

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
WITH FARM & FLEET OF MONROE, INCORPORATED,  
A WISCONSIN CORPORATION**

**(Farm & Fleet Development Agreement)**

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.

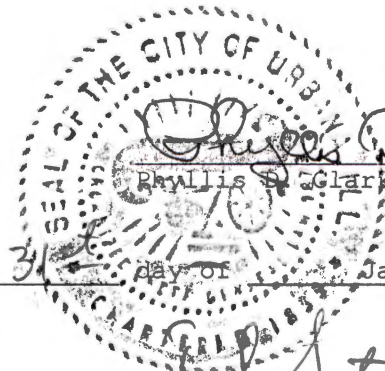
PASSED by the City Council this 29<sup>th</sup> day of January,  
2001.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 31<sup>st</sup> day of January,  
2001.



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

Tod Satterthwaite  
Tod Satterthwaite, Mayor

An Agreement Between:

**The City Of Urbana  
and  
Farm & Fleet Of Monroe, Incorporated  
a Wisconsin Corporation**

THIS AGREEMENT BETWEEN THE CITY OF URBANA AND FARM & FLEET OF MONROE, INCORPORATED, A WISCONSIN CORPORATION ("Agreement") is entered into as of the day last party executes this agreement by and between the City of Urbana, Illinois, a municipal corporation, (hereinafter referred to as the "City"); and FARM & FLEET OF MONROE, INCORPORATED, A WISCONSIN CORPORATION, (hereinafter referred to as the "Developer").

WHEREAS, the Developer and/or its affiliates propose to develop and construct a new retail outlet on the real estate described on Exhibit "A" attached hereto and made a part hereof (the "Project Site"); and

WHEREAS, pursuant to the terms of the City's home rule powers, the City and the Developer wish to set forth their agreement regarding the acquisition and development of the Project; and

WHEREAS, since the Project and the expansion of new retail into the northwest corridor of the City will be of great economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City agrees to cooperate in this public/private venture in order to attract this economic development to the City; and

WHEREAS, the City proposes to construct certain public improvements that are essential to the Project and surrounding areas which are described on Exhibit B attached hereto and made a part hereof (the "Public Improvements"); and

WHEREAS, the City is a home rule unit pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project; and

WHEREAS, the City believes that the development of the Project Site is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws; and

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

## ARTICLE I: CONSTRUCTION OF THE PROJECT

- 1.1 Project. The Project (the "Project") consists of the construction of a Farm & Fleet retail store of not less than 115,000 square feet on the Project Site.
- 1.2 Submission and Approval of Plans: All work with respect to construction of the Project by the Developer shall be in conformity with this Agreement and the City of Urbana Codes and Ordinances and in substantial conformance to the site plan attached hereto as Exhibit "A". The Site Plan shall be subject to change based on certified survey, boundary dimensions and dimensions of road improvements.
  - 1.2.1 Landscaping/Screening: Developer shall install landscaping or screening in accordance with the City of Urbana ordinances, but said landscaping may be located on the perimeter of the Project Site. Landscaping within the parking lot or storage lot areas will not be required.
  - 1.2.2 Fencing and Lighting: Developer may install 8' high, 9-gauge chain link with 3 strands of barbed wire at the top of the fence for a total height of 9'-0"±. This fence will not be required to be screened with any type of screening material. Developer may install an outdoor lighting system consistent with the lighting system in operation at the Farm & Fleet store in Montgomery, Illinois.
  - 1.2.3 Storm Water Management: Developer will detain storm water generated from the project in accordance with City of Urbana ordinances.
  - 1.2.4 Plan Approval: The City of Urbana agrees that upon the complete submittal of building plans, the Community Development Services Department shall review and comment on said plans within 10 working days.
  - 1.2.5 Building Permit Costs: The City of Urbana agrees that building permit costs for construction of said new retail facility, including building permits, electrical permits, HVAC permits and other construction associated permits under the control of the City of Urbana shall not exceed three thousand dollars (\$3,000) in total.
  - 1.2.6 Parking Lot Area: No parking space bumpers, curb and gutter or islands are required on the Project Site.
  - 1.2.7 Utilities: The City of Urbana agrees that all associated costs for street improvements along Airport Road including, but not limited to, sanitary sewer, water service and traffic signals at the intersection of US Highway 45 will be at no cost to Developer. If it is determined that storm sewer is to be extended along Airport Drive, this storm sewer will be installed at no cost to Farm & Fleet. The City also agrees that any cost to extend water, sanitary sewer and storm sewer mains across Farm & Fleet property for use other than Farm & Fleet will be done at the expense of others and with Farm & Fleet's approval of all mains and easements.



- 1.2.8 Fees: The City of Urbana agrees to cap sewer connection fees at two thousand dollars (\$2,000).
- 1.2.9 Easements: The City of Urbana shall not require any crossover easements
- 1.2.10 Sidewalks: Developer will not be responsible for any sidewalks or maintenance of sidewalks on proposed property and adjoining right-of-way as shown on Exhibit "A".
- 1.2.11 Signage: Farm & Fleet will be permitted to relocate a road sign with a total height of 40'-0" above the centerline of US Highway 45. The existing sign head from the existing Farm & Fleet site will be permitted to relocate to the new position. This sign head is 16'-0" wide x 13'-6" high for a single face area of 216 S.F.
- 1.2.12 Address: City of Urbana shall issue Farm & Fleet a street address on North Cunningham Avenue.
- 1.2.13 Developer shall only participate in recycling programs by mutual agreement.
- 1.3 Acquisition and Sale of Property and Commencement and Completion Requirements.
  - 1.3.1 Sales Contract for Project Site: By January 31, 2001, the Developer must deliver to the City of Urbana's Chief Administrative Officer a real estate purchase contract for the Project Site.
  - 1.3.2 Acquisition of Project Site: By July 31, 2001, the Developer shall acquire fee simple title to the entire project site as provided herein.
    - 1.3.2.1 Sale to Interchange Properties, LLC: Developer agrees to sell the current Farm & Fleet property located at 2501 N. Cunningham Avenue and consisting of approximately 10.62 acres to Interchange Properties, LLC as illustrated on Exhibit "C" no later than July 31, 2001 and subject to the terms of a separate real estate agreement between the Developer and Interchange Properties, LLC.
    - 1.3.2.2 Commencement: The Developer shall commence construction of the new Farm & Fleet retail store no later than July 31, 2001. Evidenced by issuance of a building permit and actual construction initiation.
- 1.4 Completion: The Developer shall complete construction of the new retail store by October 1, 2002. For the purpose of this Section "completion of construction" means the complete construction, except for minor and ancillary alterations or additional work.
- 1.5 Sales Tax Information: The Developer agrees to provide to the City information regarding sales taxes generated from the new retail outlet.
- 1.6 Special Assessment: The City of Urbana agrees that there will be no special assessment charged against the Project Site for the Public Improvements.

1.7 Possible Outlot Development:

- 1.7.1 The City of Urbana agrees that existing sanitary and storm sewer outlets adjoining Project Site be made available to any possible outlots developed on Project Site.
- 1.7.2 The City of Urbana agrees that any possible outlots that may be developed on Project Site will not be required to have any on site storm water storage. Storm water storage for any possible outlots will be provided on the Farm & Fleet portion of project site.

ARTICLE II: PUBLIC IMPROVEMENTS

2.1 Public Improvements

- 2.1.1 Design of Public Improvements: Upon both parties' execution of this Agreement, the City of Urbana shall enter into an engineering design contract for public improvements listed in Exhibit B.
- 2.1.2 Intergovernmental Agreements Regarding Construction of Public Improvements: The City of Urbana shall enter into the requisite intergovernmental agreements with Champaign County and the Illinois Department of Transportation as soon as possible after the parties' execution of this agreement and subject to the Developer's compliance with Section 1.3 herein.
- 2.1.3 Construction by City: The City shall, provided the conditions precedent set forth in Section 1.3 hereof are met, construct the Public Improvements (as described in Exhibit B attached hereto) with the cost of the Public Improvements to borne fully by the City and/or other governmental entities.
- 2.1.4 Commencement and Completion Requirements: The City shall substantially complete construction of the Public Improvements by August 31, 2002.

ARTICLE III: REPRESENTATIONS OF THE DEVELOPER

The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- 3.1 Organization: The Developer is a corporation duly organized and existing under the laws of the State of Illinois and has been duly qualified to transact business in Illinois.
- 3.2 Authorization: The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

- 3.3 Non-Conflict or Breach: Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- 3.4 Pending Lawsuits: There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Project on the Project Site.

#### ARTICLE IV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

- 4.1 Organization and Authorization: The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 4.2 Non-Conflict or Breach: Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.
- 4.3 Pending Lawsuits: There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

#### ARTICLE V: DEVELOPER INDEMNIFICATION OF CITY

- 5.1 Indemnification: The Developer agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, or from any work of or thing done by the Developer on the Project Site, or any work or activity of the Developer in connection with the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Developer or any of its agents, contractors, servants or employees; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may



be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City.

- 5.2 Status of Assignee: Any assignee of the Developer under the provisions hereof shall be considered the "Developer" for all purposes of this Agreement.

## ARTICLE VI: DEFAULT AND REMEDIES

- 6.1 Events of Default: The following shall be events of default ("Events of Default") with respect to this Agreement.
- 6.1.1 If any material representation made by the Developer or City in this Agreement, or in any certificate, notice, demand or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 6.1.2 Breach by the Developer or City of any material covenant, warranty or obligation set forth in this Agreement.
- 6.2 Remedies of Default: In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

Any disputes between City and Developer shall be settled in accordance with the Uniform Arbitration Act and not by court action.

- 6.3 Other Rights and Remedies of City and Developer: Delay in Performance Waiver.

- 6.3.1 No Waiver by Delay: Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.
- 6.4 Rights and Remedies Cumulative: The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.
- 6.5 Delay in Performance: For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Developer with respect to the acquisition or construction of the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.



## ARTICLE VII: MISCELLANEOUS

- 7.1 Authorized Representatives:
- 7.1.1 Developer: By complying with the notice provisions hereof, the Developer shall designate an authorized representative from time to time, who, unless applicable law requires action by the Members of the Developer, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Developer.
- 7.1.2 City: By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.
- 7.2 Entire Agreement: The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer.
- 7.3 Binding Upon Successors in Interest: This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.
- 7.4 Titles of Paragraphs: Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- 7.5 Notices: Notices of demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the Chief Administrative Officer, City Hall, 400 South Vine Street, Urbana, Illinois 61801 (with copies to the City Legal Division), or to the attention of Mr. Robert S. Blain, President, Farm & Fleet of Monroe, Inc., PO Box 391, Janesville, WI 53547-0391 or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office. [Either party may change its address by notifying the other party in accordance with this notice provision.]
- 7.6 Further Assistance and Corrective Instruments: The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

7.7 Termination of Agreement: If the conditions set forth in Section 1.3 are not satisfied on or prior to the dates outlined above, this Agreement shall terminate upon written notice by the Chief Administrative Officer of the City to the Developer and the parties shall have no further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

City of Urbana, Illinois

By: *Paul Sattell*  
Its: Mayor

Date: 2/8/2002

Attest:

By: *Phyllis D. Clark*  
Its: City Clerk

Date: 2/8/2002

Accepted as to Form

By: *Paul Wualer*  
Its: City Attorney

Date: 11 February 2002

Farm & Fleet of Monroe, Incorporated, a Wisconsin Corporation

By: *Robert S. Blain*  
Robert S. Blain

Print Name: ROBERT S. BLAIN

Title: President

Date: January 22, 2001

EXHIBIT "A"  
PROJECT SITE

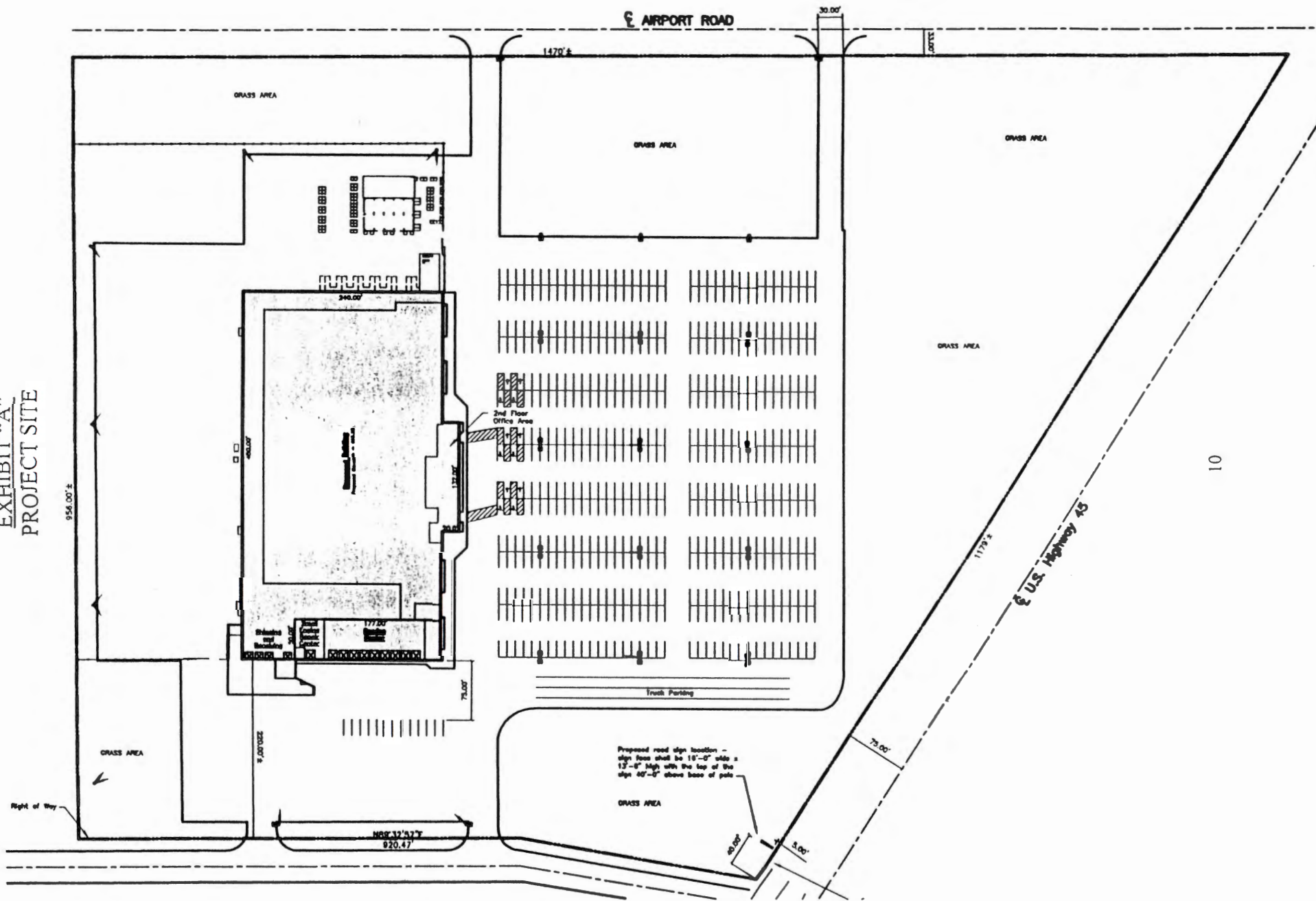




EXHIBIT "B"  
PUBLIC IMPROVEMENTS

The Public Improvements include: improvements to US Route 45 (Cunningham Avenue), the development of a new east-west access road intersection with US Route 45, replace and realign the existing Anthony Drive east and west of US Route 45, and construct a new north-south frontage road east of US 45 connecting the new east-west access road and existing Northwood Drive. The improvement intends to enhance the geometric characteristics for local access to adjacent properties.

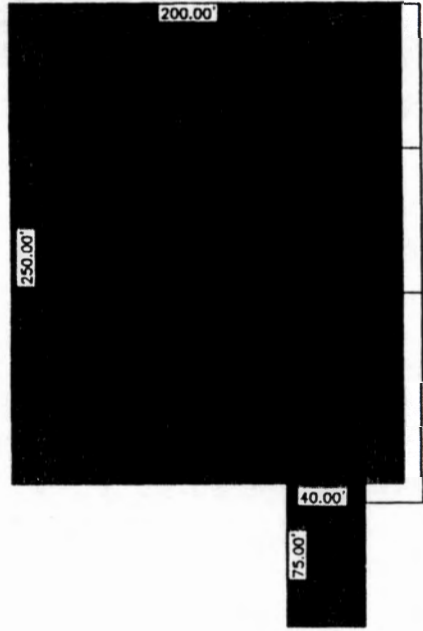
The proposed intersection improvements involves:

1. Widening the US Route 45 pavement to provide:
  - Two (2)-12 foot through traffic lanes in both directions
  - Variable width barrier medians
  - One (1)-12 foot and variable width southbound left turn lane
  - One 12 foot southbound right turn lane
  - Two (2)-12 foot northbound left turn lanes
  - One 12 foot northbound right turn lane
  
2. Constructing a proposed east-west access road (1100 feet long) west of US Route 45 to provide:
  - One 12 foot through eastbound traffic lane
  - Two 12 foot through westbound traffic lanes
  - A variable width striped median
  - Two (2)-12 foot and variable width eastbound right turn lanes
  - One 12 foot eastbound left turn lane
  - Street lighting
  - Storm sewer
  - Sanitary sewer
  - Water main
  - All remaining public utilities servicing area
  
3. Constructing a proposed east-west access road (600 feet long) east of US Route 45 to provide:
  - One 12 foot through eastbound traffic lane
  - One 12 foot through westbound traffic lane
  - A variable width striped median
  - Two (2)-12 foot westbound left turn lanes
  - One 12-foot westbound right turn lane.
  
4. Reconstructing and realigning Anthony Drive (800 feet long) west of US Route 45 and connecting to the proposed east-west access road to provide:
  - One 12 foot through northbound traffic lane
  - One 12 foot through southbound traffic lane
  - One 12-foot northbound left turn lane.

5. Reconstructing and realigning Anthony Drive (1000 feet long) east of US Route 45 and connecting to the proposed east-west access road to provide:
  - One 12 foot through northbound traffic lane
  - One 12 foot through southbound traffic lane
  - One 12-foot dual left turn traffic lane.
  
6. Construct a proposed north-south frontage road (350 feet long) east of US Route 45 connecting the proposed east-west access road with Northwood Drive to provide:
  - One 12 foot through northbound traffic lane
  - One 12 foot through southbound traffic lane.
  
7. Installing new traffic signals at the US Route 45 intersection and the new east-west access road.

EXHIBIT C  
EXISTING PROPERTY

584.66'  
N0°34'09"W



N89°32'57"E  
920.47'

578.53'  
S89°37'22"

332.30'  
S24°29'25"

R - 332'  
A - 115.94'  
C - 115.35'  
S 28°37'03" W

158.77'  
S58°34'35"W

A - 73.78'  
C - 488.00'  
S 32°27'10" W



FJ

## Montgomery, Illinois Lighting

Farm & Fleet's parking lot lights are 1000-watt metal halide fixtures, which emit a white light. These fixtures are manufactured by Cooper Lighting. The semi cutoff, vertical mounted lamp fixture creates a more uniform distribution of light eliminating "hot spots" and reduces glare.

This fixture distributes the light in a square pattern of approximately 130' x 130'.

The fixture is mounted on a 30' tall aluminum pole that is dark bronze in color. The pole will be set on top of a 24" diameter concrete base which project 4'-0" above grade and painted safety yellow. The total height of the fixture is approximately 34'.