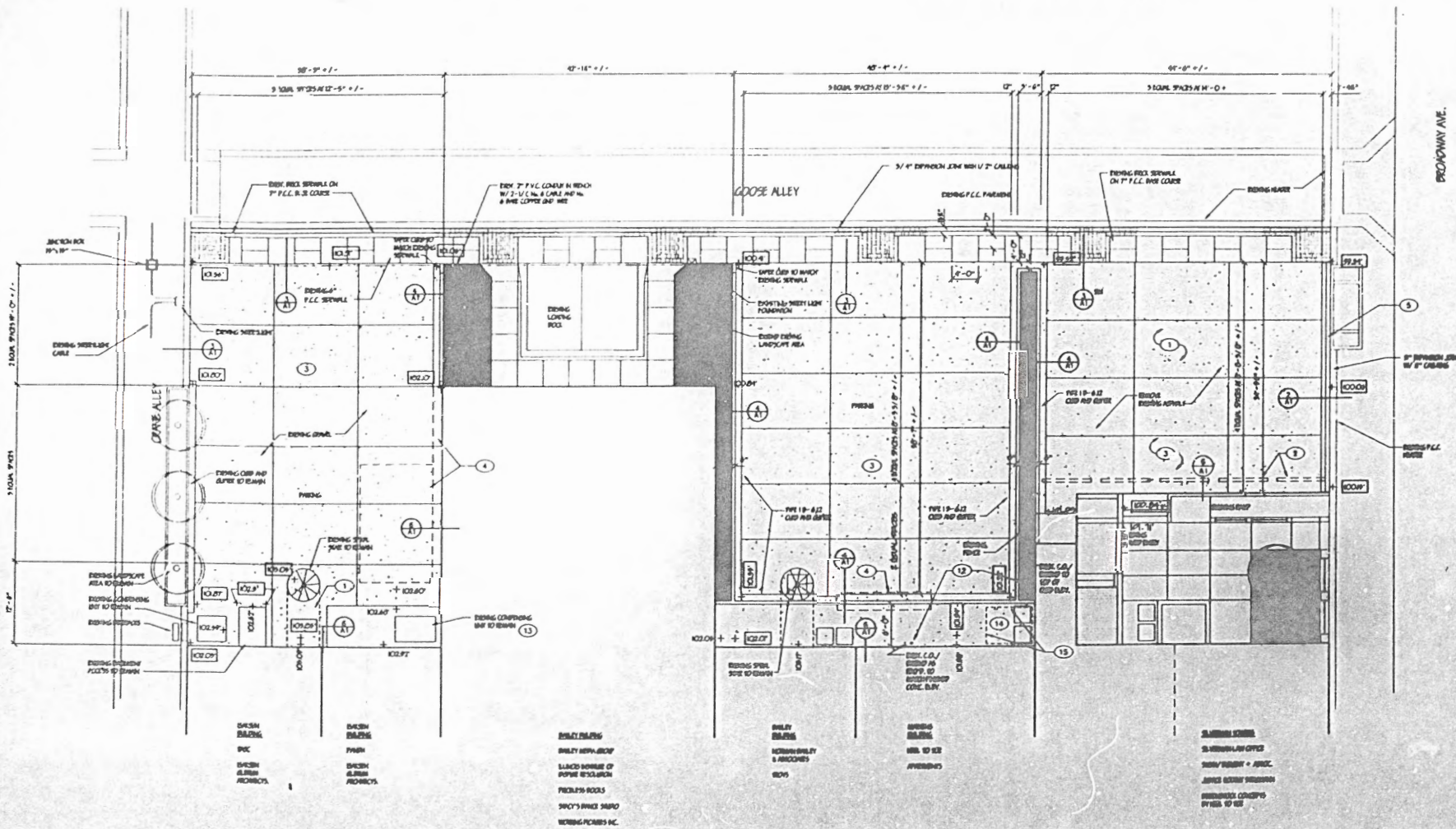
FOR BALANCE PERMITS SEE PLAN FOR EXISTING ALTY PERMITS TO PERMITS

SITE DEVELOPMENT PLAN
 SCALE: 1" = 20'-0"
 • 100'± EXISTING SITE BOUNDARIES
 • 100'± NEW SITE BOUNDARIES

SYMBOL LIST

- BRICK PIERS
- C.P. CONCRETE FOOTINGS
- LANDSCAPE AREA
- FENCING
- EXISTING STREET/HIGHWAY
- EXISTING SHEET/SHEET LINES
- GARAGE AREA BY PROPERTY OWNER

NOTE:
 CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS, ELEVATIONS AND DIMENSIONS AT THE SITE BEFORE STARTING ANY WORK. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES PRIOR TO SUBMITTING HIS/FER BID.
 CONTRACTOR SHALL PROTECT AND PRESERVE EXISTING LANDSCAPE AREAS, SIDEWALKS, CURBS AND DRIVES AT SITE AND THOSE ADJACENT TO SITE. AT COMPLETION OF PROJECT CONTRACTOR SHALL REPLACE ANY VEGETATION, SIDEWALKS OR DRIVES DAMAGED DURING CONSTRUCTION.
 CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION OF EXISTING AND NEW CONSTRUCTION DURING DEMOLITION AND CONSTRUCTION.



GOOSE ALLEY EAST ENLARGED PARTIAL SITE PLAN

SCALE: 1/8" = 1'-0"



1 EXISTING CONCRETE/SLAB TO REMAIN

+ EXISTING SPOTLANDS

+ NEW SPOTLANDS

• 1 . . .

EXHIBIT C
Public Access Easement

[this exhibit to be included upon confirmation of legal descriptions]

Exhibit D : Area and Cost Calculations

Goose Alley Improvement Project

Property Owner	Street Level Business Reference Name	Street Address	Map #	Sec	Blk	Lot	Open Space Calculations			Maximum Reimbursement Payable
							Width	Depth	Paving SF	
Anthony E. Novak	Novak & Jones Law Office	130 W. Main Street	1	17	202	003	32	48	1,536	\$3,459
William & Taffy DeJarnette	Brash Flower Shop	126 W. Main Street	2	17	202	004	15	17	275	\$619
Victor E. Isaksen	T.A.S.C.	116 W. Main Street	4	17	202	007	20	57	1,140	\$2,567
Victor E. Isaksen	P&H Coins	114 W. Main Street	5	17	202	008	18	57	1,026	\$2,311
Norman E. Baxley	Troy's Uniforms	110 W. Main Street	7	17	202	011	24	58	1,392	\$3,135
Heel to Toe, Inc.	Heel to Toe	106 W. Main Street	8	17	202	012	24	58	1,392	\$3,135
Brian Silverman	Silverman Law Office	102 W. Main Street	9	17	202	015	48	35	1,680	\$3,783
Norman E. Baxley	Priceless Books	112 W. Main Street	6	17	202	016	0	0	0	\$0
Norman E. Baxley	Baroque Chocolates	120 W. Main Street	3	17	202	017	44	10	440	\$991
SUMMARY									8,881	\$20,000