

ORDINANCE NO. 9697-24

AN ORDINANCE APPROVING AN AGREEMENT WITH INTEGROUP, INC.

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

Section 1. That an Agreement between the City of Urbana, Illinois and Integroup, Inc., 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 hereby 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 12th day of August, 1996.

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

NAYS:

ABSTAINED:

APPROVED by the Mayor this 20th day of August, 1996.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SR

Development Agreement

By and Between

The
CITY OF URBANA
Champaign County, Illinois

and

INTEGROU, INC.
A Florida Corporation

**DEVELOPMENT AGREEMENT
INTEGROUP, INC.**

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "City"); LENORE TAWNEY (hereinafter referred to as the "Owner"); and INTEGROUP, INC., a Florida corporation (hereinafter referred to as the "Developer").

W I T N E S S E T H :

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, the Owner is, or will be, the owner of record of approximately forty-nine and 65/100 (49.65) acres of real estate located at the northwest corner of Bradley Avenue and Lincoln Avenue in Urbana, Illinois, the legal description of which is set forth on Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the "Development Area");

WHEREAS, the aerial photograph attached hereto as Exhibit B and incorporated by reference herein is a true and accurate representation of the Development Area governed by the provisions of this Agreement;

WHEREAS, the Developer and the Owner have entered into a certain Purchase and Sale Agreement dated June 17, 1996, which contemplates the acquisition of the Development Area by the Developer;

WHEREAS, the Developer intends to develop, or cause to be developed, on the Development Area a shared living community and commercial retail development (collectively the "Development") in general accordance with the site plan attached hereto as Exhibit C and incorporated herein by reference (the "Site Plan");

WHEREAS, the Development will be compatible with and further the City's 1982 Comprehensive Plan, as amended; and

WHEREAS, the Development will provide not only an economic stimulus for the City, but a diversity in residential and commercial activity which is anticipated will lead to greater employment opportunities and additional tax revenues for the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, certain words and terms used in this Agreement will have the meaning provided as follows:

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

"Developer" means Integroup, Inc., a Florida corporation..

"Development" means a shared living community and commercial retail development.

"Development Area" means approximately forty-nine and 65/100 (49.65) acres of real estate located at the northwest corner of Bradley Avenue and Lincoln Avenue in Urbana, Illinois, the legal description of which real estate is set forth on Exhibit A.

"Final Plat" means a final plat of a portion of the Development Area which is in substantially similar form as Exhibit D attached hereto and incorporated by reference herein.

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

"Preliminary Plat" means a preliminary plat of the Development Area in substantially similar form as Exhibit E attached hereto and incorporated by reference herein.

"Site Plan" means a site plan of that portion of the Development Area which is further depicted on Exhibit C.

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;
- (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; and
- (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 the Developer, as follows:

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

Section 2.1.2 Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder. And to the extent, if at all, anything to be done under this Agreement by the City is not in conformance with any rule, regulation, law or ordinance, the provisions of this Agreement shall control, it being the intention of the City to invoke its constitutional Home Rule powers and Article VII, Section 10 (Intergovernmental Cooperation) of the Illinois Constitution to support the provisions of this Agreement.

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

Section 2.1.4 No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any 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 other 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 Developer. The Developer makes the following representations and warranties to the City:

Section 2.2.1 Organization. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

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

Section 2.2.3 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Developer's board of directors. This Agreement is a legal, valid and binding agreement,

obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, 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 the Developer is a party, or by which the Developer or any of its assets may be bound.

Section 2.2.5 Consents. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer.

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

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

ARTICLE III

CITY COVENANTS AND AGREEMENTS

Section 3.1 Zoning and Special Use Permit. The City agrees to consider amending the City's 1982 Comprehensive Plan and Official Zoning Map, and consider issuance of a special use permit sufficient to permit the Development in accordance with the Site Plan within the Development Area. Furthermore, it is understood and acknowledged that the Developer has submitted an application for rezoning a portion of the Development Area from R-3 Single and Two Family Residential and B-3 General Business to R-4 Medium Density Multiple Family Residential and that said amendments and special use permit will be processed concurrent to the review process of this Agreement.

Section 3.2 Goodwin Avenue. The City agrees to convey to the Owner, concurrently with the execution of this Agreement by the Mayor of the City, any and all interest the City has in and to the real estate further described on Exhibit F attached hereto and incorporated by reference herein for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City.

Section 3.3 Enterprise Zone Benefits. In recognition of the fact that the Development Area is located within the Urbana Enterprise Zone, the City of Urbana agrees to assist the Developer to obtain all benefits to which the Developer is entitled and eligible to receive under the Urbana Enterprise Zone Program and the State of Illinois Enterprise Zone Act.

Section 3.4 Regional Stormwater Conveyance and Detention Facility. Provided construction of the Development has commenced on or before November 1, 1996, the City agrees to construct, or cause to be constructed, on or before July 31, 1997, a regional stormwater conveyance and detention facility as further detailed on Exhibit G attached hereto and incorporated by reference herein (the "Stormwater Facility"). The City agrees to not delay the issuance of any certificates of occupancy for improvements on the Development Area in the event the Stormwater Facility is not completed by July 31, 1997, so long as adequate temporary stormwater detention for the Development Area is provided by the Developer. All costs incurred by the Developer as a result of temporary stormwater detention being constructed on the Development Area on or after July 31, 1997 due to the Stormwater Facility not being completed shall constitute a credit against the Development Area's share of the cost of the Stormwater Facility. The City further agrees to allow the Development Area to detain all stormwater runoff from the Development Area, as developed, in the Stormwater Facility, provided the City is reimbursed for the Development Area's share of the Stormwater Facility, as further detailed on Exhibit H attached hereto and incorporated by reference herein. The City shall be reimbursed by the owner of any lot in the Development Area within sixty (60) days of the City issuing a certificate of occupancy for an improvement on the subject lot. The City agrees that said detention within the Stormwater Facility shall be deemed to satisfy all stormwater detention requirements imposed on the Development Area by Chapter 21 of the City Code of Ordinances entitled "The City of Urbana Subdivision and Land Development Code". For the purposes of this Section 3.4, "construction" shall include but not be limited to site grading upon the Development Area.

Section 3.5 Relocation of Utilities. The City agrees to make its best effort to cause overhead electric power lines located within that portion of the Development Area commonly known as Goodwin Avenue Extended to be relocated on or before December 31, 1996, by Illinois Power Company. To the extent that said relocation of Illinois Power Company's overhead electric power lines is required by the City's franchise agreement with Illinois Power Company, the City shall make its best effort to enforce said franchise agreement.

Section 3.6 Impact and Recapture Fees, Donations and Contributions. The City covenants to the Developer that there are currently no impact fees, donations or contributions ("Development Fees") due or payable as a result of the Development and the Developer shall not be liable for payment of any such Development Fees to the City or any third party in connection with the Development on the Development Area. In the event any future Development Fees shall be imposed upon the Development or the Development Area, the Development Fees shall be assessed on an equitable prorata basis with all other real property owners benefiting from the source of the Development Fees. Notwithstanding the foregoing, the City agrees neither the Development nor the Development Area shall be liable to the City or any third party for the cost of any current or future improvements to Lincoln Avenue in Urbana, Illinois.

Section 3.7 Bus Stop Shelter. In the event the Developer constructs a bus stop shelter on the Development Area (the "Bus Stop Shelter"), the City shall use its best effort to cause the Champaign-Urbana Mass Transit District to pay the Developer an equitable portion of the costs associated with the Bus Stop Shelter.

Section 3.8 Final Plat, Preliminary Plat and Site Plan Approval. The City agrees to approve both the Preliminary Plat and Final Plat on or before August 19, 1996. The Parties acknowledge and agree both the Preliminary Plat and Final Plat may be the subject of such reasonable modifications as may be agreed upon by the Parties provided said modifications shall not be deemed to be an amendment to this Agreement. The City hereby further approves the Site Plan. This approval does not restrict the City Planning Director from approving subsequent reasonable modifications to the Site Plan, provided such modifications shall not be considered an amendment to this Agreement.

Section 3.9 Building Construction. The City will complete building plan review for any building to be constructed upon the Development Area within ten (10) working days of plan submission. The City will also provide building inspections for any building being constructed upon the Development Area within one (1) working day of a request to inspect.

Section 3.10 Signage. The City agrees to permit the signage further detailed on Exhibit I attached hereto and incorporated by reference herein to be erected upon the Development Area at the location further depicted on Exhibit C.

ARTICLE IV

DEVELOPER'S COVENANTS AND AGREEMENTS

Section 4.1 Ownership of Development Area. The Developer represents that it possesses the legal right to purchase the Development Area from the Owner.

Section 4.2 Development Schedule. The Developer represents that upon Developer's ownership of any portion of the Development Area, the Developer will immediately use its best efforts to begin construction of a shared living community upon a portion of the Development Area with the intent of providing residential units available for occupancy on or before September 1, 1997.

ARTICLE V

OWNER COVENANTS AND AGREEMENTS

Section 5.1 Goodwin Avenue Stormwater Conveyance System. The Owner agrees to convey to the City, concurrently with the execution of this Agreement by the Mayor of the City, any and all interest the Owner has in and to the real estate further described on Exhibit J attached hereto and incorporated by reference herein for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 Binding Agreement. The City and the Developer agree that neither party will take action nor omit to take action during the term of this Agreement, which act or omission as applied to the Development Area would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Developer and the City. The terms of this Agreement are hereby expressly made binding upon all grantees, lessees, assigns and successors in interest of the Developer as to all or any part of the Development Area and are further expressly made binding upon the City.

Section 6.2 Term. The term of this Agreement shall be for ten (10) years from the date the Mayor of the City signs this Agreement.

Section 6.3 Enforcement. The Owner, the Developer and the City agree and hereby stipulate that any party to this Agreement may by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel specific performance of this Agreement. Upon a breach of this Agreement by any party, the non-defaulting party seeking enforcement shall be reimbursed by the defaulting party for all costs and fees, including reasonable attorney fees, incurred by the non-defaulting party in enforcing the terms of this Agreement.

Section 6.4 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery 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):

CITY: **City of Urbana**
Attention: Chief Administrative Officer
400 South Vine Street
Urbana, Illinois 61801

DEVELOPER: **Integroup, Inc.**
Attention: David B. Owen
7077 Bonneval Road, Suite 450
Jacksonville, Florida 32216

DEVELOPER'S ATTORNEY: **Meyer Capel Hirschfeld Muncy Jahn & Aldeen, PC.**
Attention: Patrick T. Fitzgerald
306 West Church Street
Champaign, Illinois 61820

*OWNER'S ATTORNEY: DAVID THIES
WEBBER & THIES
202 LINCOLN SQUARE
P.O. BOX 189
URBANA, IL 61801*

Section 6.5 Covenant Running with the Land. This Agreement shall constitute a covenant running with the land for the term of this Agreement. The City and the Developer intend that this Agreement shall be recorded in the Recorder's Office of Champaign County, Illinois, with any expenses for said recording to be paid by the City.

Section 6.6 Severability. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

Section 6.7 Applicability. In the event the Developer does not acquire from the Owner at least twenty-five (25) acres of the Development Area by November 1, 1996, the provisions of this Agreement shall become null and void and the Parties shall be released from any and all obligations hereunder.

Section 6.8 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single document.

Section 6.9 Facsimile Signatures. The parties acknowledge that photocopies of this Agreement which have been executed by the parties hereto or their respective agents shall be binding upon the parties as if such photocopies were originals regardless of whether such photocopies of this Agreement have been delivered by personal service, regular mail, facsimile transmission or otherwise. Upon request from any party hereto, all other parties agree to execute an original of this Agreement upon presentation thereof if said document has previously been executed and delivered in photocopy form by personal delivery, facsimile transmission, regular mail or otherwise.

Section 6.10 Entire Contract and Amendments. This Agreement (together with the Exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 6.11 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City, the Owner and the Developer have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

CITY:

City of Urbana

By:

Tod Satterthwaite
Tod Satterthwaite, Mayor

Attest:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

Date:

August 15, 1996

DEVELOPER:

Integroup, Inc.
A Florida Corporation

By:

Rodolfo F. Buckley
Rodolfo F. Buckley

Its:

PRESIDENT

Attest:

R. Timothy Cromwell
R. Timothy Cromwell
Assistant Secretary

Date:

August 3, 1996

OWNER:

Lenore Tawney

Date:

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public, in and for the County of Champaign, State of Illinois, do hereby certify that Tod Satterthwaite and Phyllis D. Clark, personally known to me to be the Mayor and Clerk of the City of Urbana, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of August, 1996.

"OFFICIAL SEAL"
Reed Allen
Notary Public, State of Illinois
My Commission Expires 12/31/97

[Signature]
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that LENORE TAWNEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the same instrument as her free and voluntary act, as trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of August, 1996.

Notary Public

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

I, the undersigned Notary Public, in and for the said County and State, do hereby certify that Ronald F. Buckley and B. Timothy Cromwell, personally known to me to be the President and Secretary of INTEGROUP, INC., a Florida corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of August, 1996.



KAREN M. PERDUE
Notary Public, State of Florida
My Comm. expires Sept. 19, 1999
Comm. No. CC 496662

[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF INTEGROU, INC. TRACT

JULY 31, 1996

TRACT 1:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 40.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE AS RECORDED IN BOOK 1077 ON PAGE 448 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE AND THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE AS RECORDED IN BOOK 651 ON PAGE 497 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE FOR THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 1,266.43 FEET TO THE EAST RIGHT-OF-WAY LINE OF GOODWIN AVENUE AS RECORDED IN BOOK 907 ON PAGE 542 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GOODWIN AVENUE, A DISTANCE OF 1,204.53 FEET TO THE SOUTHWEST CORNER OF THE NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AS RECORDED IN BOOK 905 ON PAGE 576 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AND ALSO ALONG THE SOUTH LINE OF THE MARATHON OIL COMPANY TRACT AS RECORDED IN BOOK 758 ON PAGE 382 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, A DISTANCE OF 1,051.89 FEET; THENCE SOUTH PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT A DISTANCE OF 217.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 1,001.15 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO EXCEPT THAT TAKEN FOR RIGHT-OF-WAY PURPOSES AS RECORDED IN BOOK 1904 AT PAGE 632 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF F. A. U. ROUTE 7177 (LINCOLN AVENUE) 54.93 FEET NORTH AND 33.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 55 DEGREES 37 MINUTES 48 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY LINE 26.65 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 57 SECONDS WEST ALONG THE NORTH EXISTING RIGHT-OF-WAY LINE OF BRADLEY AVENUE FOR A DISTANCE OF 29.97 FEET; THENCE NORTH 45 DEGREES 34 MINUTES 53 SECONDS EAST 48.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH AND 50 FEET WEST OF THE CENTERLINE OF SAID F. A. U. ROUTE 7177 (LINCOLN AVENUE) FOR A DISTANCE OF 95.00 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 21 SECONDS EAST 498.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST EXISTING RIGHT-OF-WAY LINE OF F. A. U. 7177 (LINCOLN AVENUE) FOR A DISTANCE OF 612.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 6,861 SQUARE FEET, MORE OR LESS.

TRACT 2:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE AS RECORDED IN BOOK 1077 ON PAGE 448 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF GOODWIN AVENUE AS RECORDED IN BOOK 907 ON PAGE 542 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE FOR THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 259.84 FEET TO THE SOUTHEAST CORNER OF THE NORTHERN ILLINOIS WATER CORPORATION TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHERN ILLINOIS WATER CORPORATION TRACT, AND ALONG THE EAST LINE OF MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION AS RECORDED IN BOOK "Z" OF PLATS ON PAGE 281 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, A DISTANCE OF 429.00 FEET TO THE NORTHEAST CORNER OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION, A DISTANCE OF 274.49 FEET TO THE NORTHWEST CORNER OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF CARVER PARK SUBDIVISION AS RECORDED IN BOOK "I" OF PLATS ON PAGE 105 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE EAST LINE OF SAID CARVER PARK SUBDIVISION AND ALONG THE EAST LINE OF THE HENRY SAPOZNIK TRACT AS RECORDED IN BOOK 623 ON PAGE 223, A DISTANCE OF 857.00 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE HAL COMMUNICATIONS, INC., SUBDIVISION AS RECORDED IN BOOK "Z" OF PLATS ON PAGE 142 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID HAL COMMUNICATIONS, INC., SUBDIVISION AND ALONG THE SOUTH LINE OF SAID HAL COMMUNICATIONS, INC., SUBDIVISION, A DISTANCE OF 537.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID GOODWIN AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF GOODWIN AVENUE, A DISTANCE OF 1,285.87 FEET TO THE POINT OF BEGINNING, AS SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

TRACT 3:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1241.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE MARATHON OIL COMPANY TRACT AS RECORDED IN BOOK 758 ON PAGE 382 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF THE MARATHON OIL COMPANY TRACT TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE AS RECORDED IN BOOK 651 ON PAGE 497 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT, A DISTANCE OF 217.80 FEET; THENCE NORTH PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200 FEET TO THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID MARATHON OIL

COMPANY TRACT, A DISTANCE OF 217.80 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

TRACT 4:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, SAID WEST LINE ALSO BEING THE CENTERLINE, AS EXTENDED, OF GOODWIN AVENUE, URBANA, ILLINOIS, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 TO THE SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74; THENCE WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74, A DISTANCE OF 60 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 30 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALL SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AS FILED FOR RECORD IN BOOK "905" AT PAGE 578 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS:

AND ALSO EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 WITHIN THE RIGHT-OF-WAY OF BRADLEY AVENUE AS FILED FOR RECORD IN BOOK 1077 AT PAGE 448 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

THE ABOVE DESCRIBED COMBINED NET TRACTS CONTAINING 49.65 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.



EXHIBIT B



 MELROSE APARTMENTS OF URBANA

BASE DATA TAKEN FROM
 AERIAL MAPPING SERVICES, INC.
 ROLL 191, EXPOSURE 075
 FLOWN MARCH 27, 1996

3218-2.EX3

Melrose
 APARTMENTS

DATE
 071296

SCALE
 1 in=600 Ft

SHEET
 2 OF 3

JOB NO.
 3218-2



BERNS, CLANCY AND ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET • POST OFFICE BOX 755
 URBANA, ILLINOIS 61801-0755
 PHONE: 217/384-1144 FAX: 217/384-3355

Development Agreement

By and Between

**The
CITY OF URBANA
Champaign County, Illinois**

and

**INTEGROUP, INC.
A Florida Corporation**

**DEVELOPMENT AGREEMENT
INTEGROU, INC.**

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "City"); LENORE TAWNEY (hereinafter referred to as the "Owner"); and INTEGROU, INC., a Florida corporation (hereinafter referred to as the "Developer").

WITNESSETH:

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, the Owner is, or will be, the owner of record of approximately forty-nine and 65/100 (49.65) acres of real estate located at the northwest corner of Bradley Avenue and Lincoln Avenue in Urbana, Illinois, the legal description of which is set forth on Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the "Development Area");

WHEREAS, the aerial photograph attached hereto as Exhibit B and incorporated by reference herein is a true and accurate representation of the Development Area governed by the provisions of this Agreement;

WHEREAS, the Developer and the Owner have entered into a certain Purchase and Sale Agreement dated June 17, 1996, which contemplates the acquisition of the Development Area by the Developer;

WHEREAS, the Developer intends to develop, or cause to be developed, on the Development Area a shared living community and commercial retail development (collectively the "Development") in general accordance with the site plan attached hereto as Exhibit C and incorporated herein by reference (the "Site Plan");

WHEREAS, the Development will be compatible with and further the City's 1982 Comprehensive Plan, as amended; and

WHEREAS, the Development will provide not only an economic stimulus for the City, but a diversity in residential and commercial activity which is anticipated will lead to greater employment opportunities and additional tax revenues for the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

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ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, certain words and terms used in this Agreement will have the meaning provided as follows:

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

"Developer" means Integroup, Inc., a Florida corporation.

"Development" means a shared living community and commercial retail development.

"Development Area" means approximately forty-nine and 65/100 (49.65) acres of real estate located at the northwest corner of Bradley Avenue and Lincoln Avenue in Urbana, Illinois, the legal description of which real estate is set forth on Exhibit A.

"Final Plat" means a final plat of a portion of the Development Area which is in substantially similar form as Exhibit D attached hereto and incorporated by reference herein.

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

"Preliminary Plat" means a preliminary plat of the Development Area in substantially similar form as Exhibit E attached hereto and incorporated by reference herein.

"Site Plan" means a site plan of that portion of the Development Area which is further depicted on Exhibit C.

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;
- (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; and
- (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.

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ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City hereby makes certain representations and warranties to the Developer, as follows:

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

Section 2.1.2 Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder. And to the extent, if at all, anything to be done under this Agreement by the City is not in conformance with any rule, regulation, law or ordinance, the provisions of this Agreement shall control, it being the intention of the City to invoke its constitutional Home Rule powers and Article VII, Section 10 (Intergovernmental Cooperation) of the Illinois Constitution to support the provisions of this Agreement.

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

Section 2.1.4 No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any 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 other 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 Developer. The Developer makes the following representations and warranties to the City:

Section 2.2.1 Organization. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

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

Section 2.2.3 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Developer's board of directors. This Agreement is a legal, valid and binding agreement,

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obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, 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 the Developer is a party, or by which the Developer or any of its assets may be bound.

Section 2.2.5 Consents. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer.

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

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

ARTICLE III
CITY COVENANTS AND AGREEMENTS

Section 3.1 Zoning and Special Use Permit. The City agrees to consider amending the City's 1982 Comprehensive Plan and Official Zoning Map, and consider issuance of a special use permit sufficient to permit the Development in accordance with the Site Plan within the Development Area. Furthermore, it is understood and acknowledged that the Developer has submitted an application for rezoning a portion of the Development Area from R-3 Single and Two Family Residential and B-3 General Business to R-4 Medium Density Multiple Family Residential and that said amendments and special use permit will be processed concurrent to the review process of this Agreement.

Section 3.2 Goodwin Avenue. The City agrees to convey to the Owner, concurrently with the execution of this Agreement by the Mayor of the City, any and all interest the City has in and to the real estate further described on Exhibit F attached hereto and incorporated by reference herein for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City.

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Section 3.3 Enterprise Zone Benefits. In recognition of the fact that the Development Area is located within the Urbana Enterprise Zone, the City of Urbana agrees to assist the Developer to obtain all benefits to which the Developer is entitled and eligible to receive under the Urbana Enterprise Zone Program and the State of Illinois Enterprise Zone Act.

Section 3.4 Regional Stormwater Conveyance and Detention Facility. Provided construction of the Development has commenced on or before November 1, 1996, the City agrees to construct, or cause to be constructed, on or before July 31, 1997, a regional stormwater conveyance and detention facility as further detailed on Exhibit G attached hereto and incorporated by reference herein (the "Stormwater Facility"). The City agrees to not delay the issuance of any certificates of occupancy for improvements on the Development Area in the event the Stormwater Facility is not completed by July 31, 1997, so long as adequate temporary stormwater detention for the Development Area is provided by the Developer. All costs incurred by the Developer as a result of temporary stormwater detention being constructed on the Development Area on or after July 31, 1997 due to the Stormwater Facility not being completed shall constitute a credit against the Development Area's share of the cost of the Stormwater Facility. The City further agrees to allow the Development Area to detain all stormwater runoff from the Development Area, as developed, in the Stormwater Facility, provided the City is reimbursed for the Development Area's share of the Stormwater Facility, as further detailed on Exhibit H attached hereto and incorporated by reference herein. The City shall be reimbursed by the owner of any lot in the Development Area within sixty (60) days of the City issuing a certificate of occupancy for an improvement on the subject lot. The City agrees that said detention within the Stormwater Facility shall be deemed to satisfy all stormwater detention requirements imposed on the Development Area by Chapter 21 of the City Code of Ordinances entitled "The City of Urbana Subdivision and Land Development Code". For the purposes of this Section 3.4, "construction" shall include but not be limited to site grading upon the Development Area.

Section 3.5 Relocation of Utilities. The City agrees to make its best effort to cause overhead electric power lines located within that portion of the Development Area commonly known as Goodwin Avenue Extended to be relocated on or before December 31, 1996, by Illinois Power Company. To the extent that said relocation of Illinois Power Company's overhead electric power lines is required by the City's franchise agreement with Illinois Power Company, the City shall make its best effort to enforce said franchise agreement.

Section 3.6 Impact and Recapture Fees, Donations and Contributions. The City covenants to the Developer that there are currently no impact fees, donations or contributions ("Development Fees") due or payable as a result of the Development and the Developer shall not be liable for payment of any such Development Fees to the City or any third party in connection with the Development on the Development Area. In the event any future Development Fees shall be imposed upon the Development or the Development Area, the Development Fees shall be assessed on an equitable prorata basis with all other real property owners benefiting from the source of the Development Fees. Notwithstanding the foregoing, the City agrees neither the Development nor the Development Area shall be liable to the City or any third party for the cost of any current or future improvements to Lincoln Avenue in Urbana, Illinois.

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Section 3.7 Bus Stop Shelter. In the event the Developer constructs a bus stop shelter on the Development Area (the "Bus Stop Shelter"), the City shall use its best effort to cause the Champaign-Urbana Mass Transit District to pay the Developer an equitable portion of the costs associated with the Bus Stop Shelter.

Section 3.8 Final Plat, Preliminary Plat and Site Plan Approval. The City agrees to approve both the Preliminary Plat and Final Plat on or before August 19, 1996. The Parties acknowledge and agree both the Preliminary Plat and Final Plat may be the subject of such reasonable modifications as may be agreed upon by the Parties provided said modifications shall not be deemed to be an amendment to this Agreement. The City hereby further approves the Site Plan. This approval does not restrict the City Planning Director from approving subsequent reasonable modifications to the Site Plan, provided such modifications shall not be considered an amendment to this Agreement.

Section 3.9 Building Construction. The City will complete building plan review for any building to be constructed upon the Development Area within ten (10) working days of plan submission. The City will also provide building inspections for any building being constructed upon the Development Area within one (1) working day of a request to inspect.

Section 3.10 Signage. The City agrees to permit the signage further detailed on Exhibit I attached hereto and incorporated by reference herein to be erected upon the Development Area at the location further depicted on Exhibit C.

**ARTICLE IV
DEVELOPER'S COVENANTS AND AGREEMENTS**

Section 4.1 Ownership of Development Area. The Developer represents that it possesses the legal right to purchase the Development Area from the Owner.

Section 4.2 Development Schedule. The Developer represents that upon Developer's ownership of any portion of the Development Area, the Developer will immediately use its best efforts to begin construction of a shared living community upon a portion of the Development Area with the intent of providing residential units available for occupancy on or before September 1, 1997.

**ARTICLE V
OWNER COVENANTS AND AGREEMENTS**

Section 5.1 Goodwin Avenue Stormwater Conveyance System. The Owner agrees to convey to the City, concurrently with the execution of this Agreement by the Mayor of the City, any and all interest the Owner has in and to the real estate further described on Exhibit J attached hereto and incorporated by reference herein for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner.

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**ARTICLE VI
GENERAL PROVISIONS**

Section 6.1 Binding Agreement. The City and the Developer agree that neither party will take action nor omit to take action during the term of this Agreement, which act or omission as applied to the Development Area would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Developer and the City. The terms of this Agreement are hereby expressly made binding upon all grantees, lessees, assigns and successors in interest of the Developer as to all or any part of the Development Area and are further expressly made binding upon the City.

Section 6.2 Term. The term of this Agreement shall be for ten (10) years from the date the Mayor of the City signs this Agreement.

Section 6.3 Enforcement. The Owner, the Developer and the City agree and hereby stipulate that any party to this Agreement may by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel specific performance of this Agreement. Upon a breach of this Agreement by any party, the non-defaulting party seeking enforcement shall be reimbursed by the defaulting party for all costs and fees, including reasonable attorney fees, incurred by the non-defaulting party in enforcing the terms of this Agreement.

Section 6.4 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery 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):

CITY: City of Urbana
Attention: Chief Administrative Officer
400 South Vine Street
Urbana, Illinois 61801

DEVELOPER: Integroup, Inc.
Attention: David B. Owen
7077 Bonneval Road, Suite 450
Jacksonville, Florida 32216

DEVELOPER'S ATTORNEY: Meyer Capel Hirschfeld Muncy Jahn & Aldeen, PC.
Attention: Patrick T. Fitzgerald
306 West Church Street
Champaign, Illinois 61820

OWNERS
ATTORNEY:

David Thies
Webber & Thies
202 Lincoln Square
PO Box 189
Urbana, IL 61801

LT

Section 6.5 Covenant Running with the Land. This Agreement shall constitute a covenant running with the land for the term of this Agreement. The City and the Developer intend that this Agreement shall be recorded in the Recorder's Office of Champaign County, Illinois, with any expenses for said recording to be paid by the City.

Section 6.6 Severability. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

Section 6.7 Applicability. In the event the Developer does not acquire from the Owner at least twenty-five (25) acres of the Development Area by November 1, 1996, the provisions of this Agreement shall become null and void and the Parties shall be released from any and all obligations hereunder.

Section 6.8 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single document.

Section 6.9 Facsimile Signatures. The parties acknowledge that photocopies of this Agreement which have been executed by the parties hereto or their respective agents shall be binding upon the parties as if such photocopies were originals regardless of whether such photocopies of this Agreement have been delivered by personal service, regular mail, facsimile transmission or otherwise. Upon request from any party hereto, all other parties agree to execute an original of this Agreement upon presentation thereof if said document has previously been executed and delivered in photocopy form by personal delivery, facsimile transmission, regular mail or otherwise.

Section 6.10 Entire Contract and Amendments. This Agreement (together with the Exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 6.11 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the City, the Owner and the Developer have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

CITY:

City of Urbana

By:

Tod Satterthwaite

Tod Satterthwaite, Mayor

Attest:

Phyllis D. Clark

Phyllis D. Clark, City Clerk

Date:

August 15, 1996

DEVELOPER:

Integroup, Inc.
A Florida Corporation

By:

Its:

Attest: _____

Date:

OWNER:

Jenore Tawney
Jenore Tawney

Date:

August 2, 1996

IN WITNESS WHEREOF, the City, the Owner and the Developer have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

CITY:

City of Urbana

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

Attest: Phyllis D. Clark
Phyllis D. Clark, City Clerk

Date: August 15, 1996

DEVELOPER:

Integroup, Inc.
A Florida Corporation

By: [Signature]
R. F. Buckley
Its: PRÉSIDENT

Attest: R. Timothy Cromwell
R. Timothy Cromwell
Assistant Secretary
Date: August 5, 1996

OWNER:

Lenore Tawney

Date:

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public, in and for the County of Champaign, State of Illinois, do hereby certify that Tod Satterthwaite and _____, personally known to me to be the Mayor and Clerk of the City of Urbana, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of August, 1996.

"OFFICIAL SEAL"
Reed Allen E.
Notary Public, State of Illinois
My Commission Expires 01/01/97

[Signature]
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that LENORE TAWNEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the same instrument as her free and voluntary act, as trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of August, 1996.

Notary Public

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

I, the undersigned Notary Public, in and for the said County and State, do hereby certify that Ronald F. Buckley and B. Timothy Cromwell, personally known to me to be the PRESIDENT and ASSIST. SECRETARY of INTEGROUP, INC., a Florida corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of August, 1996.



KAREN M. PERDUE
Notary Public, State of Florida
My Comm. expires Sept. 19, 1999
Comm. No. CC 496662


Notary Public

EXHIBIT "F"

**LEGAL DESCRIPTION OF GOODWIN AVENUE PROPERTY
FROM BRADLEY AVENUE NORTHERLY TO F.A.I. ROUTE 74**

JULY 31, 1996

TRACT 4:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, SAID WEST LINE ALSO BEING THE CENTERLINE, AS EXTENDED, OF GOODWIN AVENUE, URBANA, ILLINOIS, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 TO THE SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74; THENCE WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74, A DISTANCE OF 60 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 30 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALL SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS.

EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 WITHIN THE RIGHT-OF-WAY OF BRADLEY AVENUE AS FILED FOR RECORD IN BOOK 1077 AT PAGE 448 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

THE ABOVE DESCRIBED NET TRACT CONTAINING 2.86 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.

EXHIBIT "G"

REGIONAL STORMWATER DETENTION FACILITY

JULY 31, 1996

THREE (3) ALTERNATIVES ARE PRESENTLY BEING CONSIDERED BY THE CITY OF URBANA FOR THE REGIONAL STORMWATER DETENTION FACILITY TO SERVE THE INTEGROUP, INC. SITE. THESE ARE SUMMARIZED BY THE ATTACHED EXHIBITS:

ALTERNATIVE 1 - INTERSTATE 74 RIGHT-OF-WAY BASIN SITE

ALTERNATIVE 2 - HAL COMMUNICATIONS TRACT BASIN SITE

ALTERNATIVE 3 - HENRY SPOZNIK TRACT BASIN SITE

EXHIBIT "H"

PRELIMINARY ALLOCATION OF REGIONAL STORMWATER DETENTION FACILITY EXPENSE

JULY 31, 1996

PRELIMINARY OPINIONS OF PROBABLE CONSTRUCTION COSTS HAVE BEEN PREPARED FOR THE THREE (3) ALTERNATIVE STORMWATER DETENTION FACILITY SITES BEING CONSIDERED.

PROJECT COSTS FOR THESE THREE (3) ALTERNATIVES HAVE BEEN PRELIMINARILY DISTRIBUTED ACROSS THE WATERSHED BEING SERVED ON THE BASIS OF THE VOLUME OF INCREASED STORMWATER EXPECTED TO BE CONTRIBUTED FROM EACH SITE. THE PRELIMINARY COST INFORMATION AVAILABLE AT THIS TIME IS ATTACHED AS FOLLOWS:

1. PROJECT COST DISTRIBUTION BY INCREASED RUNOFF METHOD (1 PAGE)
2. PRELIMINARY RUNOFF DISTRIBUTION FOR ALTERNATE 1 (1 PAGE)
3. PRELIMINARY RUNOFF DISTRIBUTION FOR ALTERNATE 2 (1 PAGE)
4. PRELIMINARY RUNOFF DISTRIBUTION FOR ALTERNATE 3 (1 PAGE)
5. ENGINEER'S PRELIMINARY OPINION OF PROBABLE COSTS FOR ALTERNATE 1 (3 PAGES)
6. ENGINEER'S PRELIMINARY OPINION OF PROBABLE COSTS FOR ALTERNATE 2 (5 PAGES)
7. ENGINEER'S PRELIMINARY OPINION OF PROBABLE COSTS FOR ALTERNATE 3 (5 PAGES)

PRELIMINARY DISTRIBUTION OF PROJECT COSTS USING INCREASED RUNOFF METHOD

ENGINEER'S PRELIMINARY	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3
COST ESTIMATES	I-74 R-O-W	(NO OPTIONS) HAL / Interim Basin	(NO OPTIONS) Northern Sapoznik
CONSTRUCTION	\$ 608,000	\$ 431,000	\$ 533,000
ENGINEERING DESIGN	\$ 61,000	\$ 35,000	\$ 43,000
CONSTRUCTION ENGINEERING	\$ 36,000	\$ 26,000	\$ 32,000
PERMITS ADMINISTRATION	\$ 5,000	\$ 5,000	\$ 5,000
LAND ACQUISITION	\$ -	\$ 112,000	\$ 156,000
TOTAL	\$ 710,000	\$ 609,000	\$ 769,000
WATERSHED TRACT	DISTRIBUTED COSTS		
Marathon Oil (2.8 acres)	\$ 36,210	\$ 31,374	\$ 37,681
Holiday Inn (6.6 acres)	\$ 82,360	\$ 71,463	\$ 84,590
NCTE (8.4 acres)	\$ 97,980	\$ 85,407	\$ 100,739
Tawney - Residential Phase 1 (20.9 acres)	\$ 124,250	\$ 107,485	\$ 127,654
Tawney - Residential Phase 2 (13.1 acres)	\$ 78,100	\$ 67,396	\$ 79,976
Tawney - Commercial (9.6 acres)	\$ 118,570	\$ 102,837	\$ 122,271
Sapoznik (11.7 acres)	\$ 58,930	\$ 79,128	\$ 99,970
Existing Residential (4.3 acres)	\$ 19,880	\$ 16,849	\$ 19,994
HAL Communications (6.7 acres)	\$ 93,720	\$ 47,061	\$ 96,125
North Goodwin Avenue (1.5 acres)	\$ -	\$ -	\$ -



PRELIMINARY RUNOFF DISTRIBUTION

NORTH GOODWIN AVENUE
REGIONAL STORMWATER
DETENTION BASIN

ALTERNATE NUMBER 1 - INTERSTATE 74 RIGHT-OF-WAY BASIN SITE

SUBWATERSHED	AREA	EXISTING RUNOFF (5-YR STORM) (inches)	ANTICIPATED RUNOFF (50-YR STORM) (inches)	INCREASE OF RUNOFF VOLUME (acre-in)	PERCENTAGE OF TOTAL RUNOFF INCREASE
Marathon Oil	2.81	3.042	5.243	6.18	5.1%
Holiday Inn	6.63	3.138	5.243	13.96	11.6%
NCTE	8.38	3.138	5.128	16.68	13.8%
Tawney - Residential Phase 1	20.93	3.138	4.142	21.03	17.5%
Tawney - Residential Phase 2	13.13	3.138	4.142	13.19	11.0%
Tawney - Commercial	9.58	3.138	5.243	20.17	16.7%
Sapoznik	4.77	3.138	5.243	10.05	8.3%
Existing Residential	4.29	4.355	5.128	3.32	2.8%
HAL Communications	6.68	2.855	5.243	15.95	13.2%
North Goodwin Avenue	1.46	4.142	3.934	0.00	0.0%
[TOTAL	78.66	30.42	52.43	120.52	100.0%



PRELIMINARY RUNOFF DISTRIBUTION

NORTH GOODWIN AVENUE
REGIONAL STORMWATER
DETENTION BASIN

ALTERNATE NUMBER 2 - HAL COMMUNICATIONS AND INTERIM BASIN SITE

SUBWATERSHED	AREA	EXISTING	ANTICIPATED	INCREASE	PERCENTAGE
		RUNOFF	RUNOFF	OF RUNOFF	OF TOTAL
		(5-YR STORM)	(50-YR STORM)	VOLUME	RUNOFF
	acres	inches	inches	acre-in	INCREASE
Marathon Oil	2.81	3.042	5.243	6.18	5.4%
Holiday Inn	6.63	3.138	5.243	13.96	12.3%
NCTE	8.38	3.138	5.128	16.68	14.7%
Tawney - Residential Phase 1	20.93	3.138	4.142	21.03	18.5%
Tawney - Residential Phase 2	13.13	3.138	4.142	13.19	11.6%
Tawney - Commercial	9.58	3.138	5.243	20.17	17.7%
Sapoznik	4.77	3.138	5.243	10.05	8.8%
Existing Residential	4.29	4.355	5.128	3.32	2.9%
HAL Communications	3.88	2.855	5.243	9.27	8.1%
HAL Comm. - Regional Basin	2.80	2.491	2.491	0.00	0.0%
North Goodwin Avenue	1.46	4.142	3.934	0.00	0.0%
TOTAL	78.66			113.84	100.0%



**PRELIMINARY
RUNOFF DISTRIBUTION**

NORTH GOODWIN AVENUE
REGIONAL STORMWATER
DETENTION BASIN

ALTERNATE NUMBER 3 - HENRY SAPOZNIK BASIN SITE

SUBWATERSHED	AREA (acres)	EXISTING RUNOFF (5-YR STORM) (inches)	ANTICIPATED RUNOFF (50-YR STORM) (inches)	INCREASE OF RUNOFF VOLUME (acre-in)	PERCENTAGE OF TOTAL RUNOFF INCREASE
Marathon Oil	2.81	3.042	5.243	6.18	4.9%
Holiday Inn	6.63	3.138	5.243	13.96	11.0%
NCTE	8.38	3.138	5.128	16.68	13.1%
Tawney - Residential Phase 1	20.93	3.138	4.142	21.03	16.6%
Tawney - Residential Phase 2	13.13	3.138	4.142	13.19	10.4%
Tawney - Commercial	9.58	3.138	5.243	20.17	15.9%
Sapoznik	7.83	3.138	5.243	16.48	13.0%
Sapoznik - Regional Basin	3.90	3.138	3.138	0.00	0.0%
Existing Residential	4.29	4.355	5.128	3.32	2.6%
HAL Communications	6.68	2.855	5.243	15.95	12.5%
North Goodwin Avenue	1.46	4.142	3.934	0.00	0.0%
TOTAL	85.62			126.96	100.0%





BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNS
EDWARD L. CLANCY
CHRISTOPHER BILLING

DONALD WAUTHIER
ELIZABETH TYLER

MICHAEL BERNS
DENNIS CUMMINS
MEG GRIFFIN
MARK JOHNSTON
SUSAN STOMBAUGH
CHAD WALLACE

August 1, 1996

**ENGINEER'S PRELIMINARY OPINION
OF PROBABLE COSTS FOR
NORTH GOODWIN AVENUE REGIONAL
STORMWATER DETENTION BASIN
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS**

ALTERNATE NUMBER 1

INTERSTATE 74 RIGHT-OF-WAY BASIN SITE

- 1. EXCAVATION OF STORMWATER DETENTION BASIN AND
OFF-SITE HAULING OF EXCAVATED MATERIAL
51,000 CUBIC YARDS @ \$8 PER CUBIC YARD \$408,000

- 2. FERTILIZING, SEEDING AND MULCHING FOR STORMWATER
DETENTION BASIN AND DISTURBED AREAS
6.9 ACRES @ \$2,500 PER ACRE \$ 17,250

- 3. 36-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR DETENTION BASIN OUTLET
100 LINEAL FEET @ \$45 PER LINEAL FOOT \$ 4,500

- 4. 48-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR CONNECTION TO NORTHWEST DIVERSION BOX
300 LINEAL FEET @ \$70 PER LINEAL FOOT \$ 21,000

- 5. 54-INCH DIAMETER CONCRETE STORM SEWER PIPE
CULVERTS UNDER KENYON ROAD
200 LINEAL FEET @ \$85 PER LINEAL FOOT \$ 17,000

- 6. 36-INCH DIAMETER CONCRETE FLARED END SECTION
WITH GRATE FOR DETENTION BASIN OUTLET
2 @ \$650 EACH \$ 1,300

7.	48-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR CONNECTION TO NORTHWEST STORMWATER DIVERSION STRUCTURE 1 @ \$900 EACH	\$ 900
8.	54-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR CULVERTS UNDER KENYON ROAD 4 @ \$1,100 EACH	\$ 4,400
9.	6-INCH DIAMETER TILE UNDERDRAWN INCLUDING AGGREGATE TRENCH BACKFILL AND FILTER SOCK FOR "DRY" DETENTION BASIN 3,900 LINEAL FEET @ \$10 PER LINEAL FOOT	\$ 39,000
10.	24-INCH DIAMETER INLET WITH FRAME AND GRATE FOR TILE UNDERDRAIN SYSTEM IN DETENTION BASIN 9 EACH @ \$575	\$ 5,175
11.	PAVEMENT REMOVAL - KENYON ROAD FOR CULVERT CONSTRUCTION 50 SQUARE YARDS @ \$6 PER SQUARE YARD	\$ 300
12.	PORTLAND CEMENT CONCRETE PAVEMENT FOR REPLACING PAVEMENT REMOVED FROM KENYON ROAD 50 SQUARE YARDS @ \$30 PER SQUARE YARD	\$ 1,500
13.	PUMP STATION (450 G.P.M.) TO BE CONNECTED TO INTERIM PUMP STATION 1 @ \$20,000	\$ 20,000
14.	6-FOOT DIAMETER WET WELL FOR PROPOSED PUMP STATION 1 @ \$6,000	\$ 6,000
15.	ELECTRICAL CONNECTION FOR PROPOSED PUMP STATION TO INTERIM PUMP STATION ELECTRICAL SYSTEM 1 @ \$2,000	\$ 2,000
16.	TRAFFIC CONTROL 1 LUMP SUM	\$ 2,000

17. EROSION CONTROL
1 LUMP SUM \$ 2,000

ENGINEER'S PRELIMINARY OPINION OF
PROBABLE ITEMIZED CONSTRUCTION COSTS \$552,325

CONTINGENCY \$ 55,675

ENGINEER'S PRELIMINARY OPINION OF
PROBABLE TOTAL CONSTRUCTION COSTS \$608,000

ENGINEERING DESIGN COSTS (10%±) \$ 61,000

CONSTRUCTION ENGINEERING COSTS (6%±) \$ 36,000

ADMINISTRATIVE COSTS \$ 5,000

LAND ACQUISITION COSTS (STATE RIGHT-OF-WAY DONATED) \$ 0

ENGINEER'S PRELIMINARY OPINION OF TOTAL PROJECT COSTS
FOR THE NORTH GOODWIN AVENUE REGIONAL STORMWATER
DETENTION BASIN - ALTERNATE NUMBER 1,
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS \$710,000





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CHAD WALLACE

August 1, 1996

**ENGINEER'S PRELIMINARY OPINION
OF PROBABLE COSTS FOR
NORTH GOODWIN AVENUE REGIONAL
STORMWATER DETENTION BASIN
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS**

ALTERNATE NUMBER 2

HAL COMMUNICATIONS AND INTERIM BASIN SITE

- 1. EXCAVATION OF STORMWATER DETENTION BASIN AND
OFF-SITE HAULING OF EXCAVATED MATERIAL
25,000 CUBIC YARDS @ \$8 PER CUBIC YARD \$200,000

- 2. FERTILIZING, SEEDING AND MULCHING FOR STORMWATER
DETENTION BASIN AND DISTURBED AREAS
6.3 ACRES @ \$2,500 PER ACRE \$ 15,750

- 3. 36-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR DETENTION BASIN OUTLET
1,050 LINEAL FEET @ \$45 PER LINEAL FOOT \$ 47,250

- 4. 48-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR CONNECTION TO NORTHWEST DIVERSION BOX
1,020 LINEAL FEET @ \$70 PER LINEAL FOOT \$ 71,400

- 5. 36-INCH DIAMETER CONCRETE FLARED END SECTION
WITH GRATE FOR DETENTION BASIN OUTLET
1 @ \$650 EACH \$ 650

6.	60-INCH DIAMETER TYPE A MANHOLE FOR STORM SEWER LINE CONNECTING DETENTION BASIN TO NORTHWEST STORMWATER DIVERSION STRUCTURE 5 @ \$1,850 EACH	\$ 9,250
7.	6-INCH DIAMETER TILE UNDERDRAIN FOR "DRY" DETENTION BASIN INCLUDING AGGREGATE TRENCH BACKFILL AND FILTER SOCK 1,300 LINEAL FEET @ \$10 PER LINEAL FOOT	\$ 13,000
8.	24-INCH DIAMETER INLET WITH FRAME AND GRATE FOR TILE UNDERDRAIN SYSTEM IN DETENTION BASIN 6 EACH @ \$575	\$ 3,450
9.	PUMP STATION (450 G.P.M.) TO BE CONNECTED TO INTERIM PUMP STATION 1 @ \$20,000	\$ 20,000
10.	6-FOOT DIAMETER WET WELL FOR PROPOSED PUMP STATION 1 @ \$6,000	\$ 6,000
11.	ELECTRICAL CONNECTION FOR PROPOSED PUMP STATION TO INTERIM PUMP STATION 1 @ \$2,000	\$ 2,000
12.	TRAFFIC CONTROL 1 LUMP SUM	\$ 1,000
13.	EROSION CONTROL 1 LUMP SUM	<u>\$ 2,000</u>

**ENGINEER'S PRELIMINARY OPINION OF
 PROBABLE ITEMIZED CONSTRUCTION COSTS \$391,750**

CONTINGENCY \$ 39,250

**ENGINEER'S PRELIMINARY OPINION OF
 PROBABLE TOTAL CONSTRUCTION COSTS \$431,000**

ENGINEERING DESIGN COSTS (8%±)	\$ 35,000
CONSTRUCTION ADMINISTRATION COSTS (6%±)	\$ 26,000
ADMINISTRATIVE COSTS	\$ 5,000
LAND ACQUISITION COSTS 2.8 ACRES @ \$40,000 PER ACRE	<u>\$112,000</u>

**ENGINEER'S PRELIMINARY OPINION OF TOTAL PROJECT COSTS
FOR THE NORTH GOODWIN AVENUE REGIONAL STORMWATER
DETENTION BASIN - ALTERNATE NUMBER 2,
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS \$609,000**

WET BASIN OPTION

ADD:

14. ADDITIONAL EXCAVATION FOR WET BASIN AND
OFF-SITE HAULING OF EXCAVATED MATERIAL
19,000 CUBIC YARDS @ \$8 PER CUBIC YARD \$152,000

SUBTRACT:

15. FERTILIZING / SEEDING / MULCHING NOT NEEDED FOR
STORMWATER DETENTION BASIN AREA COVERED BY
PERMANENT POOL OF "WET" DETENTION BASIN
2.6 ACRES @ \$2,500 PER ACRE \$ -6,500

16. 6-INCH DIAMETER TILE UNDERDRAINS INCLUDING
AGGREGATE TRENCH BACKFILL AND FILTER SOCK
NOT NEEDED FOR "WET" DETENTION BASIN
1,300 LINEAL FEET @ \$10 PER LINEAL FOOT \$-13,000

17. 24-INCH DIAMETER INLET WITH FRAME AND GRATE FOR
TILE UNDERDRAIN SYSTEM NOT NEEDED FOR "WET"
DETENTION BASIN
6 @ \$575 \$ -3,450

18.	PUMP STATION (450 G.P.M.) TO BE CONNECTED TO INTERIM PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$20,000	\$-20,000
19.	6-FOOT DIAMETER WET WELL FOR PROPOSED PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$6,000	\$ -6,000
20.	ELECTRICAL CONNECTION FOR PROPOSED PUMP STATION TO INTERIM PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$2,000	<u>\$ -2,000</u>
	NET <u>ADDITIONAL</u> ITEMIZED COST FOR "WET" BASIN OPTION	\$101,050
	CONTINGENCY	<u>\$ 9,950</u>
	ENGINEER'S PRELIMINARY OPINION OF NET <u>ADDITIONAL</u> COST FOR "WET" BASIN OPTION	\$111,000

SURFACE DITCH OUTLET OPTION

ADD:

21.	ADDITIONAL EXCAVATION FOR SURFACE DITCH AND OFF-SITE HAULING OF EXCAVATED MATERIAL 20,000 CUBIC YARDS @ \$8 PER CUBIC YARD	\$160,000
22.	36-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR DETENTION BASIN OUTLET 1 @ \$650	\$ 650
23.	48-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR CONNECTION TO NORTHWEST STORMWATER DIVERSION STRUCTURE 1 @ \$900 EACH	\$ 900
24.	ADDITIONAL LAND ACQUISITION FOR SURFACE DITCH 65 FEET WIDE BY 2,060 FEET LONG 3.1 ACRES @ \$40,000 PER ACRE	\$124,000



SUBTRACT:

25.	36-INCH DIAMETER CONCRETE STORM SEWER PIPE FOR DETENTION BASIN OUTLET NOT NEEDED FOR SURFACE DITCH OUTLET 975 LINEAL FEET @ \$45 PER LINEAL FOOT	\$-43,875
26.	48-INCH DIAMETER CONCRETE STORM SEWER PIPE FOR DETENTION BASIN OUTLET NOT NEEDED FOR SURFACE DITCH OUTLET 970 LINEAL FEET @ \$70 PER LINEAL FOOT	\$-67,900
27.	60-INCH DIAMETER TYPE A MANHOLE FOR STORM SEWER LINE CONNECTING DETENTION BASIN TO NORTHWEST STORMWATER DIVERSION STRUCTURE NOT NEEDED FOR SURFACE DITCH OUTLET 4 @ \$1,850 EACH	\$ -7,400
	NET <u>ADDITIONAL</u> ITEMIZED COST FOR SURFACE DITCH OUTLET OPTION	\$166,375
	CONTINGENCY	\$ <u>16,625</u>
	ENGINEER'S PRELIMINARY OPINION OF NET <u>ADDITIONAL</u> COST FOR SURFACE DITCH OUTLET OPTION	\$183,000





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CHAD WALLACE

August 1, 1996

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COSTS FOR NORTH GOODWIN AVENUE REGIONAL STORMWATER DETENTION BASIN CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

ALTERNATE NUMBER 3

NORTHERN PORTION OF SAPOZNIK TRACT BASIN SITE

1. EXCAVATION OF STORMWATER DETENTION BASIN AND
OFF-SITE HAULING OF EXCAVATED MATERIAL
34,000 CUBIC YARDS @ \$8 PER CUBIC YARD \$272,000

2. FERTILIZING, SEEDING AND MULCHING FOR STORMWATER
DETENTION BASIN AND DISTURBED AREAS
5.3 ACRES @ \$2,500 PER ACRE \$ 13,250

3. 36-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR DETENTION BASIN OUTLET
75 LINEAL FEET @ \$45 PER LINEAL FOOT \$ 3,375

4. 42-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR CONNECTION TO NORTHWEST STORMWATER DIVERSION STRUCTURE
1,020 LINEAL FEET @ \$65 PER LINEAL FOOT \$ 66,300

5. 48-INCH DIAMETER CONCRETE STORM SEWER PIPE
FOR INFLOW TO DETENTION BASIN FROM GOODWIN AVENUE
650 LINEAL FEET @ \$85 PER LINEAL FOOT \$55,250

6. 36-INCH DIAMETER CONCRETE FLARED END SECTION
WITH GRATE FOR DETENTION BASIN OUTLET
1 @ \$1,200 EACH. \$ 1,200

7. 48-INCH DIAMETER CONCRETE FLARED END SECTION
WITH GRATE FOR DETENTION BASIN INLET PIPE
2 @ \$1,600 EACH. \$ 3,200

- 8. 6-INCH DIAMETER TILE UNDERDRAIN INCLUDING
AGGREGATE TRENCH BACKFILL AND FILTER SOCK
FOR "DRY" DETENTION BASIN
2,150 LINEAL FEET @ \$10 PER LINEAL FOOT \$ 21,500

- 9. 24-INCH DIAMETER INLET WITH FRAME AND GRATE FOR
TILE UNDERDRAIN SYSTEM IN DETENTION BASIN
6 EACH @ \$575 EACH. \$ 3,450

- 10. 60-INCH DIAMETER TYPE A MANHOLE FOR STORM
SEWER LINE CONNECTING DETENTION BASIN AND
NORTHWEST STORMWATER DIVERSION STRUCTURE
3 EACH @ \$1,850 \$ 5,550

- 11. 72-INCH DIAMETER TYPE A MANHOLE
FOR DETENTION BASIN INLET PIPE
2 EACH @ \$2,400 EACH. \$ 4,800

- 12. RELOCATION OF INTERIM PUMP STATION FROM GOODWIN
AVENUE TO NORTHWEST CORNER OF SAPOZNIK TRACT
1 LUMP SUM \$ 1,000

- 13. PUMP STATION (450 G.P.M.) TO BE CONNECTED TO
RELOCATED INTERIM PUMP STATION
1 @ \$20,000 \$ 20,000

- 14. 6-FOOT DIAMETER WET WELL FOR PROPOSED PUMP STATION
1 @ \$6,000 \$ 6,000

- 15. ELECTRICAL CONNECTION FOR RELOCATED INTERIM
PUMP STATION AND PROPOSED PUMP STATION
1 @ \$5,000 \$ 5,000

- 16. TRAFFIC CONTROL
1 LUMP SUM \$ 1,000

- 17. EROSION CONTROL
1 LUMP SUM \$ 2,000

**ENGINEER'S PRELIMINARY OPINION OF
PROBABLE ITEMIZED CONSTRUCTION COSTS \$484,875**

CONTINGENCY	\$ <u>48,125</u>
 ENGINEER'S PRELIMINARY OPINION OF PROBABLE TOTAL CONSTRUCTION COSTS	
	\$533,000
 ENGINEERING DESIGN COSTS (8%±)	
	\$ 43,000
 CONSTRUCTION ADMINISTRATION COSTS (6%±)	
	\$ 32,000
 ADMINISTRATIVE COSTS	
	\$ 5,000
 LAND ACQUISITION COSTS 3.9 ACRES @ \$40,000 PER ACRE	
	<u>\$156,000</u>
 ENGINEER'S PRELIMINARY OPINION OF TOTAL PROJECT COSTS FOR THE NORTH GOODWIN AVENUE REGIONAL STORMWATER DETENTION BASIN - ALTERNATE NUMBER 3, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS	
	\$769,000

WET BASIN OPTION

ADD:

18. ADDITIONAL EXCAVATION FOR WET BASIN AND OFF-SITE HAULING OF EXCAVATED MATERIAL 20,000 CUBIC YARDS @ \$8 PER CUBIC YARD	\$160,000
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SUBTRACT:

19. FERTILIZING / SEEDING / MULCHING NOT NEEDED FOR STORMWATER DETENTION BASIN AREA COVERED BY PERMANENT POOL OF "WET DETENTION BASIN 2.8 ACRES @ \$2,500 PER ACRE	\$ -7,000
20. 6-INCH DIAMETER TILE UNDERDRAINS INCLUDING AGGREGATE TRENCH BACKFILL AND FILTER SOCK NOT NEEDED FOR "WET" DETENTION BASIN 2,150 LINEAL FEET @ \$10 PER LINEAL FOOT	\$-21,500

21.	24-INCH DIAMETER INLET WITH FRAME AND GRATE FOR TILE UNDERDRAIN SYSTEM NOT NEEDED FOR "WET" DETENTION BASIN 6 @ \$575	\$ -3,450
22.	RELOCATION OF INTERIM PUMP STATION FROM GOODWIN AVENUE TO NORTHWEST CORNER OF SAPOZNIK TRACT NOT NEEDED FOR "WET" DETENTION BASIN 1 LUMP SUM	\$ -1,000
23.	PUMP STATION (450 G.P.M.) TO BE CONNECTED TO RELOCATED INTERIM PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$20,000	\$-20,000
24.	6-FOOT DIAMETER WET WELL FOR PROPOSED PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$6,000	\$ -6,000
25.	ELECTRICAL CONNECTION FOR RELOCATED INTERIM PUMP STATION AND PROPOSED PUMP STATION NOT NEEDED FOR "WET" DETENTION BASIN 1 @ \$5,000	\$ -5,000
	NET <u>ADDITIONAL</u> ITEMIZED COST FOR "WET" BASIN OPTION	\$96,050
	CONTINGENCY	\$ 9,950
	ENGINEER'S PRELIMINARY OPINION OF NET <u>ADDITIONAL</u> COST FOR "WET" BASIN OPTION	\$106,000

SURFACE DITCH OUTLET OPTION

ADD:

26.	ADDITIONAL EXCAVATION FOR SURFACE DITCH AND OFF-SITE HAULING OF EXCAVATED MATERIAL 10,000 CUBIC YARDS @ \$8 PER CUBIC YARD	\$ 80,000
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27.	48-INCH DIAMETER R.C.S.P. FOR CONNECTION TO NORTHWEST STORMWATER DIVERSION STRUCTURE 50 LINEAL FEET @ \$85 PER LINEAL FOOT	\$ 4,250
28.	36-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR DETENTION BASIN OUTLET 1 @ \$1,200	\$ 1,200
29.	48-INCH DIAMETER CONCRETE FLARED END SECTION WITH GRATE FOR CONNECTION TO NORTHWEST STORMWATER DIVERSION STRUCTURE 1 @ \$1,600 EACH	\$ 1,600
30.	ADDITIONAL LAND ACQUISITION FOR SURFACE DITCH 65 FEET WIDE BY 1,020 FEET LONG 1.5 ACRES @ \$40,000 PER ACRE	\$ 60,000
 SUBTRACT:		
31.	42-INCH DIAMETER CONCRETE STORM SEWER PIPE FOR DETENTION BASIN OUTLET NOT NEEDED FOR SURFACE DITCH OUTLET 1,020 LINEAL FEET @ \$65 PER LINEAL FOOT	\$-66,300
32.	60-INCH DIAMETER TYPE A MANHOLE FOR STORM SEWER LINE CONNECTING DETENTION BASIN TO NORTHWEST STORMWATER DIVERSION STRUCTURE NOT NEEDED FOR SURFACE DITCH OUTLET 2 @ \$1,850 EACH	<u>\$ -3,700</u>
 NET <u>ADDITIONAL</u> ITEMIZED COST FOR SURFACE DITCH OUTLET OPTION		 \$ 77,050
 CONTINGENCY		 <u>\$ 7,950</u>
 ENGINEER'S PRELIMINARY OPINION OF NET <u>ADDITIONAL</u> COST FOR SURFACE DITCH OUTLET OPTION		 \$ 85,000

EXHIBIT "J"

**LEGAL DESCRIPTION OF PORTION OF GOODWIN AVENUE PROPERTY
TO BE CONVEYED TO THE CITY OF URBANA**

JULY 31, 1996

TRACT 4:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, SAID WEST LINE ALSO BEING THE CENTERLINE, AS EXTENDED, OF GOODWIN AVENUE, URBANA, ILLINOIS, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 TO THE SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74; THENCE WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF F. A. I. 74, A DISTANCE OF 60 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 30 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALL SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS.

EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 LYING SOUTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AS FILED FOR RECORD IN BOOK "905" AT PAGE 578 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS:

THE ABOVE DESCRIBED NET TRACT CONTAINING 1.20 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.

IN WITNESS WHEREOF, the City, the Owner and the Developer have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

CITY:

City of Urbana

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

Attest: Phyllis D. Clark
Phyllis D. Clark, City Clerk

Date: August 15, 1996

DEVELOPER:

Integroup, Inc.
A Florida Corporation

By: _____

Its: _____

Attest: _____

Date: _____

OWNER:

Jessie Tawney
Jessie Tawney

Date: AUGUST 2, 1996



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning and Economic Development Division

m e m o r a n d u m

TO: Phyllis Clark, City Clerk

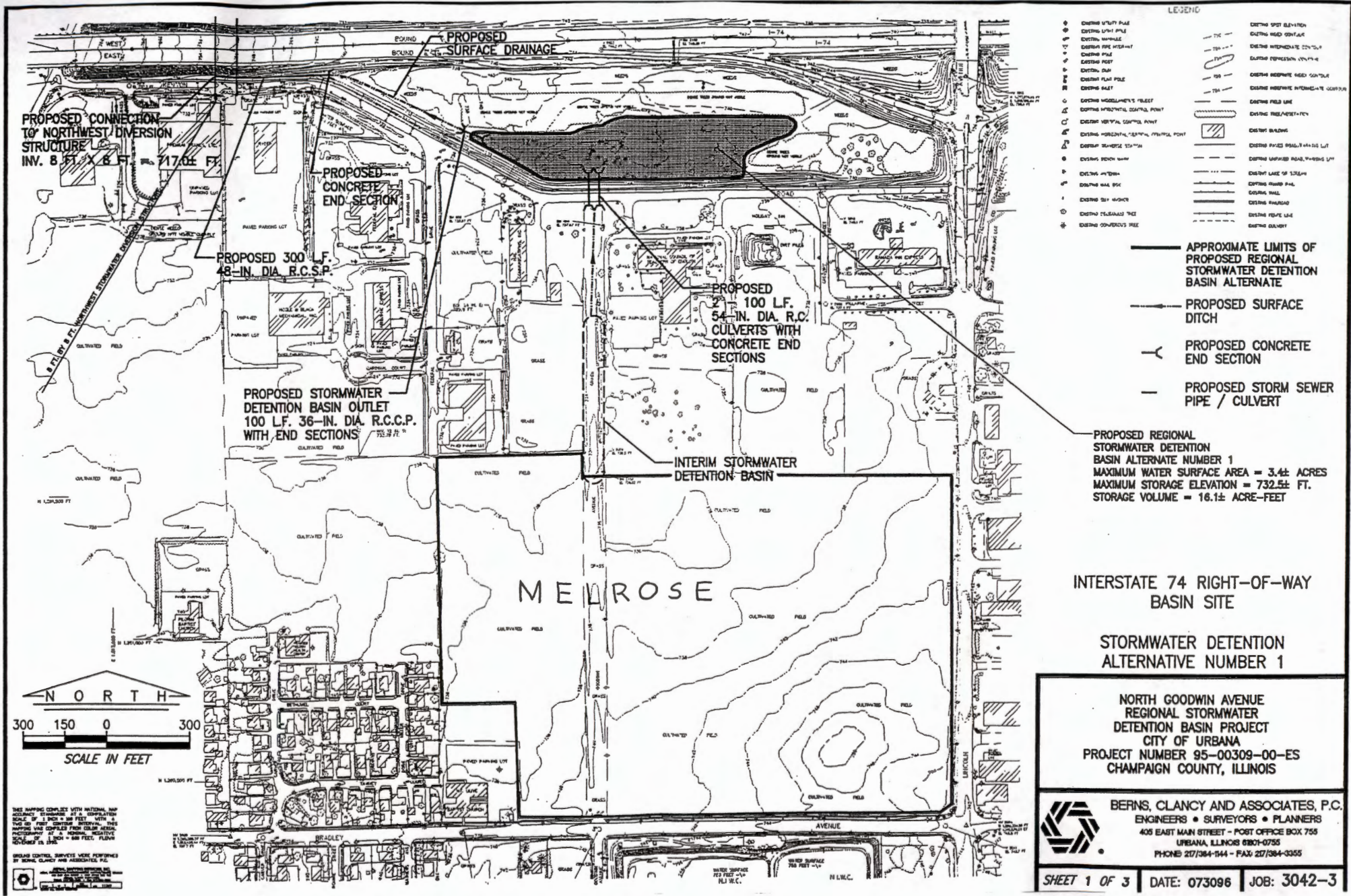
FROM: Reed Berger, Economic Development Coordinator

DATE: August 21, 1996

SUBJECT: Intergroup Development Agreement

Please find enclosed one of three original fully executed development agreements between the City and Integroup, Inc. (Melrose Apartments @ Lincoln and Bradley) for filing with the appropriate ordinance in your office.

I have delivered one original to David Owen, Vice President of Integroup and the last remaining original to Jack Waaler who will deliver to David Theis, attorney representing Lenore Tawney.



LEGEND

○	EXISTING UTILITY POLE	---	EXISTING SPOT ELEVATION
○	EXISTING LIGHT POLE	---	EXISTING GRID COORDINATE
○	EXISTING MANHOLE	---	EXISTING INTERMEDIATE ELEVATION
○	EXISTING PIPE INTERSECT	---	EXISTING EMBANKMENT ELEVATION
○	EXISTING POLE	---	EXISTING RESERVE ELEVATION
○	EXISTING POST	---	EXISTING INTERMEDIATE COORDINATE
○	EXISTING SIGN	---	EXISTING FIELD LINE
○	EXISTING FLAG POLE	---	EXISTING PRELIMINARY
○	EXISTING BAY	---	EXISTING BUILDING
○	EXISTING HOODLUMBER'S BLEED	---	EXISTING PAVED DRIVEWAY
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING PAVED ROADWAY
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING LAKE OR STREAM
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING MAIL BOX
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING MAIL STOP
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING WALL
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING ROADWAY
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING FIELD LINE
○	EXISTING HOODLUMBER'S CONTROL POINT	---	EXISTING GULLY

- APPROXIMATE LIMITS OF PROPOSED REGIONAL STORMWATER DETENTION BASIN ALTERNATE
- PROPOSED SURFACE DITCH
- PROPOSED CONCRETE END SECTION
- PROPOSED STORM SEWER PIPE / CULVERT

PROPOSED REGIONAL STORMWATER DETENTION BASIN ALTERNATE NUMBER 1
 MAXIMUM WATER SURFACE AREA = 3.4± ACRES
 MAXIMUM STORAGE ELEVATION = 732.5± FT.
 STORAGE VOLUME = 16.1± ACRE- FEET

INTERSTATE 74 RIGHT-OF-WAY
 BASIN SITE

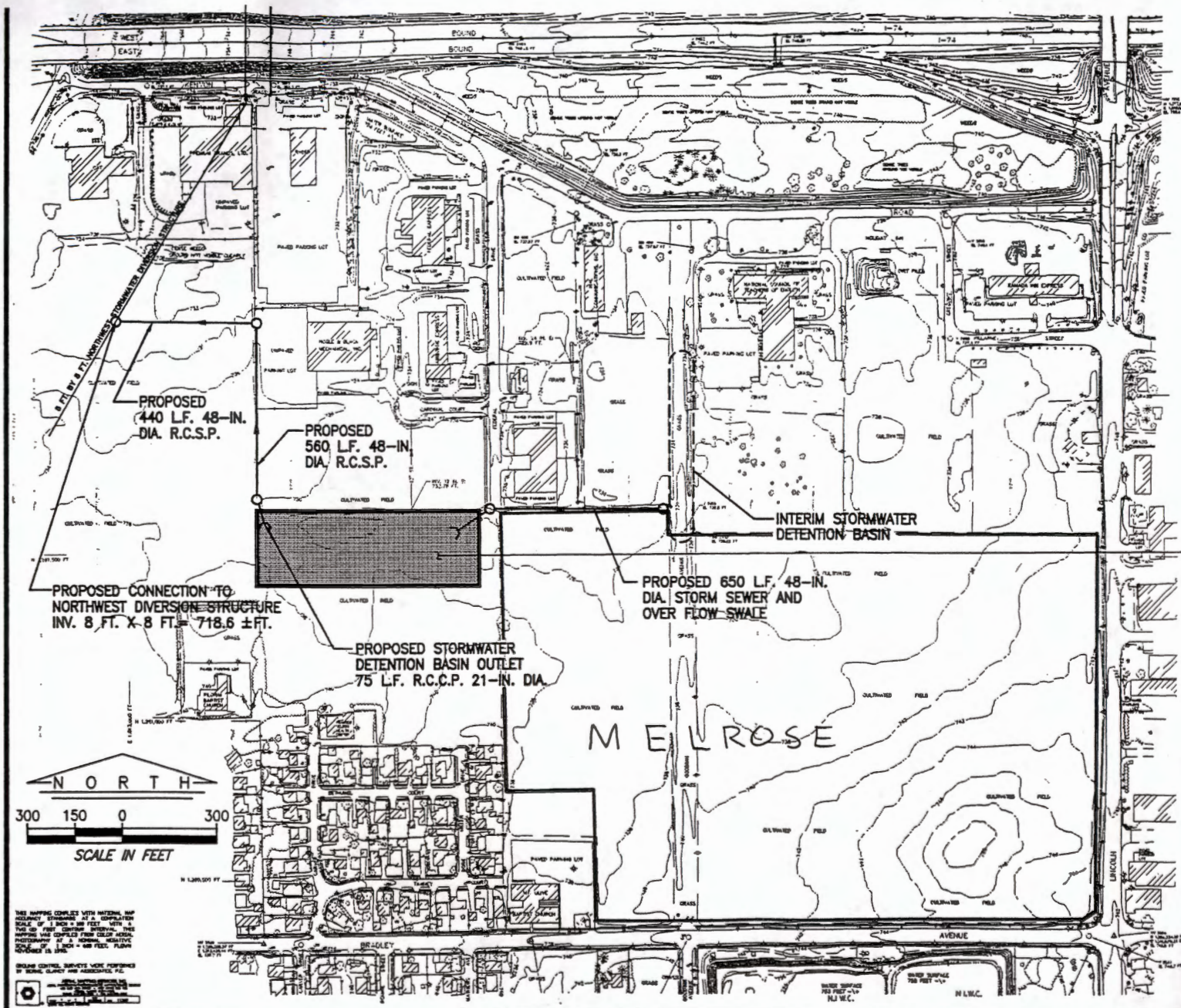
STORMWATER DETENTION
 ALTERNATIVE NUMBER 1

NORTH GOODWIN AVENUE
 REGIONAL STORMWATER
 DETENTION BASIN PROJECT
 CITY OF URBANA
 PROJECT NUMBER 95-00309-00-ES
 CHAMPAIGN COUNTY, ILLINOIS

BERNS, CLANCY AND ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET - POST OFFICE BOX 755
 URBANA, ILLINOIS 61801-0755
 PHONE 217/384-1444 - FAX 217/384-3355

THIS MAPPING COMPLIES WITH NATIONAL MAP ACTUACY STANDARDS AT A REPRESENTATIVE SCALE OF 1 INCH = 80 FEET. WITHIN THIS MAP OR FIRST CONTIGUOUS REVISION, THIS MAPPING HAS BEEN DERIVED FROM EITHER AERIAL PHOTOGRAPHY AT A REPRESENTATIVE SCALE OF 1 INCH = 80 FEET. PLANNING REVISIONS IS 1995.

BOUNDARY CONTROL SERVICES WERE PERFORMED BY BERNS, CLANCY AND ASSOCIATES, P.C.



LEGEND

○ DETOUR UTILITY PILE	○ DETOUR SPOT ELEVATION
○ DETOUR WAREHOUSE	○ DETOUR HIGH OFFSHORE
○ DETOUR FIVE HIGHWAY	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR PILE	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR POST	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR SIGN	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR PLANT PILE	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR BUILT	○ DETOUR INTERMEDIATE CONTROL
○ DETOUR WOODSHEDS "BUILT"	○ DETOUR PILE LINE
○ DETOUR OPERATIONAL CONTROL POINT	○ DETOUR HIGHWAY/AVENUE
○ DETOUR OPERATIONAL CONTROL POINT	○ DETOUR BUILDING
○ DETOUR SERVICE CONTROL POINT	○ DETOUR PAVED PARKING LOT
○ DETOUR SERVICE CONTROL POINT	○ DETOUR UNPAVED PARKING LOT
○ DETOUR SERVICE CONTROL POINT	○ DETOUR LAKE OR STREAM
○ DETOUR SERVICE CONTROL POINT	○ DETOUR ROAD PAV.
○ DETOUR SERVICE CONTROL POINT	○ DETOUR RAIL
○ DETOUR SERVICE CONTROL POINT	○ DETOUR RAILROAD
○ DETOUR SERVICE CONTROL POINT	○ DETOUR FENCE LINE
○ DETOUR SERVICE CONTROL POINT	○ DETOUR GABLET

- APPROXIMATE LIMITS OF PROPOSED REGIONAL STORMWATER DETENTION BASIN ALTERNATE
- PROPOSED SURFACE DITCH
- PROPOSED CONCRETE END SECTION
- PROPOSED STORM SEWER PIPE / CULVERT
- PROPOSED STORM SEWER MANHOLE

PROPOSED REGIONAL STORMWATER DETENTION BASIN ALTERNATE NUMBER 3
 MAXIMUM SURFACE AREA = 3.7 ± ACRES
 STORAGE VOLUME = 17.4 ± ACRE-Feet
 MAXIMUM STORAGE ELEVATION = 735.5 ± FT.

HENRY SAPOZNIK
 BASIN SITE
 STORMWATER DETENTION
 ALTERNATIVE NUMBER 3

NORTH GOODWIN AVENUE
 REGIONAL STORMWATER
 DETENTION BASIN PROJECT
 CITY OF URBANA
 PROJECT NUMBER 95-00309-00-ES
 CHAMPAIGN COUNTY, ILLINOIS

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 URBANA, ILLINOIS 62901-0755
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THIS MAPPING COMPLETED WITH INTERIM SURVEY DATA...
 BOUNDARY CONTROL SURVEYS WERE PERFORMED BY BERNIS, CLANCY AND ASSOCIATES, P.C.



LEGEND

- 30-INCH LONG, 1/2-INCH DIAMETER IRON PIPE SURVEY MONUMENT SET WITH ALUMINUM CAP STAMPED "LS 2008-2207"
- IRON PIPE/PIN SURVEY MONUMENT FOUND
- CONCRETE SURVEY MONUMENT FOUND
- CONCRETE SURVEY MONUMENT/30-INCH LONG, 1/2-INCH DIAMETER IRON PIPE SURVEY MONUMENT SET WITH ALUMINUM CAP STAMPED "LS 2008-2207"
- x CHISELED "X" SET
- BRASS TABLET SURVEY MONUMENT FOUND
- () RECORD MEASUREMENT AND/OR DATA
- ⊥ DENOTES 90 DEGREE ANGLE
- DATING UTILITY EASEMENT LINE
- PROPOSED UNDERGROUND UTILITY EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- ⊕ EXISTING CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ACCESS CONTROL

SIGNED AND SEALED AUGUST 1, 1996

THOMAS B. BERNIS, P.E., L.S., PRESIDENT
 BERNIS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2008
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE OF LICENSE EXPIRATION: NOVEMBER 30, 1996



EXHIBIT D

**MELROSE OF URBANA
 FIRST SUBDIVISION
 URBANA, CHAMPAIGN COUNTY, ILLINOIS**



BERNIS, CLANCY AND ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS • PLANNERS
 408 EAST MAIN STREET - POST OFFICE BOX 755
 URBANA, ILLINOIS 62901-0755
 PHONE: 217/284-1444 - FAX: 217/284-3335

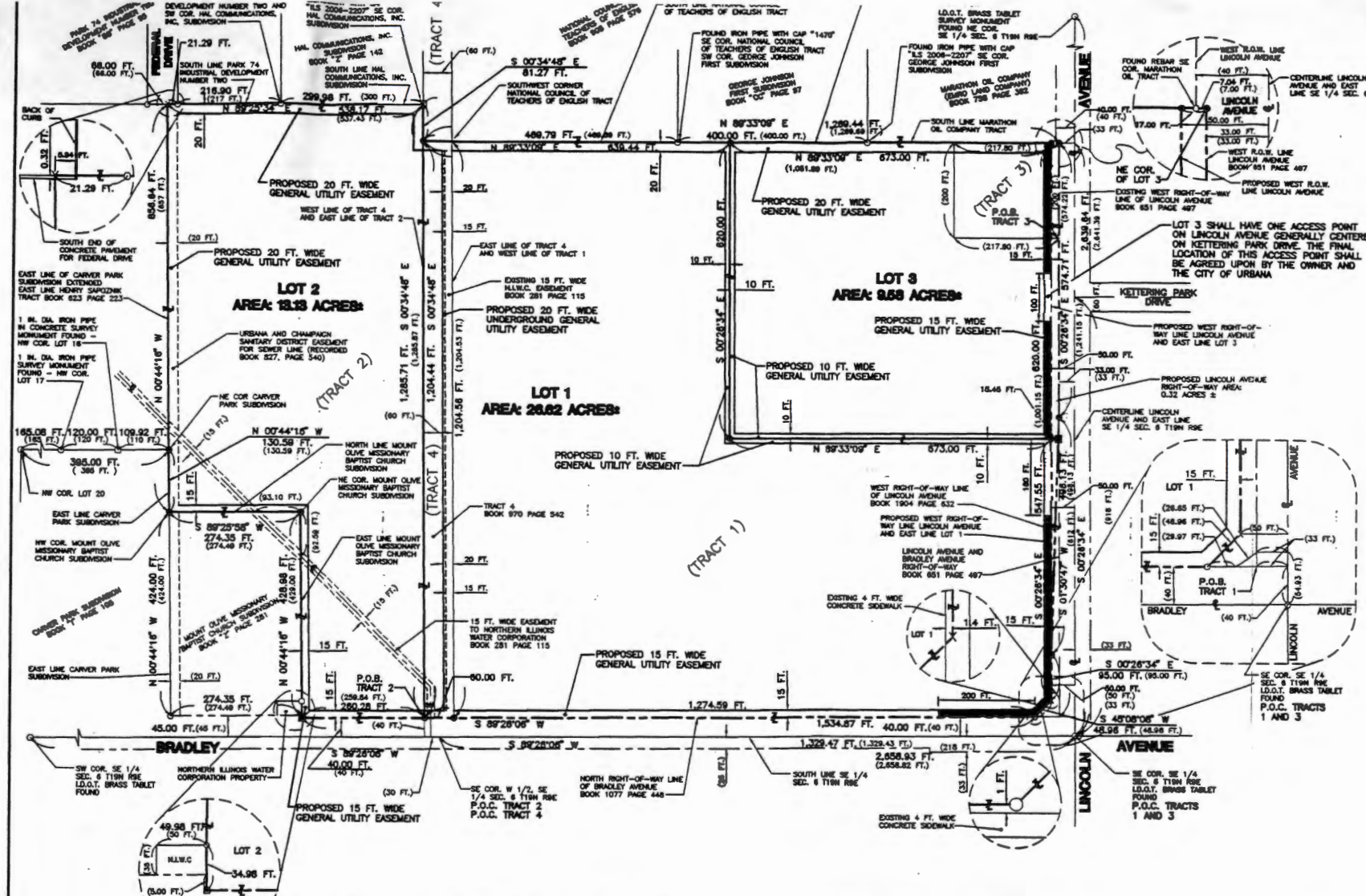
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE SURFACE OF SURFACE WATERS WILL NOT BE CHANGED BY THE DEVELOPMENT OF MELROSE OF URBANA FIRST SUBDIVISION, URBANA, CHAMPAIGN COUNTY, ILLINOIS ON ANY PART THEREOF. ON OF EACH SURFACE WATER CHANNEL OR CREEK OR STREAM, ANY NECESSARILY PROVIDED HAS BEEN MADE FOR THE COLLECTION AND DRAINAGE OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THE SAID SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF CONTRIBUTION OF MELROSE OF URBANA FIRST SUBDIVISION, URBANA, CHAMPAIGN COUNTY, ILLINOIS.

THOMAS B. BERNIS, P.E., L.S., PRESIDENT
 BERNIS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 URBANA, CHAMPAIGN COUNTY, ILLINOIS



APPROVED BY: THE URBANA PLAN COMMISSION OF THE CITY OF URBANA, ILLINOIS.
 DATE: _____ CHAIRPERSON: _____

APPROVED BY: THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS,
 IN ACCORDANCE WITH ORDINANCE NUMBER _____
 DATE: _____ BY: _____, MAYOR
 ATTEST: _____, CITY CLERK
 THIS PLAN IS VALID FOR NINETY (90) DAYS FROM _____



JULIE
 NOTE: THE EXACT LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES. FOR UTILITY LOCATIONS CALL JULIE 1 800 382-0822

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SURVEYOR'S REPORT

I, THOMAS B. BERNS, ILLINOIS PROFESSIONAL LAND SURVEYOR 2008 AND PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C. DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF INTERGROUP, INC., I PREPARED A BOUNDARY SURVEY ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYING PRACTICES IN CHAMPAIGN COUNTY, ILLINOIS, OF A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS SET FORTH IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NUMBER 00 96 925 DATED JUNE 3, 1996 AS FOLLOWS:

TRACT 1:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 40.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE AS RECORDED IN BOOK 1077 ON PAGE 448 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE AND THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE AS RECORDED IN BOOK 651 ON PAGE 497 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE FOR THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 1,298.43 FEET TO THE EAST RIGHT-OF-WAY LINE OF GOODWIN AVENUE AS RECORDED IN BOOK 907 ON PAGE 542 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GOODWIN AVENUE, A DISTANCE OF 1,524.53 FEET TO THE SOUTHWEST CORNER OF THE NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AS RECORDED IN BOOK 905 ON PAGE 576 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AND ALSO ALONG THE SOUTH LINE OF THE MARATHON OIL COMPANY TRACT AS RECORDED IN BOOK 758 ON PAGE 382 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, A DISTANCE OF 1,051.89 FEET; THENCE SOUTH PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT A DISTANCE OF 217.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 1,001.15 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO EXCEPT THAT TAKEN FOR RIGHT-OF-WAY PURPOSES AS RECORDED IN BOOK 1904 AT PAGE 832 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF F. A. U. ROUTE 7177 (LINCOLN AVENUE) 54.93 FEET NORTH AND 33.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 55 DEGREES 37 MINUTES 48 SECONDS EAST 81.96 FEET; THENCE SOUTH RIGHT-OF-WAY LINE 28.65 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 57 SECONDS WEST ALONG THE NORTH EXISTING RIGHT-OF-WAY LINE OF BRADLEY AVENUE FOR A DISTANCE OF 29.97 FEET; THENCE NORTH 45 DEGREES 34 MINUTES 48 SECONDS EAST 48.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH AND 50 FEET WEST OF THE CENTERLINE OF SAID F. A. U. ROUTE 7177 (LINCOLN AVENUE) FOR A DISTANCE OF 95.00 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 21 SECONDS EAST 498.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST EXISTING RIGHT-OF-WAY LINE OF F. A. U. 7177 (LINCOLN AVENUE) FOR A DISTANCE OF 812.00 FEET TO THE PLACE OF BEGINNING CONTAINING 8,861 SQUARE FEET, MORE OR LESS.

TRACT 2:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE AS RECORDED IN BOOK 1077 ON PAGE 448 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF GOODWIN AVENUE AS RECORDED IN BOOK 907 ON PAGE 542 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE FOR THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 258.84 FEET TO THE SOUTHEAST CORNER OF THE NORTHERN ILLINOIS WATER CORPORATION TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHERN ILLINOIS WATER CORPORATION TRACT, AND ALONG THE EAST LINE OF MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION AS RECORDED IN BOOK "Z" OF PLATS ON PAGE 281 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, A DISTANCE OF 429.00 FEET TO THE NORTHEAST CORNER OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION, A DISTANCE OF 274.49 FEET TO THE NORTHWEST CORNER OF SAID MOUNT OLIVE MISSIONARY BAPTIST CHURCH SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF CARNER PARK SUBDIVISION AS RECORDED IN BOOK "Z" OF PLATS ON PAGE 105 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE EAST LINE OF SAID CARNER PARK SUBDIVISION AND ALONG THE EAST LINE OF THE HENRY SAPOZNIK TRACT AS RECORDED IN BOOK 823 ON PAGE 223, A DISTANCE OF 857.00 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE HAL COMMUNICATIONS, INC. SUBDIVISION AS RECORDED IN BOOK "Z" OF

J.U.L.I.E.
NOTE: THE SUBJECT LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES FOR UTILITY LOCATIONS. CALL J.U.L.I.E. 1 (800) 588-0323

SURVEYOR'S REPORT (continued . . .)

TRACT 3:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1241.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE MARATHON OIL COMPANY TRACT AS RECORDED IN BOOK 758 ON PAGE 382 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF THE MARATHON OIL COMPANY TRACT TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE AS RECORDED IN BOOK 651 ON PAGE 497 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT, A DISTANCE OF 217.80 FEET; THENCE NORTH PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 200 FEET TO THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID MARATHON OIL COMPANY TRACT, A DISTANCE OF 217.80 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

TRACT 4:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, SAID WEST LINE ALSO BEING THE CENTERLINE, AS EXTENDED, OF GOODWIN AVENUE, URBANA, ILLINOIS, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 6 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 TO THE SOUTH RIGHT-OF-WAY LINE OF F. A. U. 74; THENCE WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF F. A. U. 74, A DISTANCE OF 60 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 30 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALL SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF NATIONAL COUNCIL OF TEACHERS OF ENGLISH TRACT AS FILED FOR RECORD IN BOOK 905 AT PAGE 576 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO EXCEPT:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT 4 WITHIN THE RIGHT-OF-WAY OF BRADLEY AVENUE AS FILED FOR RECORD IN BOOK 1077 AT PAGE 448 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

I FURTHER STATE THAT THE ABOVE DESCRIBED COMBINED TRACTS CONTAIN 40.65 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.

I FURTHER STATE THAT BASED UPON MY REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL 9 OF 11, COMMUNITY PANEL NUMBER 170035-0008B WITH AN EFFECTIVE DATE OF JANUARY 16, 1991, THE PROPERTY SURVEYED IS REPORTEDLY LOCATED WITHIN ZONE "C" (AREAS OF MINIMAL FLOODING).

I FURTHER STATE THAT THE OWNERS DESIRE TO FACILITATE THE SALE OF SAID LAND BY CREATING LOTS FOR WHICH PURPOSE I HAVE PREPARED A PLAT TO WHICH THIS REPORT IS ATTACHED AND MADE A PART THEREOF, PARTICULARLY DESCRIBING AND SETTING FORTH THE LOTS INTO WHICH SAID LANDS HAVE BEEN SO PLATTED AND I HAVE NUMBERED THE LOTS, WHICH NUMBERS ARE SHOWN IN LARGE SIZE ON SAID PLAT AND HAVE STATED AND SHOWN THE PRECISE DIMENSIONS OF SAID LOTS.

I FURTHER STATE THAT REFERENCE HAS BEEN MADE UPON SAID PLAT TO KNOWN AND PERMANENT SURVEY MONUMENTS FROM WHICH FUTURE SURVEYS MAY BE MADE AND THAT I HAVE PLACED SURVEY MONUMENTS AT EACH LOT CORNER AS SHOWN ON THE ACCOMPANYING PLAT AND THAT ALL OF THE DIMENSIONS ARE SHOWN IN FEET AND HUNDREDTHS OF FEET AND THAT THE EASEMENT LOCATIONS AND WIDTHS ARE AS INDICATED ON SAID PLAT.

I FURTHER STATE THAT NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR TO DETERMINE THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAMINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY. SEE OTHER REPORTS AND DOCUMENTS.

I FURTHER STATE THAT AS A PART OF THIS BOUNDARY SURVEY, EXCEPT AS MAY BE SPECIFICALLY NOTED ON THIS PLAT, I MADE NO INVESTIGATION CONCERNING ZONING OR LAND USE, NOR HAVE I MADE AN INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, OWNERS' TITLE EVIDENCE OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE FOR SUBJECT PROPERTY OR FOR ADJOINING PARCELS AS I RELIED UPON THE MATERIALS AND REPRESENTATIONS SUPPLIED BY THE OWNERS AND AS SET FORTH IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NUMBER 00 96 925 DATED JUNE 3, 1996.

PLATS ON PAGE 142 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID HAL COMMUNICATIONS, INC., SUBDIVISION AND ALONG THE SOUTH LINE OF SAID HAL COMMUNICATIONS, INC. SUBDIVISION, A DISTANCE OF 637.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID GOODWIN AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF GOODWIN AVENUE, A DISTANCE OF 1,285.87 FEET TO THE POINT OF BEGINNING, AS SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

GENERAL NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS NOTED OTHERWISE.
- SEE CITY OF URBANA ORDINANCES AND REGULATIONS FOR ZONING, SETBACK AND BUILDING STANDARD REQUIREMENTS.
- ALL SURFACE, SUBSURFACE AND BUILDING IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
- DETAILS NOT DRAWN TO SCALE.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED FROM JUNE 17, 1996 TO AUGUST 1, 1996.
- BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 DATUM.



LOCATION MAP
PROJECT LOCATION

SURVEYOR'S REPORT (continued . . .)

I FURTHER STATE THAT NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY MUNICIPAL OR PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.

I FURTHER STATE THAT THE AREA COVERED BY THIS PLAT OF SURVEY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS.

I FURTHER STATE THAT AT THE REQUEST OF THE OWNERS, THIS SUBDIVISION IS TO BE KNOWN AS "MELROSE OF URBANA FIRST SUBDIVISION, URBANA, CHAMPAIGN COUNTY, ILLINOIS."

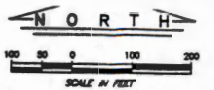
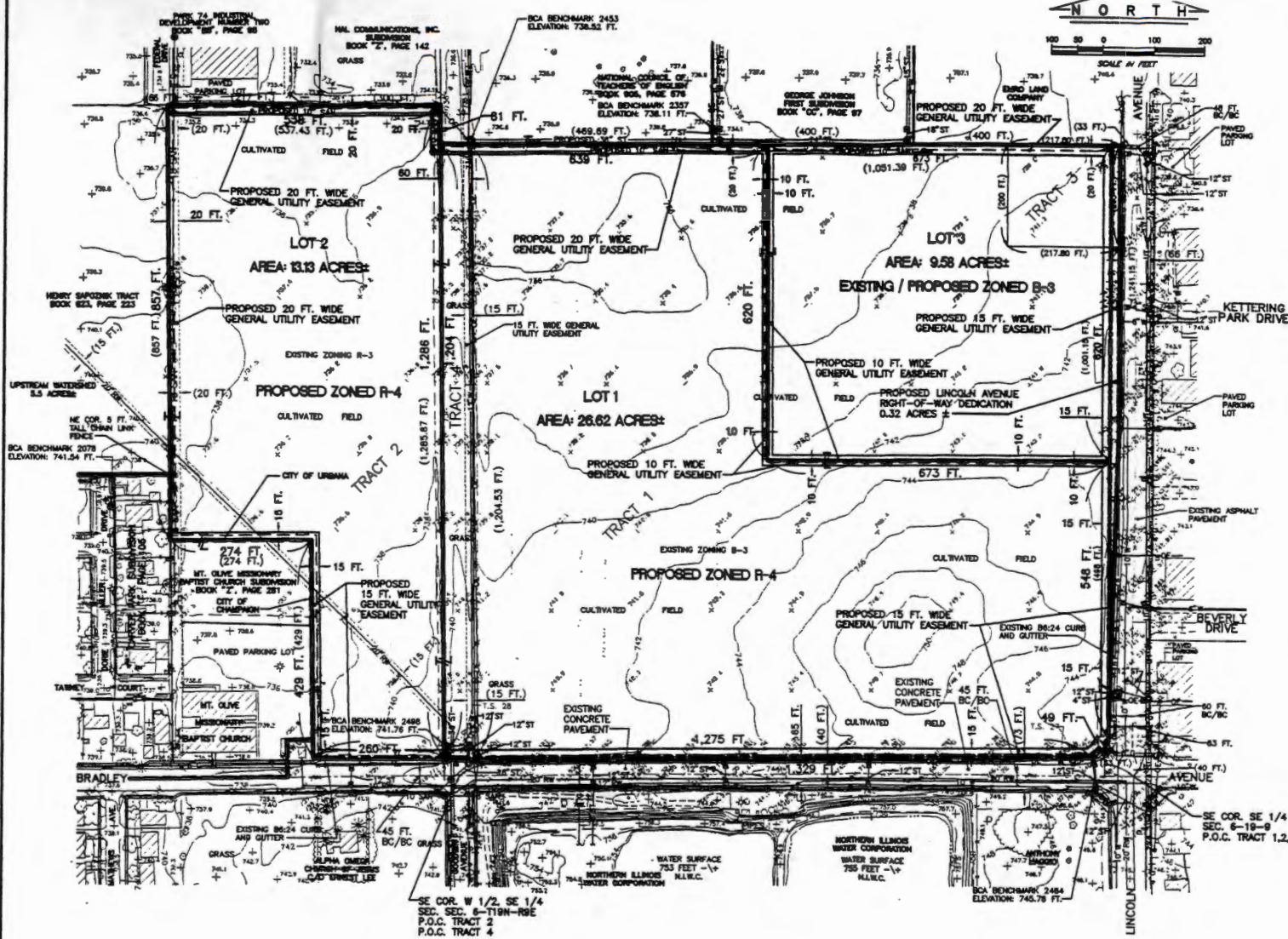
SIGNED AND SEALED AUGUST 1, 1996



THOMAS B. BERNS, P.E., L.S., PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR 2008
URBANA, CHAMPAIGN COUNTY, ILLINOIS
DATE OF PREVIOUS PUBLICATION: NOVEMBER 30, 1996



BERNS, CLANCY AND ASSOCIATES, P.C.
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PHONE 217/284-3444 - FAX 217/284-3355



- EXISTING GAS VALVE
- EXISTING GAS METER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING WATER METER
- EXISTING ELECTRIC PEDestal
- EXISTING ELECTRIC MANHOLE
- EXISTING TELEPHONE PEDestal
- EXISTING TELEPHONE MANHOLE
- EXISTING CABLE TELEVISION PEDestal
- EXISTING ELECTRICAL LIGHTING MANHOLE (WIND HOLD)
- EXISTING ELECTRICAL TRAFFIC SIGNAL LIGHT
- EXISTING ELECTRICAL TRAFFIC CONTROL BOX
- EXISTING STORM SEWER MANHOLE (OPEN LID)
- EXISTING STORM SEWER MANHOLE (CLOSED LID)
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UTILITY POLE / GUY WIRE / TRANSFORMER
- TITLE LINE
- ▨ EXISTING BUILDING LINE
- () RECORD MEASUREMENT AND / OR DATA
- Δ DENOTES 90 DEGREE ANGLE
- ∇ DESTINATION OR DATA UNKNOWN
- ↑ EXISTING SIGN
- EXISTING EXTENDED ARM POLE LIGHT
- EXISTING GLOBE POLE LIGHT
- EXISTING POLE / POST
- BENCHMARK / DESIGNATION
- EXISTING BUSH / VEGETATION
- EXISTING DECIDUOUS TREE / SIZE
- EXISTING EVERGREEN BUSH
- EXISTING EVERGREEN TREE / SIZE
- EXISTING SPOT ELEVATION
- EXISTING SPOT ELEVATION AT TOP OF CURB
- EXISTING SPOT ELEVATION AT FLOWLINE OF GUTTER
- EXISTING CONTOUR LINE
- EXISTING FENCE LINE
- EXISTING UTILITY EASEMENT LINE (PLATED)
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CENTERLINE
- UT EXISTING UNDERGROUND TELEPHONE LINE (APPROXIMATE LOCATION)
- OE EXISTING OVERHEAD ELECTRIC LINE
- UE EXISTING UNDERGROUND ELECTRIC LINE (APPROXIMATE LOCATION)
- CTV EXISTING OVERHEAD CABLE TELEVISION LINE
- UCTV EXISTING UNDERGROUND CABLE TELEVISION LINE (APPROXIMATE LOCATION)
- G EXISTING GAS LINE / SIZE (APPROXIMATE LOCATION)
- W EXISTING WATER LINE / SIZE (APPROXIMATE LOCATION)
- S EXISTING STORM SEWER LINE / SIZE (APPROXIMATE LOCATION)
- SH EXISTING SANITARY SEWER LINE / SIZE (APPROXIMATE LOCATION)
- RW EXISTING RAW WATER LINE / SIZE (APPROXIMATE LOCATION)
- CITY OF URBANA CORPORATE LIMITS
- P.O.C. POINT OF COMMENCEMENT
- PROPOSED UTILITY EASEMENT LINE

PROPOSED ZONING

LOTS 1 AND 2		LOT 3	
R-4 ZONING DISTRICT		B-3 ZONING DISTRICT	
SETBACKS			
FRONT YARD	15 FT.	FRONT YARD	15 FT.
SIDE YARD	5 FT.	SIDE YARD	10 FT.
REAR YARD	10 FT.	REAR YARD	10 FT.

EXHIBIT E

**PRELIMINARY PLAT AND
SUBSIDIARY DRAINAGE PLAT FOR
MELROSE OF URBANA FIRST SUBDIVISION
URBANA, CHAMPAIGN COUNTY, ILLINOIS**

JULIE
NOTED THE EXACT LOCATION OF ALL UTILITIES
SHALL BE VIEWED BY THE CONTRACTOR PRIOR TO
CONSTRUCTION ACTIVITIES. FOR UTILITY LOCATIONS

APPROVED BY: THE URBANA PLANNING COMMISSION OF THE CITY OF URBANA, ILLINOIS.
DATE: _____ CHAIRPERSON: _____
APPROVED BY: THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, IN
ACCORDANCE WITH ORDINANCE NO. _____
DATE: _____ BY: _____, MAYOR



SIGNED AND SEALED AUGUST 1, 1998

THOMAS B. BERNS, P.E., L.S., PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR 3006
ILLINOIS PROFESSIONAL ENGINEER 3009
URBANA, CHAMPAIGN COUNTY, ILLINOIS



BERNS, CLANCY AND ASSOCIATES, P.C.
ENGINEERS • SURVEYORS • PLANNERS
406 EAST MAIN STREET - POST OFFICE BOX 755
URBANA, ILLINOIS 61803-0755
PHONE: 217/284-1444 - FAX: 217/284-3355

JOB: 3718-19 DATE: _____

