

2000R18644

RECORDED ON

08-10-2000 4:24:48

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 19.00
REV FEE:
PAGES: 8
PLAT ACT: 0


Recording Cover Sheet

ORDINANCE NO. 2000-07-089 .

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH FARM & FLEET OF MONROE, INCORPORATED, A
WISCONSIN COMPANY (FARM & FLEET/2501 N.
CUNNINGHAM AVENUE)

(ANNEXATION AGREEMENT ATTACHED)

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

ORDINANCE NO. 2000-07-089

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH FARM & FLEET OF MONROE, INCORPORATED,
A WISCONSIN COMPANY**

(Farm & Fleet / 2501 N. Cunningham Avenue)

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

Section 1. That an Agreement by and between the City of Urbana and Farm & Fleet Of Monroe, Incorporated, A Wisconsin Company, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


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

PASSED by the City Council this 7th day of August, 2000.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:



Phyllis S. Clark
Phyllis S. Clark, City Clerk

D. Robert Clark
Deputy Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

APPROVED by the Mayor this 4th day of August, 2000.

Exhibit B**LEGAL DESCRIPTION:**

A tract of land lying in the NW ¼ Section 4, Township 19 North, Range 9 East of the Third Principal Meridian described as follows:

All of the South Half of the South Half of the NE ¼ of the NW ¼ of Section 4, lying West of the right-of-way of U.S. Route 45 and all of the North Half of the SE ¼ of the NW ¼ of Section 4 lying West of the right-of-way of U.S. Route 45, EXCEPT the following:

Beginning at the Northwest corner of the South Half of the SE ¼ of the NW ¼ of Section 4, running thence North 403.8 feet to a stake; thence East 735 feet to the West line of the right-of-way of the Kankakee and Urbana Traction Company; thence Southwest along the West line of said right-of-way of the Kankakee and Urbana Traction Company, 596 feet; thence West 559 feet to the place of beginning, all in Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois; also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by dedication of right-of-way dated March 30, 1955 and recorded May 2, 1955 in Book 520 at page 547 as document 544635; and also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by Warranty Deed dated March 13, 1973 and recorded May 16, 1973 in Book 1005 at page 199 as document 73 R 6765.

Farm & Fleet Annexation Agreement

THIS Agreement is made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and Farm & Fleet of Monroe Incorporated, a Wisconsin Company. (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, Farm & Fleet of Monroe Incorporated, a Wisconsin Company, is the Owner of record of a certain 10.62 acre parcel of real estate located at 2501 N. Cunningham, and having permanent index number 30-21-04-100-005, the legal description of which real estate is set form in Exhibit A attached hereto and referenced herein as "the tract".

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana, pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of B-3 General Business, under the terms and provision of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER (S)

The Owner agrees to the following provisions:

Section 1:

- (a) The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit A and that the Owner shall, cause the tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes concurrent with the Owner's signature of this Agreement. Until annexation of the subject tract occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such.
- (b) Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if Owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent owners as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2: The Owner agrees to accept the direct conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation. Furthermore, the Owner agrees to abide by all applicable development regulations existing at the time of annexation.

Section 3: The Owner agrees to provide the City with sales tax information reasonably necessary for the City to determine payments owed by the City to Champaign County, if any, as the result of annexation of the tract.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2: The Corporate Authorities agree that the tract will be zoned B-3 General Business per the conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance or whatever zoning classification is provided for in such conversion table at the time of annexation. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tract. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

Section 3: The Corporate Authorities agree to pay to owner an amount equal to the difference between the real estate taxes which would have been assessed against the annexed tract had they not been annexed to the City of Urbana, and the amount actually paid as real estate taxes for said tract. Such amount will be paid annually within sixty (60) days following receipt by the Community Development Director of the paid real estate tax bill with a written calculation of the amount due. The City of Urbana shall pay the tax difference described herein for the term of this agreement or for as long as Farm & Fleet of Monroe Incorporated operates a store on this site, whichever is a shorter period of time.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract

under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessee, executors, assigns and successors in interest of the Owner as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties -- The Corporate Authorities and Owner agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the City. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

Section 4. Enforcement -- The Owner and Corporate Authorities agree and hereby stipulate that either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. 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 even without the invalid provision.

Section 6. Effective Date -- The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

IN WITNESS WHEREOF, the Corporate Authorities and Owner 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.

Corporate Authorities
City of Urbana:

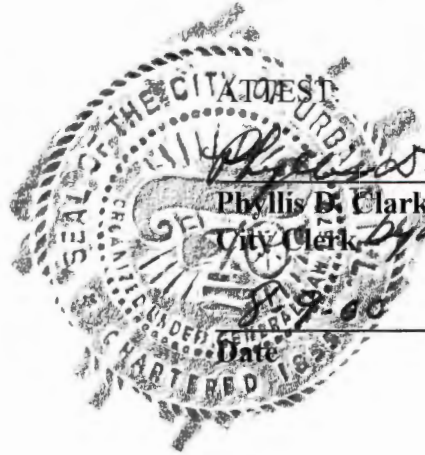
Owner:
Farm & Fleet of Monroe, Inc.

Tod Satterthwaite
Tod Satterthwaite, Mayor

Robert S. Blain
Robert S. Blain, President

8/9/00
Date

JUNE 16, 2000
Date



Phyllis B. Clark
Phyllis B. Clark
City Clerk

Robert J. Robert
Deputy Clerk

8/9/00
Date

ATTEST:

[Signature]

Notary Public

June 16, 2000

Date



Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Descriptions
- Exhibit B: Location Map

CITY OF URBANA
RECEIVED
JUN 21 2000
CITY CLERKS OFFICE

Recording Cover Sheet

AFFIDAVIT OF MAILING NOTICE OF INTENT TO ANNEX
TERRITORY TO THE CITY OF URBANA

(FARM & FLEET/2501 N. CUNNINGHAM AVENUE)

2000-07-089.

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

**AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX TERRITORY TO THE CITY OF URBANA**

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

Phyllis D. Clark, being first duly sworn on oath, states that she is the duly elected and qualified City Clerk of the City of Urbana, Illinois; and

That she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the Urbana Township, in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid, to each of the Board of Township Trustees and the Township Commissioner of Highways, indicated on the copy of said notice hereto attached, made a part of this Affidavit, and marked "Exhibit A"; and that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of Carroll Fire Protection District to the City of Urbana, Illinois, in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid to each of the Trustees of Carroll Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 26th day of July, 2000, by this Affiant, at the Post Office in the City of Urbana, Illinois, being more than ten (10) days prior to the time mentioned in said notice as the time at which the Council of the City of Urbana would take action on the proposed Ordinance of Annexation; and

That a copy of said notice so mailed, as aforesaid, is hereto attached, made a part of this Affidavit, and marked "Exhibit A."

Phyllis D. Clark
City Clerk by Robert J. Roberts
City of Urbana Deputy Clerk

Subscribed and sworn to before me this

26th day of July, 2000.

Elaine Taylor
Notary Public

I certify this is a true copy of the Affidavit I recorded in the Recorder's Office, Champaign County, Illinois, on the 4th day of August, 2000.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

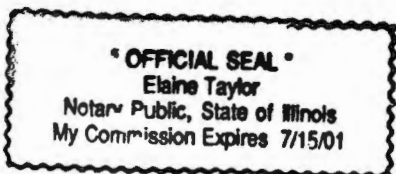


EXHIBIT A

NOTICE OF INTENT TO ANNEX TERRITORY TO THE CITY OF URBANA

TO:

Paul Tatman
2802 E. Slayback Road
Urbana, IL 61802

Paul Tatman
3103 Tatman Court, Suite 104
Urbana, IL 61802

Ken Buchanan
501 McGee Road
Urbana, IL 61802

Gregory F. Foster
310 Yankee Ridge Lane
Urbana, IL 61802

David Lemke
1781 Independence
Urbana, IL 61802

Urbana Township Board of Trustees

and

Jim Prather
Urbana Township Commissioner of Highways
2312 E. Perkins Road
Urbana, IL 61802

and

Thomas E. Harnsberger
2104 E. Barnes
Urbana, IL 61802

Robert Venable
1912 Kenneth Street
Urbana, IL 61802

Glen Mueller
2408 E. Airport Road
Urbana, IL 61802

Trustees of Carroll Fire Protection District

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 5/7-1-1 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-1), that the Council of the City of Urbana, Illinois, will consider passage of an Ordinance annexing the following described territory to the City of Urbana:

A tract of land lying in the NW ¼ Section 4, Township 19 North, Range 9 East of the Third Principal Meridian described as follows:

All of the South Half of the South Half of the NE ¼ of the NW ¼ of Section 4, lying West of the right-of-way of U.S. Route 45 and all of the North Half of the SE ¼ of the NW ¼ of Section 4 lying West of the right-of-way of U.S. Route 45, EXCEPT the following:

Beginning at the Northwest corner of the South Half of the SE ¼ of the NW ¼ of Section 4, running thence North 403.8 feet to a stake; thence East 735 feet to the West line of the right-of-way of the Kankakee and Urbana Traction Company, 596 feet; thence West 559 feet to the place of beginning, all in Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois; also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by dedication of right-of-way dated March 30, 1955 and recorded March 1955 in Book 520 at page 547 as document 544635; and also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by Warranty Deed dated March 13, 1973 and recorded May 16, 1973 in Book 1005 at page 199 as document 73 R 6765.

Containing 10.62 Acres, more or less, all situated in Champaign County, Illinois

commonly known for reference as 2501 N. Cunningham Avenue, Urbana, Illinois, and further referenced as Champaign County permanent parcel number 30-21-04-100-005. Said territory lies within the boundaries of Carroll Fire Protection District and the Urbana Township, and is contiguous to the City of Urbana, Illinois.

Notice is further given that the Council of the City of Urbana will vote on an Ordinance annexing said territory to the City at its regular meeting August 7, 2000 at 7:30 p.m. in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois.

Phyllis D. Clark
City Clerk *by (Robert) Roberts*
City of Urbana, Illinois *Deputy Clerk*

CITY OF URBANA
RECEIVED

JUN 21 2000

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA CITY CLERKS OFFICE
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, **Farm & Fleet of Monroe Incorporated, a Wisconsin Company.**, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

A tract of land lying in the NW ¼ Section 4, Township 19 North, Range 9 East of the Third Principal Meridian described as follows:

All of the South Half of the South Half of the NE ¼ of the NW ¼ of Section 4, lying West of the right-of-way of U.S. Route 45 and all of the North Half of the SE ¼ of the NW ¼ of Section 4 lying West of the right-of-way of U.S. Route 45, EXCEPT the following:

Beginning at the Northwest corner of the South Half of the SE ¼ of the NW ¼ of Section 4, running thence North 403.8 feet to a stake; thence East 735 feet to the West line of the right-of-way of the Kankakee and Urbana Traction Company; thence Southwest along the West line of said right-of-way of the Kankakee and Urbana Traction Company, 596 feet; thence West 559 feet to the place of beginning, all in Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois; also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by dedication of right-of-way dated March 30, 1955 and recorded May 2, 1955 in Book 520 at page 547 as document 544635; and also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by Warranty Deed dated March 13, 1973 and recorded May 16, 1973 in Book 1005 at page 199 as document 73 R 6765.

Commonly known as **2501 N. Cunningham Avenue** and also identified as Parcel Index Number **30-21-04-100-005.**

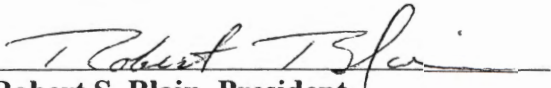
2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).


Dated this 16th day of JUNE, 2000

PETITIONER:


Robert S. Blain, President
Farm & Fleet of Monroe Incorporated, a Wisconsin Company

Subscribed and sworn to before me this

16th day of June, 2000



NOTARY PUBLIC

My commission expires: 7-09-00

Farm & Fleet Annexation Agreement

THIS Agreement is made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and Farm & Fleet of Monroe Incorporated, a Wisconsin Company. (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, Farm & Fleet of Monroe Incorporated, a Wisconsin Company, is the Owner of record of a certain 10.62 acre parcel of real estate located at 2501 N. Cunningham, and having permanent index number 30-21-04-100-005, the legal description of which real estate is set form in Exhibit A attached hereto and referenced herein as "the tract".

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana, pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of B-3 General Business, under the terms and provision of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER (S)

The Owner agrees to the following provisions:

Section 1:

- (a) The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit A and that the Owner shall, cause the tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes concurrent with the Owner's signature of this Agreement. Until annexation of the subject tract occurs, Owner shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such.
- (b) Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if Owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent owners as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2: The Owner agrees to accept the direct conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation. Furthermore, the Owner agrees to abide by all applicable development regulations existing at the time of annexation.

Section 3: The Owner agrees to provide the City with sales tax information reasonably necessary for the City to determine payments owed by the City to Champaign County, if any, as the result of annexation of the tract.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2: The Corporate Authorities agree that the tract will be zoned B-3 General Business per the conversion of Champaign County zoning to City of Urbana zoning classification as provided for by the Urbana Zoning Ordinance or whatever zoning classification is provided for in such conversion table at the time of annexation. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tract. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

Section 3: The Corporate Authorities agree to pay to owner an amount equal to the difference between the real estate taxes which would have been assessed against the annexed tract had they not been annexed to the City of Urbana, and the amount actually paid as real estate taxes for said tract. Such amount will be paid annually within sixty (60) days following receipt by the Community Development Director of the paid real estate tax bill with a written calculation of the amount due. The City of Urbana shall pay the tax difference described herein for the term of this agreement or for as long as Farm & Fleet of Monroe Incorporated operates a store on this site, whichever is a shorter period of time.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract

under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessee, executors, assigns and successors in interest of the Owner as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties -- The Corporate Authorities and Owner agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the City. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

Section 4. Enforcement -- The Owner and Corporate Authorities agree and hereby stipulate that either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. 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 even without the invalid provision.

Section 6. Effective Date -- The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

IN WITNESS WHEREOF, the Corporate Authorities and Owner 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.

Corporate Authorities
City of Urbana:

Owner:
Farm & Fleet of Monroe, Inc.

Tod Satterthwaite, Mayor

Robert S. Blain
Robert S. Blain, President

Date

JUNE 16, 2000
Date

ATTEST:

Phyllis D. Clark
City Clerk

ATTEST:
Charles E. Emms
Notary Public

Date

June 16, 2000
Date

Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Descriptions**
- Exhibit B: Location Map**

CITY OF URBANA
RECEIVED
JUN 21 2000
CITY CLERKS OFFICE

Exhibit B

LEGAL DESCRIPTION:

A tract of land lying in the NW ¼ Section 4, Township 19 North, Range 9 East of the Third Principal Meridian described as follows:

All of the South Half of the South Half of the NE ¼ of the NW ¼ of Section 4, lying West of the right-of-way of U.S. Route 45 and all of the North Half of the SE ¼ of the NW ¼ of Section 4 lying West of the right-of-way of U.S. Route 45, EXCEPT the following:

Beginning at the Northwest corner of the South Half of the SE ¼ of the NW ¼ of Section 4, running thence North 403.8 feet to a stake; thence East 735 feet to the West line of the right-of-way of the Kankakee and Urbana Traction Company; thence Southwest along the West line of said right-of-way of the Kankakee and Urbana Traction Company, 596 feet; thence West 559 feet to the place of beginning, all in Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois; also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by dedication of right-of-way dated March 30, 1955 and recorded May 2, 1955 in Book 520 at page 547 as document 544635; and also EXCEPT therefrom that portion thereof conveyed to the State of Illinois by Warranty Deed dated March 13, 1973 and recorded May 16, 1973 in Book 1005 at page 199 as document 73 R 6765.