

ORDINANCE NO. 9596-50

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE URBANA PARK DISTRICT

(RELATING TO CARLE DEVELOPMENT AGREEMENT)

WHEREAS, in accordance with and pursuant to both the Intergovernmental Agreement Article of the Illinois Constitution of 1970 and the Illinois Compiled Statutes, the parties are authorized to enter into intergovernmental agreements;

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

Section 1. That an Agreement by and between the City of Urbana and the Urbana Park District, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

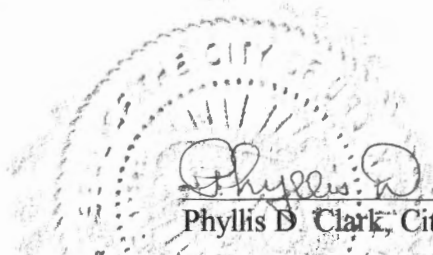
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 4th day of December, 1995.

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

NAYS:

ABSTAINED:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 11th day of December, 1995.

Tod Satterthwaite
Tod Satterthwaite, Mayor

Agreement between the City of Urbana and the Urbana Park District

THIS AGREEMENT, including attachments and Exhibits and hereinafter referred to as the "Agreement" by and between the City of Urbana, Illinois and the Urbana Park District shall be effective as of the date that the last of the Chief Executive Officers of the respective parties sign this Agreement as evidence by the date appearing below their signature provided, however, this Agreement shall not come into effect unless the Development Agreement between Carle Foundation and the City in form set forth in Attachment "A" to this Agreement is first entered into.

RECITALS

WHEREAS, in accordance with and pursuant to both the Intergovernmental Agreement Article of the Illinois Constitution of 1970 and the Illinois Compiled Statutes, the parties are authorized to enter into intergovernmental agreements;

WHEREAS, Carle Foundation has developed a Master Site Plan reflecting development of the area bounded by Church Street extended to McCullough Street, Lincoln Avenue, the Consolidated Railway Company and McCullough Street extended to Church Street; and

WHEREAS, Carle is proposing to redevelop a portion of said area per the Carle Master Site Plan attached as Exhibit "B" hereto and hereinafter referred to as the "Master Site Plan"; and

WHEREAS, the City has determined that the attached Master Site Plan is in the best interests of the citizens of the City of Urbana and has entered into a development agreement with Carle Foundation; and

WHEREAS, Carle Foundation's Master Site Plan includes the construction of Loop Road connecting McCullough Street and Church Street per the attached site plan and said Loop Road uses a small portion of District property at Crystal Lake; and

WHEREAS, the District has approved a land exchange to allow the construction of said Loop Road, subject to certain terms and conditions; and

WHEREAS, among the terms and conditions is the condition that the City of Urbana enter into an intergovernmental agreement with the District to assure that the District's concerns are addressed.

NOW, THEREFORE, the City and the Urbana Park District 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 will have the meaning provided from place to place herein, including as follows:

"Carle" means Carle Foundation.

"City" means the City Council of the City of Urbana, Illinois or its agents, employees and representatives.

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

"Development Area" means, collectively, the real estate bounded by Church Street extended on the north; McCullough Street extended on the east; Lincoln Avenue on the west; and the Consolidated Railway Company right-of-way on the south as illustrated in Exhibit "C", attached hereto; and

"District" means the Urbana Park District.

"Parties" mean, collectively, the City of Urbana and the Urbana Park District.

"Private Development" means those facilities including clinic buildings, hospital buildings, education buildings, roadways or streets (including the related real estate and appurtenant facilities) to be acquired, constructed, extended, improved and installed (or caused to be done) in one or more phases by Carle as illustrated on the Master Site Plan.

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

(a) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.

(b) all exhibits attached to this Agreement will be and are operative provisions of this Agreement and will be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City hereby makes certain representations. 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 2.2 Representations and Warranties of the Urbana Park District. The District makes the following representations. The District has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

Section 2.3 Disclaimer of Warranties. The City and the District acknowledge that neither has made any warranties to the other, except as set forth in this Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Related Agreement. The City agrees that the McCullough Street loop road design shall be subject to the terms and conditions of a related Agreement between the City and Carle (Attachment "A"). If for any reason the Development Agreement between the

City and Carle (Attachment "A") becomes null and void then this Agreement shall automatically become null and void at the same time.

Section 3.2 Conveyance of Property. The District agrees to convey to the City of Urbana, that part of Park District property illustrated generally on Exhibit "B" within thirty (30) days of the City giving written notification to the Park District of the approval of Attachment "A". The City will convey to the Park District that property which Carle conveys to the City as illustrated on Exhibit "B".

Section 3.3 Street Design and Park Property Issues. The Corporate Authorities agree that they shall monitor the design and construction at no expense to the Park District of said Loop Road to ensure that:

- A. That a legal description, survey, and plat showing before and after situations will be provided the Urbana Park District prior to the land exchange.
- B. A landscaped berm shall be constructed on the north side of the loop road subject to the approval of the Urbana Park District Director.
- C. A bicycle path shall be installed on the north side of the berm and on the east side of McCullough Street north of Park Street which connects to an existing bicycle path in Crystal Lake Park in accordance with the Urbana Park District Director's approval.
- D. The Street shall include all way stop signs at McCullough Street/Park Street intersection and at the Orchard Street/Church Street intersection of the McCullough Street Loop Road.

- E. The playground equipment currently located adjacent to the loop road will be replaced and installed with new equipment at a new location approved by the Director of the Urbana Park District.
- F. That the new park area will be designed, constructed and donated free of charge to the Urbana Park District as a result of the land exchange which will allow the construction of the McCullough Street Loop Road and Park Street and Orchard Street intersections. Said park site design will be subject to the approval of the Urbana Park District Director. Also final design/engineering documents will be submitted to the Urbana Park District for review and approval.
- G. That a construction plan for the development of the McCullough Street Loop Road and associated improvements which will indicate how the existing park landscaping and trees will be protected during construction will be presented prior to construction taking place. The City and/or Contractors will make every effort to protect existing park landscaping and trees during construction. In addition, disturbed landscaping will be restored following construction, with berming and landscaping along the park edge of the Loop Road per the Director of the Urbana Park District's approval.
- H. That the City will have Carle in its future plans for the campus and the Crystal Lake neighborhood make every effort to continue to provide western access to Crystal Lake Park for the Urbana citizens who live to the west and north of the Carle campus.
- I. That any development or construction taking place on the Carle parking lot that is currently adjacent to Crystal Lake Park, will not exceed thirty-five feet in height.
- J. That the City will cooperate with the Park District staff in responding to any other safety concerns which may develop in and around the construction site.

- K. That all parties acknowledge that the Urbana Park District will not incur any costs as a result of this implementation.

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 will 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 will 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. If the defaulting party commences to cure said default, such thirty (30) day period will 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 will be deemed not to constitute a breach of this Agreement. However, a default not cured as provided above will 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 will 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 5.2 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 will be to institute legal action against the other party for specific performance or their appropriate equitable relief.

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 District relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the District, 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 District 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 District, nor will any provision give any third parties any rights of subrogation or action over or against either the City or the District. 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 will be considered an original and together they will constitute one agreement.

Section 6.4 Special and Limited Obligation. This Agreement will constitute special and limited obligation of the City and the District according to the terms hereof. This Agreement will never constitute a general obligation of the City or the District to which its credit, resources or general taxing powers are pledged.

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 will be deemed to exist unless such waivers are in writing. No such waiver will obligate the waiver of any other right or remedy hereunder, or will 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 District 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, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the District or other appropriate persons all singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 6.7 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement will be in writing and will be executed by the party or an officer, agent or attorney of the party, and will 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 Urbana Park District:

Executive Director

303 E. University Avenue

Urbana, Illinois 61801

TEL: (217) 367-1536

FAX: (217) 367-1391

To the City:

City of Urbana, Illinois

400 South Vine Street

Urbana, IL 61801

Attention: Chief Administrative Officer

TEL: (217) 384-2454

FAX: (217) 384-2363

with a copy to:

Legal Division

400 South Vine Street

Urbana, IL 61801

TEL: (217) 384-2464

FAX: (217) 384-2363

Section 6.8. Illinois Law. This Agreement will be construed and interpreted under the laws of the State of Illinois.

Section 6.9. No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement will be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City or the District, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City or the District will 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 6.10. 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 will be controlling.

Section 6.11. Term. This Agreement will remain in full force and effect until said Agreement is mutually amended or terminated.

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

CITY OF URBANA, ILLINOIS

By: Tom Lettenthwaite

Mayor

Date: August 7, 1996

ATTEST:

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

Date: August 7, 1996

Urbana Park District

By: Bruce Larson

Bruce Larson, President

Date: August 7, 1996

ATTEST:

Harins & P. Hebus

Date: August 7, 1996

DEVELOPMENT AGREEMENT

COPY

THIS DEVELOPMENT AGREEMENT (including attachments and exhibits, and hereinafter referred to as the "Agreement") dated as of the 4th day of Nov., 1995, by and between the City of Urbana, an Illinois home-rule municipality, in Champaign County, Illinois (hereinafter referred to as the "City" or "Corporate Authorities"), and Carle Foundation (hereinafter referred to as the "Carle"). The effective date of this agreement is that written above.

RECITALS

WHEREAS, in accordance with and pursuant to the authority granted to units of government in Article VII of the Illinois Constitution of 1990, the City is authorized to enter into agreements which foster economic development;

WHEREAS, to minimize disruption and proceed in an orderly fashion for the benefit of the community, Carle is prepared to redevelop a large area surrounding the current Carle Foundation and Carle Clinic facilities; and

WHEREAS, Carle has developed a Master Site Plan reflecting development of the area bounded by Church Street extended to McCullough Street, Lincoln Avenue, the Consolidated Railway Company and McCullough Street extended to Church Street; and

WHEREAS, Carle is proposing to redevelop a portion of said area per the Carle Master Site Plan attached as Exhibit "A" hereto and hereinafter referred to as the "Master Site Plan"; and

WHEREAS, the City has determined that redevelopment in accordance with the attached Master Site Plan is in the best interests of the citizens of the City of Urbana; and

WHEREAS, after due and proper consideration and after conducting a public hearing on August 24, September 7, September 21, October 5, and October 19, 1995 the Urbana Plan Commission recommended the City Council amend its 1982 Comprehensive Plan, as amended, to reflect the site plan and its proposed changes to the neighborhood; recommended the City Council approve an amendment to the Urbana Zoning Ordinance as provided for in the Zoning Ordinance amendment attached for reference as Exhibit "B"; and recommended the City Council approve the agreement between the City of Urbana and the Urbana Park District attached for reference as Exhibit M.

WHEREAS, after due and proper consideration and after conducting a public meeting on September 26, 1995 the Urbana Community Development Commission passed a resolution which recommended the City Council amend the Development Agreement to require Carle to sell property it owns north of Church Street and to prohibit Carle from acquiring further properties north of Church Street; and

WHEREAS, the Urbana Plan Commission did not concur with the Urbana Community Development Commission's recommendation outlined above.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the City and Carle 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 will have the meaning provided from place to place herein, including as follows:

"Carle" means Carle Foundation.

"City" means the City Council of the City of Urbana, Illinois or its agents, employees and representatives.

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

"Development Area" means, collectively, the real estate bounded by Church Street extended on the north to McCullough Street extended on the east, Lincoln Avenue on the west and the Consolidated Railway Company railroad property on the south as illustrated in Exhibit "A", attached hereto, the legal description of which is attached as Exhibit "C"; and

"Independent" or "independent" when used with respect to any specified person, means such person who is in fact independent and is not connected with the City or Carle as an officer, employee, partner, or person performing a similar function, and whenever it is provided in this Agreement that the opinion or report of any independent person will be furnished, such person will be appointed or approved by the City, and such opinion or report will state that the signer had read this definition and that the signer is independent within the meaning hereof.

"Parties" mean, collectively, the City and Carle.

"Private Development" means those facilities including clinic buildings, hospital buildings, education buildings, roadways or streets (including the related real estate and appurtenant facilities) to be acquired, constructed, extended, improved and installed (or caused to be done) in one or more phases by Carle as illustrated on the Master Site Plan.

Section 1.2 Construction. This Agreement, except where the context by clear implication will otherwise require, will 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 will not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement will be and are operative provisions of this Agreement and will be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City hereby makes certain representations and warranties to Carle, 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 Corporate Authorities. This Agreement is a legal, valid and binding

obligation of the City, enforceable against the City in accordance with its terms, yet such enforceability may be further 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 terms, conditions, or provisions of any agreement, rule, regulations, 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 Carle. Carle makes the following representations and warranties to the City:

Section 2.2.1 Organization. Carle 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, and is in good standing under, the laws of each of the other states where Carle is required to be qualified to do business.

Section 2.2.2 Power and Authority. Carle 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 Carle's board of directors. This Agreement is a legal, valid and binding agreement, obligation and undertaking of Carle, enforceable against Carle in accordance with its terms, except to the extent that such enforceability may be limited by law, 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 2.2.4 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 Carle is a party, or by which Carle 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 Carle of this Agreement or the performance thereof by Carle with the exception of the Illinois Department of Transportation where applicable.

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 Carle is a party and (b) which will, or could, prevent Carle's performance of its obligations under this Agreement.

Section 2.3 Disclaimer of Warranties. The City and Carle acknowledge that neither has made any warranties to the other, except as set forth in this Agreement.

ARTICLE III

CARLE'S COVENANTS AND AGREEMENTS

Section 3.1. Carle's Obligations. Carle hereby covenants and agrees with the Corporate Authorities as follows:

Section 3.1.1 Agreement to Construct the Private Development and Public Street Improvements. Carle covenants and agrees to install and construct, or cause to be installed and constructed, the Private Development and the new and reconstructed public street improvements at the times, in the manner and with the effect set forth in this Agreement, substantially in accordance with such site or construction plans as may be subsequently approved by the City's Director of Public Works in writing and as provided for in Article III of this Agreement.

Section 3.1.2 McCullough Street and Church Street Construction (The McCullough Street Loop Road). The Corporate Authorities and Carle agree and acknowledge that Carle will, at its sole cost and expense, cause the reconstruction and dedication of Church Street between Busey Street and McCullough Street (referred to as the "McCullough Street Loop Road") within two (2) years of the Corporate Authorities approval of this Agreement. All street construction described herein will be done in substantial conformance with the requirements of Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code" and in conformance with properly engineered construction plans. The Corporate Authorities agree and acknowledge that nothing in this

Agreement will excuse Carle from providing construction and maintenance bonds for said street constructions, per the requirements of Chapter 21 of the Urbana Code of Ordinances entitled "Subdivision and Land Development Code." The Corporate Authorities acknowledge and agree to accept Carle's dedication of said streets or right-of-way upon the Public Works Director/City Engineer's approval and acceptance of the quality of work, upon receipt of maintenance bonds, upon receipt of Carle's engineer's certification that construction was completed in compliance with previously approved construction plans, and upon the installation of a traffic signal at the McCullough Street and University Avenue intersection.

Carle further agrees to donate to the City approximately .24 acres of Carle-owned property which is currently part of PIN # 91-21-08-326-002 to offset the donation of a Park District-owned property for the construction of the McCullough Street Loop Road. The City agrees to donate said .24 acre parcel to the Urbana Park District after Carle's improvement of said property per Section 3.1.3.

Section 3.1.3 Street Design. Carle agrees that the McCullough Street Loop Road design shall be subject to the terms and conditions of a related agreement between the City of Urbana and the Urbana Park District and said design will include:

A. A landscaped berm or other safety feature on the north side of the loop road subject to the approval of the Urbana Park District Director at Carle's expense.

B. A bicycle path on the north side of the berm and on the east side of McCullough Street north of Park Street which connects to an existing bicycle path in Crystal Lake Park in accordance with the Urbana Park District Director's approval.

C. All way stop signs at McCullough Street/Park Street intersection and at the Orchard Street/Church Street intersection of the McCullough Street Loop Road at Carle's expense.

D. Replacement, at Carle's expense, of the playground equipment currently located adjacent to the loop road will be replaced, at Carle's expense, with new equipment at a new location approved by the Director of the Urbana Park District.

E. Carle, at its sole expense, will design and construct the new .24 acre park area to be donated free of charge to the City of Urbana for conveyance to the Urbana Park District as a result of the land exchange for a like amount of property which will allow the construction of the McCullough Street Loop Road and Park Street and Orchard Street intersections. Said park site design will be subject to the approval of the Urbana Park District Director.

F. Carle will submit a construction plan for the development of the McCullough Street Loop Road and associated improvements which will indicate how the existing park landscaping and trees will be protected during construction. In addition, Carle will restore disturbed landscaping following construction with berming and landscaping along the park edge of the Loop Road per the Director of the Urbana Park District's approval.

G. Carle will bear all costs associated with the implementation of this agreement as it affects the Urbana Park District. The parties acknowledge that the Urbana Park District will not incur any costs as a result of this implementation.

Section 3.1.4 Timing of Improvements. Carle agrees to construct the new laboratory building at 707 W. Park Street, the pedestrian mall, drop off improvements along

Orchard Street, the loop road south of University Avenue and extending westward around the south parking deck (if Carle is able to acquire necessary property) as illustrated on the Master Site Plan within five years of the date of the approval of this Agreement by the Corporate Authorities.

In compliance with Section 3.4, Carle must present an update to the Urbana City Council and the Urbana Plan Commission on the status of these improvements and obtain an amendment to this Agreement to extend this time line.

Section 3.2 Approvals. Carle will use its best efforts to obtain approval from the Illinois Department of Transportation ("IDOT") for motor vehicle exits from the Private Development Area. The City and Carle agree to cooperate with each other to make any changes in the plat of subdivision, including any right of ways required in order to obtain IDOT approval. Carle will comply with all subdivision, zoning, environmental or other land use requirements of the City and other jurisdictions with regulating authority.

Section 3.3 Indemnity. Carle agrees to defend the City from and against any claims, suits, or actions for death or injury to persons or damage to property or breach of the contract brought against the City arising from any alleged claims, acts or omissions in connection with this Agreement, including the construction of the private development, whether or not suit is filed unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. Additionally, Carle shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of such circumstances except to the extent such damages are due to the negligence of the City, its employees, agents or contractors.

Section 3.4 Five-Year Master Site Plan Updates and Amendments. Carle agrees to provide written and graphic detail on the status of all planning documents and the anticipated development at least every five (5) years from the date of this Agreement. Each update will include the future developments for at least a five (5) year period. Carle will make a presentation of plans to the City of Urbana Plan Commission, the Community Development Commission and the Urbana City Council. The purpose of the plan updates will be to inform the City of projects which may have impacts on capital improvement programming, infrastructure needs, traffic and the surrounding neighborhood. Amendments to the master site plan documents need not be triggered by five (5) year plan updates, however, amendments may be considered at the update time or any other time.

Expansion of the site plan boundary approved by this Agreement will require an amendment to this Agreement, to the Urbana Comprehensive Plan and to the Urbana Zoning Ordinance.

Section 3.5 Stabilization of EAV. Carle acknowledges that the City is sensitive to the loss of tax revenue due to real estate becoming tax exempt or otherwise, and thus, Carle agrees to pay to the City for distribution to the City, the Urbana Park District, Cunningham Township and Unit No. 116 School District in 1996 and each year thereafter for the term of this Agreement, an amount determined as set forth in this Section. The payment shall be made on behalf of any parcel presently owned by Carle or acquired by Carle in the future within the stable EAV area, effective for the calendar year after a change in use (as defined herein), to a tax exempt use. The payment shall be made at the same time that the general real estate taxes are payable for the year following the change of use, and each year thereafter. The amount to be paid by Carle to the City under this Section shall be calculated as follows:

DEFINITIONS

Stable EAV Area. All of those parcels north of Church Street (on the south), Lincoln Avenue (on the west), Hill Street extended to Orchard Street (on the north) and Orchard Street (on the east).

Change of Use. A change in a parcel by Carle from a (zoning) principal use to a tax exempt use, in whole or in part, after the date of this Agreement, if such parcel was owned by Carle on that date, or on the date of this Agreement or acquired thereafter by Carle.

Recipient Governments. The City of Urbana, Illinois, Urbana Park District, Cunningham Township and Unit No. 116 School District.

Current Tax Levy. The combined total tax levy rates of the recipient governments which was most recently extended by the County Clerk for each of the recipient governments in the year following a change in use, and for each year thereafter.

Calculation of payment for any parcel which is partially or wholly exempt, Carle shall be obligated to pay to City an amount determined by multiplying the current tax levy for the appropriate year times the assessed valuation of the subject property as such was on January 1st prior to the change in use, divided by 100.¹

Section 3.6 Future Traffic Impact Analysis (TIA) Requirements. The Parties agree that amendments to the Development Agreement may require the reevaluation of traffic

¹Note: the assessed value is divided by 100 to determine the number of \$100 in \$15,000 because the tax rate is applied per \$100 of assessed valuation.

impacts. In that case, the Development Agreement will be amended to accommodate the cost of said analysis and the parties agree that they will pay their fair share of the cost of any TIA.

Section 3.7 Residential Property Maintenance. Carle agrees to notify the City of Urbana Community Development Services Department within thirty days of Carle acquiring property for single family, duplex or multiple family residential use. Carle will then allow the City of Urbana Housing Inspector to inspect said property for code compliance. Carle further agrees to correct any code deficiencies in accordance with a schedule set forth by the City of Urbana Director of Community Development Services subject to the provisions of Section 3.8. In addition, Carle agrees to allow systematic inspection of its residential properties at least once every five years. Representatives of Carle and neighborhood residents will be allowed to witness said inspections. Carle agrees to bring said properties into compliance with all housing codes in accordance with a schedule set forth by the City of Urbana Director of Community Development Services.

Section 3.8 Property Demolition. Carle agrees that they will not demolish any residential structures on property currently owned by Carle lying between the north right-of-way line of Church Street on the south, Fairview Avenue on the north, Orchard Street on the east and Lincoln Avenue on the west, except those listed in Exhibit "G" or upon amendment to this Agreement. Future property acquisitions by Carle in the area north of Church Street shall only be demolished if the cost of improvements required by the City of Urbana's building and housing codes exceed sixty percent (60%) of the current fair market value of the structure as determined by a professional property appraiser in consultation with the City of Urbana Building Safety Division Manager. Carle will submit a request to demolish qualifying property or proceed with property improvements within 120 days of Carle's acquisition of said property. In addition, no properties owned by Carle at the time of the approval of this

agreement and located south of Church Street will be demolished unless Carle has obtained a building permit for a construction project for the specific site in question, except those provided for in Exhibit G. Future acquisitions by Carle south of Church Street may be demolished only if Carle has obtained a building permit for a construction project for the specific site in question or if the cost of improvements required by the City of Urbana's building and housing codes exceed sixty percent (60%) of the current fair market value of the structure as determined by a professional property appraiser in consultation with the City of Urbana Building Safety Division Manager. Carle will submit a request to demolish qualifying property or proceed with property improvements within 120 days of Carle's acquisition of said property. Accessory structures such as detached garages are exempted from this provision.

Section 3.8.1 Re-use of Property After Demolition. Carle agrees that if residential structures are removed in the area north of Church Street, Carle will grade the site, seed the site with an appropriate landscaping grass, and may plant shrubs or other materials subject to the City of Urbana Community Development Services Director's approval. Only those uses allowed by right in the Urbana Zoning Ordinance can be established on vacant property in this area. Re-use of the property as a parking area or other commercial use or medical related use must be approved by an amendment to this Development Agreement, the Urbana Zoning Ordinance and the Urbana Comprehensive Plan.

Section 3.9 No Acquisition of Properties north of Hill Street. Carle agrees not to acquire any property in the area north of Hill Street, South of Fairview Avenue, East of Lincoln and West of Coler Street, per Exhibit "E".

Section 3.10 Sale of Property. Carle agrees to enter into an exclusive marketing agreement with the City to promote the sale of those residences owned by Carle which are

located in the area described in Exhibit "F" and listed thereon. The City acknowledges that Carle is not obligated to accept consideration for the sale of these properties in an amount less than as is shown on Exhibit "F". If any of the properties listed on Exhibit "F" which have not sold within one year of the effective date of the exclusive marketing agreement, then the minimum sales price for such properties shall be reevaluated based upon appraisals obtained by and paid for the by the City. The details of the exclusive marketing agreement shall be agreed upon by the parties by July 1, 1996. The City agrees to utilize its existing programs to promote owner-occupied home ownership in the area described in Exhibit "E". Furthermore, the City agrees to set aside the sum of \$40,000.00 from non-federal sources to promote such home ownership efforts. Further, it is agreed that Carle will not demolish any of the structures owned by Carle in the area described by Exhibit "E" without further amendment to this agreement.

Section 3.11 Bike Path Dedication. Carle agrees to dedicate to the City, at no charge or expense to the City, the property illustrated in Exhibit "H" to allow the City to construct additional public parking and a pedestrian/bicycle path connection between Carle's facilities and Race Street at the time the City is prepared to construct the remaining bike path.

Section 3.12. Building Height. Carle agrees that no building constructed north of Park Street, east of Orchard Street, and west of McCullough Street will exceed an average height of thirty-five (35) feet.

Section 3.13. Traffic Reduction Study. Carle agrees to conduct a trip reduction study to determine effective methods to encourage minimization of traffic and trips to the Carle Campus within two (2) years of the date of this Agreement.

Section 3.14. Traffic Impact Analysis (TIA) Recommendations. Carle acknowledges that the City will implement the following TIA recommendations:

A. Left turns will be prohibited from all directions from the University Avenue and Busey Avenue intersection.

B. Left turns for southbound traffic from Lincoln Avenue onto the alley located between University Avenue and Park Street will be prohibited. Left turns for west bound traffic from this alley onto Lincoln Avenue will also be prohibited.

C. Left turns for southbound traffic from Lincoln Avenue onto Park Street and for west bound traffic on Park Street onto Lincoln Avenue will be prohibited at that intersection.

D. Left turns for northbound traffic from the South Clinic at the Orchard Street and University Avenue intersection will be prohibited when and if the Orchard Street/University Avenue traffic signal is removed.

Section 3.15. Traffic Signals. Carle will pay at its sole cost and expense for traffic signals at McCullough Street and University Avenue, if warranted and up to \$150,000 toward the cost of a signal at Lincoln Avenue and Church Street if deemed warranted by the aforesaid traffic impact analysis, the Public Works Director/City Engineer, or the Illinois Department of Transportation. Said costs include design and engineering costs, necessary right-of-way acquisition, materials and labor associated with the installation of said signals and roadway widening and shall be less any amount funded by State or Federal government. In addition the parties agree that Carle shall pay the full cost of any signal removal at Orchard Street and University Avenue if said light is removed if vehicular access to University Avenue from Orchard Street north is closed.

Section 3.16. Right-of-Way. Carle agrees to convey any necessary right-of-way to the City, without charge to the City, from property which it owns to implement any

improvements anticipated in this Agreement including widening of Lincoln Avenue between University Avenue and Fairview Avenue and the McCullough Street/University Avenue intersection improvements.

Section 3.17. Tenant Complaints. Carle agrees that tenants in Carle's rental properties have the right to register complaints with the City of Urbana Housing Inspector. Carle further agrees that no tenant's rent will be raised beyond an inflationary amount not to exceed the current annual inflation rate for fifteen (15) months following the registering of a valid life-safety complaint by said tenant.

Section 3.18. Rezoning north of Church Street. Carle agrees not to request rezoning of properties north of Church Street, south of Hill Street, east of Lincoln Avenue and west of Busey Avenue for four (4) years from the date of this agreement.

Section 3.19. Crystal Lake Park Neighborhood Development Fund. Carle agrees to contribute ten thousand (10,000) dollars per each City of Urbana fiscal year for five years from the date of this agreement to the City of Urbana. The fund is to be used for affordable housing, housing rehabilitation, crime prevention, social services, job training and/or neighborhood beautification programs. The disbursement of the funds will be considered by the Community Development Commission in the same manner that it considers the Community Development Block Grant budget. The Commission will make a recommendation to the Urbana City Council on fund programming. The funds shall be targeted to the area bounded by Lincoln Avenue on the west, Broadway Avenue on the east, University Avenue on the south, and Sunset Avenue (extended) on the north.

ARTICLE IV

THE CORPORATE AUTHORITIES' OBLIGATIONS

Section 4.1 City's Obligations. The Corporate Authorities of the City hereby covenant and agree with Carle as follows:

Section 4.1.1 Site Plan Approval. The parties hereby acknowledge the Corporate Authority's approved an amendment to the City of Urbana 1982 Comprehensive Plan, as amended from time to time, by separate ordinance, which incorporates the elements of the attached Master Site Plan into the Future Land Use and Transportation elements of said Comprehensive Plan. The City Council hereby approves the site plan in Exhibit "A" for development subject to the terms and conditions of this agreement.

Section 4.1.2 Pedestrian Safety Measures. The Corporate Authorities agree to close to vehicular traffic those portions of Orchard Street and Park Street as indicated on Exhibit "A" within a reasonable time after the Director of Public Works of the City accepts the McCullough Street loop road and the installation of traffic signals at the McCullough Street and University Avenue intersection, if warranted.

Section 4.1.3 Authority to Construct Pedestrian Mall. It is understood and agreed that after the City closes those aforementioned portion of Orchard Street and Park Street, Carle will, at its sole expense, construct the pedestrian mall and make other improvements in the right-of-way illustrated on Exhibit "D" subject to the Public Works Director's approval.

It is understood and agreed that the City may remove any and all such improvements installed by Carle temporarily for access to make needful repairs to underground sewers or other utilities but Carle will restore the area to its original condition at Carle's expense. The City agrees to coordinate with Carle to minimize any disruption and damage.

Section 4.1.4 The Corporate Authorities agree that the aforementioned streets shall remain closed to vehicular traffic as indicated on Exhibit "A" for a minimum of fifteen (15) years unless the Corporate Authorities determine otherwise by duly-enacted ordinance. If any portions of the pedestrian mall identified in Exhibit "A" are reopened to vehicular traffic prior to the fifteen year period, the Corporate Authorities shall reimburse Carle for the cost of said pedestrian mall improvements in the area so reopened according to the following schedule:

<u>Year re-opened</u>	<u>Cost to Corporate Authorities</u>
Year 1 - 5	100% of the cost of improvements
Year 6-10	75% of the cost of improvements
Year 11-15	50% of the cost of improvements

If the City re-opens the streets closed to vehicular traffic under 4.1.2 above, the City will improve the right-of-way to its previous public street design and the City will implement pedestrian safety improvements equal to those of the Carle Master Site Plan.

Section 4.1.5 Indemnity. Carle agrees to hold the City fully harmless and indemnify the City against any and all claims arising from any planters or benches or other such structures placed in the right-of-way even though such was placed with the permission of the City.

Section 4.1.6 Grants. The City agrees to use its best efforts to obtain funding from the Illinois Department of Transportation for grants or financial assistance to offset the cost of installing traffic signals as called for in this Agreement.

Section 4.1.7 Five-Year Master Site Plan Update and Amendments. The update materials submitted pursuant to section 3.4 shall be reviewed by the Urbana Plan Commission

and the Community Development Commission. The Urbana Plan Commission and the Community Development Commission shall make a recommendation to the City Council and the City Council shall, by ordinance duly enacted, either approve the update as consistent with the then current Urbana Comprehensive Plan, or set forth the findings wherein such update is inconsistent with the then current Urbana Comprehensive Plan. Said review shall commence before the Urbana Plan Commission within sixty (60) days of Carle's update submittal to the City of Urbana's Department of Community Development Services. The five-year plan update will be considered at a public hearing before the Urbana Plan Commission. Notice of such public hearing shall be given in accordance with the requirements of Section XI-7 of the Urbana Zoning Ordinance, as if such update were a petition for rezoning of a parcel of property except that the Zoning Administrator of the City shall also make a good faith effort to give notice to any neighborhood organizations within the Master Site Plan boundary and to all property owners and residents with the Master Site Plan boundary and said notice shall be forty-five (45) days prior to the Plan Commission hearing.

Section 4.1.8 Orchard At University. The Parties agree and acknowledge that access to Orchard Street north at University Avenue may remain open to vehicular traffic even if Carle relocates its main lobby facilities near or north of the intersection of Park Street and Orchard Street.

Section 4.1.9. City Contribution to Community Development Special Fund.

The City agrees to contribute ten thousand (10,000) dollars per each fiscal year for five (5) years to the City's Community Development Special Fund to be used in the 1995 Block Grant Target Neighborhoods for the purposes of affordable housing, housing rehabilitation, crime prevention, social services, job training and/or neighborhood beautification programs. The disbursement of the funds will be considered by the Community Development Commission in the

same manner that it considers the Community Development Block Grant budget. The Commission will make a recommendation to the Urbana City Council on fund programming.

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 will 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 will 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. If the defaulting party commences to cure said default, such thirty (30) day period will 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 will be deemed not to constitute a breach of this Agreement. However, a default not cured as provided above will 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 will 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 5.2 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 will be to institute

legal action against the other party for specific performance or other appropriate equitable relief.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Entire Contract and Amendments. This Agreement (together with the Exhibits A to J, inclusive, attached hereto) is the entire contract between the City and Carle relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and Carle, 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 Carle 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 Carle, nor will any provision give any third parties any rights of subrogation or action over or against either the City or Carle. 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 will be considered an original and together they will constitute one agreement.

Section 6.4 Special and Limited Obligation. This Agreement will constitute special and limited obligation of the City according to the terms hereof. This Agreement will never constitute a general obligation of the City to which its credit, resources or general taxing powers are pledged.

Section 6.5 Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither Carle nor the City will 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, lockout or other labor disturbance (whether legal or illegal, with respect to which Carle, the City and others will 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 Carle or the City, or for any other reasons not within Carle's or the City's control.

Section 6.6 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver will be deemed to exist unless such waivers are in writing. No such waiver will obligate the waiver of any other right or remedy hereunder, or will be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 6.7 Cooperation and Further Assurances. The City and Carle 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, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or Carle or other appropriate persons all singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 6.8 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 6.9 Notices. All notices, demands, request, consents, approvals or other communications or instruments required or otherwise given under this Agreement will be in writing and will be executed by the party or an officer, agent or attorney of the party, and will 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 Carle:

Carle Foundation

Chief Executive Officer

611 West Park Street

Urbana, Illinois 61801

To the City:

City of Urbana, Illinois

400 South Vine Street

Urbana, IL 61801

Attention: Chief Administrative Officer

TEL: (217) 384-2454

FAX: (217) 384-2363

with a copy to:

Legal Division

400 South Vine Street

Urbana, IL 61801

TEL: (217) 384-2464

FAX: (217) 384-2363

Section 6.10. Condition Precedent. The terms and conditions outlined in this Agreement are contingent upon Carle securing evidence of a land exchange with the Urbana Park District allowing the construction of the McCullough/Church Street Loop Road and IDOT's approval of a traffic signal installation at McCullough Street and University Avenue.

Section 6.11. Successors in Interest This Agreement will be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors and assigns; provided, however, that Carle may not assign its rights under this Agreement prior to completion of the Private Development without the express written approval of the City, except that Carle may assign rights under this Agreement for collateral purposes, but only with the City's written consent which will not be reasonably withheld.

Section 6.12. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of the parties to this Agreement will 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 6.13. Illinois Law. This Agreement will be construed and interpreted under the laws of the State of Illinois.

Section 6.14. No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement will 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 will 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 in conflict with the provisions of this Agreement, the provisions of this Agreement will be controlling.

Section 6.16. Term. This Agreement will remain in full force and effect until said Agreement is mutually amended or rescinded however, the provisions requiring dedication of right-of-way or easements will survive the termination of this Agreement in perpetuity.

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

CITY OF URBANA, ILLINOIS

By: Tom Sattelmater

Mayor

Date: 12/12/95

ATTEST:

Phyllis D. Clark
City Clerk

Date: December 12, 1995

COPY

CARLE FOUNDATION

By: Michael H. Fung

Its: PRESIDENT

Date: 1/12/96

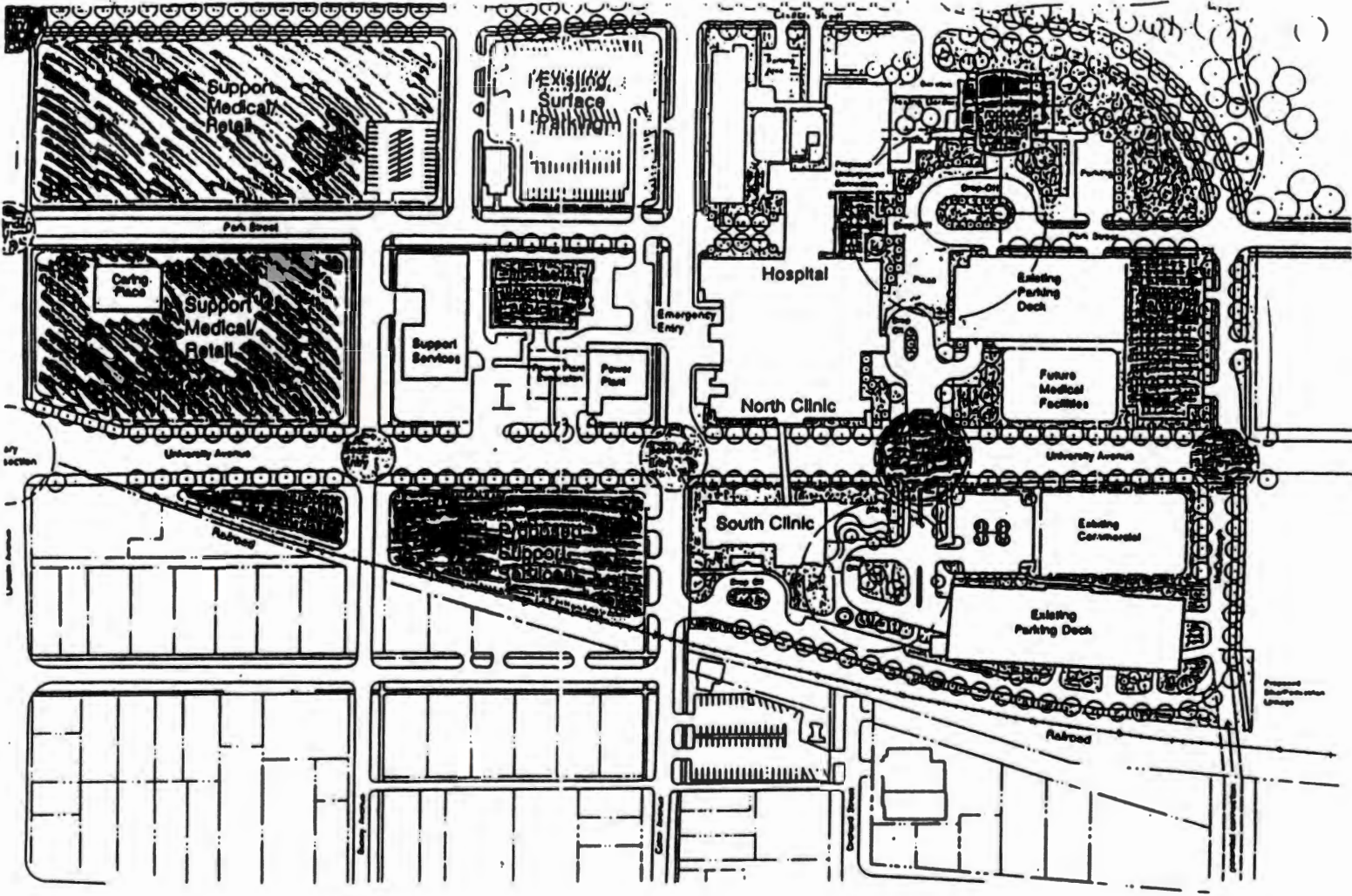
ATTEST:

Karen S. Shelley

Date: January 12, 1996

- Exhibit A - Master Site Plan**
- Exhibit B - Zoning Ordinance Amendment**
- Exhibit C - Legal Description**
- Exhibit D - Schematic of Orchard Street Pedestrian Mall**
- Exhibit E - Area Subject to Carle Acquisition Prohibition and Sale**
- Exhibit F - Agreed Upon Sales Prices for Specific Properties**
- Exhibit G - Properties South Subject to Demolition**
- Exhibit H - Description of Bike Path Area between Carle and Downtown**

(Agt7/9)



ORDINANCE NO. 9596-48

**AN AMENDMENT TO THE ZONING ORDINANCE TEXT AND MAP
OF THE CITY OF URBANA, ILLINOIS**

Medical Institutional Campus Zoning District Provisions

WHEREAS, the City Council of the City of Urbana, Illinois, adopted Ordinance #9293-124 on June 21, 1993 which adopted the 1993 Comprehensive Amendment to the 1979 Zoning Ordinance of the City of Urbana which is also known as the Urbana Zoning Ordinance; and

WHEREAS, the Urbana Zoning Administrator has submitted a petition to amend the Urbana Zoning Ordinance; and

WHEREAS, said petition was presented to the Urbana Plan Commission as Plan Case No. 1592-M-95; and

WHEREAS, after due publication in accordance with Section XI-7 of the Urbana Zoning Ordinance and with Chapter 24, Section 11-13-14 of the Illinois Revised Statutes, the Urbana Plan Commission held a public hearing to consider the proposed amendment on August 24, September 7, September 21, October 5 and October 19, 1995; and

WHEREAS, the Urbana Plan Commission voted at its regular meeting on October 19, 1995 to forward Plan Case No. 1592-M-95 and the proposed amendments to the Urbana City Council with a recommendation for approval; and

WHEREAS, after due and proper consideration, the Urbana City Council has deemed it to be in the best interests of the City of Urbana to amend the text and map of the Urbana Zoning Ordinance as described herein.

WHEREAS, the City Council finds that the lands described in Section 2 herein which contain one of Urbana's major medical institution land uses which are of special and substantial significance to the City of Urbana. In a desire to effectively and efficiently achieve community goals, to assist and encourage the development of medical institutional land uses utilizing a campus development framework important to the continued growth and vitality of the City, and to enable the City, the surrounding neighborhood, and the presently established medical institutional campus to effectively plan for the future public capital and private

investment, the City Council hereby creates a special zoning overlay district. This determination is based upon the following specific findings:

(a) The existing land use patterns of the specific area described herein have been shaped in large part by the developments of Carle Foundation. The structures erected by this institution create an arrangement of buildings with similar uses and interconnected relationships unique to this City.

(b) Carle Foundation leases space to Carle Clinic which conducts its group practice of medicine in Urbana. As that practice has grown, the Foundation's physical campus has grown to include, in either current development or in short term redevelopment plans, approximately 25 acres in Urbana.

(c) These properties support approximately 1,030,939 square feet of clinical, laboratory research, and education space, patient and support space.

(d) Carle Foundations and its associates employ approximately 3200 employees in Urbana and generate approximately 5,000 employee, patient and visitors to the Urbana campus every weekday.

(e) Carle Foundation has developed its "Vision 2000" Plan and its Master Site Plan which delineates areas of future growth and investment including the creation of a campus environment to reduce pedestrian/vehicular conflicts, allow for the more efficient functioning of the Carle facilities and to inform the public and the City of Urbana of its plans for future growth and development. The Vision 2000 Plan includes over \$45 million of new construction in the Urbana Campus.

(f) Carle Foundation and its associates have developed over the course of over 75 years, dating back to its original conception in 1918. Over that time, Carle had to either request rezoning or special use permits before applying for building permits and beginning construction. Repeated applications for rezoning or special use permits results in both the City and Carle Foundation bearing needless expenses in application development and processing for proposals of an already approved Master Site Plan. In addition, Carle Foundation loses flexibility and potential economies by waiting periods imposed by the City's development processes.

(g) Since the City of Urbana has approved an amendment to the City's Comprehensive Plan including the specified area of the Carle Master Site Plan, it is in the best interest of the community and Carle to further acknowledge the future plans by incorporating them into a City of Urbana Zoning Ordinance provision. In the absence of this zoning and planning amendment, for the long term, Carle Foundation is unable to confidently plan for future investment and growth in Urbana without assurance of permitted uses of its

land. The City is similarly unable to confidently program its long-range capital investment or assure the surrounding neighborhood of defined Carle expansion areas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS that the Zoning Ordinance of the City of Urbana, Illinois is hereby amended as follows:

Section 1. PURPOSE. Article IV. Section IV-2 entitled "Purpose of Districts" is hereby amended to add the following:

I. The Medical Institutional Campus district is intended as an overlay district to assist and encourage the development of the medical institutional and complementary land uses in a campus setting by creating special zoning approaches. These new zoning approaches are applicable to institutions which have multi-block common ownership of lands, have developed a long-range master site plan, and thereby have developed a campus support system of parking, loading and materials handling, decentralized support facilities reducing campus congestion and interconnecting system of above and below ground corridors. At present, the Carle Foundation is the only medical institution land owner with these qualities which define a campus style and development approach and therefore a campus style zoning approach is reasonable.

It is the intent that the lands within the boundaries of the area described herein will constitute the Special District. All special regulations created by this Special District will only be applicable and in force on properties which are or will be developed as a hospital or related medical use and their support uses. To the extent properties within this Special District are not, or will not, be developed with a Medical Related Use, the special regulations created by this Special District shall not apply and the use of such property shall be regulated by the property's underlying zoning district, unless the property is rezoned to MIC per Article XI of the Urbana Zoning Ordinance.

MIC Special District Described: The regulation herein after established by this ordinance will be effective in the following described lands in the City of Urbana, County of Champaign, State of Illinois generally described as those within the boundaries of Lincoln Avenue, Church Street, the Conrail Railway Company right-of-way, and McCullough Street extended north to Church Street, more particularly described as follows:

Beginning at the intersection of the east Right-of-Way line of Lincoln Avenue with the centerline of the Consolidated Rail Corporation mainline track; thence, northerly, along said east Right-of-Way line, 684.6 feet to the north Right-of-Way line of Church Street; thence, easterly, along said north Right-of-Way line, 627.0 feet to the west Right-of-Way line of Busey Avenue; thence, northerly, along said west Right-of-Way line, 20.00 feet to the westerly extension of the

north Right-of-Way line of Church Street; thence, easterly, along said north Right-of-Way line and the extensions thereof, 762.96 feet to the east Right-of-Way line of Orchard Street, said point also being 60.00 feet northerly of the northwest corner of a tract conveyed to The Carle Foundation by a Deed dated June 26, 1958 and recorded on June 27, 1958 in Book 599 at Page 172, as Document No. 612079 in the Office of the Recorder, Champaign County, Illinois; thence, easterly, along the extension of said north Right-of-Way line of Church Street, 466.33 feet, to the northerly extension of the east Right-of-Way line of McCullough Street; thence southerly, along said east Right-of-Way line and the extensions thereof, 749.60 feet to the south Right-of-Way line of University Avenue; thence, westerly, along the south right-of-way line of University Avenue, 10.45 feet, to the northeast corner of a tract conveyed to The Carle Foundation by a deed dated May 19, 1982 and recorded March 10, 1983 in Book 1314 at Page 794 as Document No. 83R3466 in the Office of the Recorder, Champaign County, Illinois; thence, southerly, along the east line of said tract, and the southerly extension thereof, 273.61 feet to a point on a north line of a tract conveyed to The Carle Foundation by a deed dated January 27, 1982 and recorded February 1, 1982 as Document No. 82R1375 in the Office of the Recorder, Champaign County, Illinois; thence, easterly, along said north line, 15.73 feet, to a northeast corner of said tract; thence, southerly along the east line of said tract, and the southerly extension thereof, 159.00 feet to the centerline of the Consolidated Railway Company mainline track; thence northwesterly, along said centerline, to the Point of Beginning.

Applicability: The Special District established by this ordinance shall be an overlay zoning district with unique development standards and procedures applicable to development on the properties defined as the Medical Institutional Campus which are those properties lying within the area described above. For such properties the underlying zoning districts and regulations will remain in effect, will govern the permitted use or uses of such properties and will appear on the official City of Urbana Zoning Map until such time as the City of Urbana issues a building permit to the property's owner of record for the development of said property for a medical related use, as that term is defined in this Ordinance. Upon the owner's receipt of a such a building permit, the subject property will automatically convert to the MIC zoning district. If the owner does not commence construction under the terms of said building permit within one (1) year of its issuance, the MIC zoning will revert to the original zoning in effect as of the date of this Ordinance. Unless otherwise specified within these regulations all other standards and requirements of the Urbana Zoning Ordinance remain in effect. Uses in the Medical Institutional Campus District are for the purpose of definition considered nonresidential uses. Annual updates of the Official Zoning Map of the City of Urbana shall reflect the change in zoning.

SECTION 2. MEDICAL RELATED USES DEFINED. Article II, Section 11-3 entitled "Definitions" is hereby amended to include the following in its alphabetical listing:

Medical Related Use: Medical Related Uses shall include doctors' offices, laboratory facilities, rehabilitation services, alternative medical practices such as acupuncture or massage therapy, insurance or health maintenance organization office, sale of medical supplies, prosthesis, medicines and other uses which are supportive of or affiliated with medicine, hospital, or clinic and accessory parking for said uses.

SECTION 3. APPLICABILITY TO EXISTING MEDICAL USES. Properties within the MIC which are already occupied by medical uses and more particularly described below are hereby rezoned to MIC:

Lots 2, 3, 4, 5, 6, the western fifty (50) feet of Lot 7, Lots 8, 9, 10 and 11 of Busey's Subdivision, and the vacated right-of-way formerly known as Park Street; Property Index Numbers: 91-21-08-309-001, 91-21-08-309-002, 91-21-08-309-003, 91-21-08-309-005, 91-21-08-309-006, 91-21-08-309-007, 91-21-08-309-008, 91-21-08-309-009, (commonly referred to as the Americana Nursing Home, the North Tower, the Park Street Concourse, and surface parking; and

Lot 1 of Busey's Subdivision, Property Index Number 91-21-08-310-001 (commonly referred to as the Parkview Building, the Rogers Building, the Center Building and the North Clinic); and

Lots 5, 6, 7, 8, 9, and adjoining vacated alley, except the east twelve feet of Lot 9, the south eight feet of lot 8, the east twelve feet and the south eighty feet of Lot 7 of the Simeon H. Busey's Addition, Property Index Number: 91-21-08-307-001 (commonly referred to as the Support Services Building); and

Lots 1, 2, 3, and 4 of Simeon H. Busey's Addition and adjoining vacated alley, Property Index Number: 91-21-08-307-002 (commonly referred to as surface parking); and

The north seventy feet of Lot 12 and the north seventy feet and eastern thirty-three feet of Lot 11 of the Simeon H. Busey's Addition and adjoining vacated alley, Property Index Number: 91-21-08-307-005; and the southern seventy feet of Lot 12 and the southern seventy feet and eastern thirty-three feet of Lot 11, Property Index Number: 91-21-08-307-006 (commonly referred to as the Power Plant); and

Lots 8 and 9 of the Subdivision of Part of the N.W. 1/4 of the S.W. 1/4 of Section 8, Property Index Number: 91-21-08-303-024 (commonly referred to as Surface Parking); and

Tract 4 of the Big Wheel Survey, Property Index Number 91-21-08-376-007 (commonly referred to as parking); and

The east sixty feet of Lot 9 of Col. M. W. Busey's Heir's Addition, Property Index Number 91-21-08-356-002; and Lot 8 of Col. M. W. Busey's Heir's Addition, and adjoining vacated right-of-way, Property Index Number 91-21-08-356-003 (commonly referred to as the Facilities Planning and Engineering Building and surface parking); and

Lots 3, 4, 5, and 6 of the, Property Index Number: 91-21-08-327-013 (commonly referred to as the North Garage); and

The east 54 feet of Lot 11 of S.M. Busey's Third Addition, Property Index Number: 91-21-08-327-012 (commonly referred to as the Hoover Building); and

The west 50 feet of Lot 5, Lot 6, and the north 132 of Lot 7, Property Index Number 91-21-08-304-018 (commonly referred to as The Caring Place Day Care Center); and

Lots 1 through 10 of M. W. & G. W. Busey's Subdivision, Property Index Numbers 91-21-08-306-005, 91-21-08-306-004, 91-21-08-306-003, 91-21-08-306-002, 91-21-08-306-001, 91-21-08-306-006, 91-21-08-306-007, 91-21-08-306-008, 91-21-08-306-009, 91-21-08-306-010, respectively (commonly referred to as the Medical Research Building and surface parking); and

The southern 281.6 feet and 529.98 western feet of the S.H. Busey Survey, totaling 2.88 acres more or less, Property Index Number: 91-21-08-326-002 (commonly referred to as surface parking); and

Tract 1:

Lot 1 of Colonel M.W. Busey's Heirs Addition to the town, now the City of Urbana, Illinois, the plat of which is recorded in Book 8 on Page 444 of the records of Champaign County, Illinois, except that part taken for highway as shown in Common Law No. 63-L-365 being a triangular tract of land out of the North West corner of Lot 1 of Colonel M.W. Busey's heirs addition to the City of Urbana, said tract having one side 17.94 feet in length coinciding with the west line of said Lot 1 and another side of 18.02 feet in length coinciding with the north line of said Lot 1, also except that part conveyed to the State of Illinois for highway purposes described as follows:

A tract of land off of the Northerly end of Lot 1 of Colonel M.W. Busey's Heirs Addition to the City of Urbana, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, being the intersection of the South right-of-way line of University Avenue and the West right-of-way line of Orchard Street; thence South 00 degrees, 22 minutes, 13 seconds West, 12.00 feet along the West line of Orchard Street; thence North 89 degrees, 50 minutes, 08 seconds West, parallel with the existing South right-of-way line of University Avenue, 210.23 feet to its intersection with the present right-of-way line of University Avenue; thence North 45 degrees, 48 minutes, 13 seconds East, 17.16 feet to the South line of University Avenue; thence South 89 degrees, 50 minutes, 08 seconds East along the South right-of-way line of University Avenue, 198.00 feet to the West line of Orchard Street and the point beginning, situated in Champaign County, Illinois.

And also:

Tract 2:

Part of Lot 2 in Colonel M.W. Busey's heirs addition to the town, now the City of Urbana, Illinois, the plat of which is recorded in Book 8 on Page 444 of the records of Champaign County, Illinois, more particularly described as follows:

From the intersection of the Southerly line of University Avenue (66 feet in width) with the westerly line of Orchard Street (66 feet in width), measure southerly along said westerly line of Orchard Street 148.5 feet to the northeasterly corner of said Lot 2, to the point of beginning; thence measure Southerly along the said westerly line of Orchard Street 99.5 feet to a point; thence deflecting 90 degrees to the right measure Westerly 146.8 feet to a point; thence deflecting 11 degrees 20 minutes to the right measure Westerly 71.2 feet to a point in the Easterly line of Coler Street that is distant Southerly 85.5 feet from the Northwest corner of said Lot 2 as measured along the Easterly line of Coler Street; thence deflecting 78 degrees, 40 minutes to the right measure Northerly along said Easterly line of Coler Street 85.5 feet to the Northwest corner of Lot 2; thence deflecting 90 degrees to the right measure Easterly along Northerly line of said Lot 2, 216.7 feet (216.48 feet as platted) to the point of beginning.

And also:

Tract 3:

All that portion of the vacated alley formerly known as Mulberry Alley which lies between Coler Street and Orchard Street on the east and west respectively and between University Avenue and Clark Street on the north and south, respectively, situated in the City of Urbana, Champaign County, Illinois.

And also:

Tract 4:

Commencing at the north east corner of Lot 2 in Colonel M.W. Busey's Heirs Addition to the City of Urbana, said addition as recorded in Book 8 at Page 444 in the Champaign County Recorder's Office, Urbana, Illinois; proceed southerly along the West Line of now vacated Orchard Street (66 feet wide) a distance of 99.50 feet to the true point of beginning; thence continuing southerly along said West Line of Orchard Street a distance of 39.60 feet; thence westerly deflecting to the right 104 degrees, 42 minutes, 33 seconds, a distance of 151.71 feet; thence easterly deflecting to the right 164 degrees, 52 minutes, 10 seconds, a distance of 146.80 feet to the true point of beginning.

And also:

Tract 5:

Lots 5, 6, 7 and 8 in Block 2 of Colonel S. T. Busey's Second Addition to the City of Urbana, situated in the City of Urbana, in Champaign County, Illinois, except the following described tract deeded to the State of Illinois for highway purposes:

A tract of land across the northerly portion of Lots 5, 6, 7 and 8 in block 2 of Colonel S.T. Busey's Second Addition, situated in Urbana, Illinois, and more particularly described as follows:

Beginning at a point which is the intersection of the south line of University Avenue and the east line of Orchard Street; thence South 89 degrees, 50 minutes, 08 seconds East along the existing south line of University Avenue, 250.56 feet to the North east corner of said Lot 5, being the intersection of University Avenue right-of-way line with the west right-of-way line of a 16 foot alley; thence South 00 degrees, 22 minutes, 13 seconds West along the west line of said alley, 6.53 feet; thence South 85 degrees, 45 minutes, 49 seconds West, 71.04 feet; thence North 39 degrees, 50 minutes, 08 seconds West, 54.47 feet, said point being on the west line of said Lot 6; thence South 44 degrees, 40 minutes, 52 seconds West, 39.27 feet; thence North 89 degrees 50 minutes, 08 seconds West, parallel with the south right-of-way line of the existing University Avenue, 60.00 feet; thence North 53 degrees, 17 minutes, 25 seconds West, 46.99 feet to a point on the west line of Lot 8; thence North 00 degrees, 22 minutes, 13 seconds East, 12.00 feet along the east line of Orchard Street to the point of beginning.

Tract 6:

A part of vacated Orchard Street and Sassafras Alley described as beginning at a point of the west line of Orchard Street, 12.00 feet South of the North East corner of Lot 1 of Colonel M.W. Busey's Heirs' Addition to the City of Urbana, Champaign County, Illinois; thence South 89 degrees, 50 minutes, 08 seconds East, 66 feet to the west line of Lot 8 of Colonel S.T. Busey's Second Addition to the City of Urbana; thence South 00 degrees, 22 minutes, 13 seconds West along the West line of said Lot 8, 124.43 feet to the southwest corner of said Lot 8; thence South 37 degrees, 33 minutes, 40 seconds East along the south lines of Lots 5, 6, 7 and 8 of Colonel S.T. Busey's, Second Addition, 250.72 feet; thence South 00 degrees 22 minutes 13 seconds West 16 feet to the south line of an existing 16 foot alley; thence North 37 degrees, 33 minutes, 40 seconds West along said south line of said alley, 250.72 feet to the east line of Orchard Street; thence South 00 degrees, 22 minutes, 13 seconds west, 95.69 feet along the east line of Orchard Street; thence North 89 degrees, 37 minutes, 47 seconds West, 66 feet to the west line of Orchard Street; thence North 00 degrees, 22 minutes, 13 seconds East along the west line of Orchard Street, 235.88 feet to the point of beginning.

And also:

Tract 7:

Part of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 19 North, Range 9 East of the third principal meridian in the City of Urbana, Champaign County, State of Illinois, being more particularly described as follows:

From the intersection of the southerly line of University Avenue, (66 feet in width) with the easterly line of Orchard Street (66 feet in width) measure easterly along said southerly line of University Avenue 484.80 feet to a point; thence deflecting 90 degrees, 15 minutes, 00 seconds to the right, measure southerly 165 feet to the point of beginning; thence continuing southerly along the last described course, 107.13 feet to a point; thence deflecting 89 degrees, 51 minutes, 00 seconds to the left, measure easterly 43.06 feet to a point; thence deflecting 2 degrees, 01 minutes, 00 seconds to the right, measure easterly 43.00 feet to a point, thence deflecting 88 degrees, 21 minutes, 00 seconds to the right measure southerly 127.50 feet to a point that is distant Northerly 29.5 feet as measured at right angles from the centerline of the present main tract of the Peoria and Eastern Railway Company; thence deflecting 95 degrees, 06 minutes, 00 second the right, measure westerly along a line parallel with said centerline, 208.69 feet to a point of curve; thence measure Westerly a distance of 324.06 feet along a curve to the right, concentric with said centerline, and tangent to the last described course and having a radius of 1993.25 feet, and a central angle of 09 degrees, 19 minutes, 00

seconds to a point of tangency; thence Westerly along a line tangent to the last described curve and parallel with said centerline 45.02 feet to a point on the easterly right-of-way line of Orchard Street; thence deflecting 75 degrees, 06 minutes, 00 seconds to the right, measure Northerly along said easterly line of Orchard Street 155.01 feet to a point on the southerly line of a 16 foot east and west alley; thence deflecting 92 degrees, 06 minutes, 00 seconds to the right, measure Easterly along the southerly line of said alley 266.31 feet to the point formed by the intersection of the southerly line of said alley with the easterly line of a 16 foot north and south alley; thence deflecting 2 degrees, 18 minutes, 06 seconds to the left, measure Easterly 218.92 feet to the point of beginning.

And also:

Tract 8:

Part of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 19 North, range 9 East of the third principal meridian, situated in the City of Urbana, in Champaign County, Illinois, being more particularly described as follows:

Beginning at a point on the south line of University Avenue, 486.20 feet East of the east line of Orchard Street; thence continuing East along said south line of University Avenue, 65.0 feet; thence South 00 degrees, 51 minutes East, 211.98 feet; thence South 90 degrees West, 69.21 feet; thence North 00 degrees, 15 minutes East, 211.97 feet to the point of beginning,

having Property Index Number: 91-21-08-376-021 (commonly referred to as the South Clinic, South Parking Deck, and surface parking).

SECTION 4. DEVELOPMENT REGULATIONS. Article V is hereby amended to add the following:

Section V-10. Additional Regulations in the MIC District. All development regulations of the B-4E zoning district shall apply to said properties with the following exceptions or additions:

A. The following uses are permitted by right in this Overlay Zoning District: medical related uses, drugstore; day care center, hospital or clinic, ambulance service medical carrier service, home for the aged; nursing home; fitness center; and health care-related business or professional medical office building.

B. The following uses are permitted by right in this Overlay Zoning District if constructed with the same structure as a health care-related business: professional office, institution of an educational, philanthropic or eleemosynary nature; telegraph office;

university or college; barber shop; beauty shop; fitness center; dry cleaning or laundry establishment; laundry and/or dry cleaning pick-up; self-service laundry; mortuary; bank or savings and loan association; vocational, trade or business school; restaurant; cafe; photographic studio and equipment sales and service; fast-food restaurant; dairy store; confectionery store; stationery-gift shop-art supplies; florist; bookstore. The health care-related or professional medical office use must be the principal use and exceed the following percentages of the structure's net floor area as outlined below or the property must be rezoned to MIC to allow any of these uses as a stand alone use per Section XI-7 of the Urbana Zoning Ordinance:

1. If the structure is 0 to 20,000 square feet, the health care-related or professional medical office use must exceed sixty (60) percent of the building's net floor area.
2. If the structure is 20,001 square feet to 50,000 square feet, the health care-related or professional medical office use must exceed seventy (70) percent of the building's net floor area.
3. If the structure is 50,001 square feet or more, the health care-related or professional medical office use must exceed eighty (80) percent of the building's net floor area.

C. Uses in this overlay district must provide 100% of the required off-street parking per Table VIII-6 "Parking Requirements by Use".

D. The maximum floor area ration (FAR) for the MIC district is 9.0.

SECTION 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the Corporate Authorities. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Chapter 65, Section 1-2-4 of the Illinois Compiled Statutes (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the _____ day of December, 1995.

PASSED by the City Council on this ____ day of December, 1995.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of December, 1995.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the ____ day of December, 1995, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN AMENDMENT TO A PART OF THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS AND THE ZONING MAP OF URBANA, ILLINOIS- Medical Institutional Campus Zoning District Provisions", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the ____ day of _____, 19____, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this ____ day of _____, 19____.

(SEAL) _____
Phyllis D. Clark, City Clerk

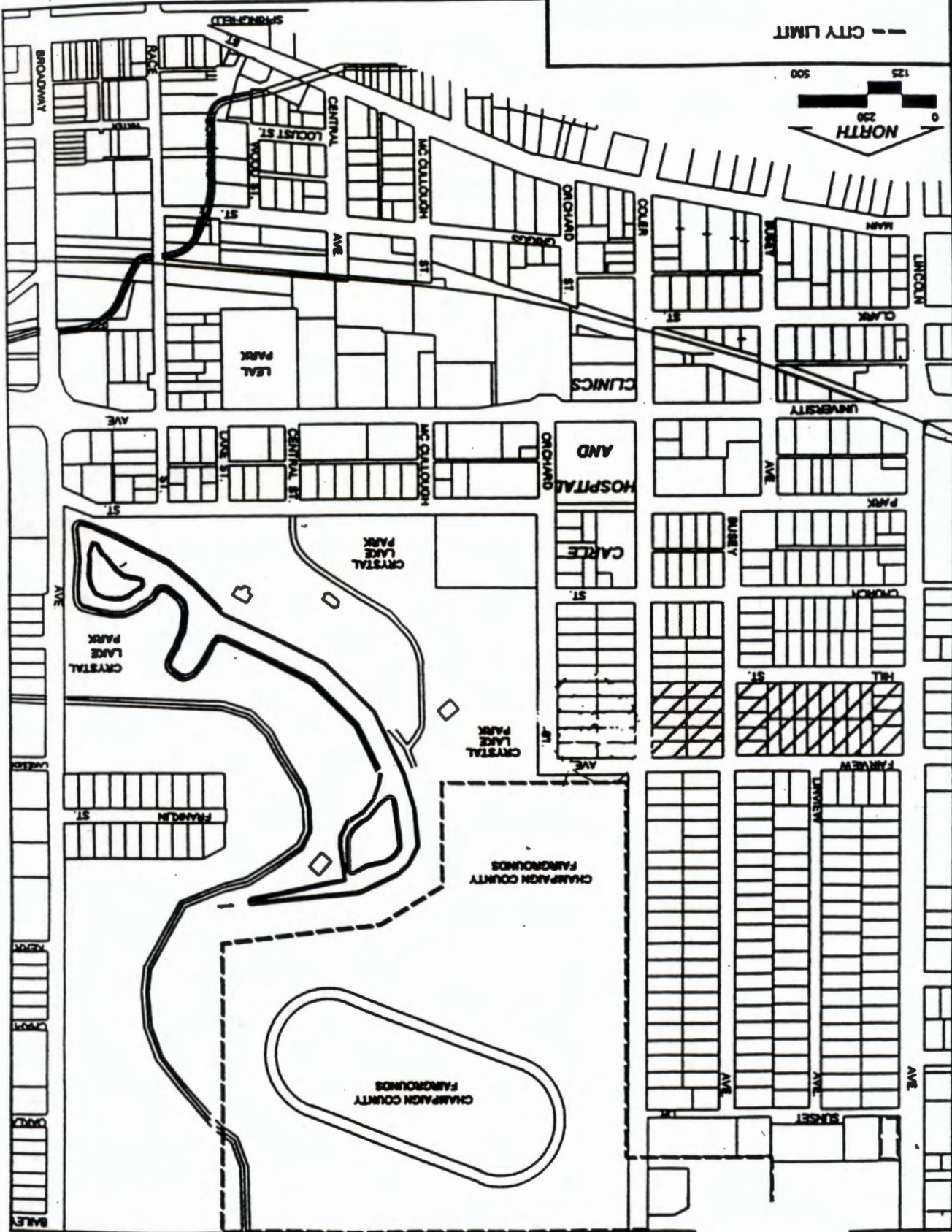
Exhibit C

CARLE DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

Beginning at the intersection of the east Right-of-Way line of Lincoln Avenue with the centerline of the Consolidated Rail Corporation mainline track; thence, northerly, along said east Right-of-Way line, 684.6 feet to the north Right-of-Way line of Church Street; thence, easterly, along said north Right-of-Way line, 627.0 feet to the west Right-of-Way line of Busey Avenue; thence, northerly, along said west Right-of-Way line, 20.00 feet to the westerly extension of the north Right-of-Way line of Church Street; thence, easterly, along said north Right-of-Way line and the extensions thereof, 762.96 feet to the east Right-of-Way line of Orchard Street, said point also being 60.00 feet northerly of the northwest corner of a tract conveyed to The Carle Foundation by a Deed dated June 26, 1958 and recorded on June 27, 1958 in Book 599 at Page 172, as Document No. 612079 in the Office of the Recorder, Champaign County, Illinois; thence, easterly, along the extension of said north Right-of-Way line of Church Street, 466.33 feet, to the northerly extension of the east Right-of-Way line of McCullough Street; thence southerly, along said east Right-of-Way line and the extensions thereof, 749.60 feet to the south Right-of-Way line of University Avenue; thence, westerly, along the south right-of-way line of University Avenue, 10.45 feet, to the northeast corner of a tract conveyed to The Carle Foundation by a deed dated May 19, 1982 and recorded March 10, 1983 in Book 1314 at Page 794 as Document No. 83R3466 in the Office of the Recorder, Champaign County, Illinois; thence, southerly, along the east line of said tract, and the southerly extension thereof, 273.61 feet to a point on a north line of a tract conveyed to The Carle Foundation by a deed dated January 27, 1982 and recorded February 1, 1982 as Document No. 82R1375 in the Office of the Recorder, Champaign County, Illinois; thence, easterly, along said north line, 15.73 feet, to a northeast corner of said tract; thence, southerly along the east line of said tract, and the southerly extension thereof, 159.00 feet to the centerline of the Consolidated Railway Company mainline track; thence northwesterly, along said centerline, to the Point of Beginning.

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FARGO NEIGHBORHOOD PLAN
 IN AREAS WHERE CARLE CANNOT ACQUIRE PROPERTY
 Exhibit E

EXHIBIT F

Specific Property Breakdown Through April 1995

Address	Acq Date	Acq Value and Improvements
804 North Lincoln	11/91	\$39,169.59
822 & 822.5 Hill	4/95	\$44,192.92
812 Hill	10/89	\$47,782.72
808 Hill	8/91	\$41,749.85
804 Hill	5/93	\$44,147.35
801 North Busey	8/91	\$46,597.36
805 North Busey	11/91	\$39,975.34
807 North Busey	12/92	\$33,869.73
809 North Busey	3/92	\$ 8,104.35**
808 North Busey	3/95	\$31,896.21
801 Coler	11/94	\$48,932.02
805 Coler	10/91	\$61,155.38
805 Fairview	6/95	\$47,500.00

**Land - No Building Recorded

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Exhibit G

Property Subject to Demolition

802 W. Park Street, Urbana

817 Church Street, Urbana

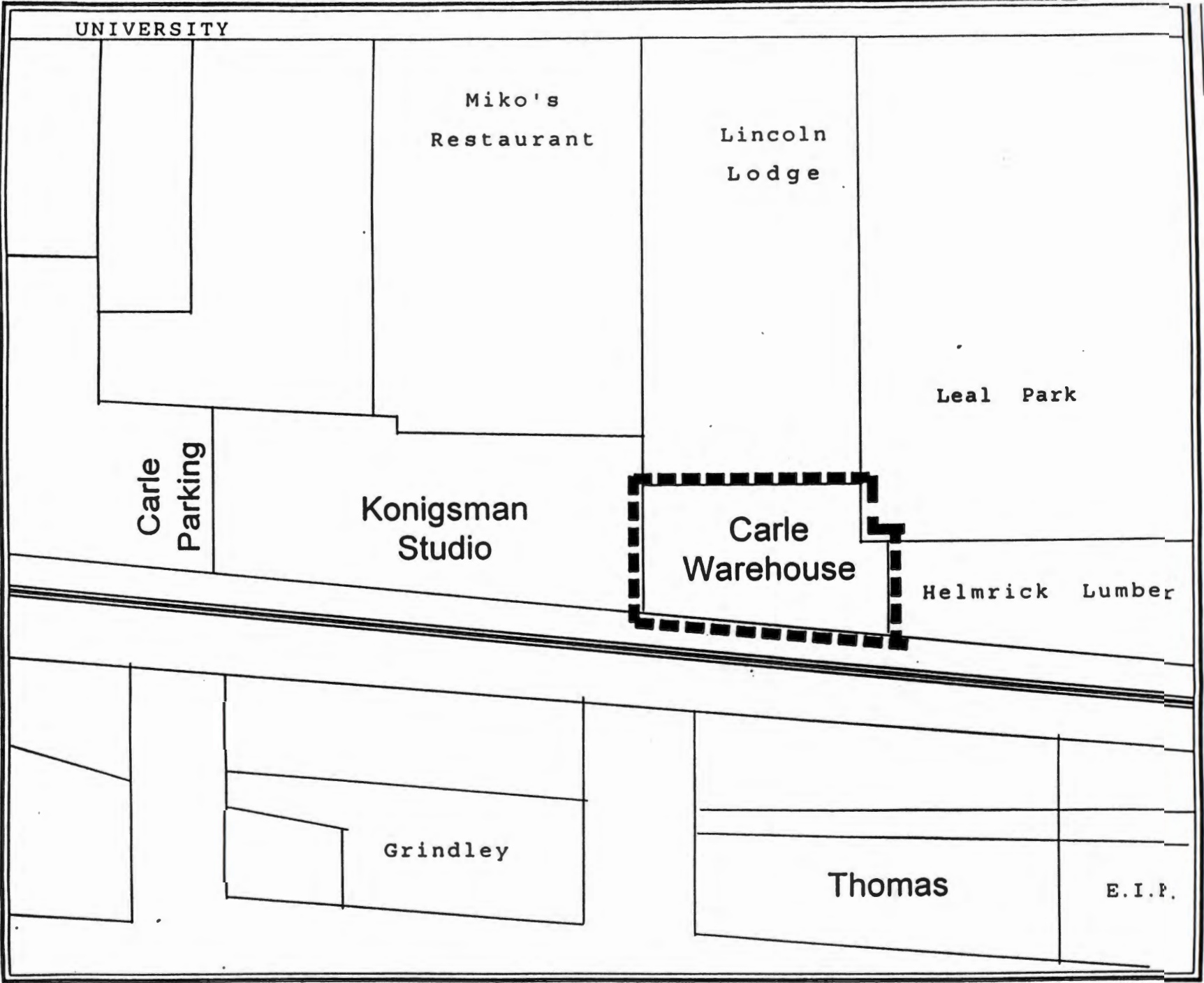
709 Orchard Street, Urbana

811 Church Street, Urbana



Carle to Downtown Railroad Walkway

EXHIBIT H



Agreement between the City of Urbana and the Urbana Park District

THIS AGREEMENT, including attachments and Exhibits and hereinafter referred to as the "Agreement" by and between the City of Urbana, Illinois and the Urbana Park District shall be effective as of the date that the last of the Chief Executive Officers of the respective parties sign this Agreement as evidence by the date appearing below their signature provided, however, this Agreement shall not come into effect unless the Development Agreement between Carle Foundation and the City in form set forth in Attachment "A" to this Agreement is first entered into.

RECITALS

WHEREAS, in accordance with and pursuant to both the Intergovernmental Agreement Article of the Illinois Constitution of 1970 and the Illinois Compiled Statutes, the parties are authorized to enter into intergovernmental agreements;

WHEREAS, Carle Foundation has developed a Master Site Plan reflecting development of the area bounded by Church Street extended to McCullough Street, Lincoln Avenue, the Consolidated Railway Company and McCullough Street extended to Church Street; and

WHEREAS, Carle is proposing to redevelop a portion of said area per the Carle Master Site Plan attached as Exhibit "B" hereto and hereinafter referred to as the "Master Site Plan"; and

WHEREAS, the City has determined that the attached Master Site Plan is in the best interests of the citizens of the City of Urbana and has entered into a development agreement with Carle Foundation; and

WHEREAS, Carle Foundation's Master Site Plan includes the construction of Loop Road connecting McCullough Street and Church Street per the attached site plan and said Loop Road uses a small portion of District property at Crystal Lake; and

WHEREAS, the District has approved a land exchange to allow the construction of said Loop Road, subject to certain terms and conditions; and

WHEREAS, among the terms and conditions is the condition that the City of Urbana enter into an intergovernmental agreement with the District to assure that the District's concerns are addressed.

NOW, THEREFORE, the City and the Urbana Park District 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 will have the meaning provided from place to place herein, including as follows:

"Carle" means Carle Foundation.

"City" means the City Council of the City of Urbana, Illinois or its agents, employees and representatives.

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

"Development Area" means, collectively, the real estate bounded by Church Street extended on the north; McCullough Street extended on the east; Lincoln Avenue on the west; and the Consolidated Railway Company right-of-way on the south as illustrated in Exhibit "C", attached hereto; and

"District" means the Urbana Park District.

"Parties" mean, collectively, the City of Urbana and the Urbana Park District.

"Private Development" means those facilities including clinic buildings, hospital buildings, education buildings, roadways or streets (including the related real estate and appurtenant facilities) to be acquired, constructed, extended, improved and installed (or caused to be done) in one or more phases by Carle as illustrated on the Master Site Plan.

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

(a) **headings of sections herein are solely for convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.**

(b) all exhibits attached to this Agreement will be and are operative provisions of this Agreement and will be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City hereby makes certain representations. 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 2.2 Representations and Warranties of the Urbana Park District. The District makes the following representations. The District has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

Section 2.3 Disclaimer of Warranties. The City and the District acknowledge that neither has made any warranties to the other, except as set forth in this Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Related Agreement. The City agrees that the McCullough Street loop road design shall be subject to the terms and conditions of a related Agreement between the City and Carle (Attachment "A"). If for any reason the Development Agreement between the

City and Carle (Attachment "A") becomes null and void then this Agreement shall automatically become null and void at the same time.

Section 3.2 Conveyance of Property. The District agrees to convey to the City of Urbana, that part of Park District property illustrated generally on Exhibit "B" within thirty (30) days of the City giving written notification to the Park District of the approval of Attachment "A". The City will convey to the Park District that property which Carle conveys to the City as illustrated on Exhibit "B".

Section 3.3 Street Design and Park Property Issues. The Corporate Authorities agree that they shall monitor the design and construction at no expense to the Park District of said Loop Road to ensure that:

- A. That a legal description, survey, and plat showing before and after situations will be provided the Urbana Park District prior to the land exchange.
- B. A landscaped berm shall be constructed on the north side of the loop road subject to the approval of the Urbana Park District Director.
- C. A bicycle path shall be installed on the north side of the berm and on the east side of McCullough Street north of Park Street which connects to an existing bicycle path in Crystal Lake Park in accordance with the Urbana Park District Director's approval.
- D. The Street shall include all way stop signs at McCullough Street/Park Street intersection and at the Orchard Street/Church Street intersection of the McCullough Street Loop Road.

- E. The playground equipment currently located adjacent to the loop road will be replaced and installed with new equipment at a new location approved by the Director of the Urbana Park District.
- F. That the new park area will be designed, constructed and donated free of charge to the Urbana Park District as a result of the land exchange which will allow the construction of the McCullough Street Loop Road and Park Street and Orchard Street intersections. Said park site design will be subject to the approval of the Urbana Park District Director. Also final design/engineering documents will be submitted to the Urbana Park District for review and approval.
- G. That a construction plan for the development of the McCullough Street Loop Road and associated improvements which will indicate how the existing park landscaping and trees will be protected during construction will be presented prior to construction taking place. The City and/or Contractors will make every effort to protect existing park landscaping and trees during construction. In addition, disturbed landscaping will be restored following construction, with berming and landscaping along the park edge of the Loop Road per the Director of the Urbana Park District's approval.
- H. That the City will have Carle in its future plans for the campus and the Crystal Lake neighborhood make every effort to continue to provide western access to Crystal Lake Park for the Urbana citizens who live to the west and north of the Carle campus.
- I. That any development or construction taking place on the Carle parking lot that is currently adjacent to Crystal Lake Park, will not exceed thirty-five feet in height.
- J. That the City will cooperate with the Park District staff in responding to any other safety concerns which may develop in and around the construction site.

- K. That all parties acknowledge that the Urbana Park District will not incur any costs as a result of this implementation.

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 will 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 will 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. If the defaulting party commences to cure said default, such thirty (30) day period will 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 will be deemed not to constitute a breach of this Agreement. However, a default not cured as provided above will 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 will 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 5.2 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 will be to institute legal action against the other party for specific performance or their appropriate equitable relief.

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 District relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the District, 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 District 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 District, nor will any provision give any third parties any rights of subrogation or action over or against either the City or the District. 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 will be considered an original and together they will constitute one agreement.

Section 6.4 Special and Limited Obligation. This Agreement will constitute special and limited obligation of the City and the District according to the terms hereof. This Agreement will never constitute a general obligation of the City or the District to which its credit, resources or general taxing powers are pledged.

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 will be deemed to exist unless such waivers are in writing. No such waiver will obligate the waiver of any other right or remedy hereunder, or will 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 District 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, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the District or other appropriate persons all singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 6.7 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement will be in writing and will be executed by the party or an officer, agent or attorney of the party, and will 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 Urbana Park District:

Executive Director

303 E. University Avenue

Urbana, Illinois 61801

TEL: (217) 367-1536

FAX: (217) 367-1391

To the City:

City of Urbana, Illinois

400 South Vine Street

Urbana, IL 61801

Attention: Chief Administrative Officer

TEL: (217) 384-2454

FAX: (217) 384-2363

with a copy to:

Legal Division

400 South Vine Street
Urbana, IL 61801
TEL: (217) 384-2464
FAX: (217) 384-2363

Section 6.8. Illinois Law. This Agreement will be construed and interpreted under the laws of the State of Illinois.

Section 6.9. No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement will be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City or the District, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City or the District will 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 6.10. 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 will be controlling.

Section 6.11. Term. This Agreement will remain in full force and effect until said Agreement is mutually amended or terminated.

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

CITY OF URBANA, ILLINOIS

By: _____

Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Urbana Park District

By: _____

Bruce Larson, President

Date: _____

ATTEST:

Date: _____

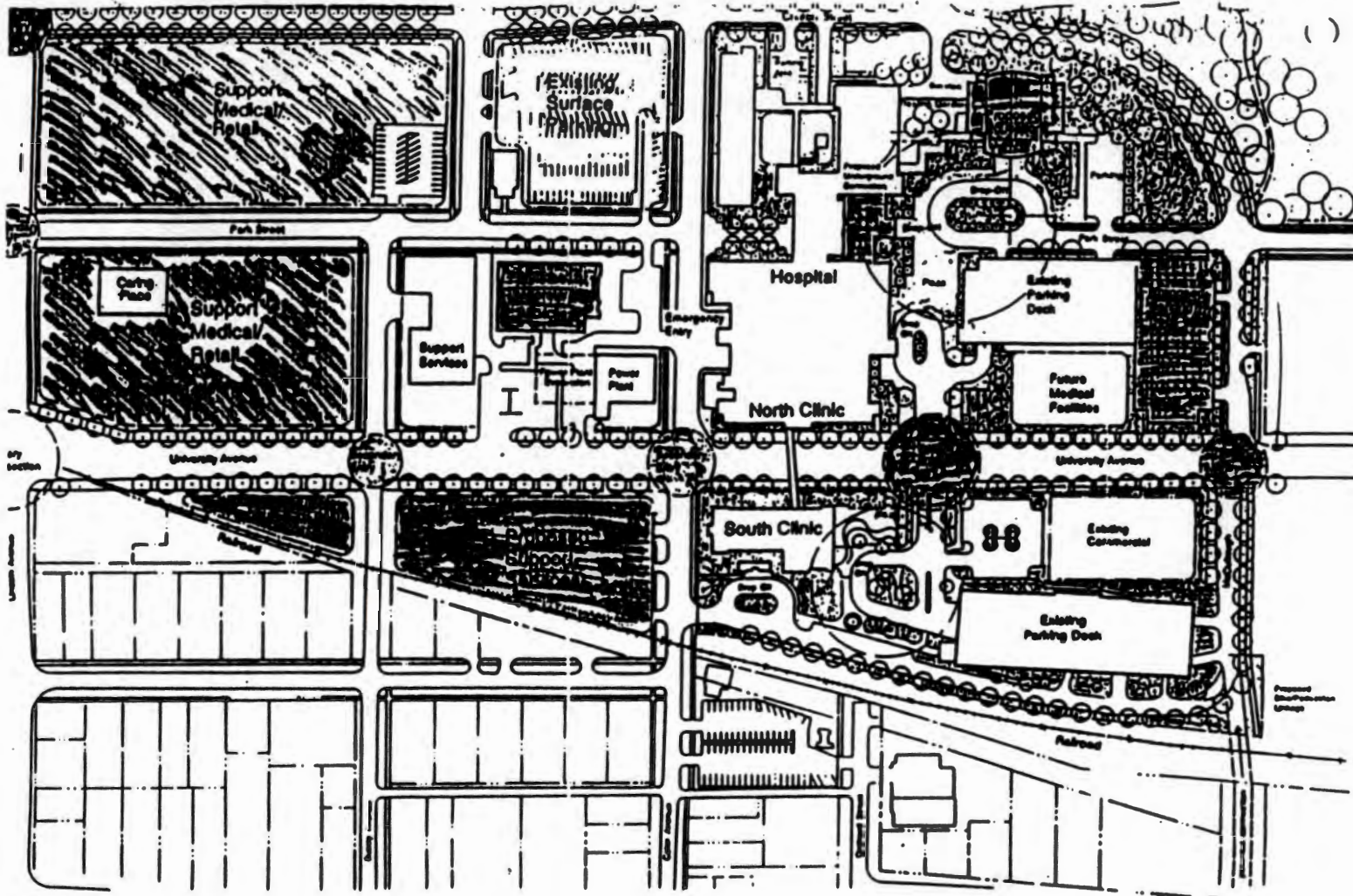


Exhibit B to City/Proc Dist Agreement

Carle
Carle Medical Campus

Exhibit A - Master Site Plan

▲
North