ORDINANCE NO. 2005-01-014

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REDEVELOPMENT AGREEMENT WITH FIVE POINTS REALTY, LLC

(Five Points Northwest)

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

Section 1. That A Redevelopment Agreement By and Between The City of Urbana and Five Points Realty, LLC, in substantially 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 February,

AYES: Alix, Chynoweth, Hayes, Patt, Roberts, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this

February

2005 .

Tod Satterthwaite, Mayor

REDEVELOPMENT AGREEMENT

by and between the

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

and

FIVE POINTS REALTY, LLC

Dated as of February 7, 2005

Document Prepared By:

Kenneth N. Beth Evans, Froehlich, Beth & Chamley 44 Main Street, Third Floor P.O. Box 737 Champaign, IL 61820

TABLE OF CONTENTS

	<u>Page</u>	
ARTICLE I	DEFINITIONS	2
Section 1.1.	Definitions	2
Section 1.2.	Construction	4
ARTICLE II	REPRESENTATIONS AND WARRANTIES	4
Section 2.1.	Representations and Warranties of the City	4
	(a) Organization and Standing	4
	(b) Power and Authority	4
	(c) Authorization and Enforceability	4
	(d) No Violation	5
	(e) Governmental Consents and Approvals	5
Section 2.2.	Representations and Warranties of the Developer	5
	(a) Organization	5
	(b) Power and Authority	5
	(c) Authorization and Enforceability	5
	(d) No Violation	5
	(e) Consents	6
	(f) No Proceedings or Judgments	6
Section 2.3.	Related Agreements	6
Section 2.4,	Disclaimer of Warranties	6
ARTICLE III	CITY'S COVENANTS AND AGREEMENTS	7
Section 3.1.	City's Financial Obligations	7
Section 3.2.	City's Redevelopment Obligations	8
Section 3.3	City's Covenant to Amend the Redevelopment Plan	9
Section 3.4.	Defense of Redevelopment Project Area	10
ARTICLE IV	DEVELOPER'S COVENANTS AND AGREEMENTS	10
Section 4.1.	Preparation of Design Proposal	10
Section 4.2.	Commitment to Undertake the Private Development Project and Schedule	10
Section 4.3.	Compliance with Agreement and Laws During Development	11
Section 4.4	Prevailing Rate of Hourly Wages	12
Section 4.5.	City's Right to Audit Developer's Books and Records	12
Section 4.6.	Indemnity	12
Section 4.7.	Continuing Compliance With Laws	13
Section 4.8.	Real Estate Tax Obligations	13

LIST OF EXHIBITS

EXHIBIT A Description of Development Project Site

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is made and entered into as of February 7, 2005, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the City of Urbana, Champaign County, Illinois, an Illinois municipal corporation (the "City"), and Five Points Realty, LLC, an Illinois corporation (the "Developer").

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (presently codified at 65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the "TIF Act"), including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the City Council of the City (the "Corporate Authorities") did adopt an ordinance (Ordinance No. 8687-45 on December 23, 1986) including as supplemented and amended by certain ordinances (Ordinance No. 9394-101 on May 16, 1994 and Ordinance No. 2002-06-064 on June 17, 2002) (collectively, the "TIF Ordinances"); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Downtown Urbana Tax Increment Redevelopment Project Area Number Two (the "Redevelopment Project Area") and approved the related redevelopment plan, as supplemented and amended (the "Redevelopment Plan"), including the redevelopment projects described in the Redevelopment Plan (collectively, the "Redevelopment Projects"); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to acquire, construct and install (or cause to be done) the Private Development Project (including related and appurtenant real estate and other facilities as more fully defined below) on the Development Project Site (as defined below); and

WHEREAS, the Development Project Site (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake the Private Development Project

"Fund" means, collectively, the "Special Tax Allocation Fund" for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinances.

"Incremental Property Taxes" means in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon taxable real property in the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of the taxable real property in the Redevelopment Project Area over the equalized assessed value of the taxable real property in the Redevelopment Project Area on January 1, 1986 which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, has been allocated to and when collected shall be paid to the Comptroller of the City for deposit by the Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

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

"Private Development Project" means the acquisition, construction and installation of not less than 50,000 square feet of improvements including an urban shopping center complex and other commercial facilities on outlots or parcels upon the Development Project Site, together with all required buildings, structures and appurtenances related thereto and the acquisition of real estate or rights in real estate in connection therewith, all of which is to be completed substantially in accordance with the Design Proposal.

"Reimbursement Amounts" means, collectively, amounts to be reimbursed or paid from the Fund to the Developer by the City under and pursuant to Section 3.1 of this Agreement.

financial obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

- (d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.
- (e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.
- Section 2.2. <u>Representations and Warranties of the Developer</u>. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:
- (a) Organization. The Developer is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified to transact business in, and is in good standing under, the laws of each of the other states where the Developer is required to be qualified to do business.
- (b) 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 hereunder.
- (c) 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 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 laws, rulings and decisions affecting

merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III CITY'S COVENANTS AND AGREEMENTS

Section 3.1. City's Financial Obligations. The City shall have the obligations set forth in this Section 3.1 relative to financing Eligible Redevelopment Project Costs in connection with the Private Development Project. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid, the City, subject to the terms, conditions and limitation set forth in this Section 3.1 immediately below, agrees to pay or reimburse the Developer from the Fund such Reimbursement Amounts as are paid and incurred by the Developer and are directly related to the Private Development Project at the Development Project Site as follows:

- (a) such Reimbursement Amounts in connection with the Private Development Project in any one calendar year shall be equal to: (i) eighty percent (80%) of the Incremental Property Taxes actually received by the City in each such calendar year which are directly attributable to any retail or hotel/motel use component of the Private Development Project at the Development Project Site; plus, (ii) fifty percent (50%) of the Incremental Property Taxes actually received by the City in any such calendar year which are directly attributable to any office or service use component of the Private Development Project at the Development Project Site;
- (b) for the purpose of determining the total amount of Incremental Property Taxes which are directly attributable to each component of the Private Development Project at the Development Project Site under subsection (a) of this Section 3.1 above under circumstances where the Developer is not in default under Section 4.8 of this Agreement, the total equalized assessed value (the "EAV") of the Development Project Site for such calendar year shall be reduced by the initial EAV

Cunningham Avenue (U.S. Route 45);

- (b) to provide assistance to the Developer in connection with the Developer's preparation of an access and traffic circulation plan for the Development Project Site and the related Design Proposal for the Private Development Project;
- (c) to complete the review of the Design Proposal submitted to the City in accordance with Section 4.1 of this Agreement in accordance with the requirements therefore within thirty (30) days of the date that such completed Design Proposal is submitted to the City and to either approve the Design Proposal or provide a written description of the reasons that the Design Proposal has not been approved; and
- (d) provided the Developer has submitted a completed application for a special use permit as required under Section 4.1 hereof and that the Design Proposal has been approved by the City (which such approval shall not be unreasonably denied, withheld or delayed), the appropriate staff of the City shall further recommend approval of the Private Development Project to the Plan Commission of the City at a meeting of such Plan Commission to be held at the earliest possible date following the publication of any legally required notice of such meeting.
- section 3.3. City's Covenant to Amend the Redevelopment Plan. The City hereby represents that under and pursuant to Section 11-74.4-3(n) of the TIF Act, the City has the power to extend the estimated date of completion of the Redevelopment Projects and retirement of obligations issued to finance Eligible Redevelopment Project Costs from December 31, 2010 to December 31, 2022, the latter date being in the year in which payment to the Comptroller of the City is to be made with respect to Incremental Property Taxes levied in the thirty-fifth calendar year after the year in which the TIF Ordinances initially approving the Redevelopment Project Area was adopted. The City hereby covenants and agrees with the Developer that it shall undertake such actions as maybe necessary or required under the TIF Act to amend the Redevelopment Plan in order to extend the estimated date of completion of the Redevelopment Projects and the retirement of obligations issued to finance Eligible Redevelopment Project Costs to such date as shall occur on or after the expiration of the term of this Agreement.

<u>Activity</u>	Completion Date
Acquire fee simple title to "Tract A" of the Development Project Site	March 1, 2005
Acquire fee simple title to "Tract B" of the Development Project Site (but only if the Developer determines to make such acquisition and include "Tract B" as a part of the Development Project Site)	March 1, 2006
Submit Design Proposal and related application for Special Use Permit	May 1, 2006
Demolition and Site Preparation of Development Project Site	March 1, 2007
Building Permit – Phase 1	December 1, 2006
Construction – Phase 1	June 1, 2008
Construction - Remainder of Private Development Project	November 1, 2009

During the progress of the Private Development Project, the Developer and the Chief Administrative Officer of the City (the "CAO") may authorize such changes to the proposed uses of the Private Development Project as shown on the Design Proposal or any aspect thereof as may be in furtherance of the general objectives of the Redevelopment Plan and this Agreement and as site conditions or other issues of feasibility may dictate or as may be required to meet the reasonable requests of prospective tenants or as may be necessary or desirable in the sole discretion of the Developer and the CAO to enhance the economic viability of the Private Development Project; provided, however, that the Developer shall not make any material change to the proposed uses of the Private Development Project as shown on the Design Proposal, whether individually with respect to any phase or in the aggregate, without the advance written consent of the City.

Section 4.3. <u>Compliance with Agreement and Laws During Development</u>. The Developer shall at all times undertake the Private Development Project in conformance with this Agreement and all applicable federal and state laws, rules and regulations, including all subdivision, zoning, environmental or other ordinances of the City. Any agreement of the Developer related to the rehabilitation, reconstruction, repair or remodeling of the Private Development Project with any contractor, subcontractor or any other party or parties to any such agreements shall, to the extent

such Developer in connection with this Agreement, including the acquisition, construction or installation of the Private Development Project, whether or not suit is filed.

Section 4.7. Continuing Compliance with Laws. The Developer agrees that upon completion and in the continued use, occupation, operation and maintenance of the Private Development Project or any part thereof thereafter, the Developer will comply with all applicable federal and state laws, rules, regulations and ordinances of the City.

Section 4.8. Real Estate Tax Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general real estate taxes, and all applicable interest and penalties thereon, that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Development Project Site. The Developer, including any others claiming by or through it, hereby covenants and agrees not to file any application for property tax exemption for any part of the Development Project Site under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Development Project Site upon which the Private Development Project is located and shall be in full force and effect until December 31, 2030, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Development Project Site the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 4.7 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own

disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 5.3. <u>Time of Payment</u>. Upon the approval of any of the applicable Requisitions as set forth in Section 5.2 above, the City shall pay or reimburse each of the applicable annual Reimbursement Amounts to the Developer within thirty (30) days after the receipt by the City of the applicable Requisition or the last installment of the Incremental Property Taxes during that calendar year, whichever is later.

Section 5.4. Shortfalls. If any Requisition is not paid or reimbursed in full in any calendar year due to any of the limitations specified for Reimbursement Amounts in Section 3.1(a) hereof, the entire amount of any Requisition remaining to be paid shall accrue and, subject to and in accordance with the payment procedures set forth in this Article V, shall be paid, if at all, as a part of any applicable annual Reimbursement Amounts which becomes due and payable or reimbursable in the immediately following calendar year or years for which any such payment or reimbursement is to be made as specified in subsection (c) of Section 3.1 hereof.

ARTICLE VI DEFAULTS AND REMEDIES

Section 6.1. <u>Defaults - Rights to Cure</u>. Failure or delay by either party to timely perform any material term or provision of this Agreement shall constitute a default under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default specifying the default complained of. Except as required to protect against immediate, irreparable harm, the party asserting a default may not institute proceedings against the other party until thirty (30) days after having given such notice. If such default is cured within such thirty (30) day period, the default shall not be deemed to constitute a breach of this Agreement. If the default is one which cannot reasonably be cured within such

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1. Conditions Precedent. The agreements, obligations and undertakings of the City as set forth in this Agreement are expressly contingent upon the Developer having completed each "Activity" described in Section 4.2 of this Agreement on or before the "Completion Date" specified in such Section 4.2, at a total cost of not less than \$7,000,000.00 for the entire Private Development Project as completed. If the Developer shall fail to provide to the City evidence of such completion or shall otherwise fail to demonstrate that it has fulfilled its obligations in connection with each "Activity" on or before the applicable "Completion Date" within ten (10) days following written notice of such failure from the City to the Developer, the City shall have no further obligations under this Agreement and this Agreement shall thereupon automatically terminate and be of no force or effect.

Section 7.2 Entire Contract and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

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Section 7.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 7.4. <u>Counterparts</u>. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or

shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this

Agreement.

Section 7.8. Cooperation and Further Assurances. The City and the Developer covenant

and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and

delivered, such agreements, instruments and documents supplemental hereto and such further acts,

instruments, pledges and transfers as may be reasonably required for the better assuring,

mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the

Developer or other appropriate persons all and singular the rights, property and revenues

covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this

Agreement.

Section 7.9. Notices and Communications. All notices, demands, requests or other

communications under or in respect of this Agreement shall be in writing and shall be deemed to

have been given when the same are (a) deposited in the United States mail and sent by registered or

certified mail, postage prepaid, return receipt requested, (b) personally delivered, (c) sent by a

nationally recognized overnight courier, delivery charge prepaid or (d) transmitted by telephone

facsimile, telephonically confirmed as actually received, in each case, to the City and the Developer

at their respective addresses (or at such other address as each may designate by notice to the other),

as follows:

(i) In the case of the Developer, to:

Five Points Realty, LLC 102 East Main Street

Urbana, IL 61801

Attn: Joseph A. Petry

Tel: (217) 333-4260

(ii) In the case of the City, to:

City of Urbana, Illinois

400 South Vine Street

Urbana, IL 61801

Attn: Chief Administrative Officer

Tel: (217) 384-2455 / Fax: (217) 384-2363

Section 7.15. <u>Term</u>. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect until December 31 of the calendar year in which the last payment or reimbursement obligation of the City becomes due and payable to the Developer under subsection (c) of Section 3.1 of this Agreement; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Sections 4.6 and 4.8 of this Agreement shall be and remain in full force and effect in accordance with the express provisions of each such Section and the City's obligations under Section 3.2 of this Agreement shall be and remain in full force and effect for the term specified in the Parking Agreement.

EXHIBIT A

Description of Development Project Site

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

LOT 1 OF SHELBY'S REPLAT OF PART OF LOTS 1, 2, 3, 4, 5 AND 6 OF THE BELLE BARR SURVEY, SITUATED IN THE CITY OF URBANA, AS PER PLAT RECORDED IN PLAT BOOK "AA" AT PAGE 218, AS DOCUMENT 88 R 13872, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

TRACT 2:

A TRACT OF LAND BEING PART OF LOT 32 OF HIRAM SHEPHERD'S ADDITION TO URBANA, AND A PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF LOT 32 OF HIRAM SHEPHERD'S ADDITION TO THE CITY OF URBANA, AND 169.2 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST A DISTANCE OF 100 FEET, THENCE SOUTH TO THE NORTH LINE OF UNIVERSITY AVENUE, THENCE EAST ALONG THE NORTH LINE OF UNIVERSITY AVENUE TO THE WEST LINE OF THE CUNNINGHAM AVENUE (U.S. ROUTE 45) RIGHT OF WAY, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF THE CUNNINGHAM AVENUE RIGHT OF WAY TO A POINT ON SAID WEST LINE 169.2 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE WEST TO THE POINT OF BEGINNING;

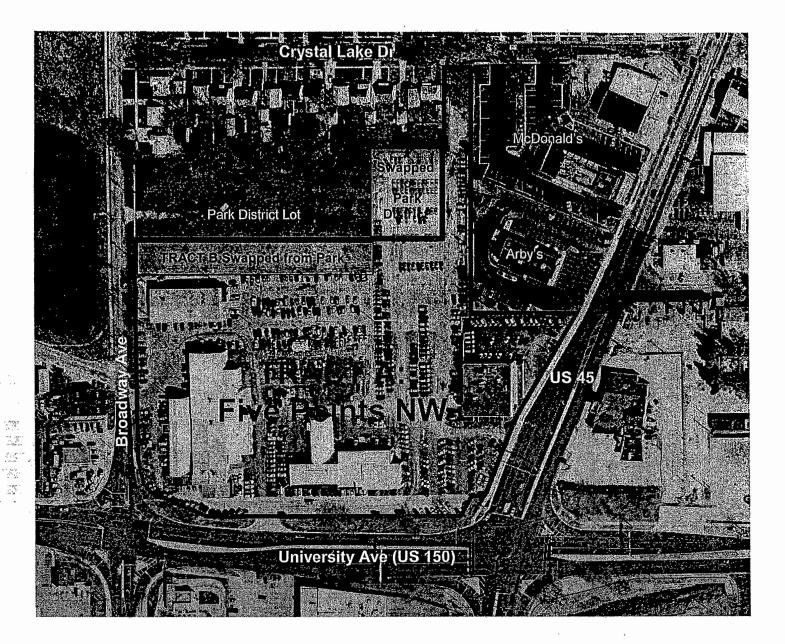
EXCEPTING THEREFROM (SHOULD BE "SUBJECT TO") THAT PART OF LOT 32 GRANTED TO THE STATE OF ILLINOIS IN DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED FEBRUARY 6, 2001, AS DOCUMENT 2001 R 2553, IN CHAMPAIGN COUNTY, ILLINOIS.

TRACT 3

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF LOT 32 IN HIRAM SHEPHARD'S ADDITION TO THE CITY OF URBANA WITH A LINE WHICH IS 169.20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 32 AND THE EASTERLY LINE OF LOTS 31, 28 AND 27 IN SAID HIRAM SHEPHERD'S ADDITION, TO THE POINT OF INTERSECTION WITH A LINE WHICH IS MIDWAY BETWEEN THE NORTH BOUNDARY AND THE SOUTH BOUNDARY OF SAID LOT 27; THENCE WESTERLY ALONG SAID CENTERLINE OF LOT 27 TO A POINT IN THE WEST LINE OF SAID LOT, SAID POINT BEING IN THE WEST LINE OF HIRAM SHEPHERD'S ADDITION AFORESAID: THENCE NORTH ALONG SAID WEST LINE TO A POINT IN THE SOUTH LINE OF CRYSTAL LAKE PARK ADDITION TO URBANA; THENCE WEST ALONG SAID SOUTH LINE TO A POINT OF INTERSECTION WITH A LINE WHICH IS 183 FEET WEST OF AND PARALLEL WITH THE SAID WEST LINE OF HIRAM SHEPHERD'S ADDITION; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT WHICH IS 169.20 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE TO THE POINT OF BEGINNING, EXCEPTING FROM SAID DESCRIBED PREMISES SUCH PARTS, IF ANY, LYING SOUTH OF THE NORTH LINE OF LOT 5 AND ITS EASTERLY AND WESTERLY EXTENSION THEREOF OF BELLE BARR'S SURVEY OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8:

ALSO EXCEPTING THEREFROM (SHOULD BE "SUBJECT TO") THOSE PARTS OF LOT 32 HERETOFORE GRANTED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, AS SHOWN IN DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES, DATED JUNE 20, 1933 AND RECORDED JUNE 22, 1933, IN BOOK 229, PAGE 208 AS DOCUMENT 263138;



Five Points Northwest Location Aerial Map



Subject Site



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