



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor
FROM: Elizabeth H. Tyler, FAICP, Director, Community Development Services
DATE: May 9, 2013
SUBJECT: An Ordinance Approving a Redevelopment Agreement First Amended and Restated with Cake Design Development LLC (206, 208, 210 West Main Street)

Introduction and Background

The City of Urbana has been approached by Matt Cho with Cake Design Development LLC regarding interest in adding a third phase to the renovation of the two buildings at 206, 208, 210 West Main Street, generally located on the north side of Main Street between Corson Music's Guitar Store and Siam Terrace, for the purpose of renovating the second floor of 208 West Main Street. This upper floor, referred to as 210 West Main, was sealed off over two decades ago and has remained vacant to this day. Mr. Cho has requested an amended redevelopment agreement with the City (Exhibit A Draft Ordinance with Attached Agreement) to assist with his plans to renovate 210 West Main for the purpose of attracting creative industry business tenants. Mr. Cho has identified multiple prospective tenants in these fields; however additional TIF incentive is required to facilitate this proposed project and to finalize pending leases on the property.

The proposed project includes the renovation of the second story of the building to accommodate complimentary office uses in either co-work or traditional leasing arrangements. Mr. Cho has made sufficient progress in leasing the ground floor co-working space at 206 West Main Street and is currently unable to accommodate all of his prospective tenants with the space available. Renovating the upper story will allow Mr. Cho to secure leases for the new, upper story office and thereby attract and retain new creative industry employees in Downtown Urbana. One prospective tenant in particular would require a significant portion of the proposed upper story renovation. This newly renovated space will be physically connected to the restaurant and multipurpose space at 208 West Main Street. The project cost for this new phase is estimated at approximately \$290,000; the total project cost, combining those phases approved as part of the original Redevelopment Agreement with Cake Design Development LLC, is estimated at approximately \$1,040,000, including approximately \$630,000 in physical improvements.

The project will be consistent with the planning framework established by the applicable City plans covering this area. The subject property is currently zoned B-4 Central Business, which permits by-right the proposed uses. Additionally, the Tax Increment Finance District #1 plan specifically identifies the rehabilitation of buildings along Main Street as a priority for private development assistance. The renovation of the existing building and the proposed use is also consistent with the goals and objectives outlined in the 2012 Downtown Urbana Plan. Finally, the proposed uses are consistent with the needs identified by the survey results and findings of the 2011 Downtown Market Study.

Discussion

The attached ordinance approves an amendment and restatement of the Redevelopment Agreement with Cake Design Development LLC for property located at 206, 208, and 210 West Main Street (Exhibit B Location Map). The original development agreement was approved by Council on December 17th, 2012 (Ordinance No. 2012-12-110). The proposed amended agreement provides for City assistance through TIF 1 and TIF 2 to facilitate the renovation of the vacant and underutilized second floor space referred to as 210 West Main Street in addition to restating the conditions of the original agreement. The proposed Phase III of the project will commence immediately upon final approval and the total project completion date remains unchanged as no later than December 31, 2013.

The proposed Phase III at 210 West Main Street will establish creative office and co-work whose employees will interact synergistically with the creative co-work space at 206 West Main Street and the restaurant/café at 208 West Main Street. When fully realized, all three phases of the redevelopment are expected to create a mix of local artists, designers, entrepreneurs, who will collaborate in their work, host meetings, events and performances in both public and private areas of the building, patronize the kitchen/café, and draw clients and customers to patronize the greater downtown. More information on the project is available as part of the redevelopment overview (Exhibit C).

As part of his due diligence for the project, Mr. Cho has retained a local architect to perform the design of the second story space who has already held preliminary discussions with City staff. In addition, Cake Design Development intends to expand upon contracts with many of the construction professionals who are currently working on the renovation for Phases I and II in order to realize cost savings and accelerate the progress of the project.

There are several items of note in the amended agreement. Mr. Cho has requested TIF assistance to improve the financial feasibility of the project. Section 4.1 of the draft agreement provides for a reimbursement of 20% of eligible redevelopment project costs up to a maximum of \$70,000 for the original Phases I and II of the project. The amended agreement adds an additional provision for a reimbursement of 20% of eligible redevelopment project costs up to a maximum of \$56,000 for the newly proposed Phase III.

While rebates on incremental property taxes are generally a preferred method of City support for redevelopment agreements, that method of support is not available in this case as the incremental property taxes directly attributable to the project will not be available until shortly before the expiration of TIF 1 in 2016. It is important to note that, as with the original agreement, this incentive is in the form of a reimbursement as a percentage of eligible redevelopment project costs, so the developer will need to make renovations and submit reimbursement requests to the City following those improvements. To further protect the City, Section 4.1 and Section 6.3 state that before payments can be made to the developer, the City must approve all requisitions, and the developer must achieve substantial completion of the project as evidenced by the issuance of a certificate of occupancy. The City will make available up to \$35,000 upon the issuance of a certificate of occupancy for Phase I of the project with the balance of the \$70,000 being made available upon the issuance of a certificate of occupancy for Phase II. The City will make available up to \$56,000 upon the issuance of a certificate of occupancy for Phase III of the project.

Included in the Council packet as a separate item is a budget amendment for the additional \$56,000 reimbursement made possible by this first amended and restated redevelopment agreement. If the developer were to realize the full \$126,000 reimbursement, it is estimated that the City will recoup its investment in this development in approximately seven years, which is the same time frame as that of the original agreement.

Fiscal Impact

The costs associated with this redevelopment agreement will be realized by TIF 1 and TIF 2. As has been mentioned above, the maximum TIF reimbursement to the developer over the life of the agreement is up to \$126,000. Due to the expiration of TIF 1 in 2016, the TIF will not recoup its investment in the proposed project; however the purpose of TIF will be fulfilled by facilitating investment, re-occupancy, and positive business activity in the area. While the TIF itself will not recoup its investment, the anticipated property tax generated directly by this project for all taxing entities is expected to reach the break-even point in approximately seven years. In addition, the total project is expected to produce over \$50,000 sales tax over the same five year period.

Aside from the direct fiscal impact, the proposed job creation, the positive activity generated in the area, the reuse of two underutilized buildings, and the renovation of second story space that has been vacant for over two decades in the heart of downtown will have a positive impact to the local economy and the vibrancy of Downtown Urbana.

Options

1. Approve the first amended and restated redevelopment agreement ordinance and budget amendment ordinance as presented
2. Approve the first amended and restated redevelopment agreement ordinance and budget amendment ordinance with changes. It should be noted that any changes will need to be agreed upon by the developer.
3. Deny the first amended and restated redevelopment agreement ordinance and budget amendment ordinance.

Recommendation

The positive fiscal impact, the prospect of job creation, the generation of positive activity in downtown, the reuse of a chronically underutilized second story space, and the ability to further the various City plans that support this project indicate that this agreement is a benefit to the City and TIF District #1.

Staff recommends that the City Council approve the attached first amended and restated redevelopment agreement ordinance and accompanying budget amendment ordinance.

Prepared by:



Brandon S Boys, Redevelopment Specialist

Attachments:

- Exhibit A: Draft Ordinance with Agreement
- Exhibit B: Location Map
- Exhibit C: Redevelopment Overview

Exhibit A

ORDINANCE NO. 4235/27/264

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FIRST AMENDEND
AND RESTATED WITH CAKE DESIGN DEVELOPMENT LLC
(206, 208, and 210 West Main Street – Matt Cho)

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

Section 1. That a Redevelopment Agreement First Amended and Restated Between the City of Urbana and Cake Design Development LLC in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby 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 ____ day of _____, 2013.

AYES:

NAYS:

ABSTAINS:

Phyllis Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2013.

Laurel Lunt Prussing, Mayor

**REDEVELOPMENT AGREEMENT
FIRST AMENDED AND RESTATED**

by and between the

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

and

CAKE DESIGN DEVELOPMENT LLC

Dated as of May 1, 2013

Document Prepared By:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

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EXHIBIT LIST

EXHIBIT A	Description of Property
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REDEVELOPMENT AGREEMENT
FIRST AMENDED AND RESTATED

THIS REDEVELOPMENT AGREEMENT FIRST AMENDED AND RESTATED (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of May 1, 2013, 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 **Cake Design Development LLC**, an Illinois limited liability company (the “**Developer**”). This Agreement shall become effective upon the date of the last of the City and the Developer to execute and date this Agreement and deliver it to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (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 a series of ordinances (Ordinance Nos. 8081-61, 8081-62 and 8081-63 on December 22, 1980) including as supplemented and amended by certain ordinances (Ordinance No. 8637 on October 6, 1986, Ordinance No. 9394-100 on May 16, 1994, Ordinance No. 2003-12-148 on December 15, 2003, and Ordinance No. 2004-09-132 on October 4, 2004) (collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Urbana Downtown Tax Increment Redevelopment Project Area (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 the Property (as defined below) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below); and

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

WHEREAS, the Developer is unwilling to acquire the Property (as defined below) and to undertake the Project (as defined below) without certain tax increment finance incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist the Developer in the manner set forth herein in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“City Comptroller” means the City Comptroller of the City, or his or her designee.

“Corporate Authorities” means the City Council of the City.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with Phase I, Phase II and Phase III of the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q)(3) of the TIF Act, including the rehabilitation, reconstruction, repair or remodeling of the existing buildings, fixtures and improvements upon the Property.

“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, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real estate within the Redevelopment Project Area over the equalized assessed value of each taxable lot, block, tract or parcel of real estate within the Redevelopment Project Area which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the City Comptroller for deposit by the City 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.

“Project” means, collectively, the rehabilitation, reconstruction, repair or remodeling of the existing buildings, fixtures and improvements upon the Property to provide space: (i) for a downtown kitchen and café upon the first floor of that part of the Property commonly known as 208-210 W. Main Street, Urbana, Illinois (**“Phase I”**); (ii) for a studio/co-workspace for local designers upon the first floor of that part of the Property commonly known as 206 W. Main Street, Urbana, Illinois (**“Phase II”**) and (iii) for a studio/office for persons employed in creative industries on the second floor of that part of the Property commonly known as 208 W. Main Street, Urbana, Illinois (**“Phase III”**).

“Project Commencement Date” means, as applicable, January 15, 2013, the date on or before which construction of Phase I and Phase II of the Project is to commence, and May 21, 2013, the date on which Phase III of the Project is to commence.

“Property” means, collectively, the real estate consisting of the parcel or parcels legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

“Reimbursement Amount” means the amount to be reimbursed or paid from the Fund to the Developer by the City under and pursuant to Section 4.1 of this Agreement.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

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

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

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

(b) **Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(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 City’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that any and all 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. Representations and Warranties of the Developer. 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 company, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(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 manager. 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 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 or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) **Consents and Approvals.** No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) **Maintenance of Existence.** During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as an Illinois limited liability company.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied,

including, without limitation, any implied warranty of fitness for a particular purpose or 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
CONDITIONS PRECEDENT TO THE UNDERTAKINGS
ON THE PART OF THE DEVELOPER AND THE CITY

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon each of the following:

- (1) The Developer shall have acquired fee simple title to the Property; and
- (2) The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the “**City Codes**”), it being understood that the City in its capacity as a municipal corporation has discretion to approve the Project.
- (3) The Developer shall duly have entered into a lease agreement for all or part of Phase III of the Project with a tenant who is employed or employs persons employed in creative industries for a term of at least two (2) years.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer has satisfied the conditions set forth above in connection with Phase I and Phase II of the Project. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the applicable Project Commencement Date in connection with Phase III of the Project, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement insofar as it may be applicable to Phase III of the Project by giving written notice thereof to the Developer. In the event of such termination, this Agreement insofar as it may be applicable to Phase III of the Project shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
CITY’S COVENANTS AND AGREEMENTS

Section 4.1. City’s TIF Funded Financial Obligations. The City shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid and the approval thereof by the City in accordance with Article VI of this Agreement, the City, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund the **Reimbursement Amount** related to Project at the Property as follows:

Upon the substantial completion of Phase I and Phase II of the Project as evidenced by the issuance by the City of a certificate of occupancy for each such phase of the Project, the City shall pay or reimburse the Developer an amount equal to twenty percent (20%) of the Eligible Redevelopment Costs up to a maximum of Seventy Thousand Dollars (\$70,000) for both such phases. Upon the substantial completion of Phase III of the Project as evidenced by the issuance by the City of a certificate of occupancy for Phase III of the Project, the City shall pay or reimburse the Developer an amount equal to twenty percent (20%) of Eligible Redevelopment Costs up to a maximum of Fifty-Eight Thousand Dollars (\$58,000.00) for such Phase III. Such payment or reimbursement shall be paid at the time and in accordance with Section 6.3 of this Agreement.

Section 4.2. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payment of the Reimbursement Amount to be paid or reimbursed by the City is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the Redevelopment Project Area and this Agreement.

ARTICLE V **DEVELOPER'S COVENANTS**

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to commence Phase I and Phase II of the Project on or before the applicable Project Commencement Date for Phase I and Phase II and to have Phase I and Phase II of the Project completed on or before December 31, 2013. The Developer covenants and agrees to commence Phase III of the Project on or before the applicable Project Commencement Date for Phase III and to have Phase III of the Project completed on or before December 31, 2013. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable City Codes, and, to the extent applicable, the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) of the State of Illinois. Any agreement of the Developer related to the Project with any contractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

Section 5.3. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Property, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.4. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property 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 Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2037, 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 Property, 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 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon the Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The City and the Developer agree that the Eligible Redevelopment Project Costs constituting the Reimbursement Amount shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The City and the Developer intend and agree that the Reimbursement Amount shall be disbursed by the City Comptroller for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The City hereby designates the City Comptroller as its representative to coordinate the authorization of disbursement of the Reimbursement Amount for the Eligible Redevelopment Project Costs. Payments to the Developer of the Reimbursement Amount for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a “**Requisition**”) submitted by the Developer upon completion of the Eligible Redevelopment Project Costs which have been incurred and paid. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The City Comptroller shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after

receipt thereof. No such approval shall be denied except on the basis that (i) all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; (ii) any subsequent amendment of the TIF Act or any subsequent decision of a court of competent jurisdiction makes any such payment to not be authorized; or (iii) a "Default" under Section 7.1 of this Agreement by the Developer has occurred and is continuing.. If a Requisition is disapproved by such City Comptroller, the reasons for 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, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay:

(a) up to the first \$35,000 of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of the approval of any such Requisitions; or (ii) the date of substantial completion of Phase I of the Project as provided in Section 4.1 of this Agreement, whichever date in clause (i) or clause (ii) is later;

(b) up to the next \$35,000 of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of the approval of any such Requisitions; or (ii) the date of substantial completion of Phase II of the Project as provided in Section 4.1 of this Agreement, whichever date in clause (i) or clause (ii) is later; and

(c) up to the \$58,000 balance of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of approval of any such Requisitions; or (ii) the substantial completion of Phase III of the Project as provided in Section 4.1 of this Agreement, whichever date in clause (i) or clause (ii) is later.

ARTICLE VII **DEFAULTS AND REMEDIES**

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 7.1 shall constitute a "**Default**" under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement;

By the City:

(1) The failure by the City to pay the Reimbursement Amount which becomes due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 7.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of an Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of an Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of an Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the City to pay any Annual Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the City, any such failure shall not be deemed to be a Default or a Breach on the part of the City.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or an Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in

which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII
RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a Default or Breach by any party under this Agreement, or (ii) for the payment of any Annual Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature

whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with (i) any of the Developer's obligations under or in connection with this Agreement, (ii) the Project, and (iii) the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

Section 9.1. Entire Agreement 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.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any 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 9.3. Counterparts. 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.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged. The City pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. 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 9.8. 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:
Cake Design Development LLC
506 West High Street
Urbana, IL 61801
Attn: Matthew Cho
Tel: (____) ____-____ / Fax: (____) ____-____
- (ii) In the case of the City, to:
City of Urbana, Illinois
400 South Vine Street
Urbana, IL 61801
Attn: Community Development Director
Tel: (217) 384-2439 / Fax: (217) 384-0200

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer

and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate upon the date that the Reimbursement Amount is paid to the Developer in accordance with Section 6.3 of this Agreement, provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.4 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Recordation of Agreement. Either party may record this Agreement or a Memorandum of this Agreement in the office of the Champaign County Recorder at any time following its execution and delivery by both parties.

Section 9.15. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

[Signature page immediately following this page]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**CITY OF URBANA, CHAMPAIGN COUNTY,
ILLINOIS**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

CAKE DESIGN DEVELOPMENT LLC

By: _____
Its Manager

Date: _____

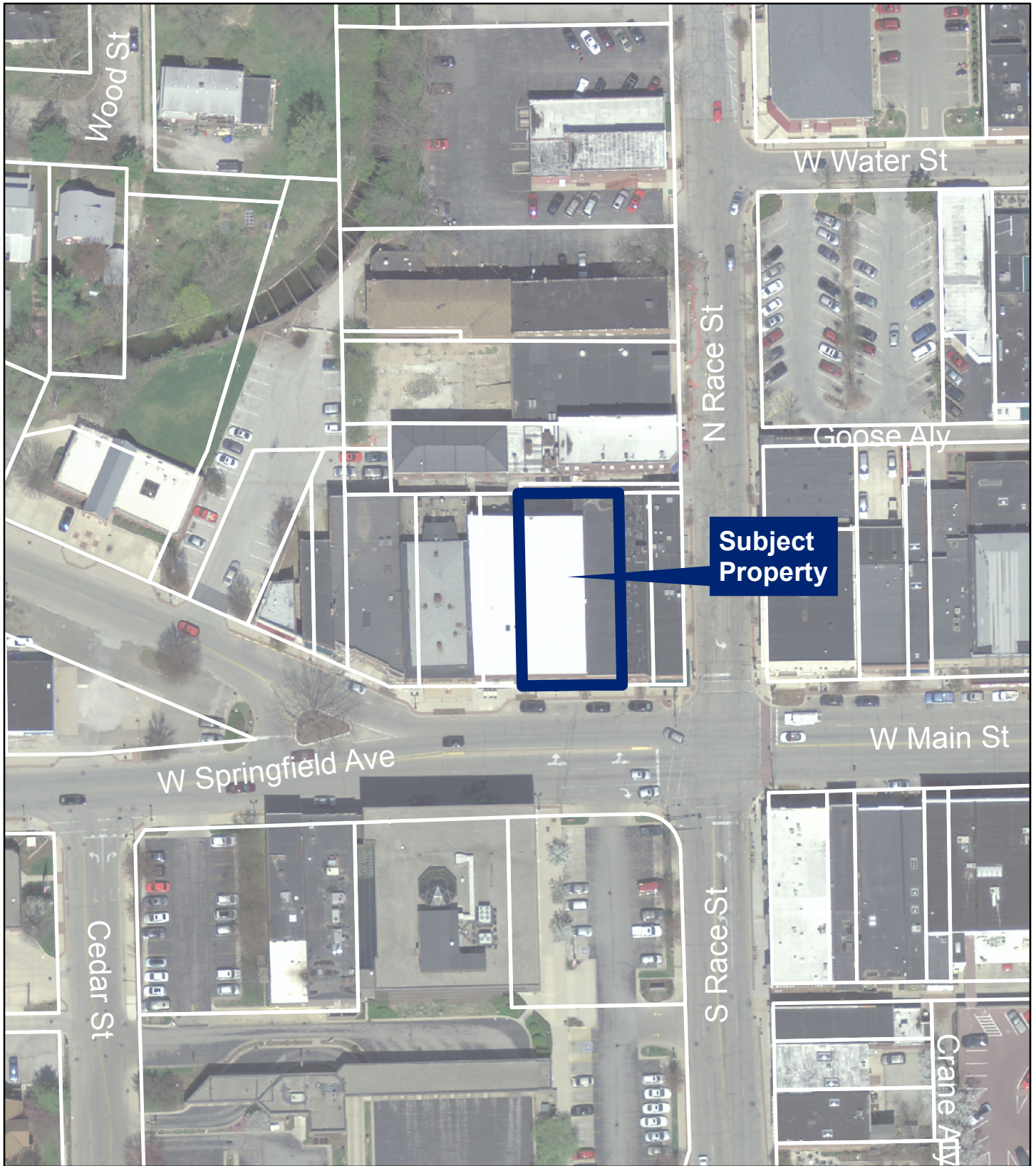
[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

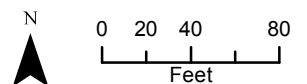
Description of Property

Lots Three (3), Four (4) and Five (5) of Hooper and Park's Addition (otherwise known as Wm. M. Hooper and Wm. Park's Addition, also as Wm. M. Hooper's Addition) to the Town (now City) of Urbana, as per Plat recorded in Deed Record "F" at page 520 in Champaign County, Illinois.

Exhibit B: Location Map



206, 208 W Main Street



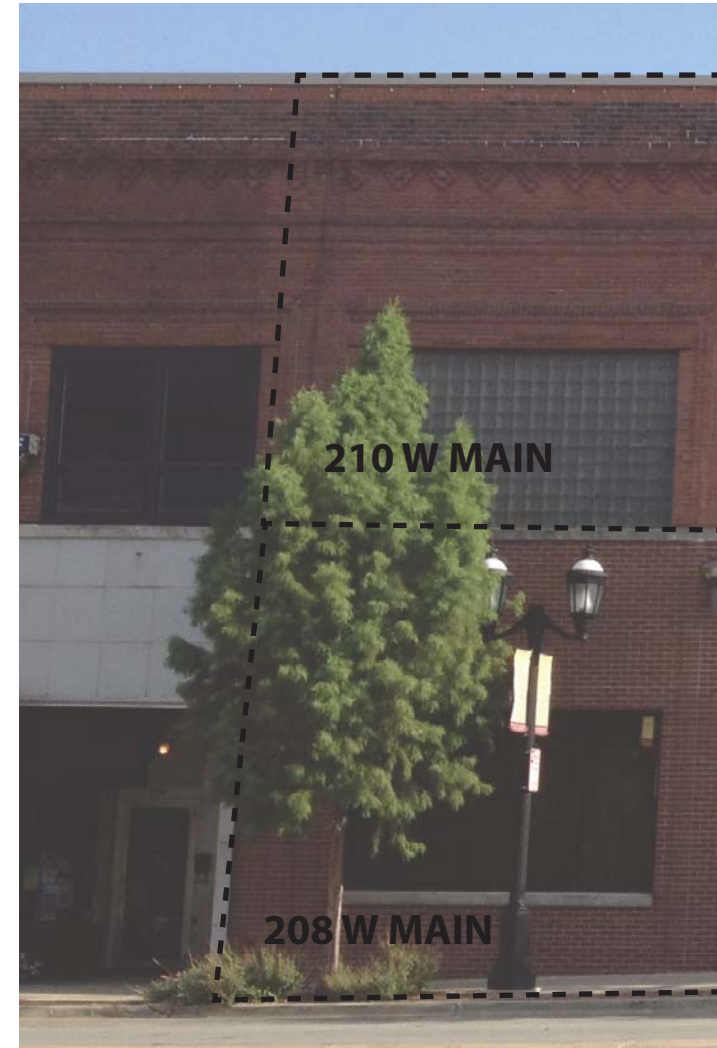
downtown redevelopment & expansion potential

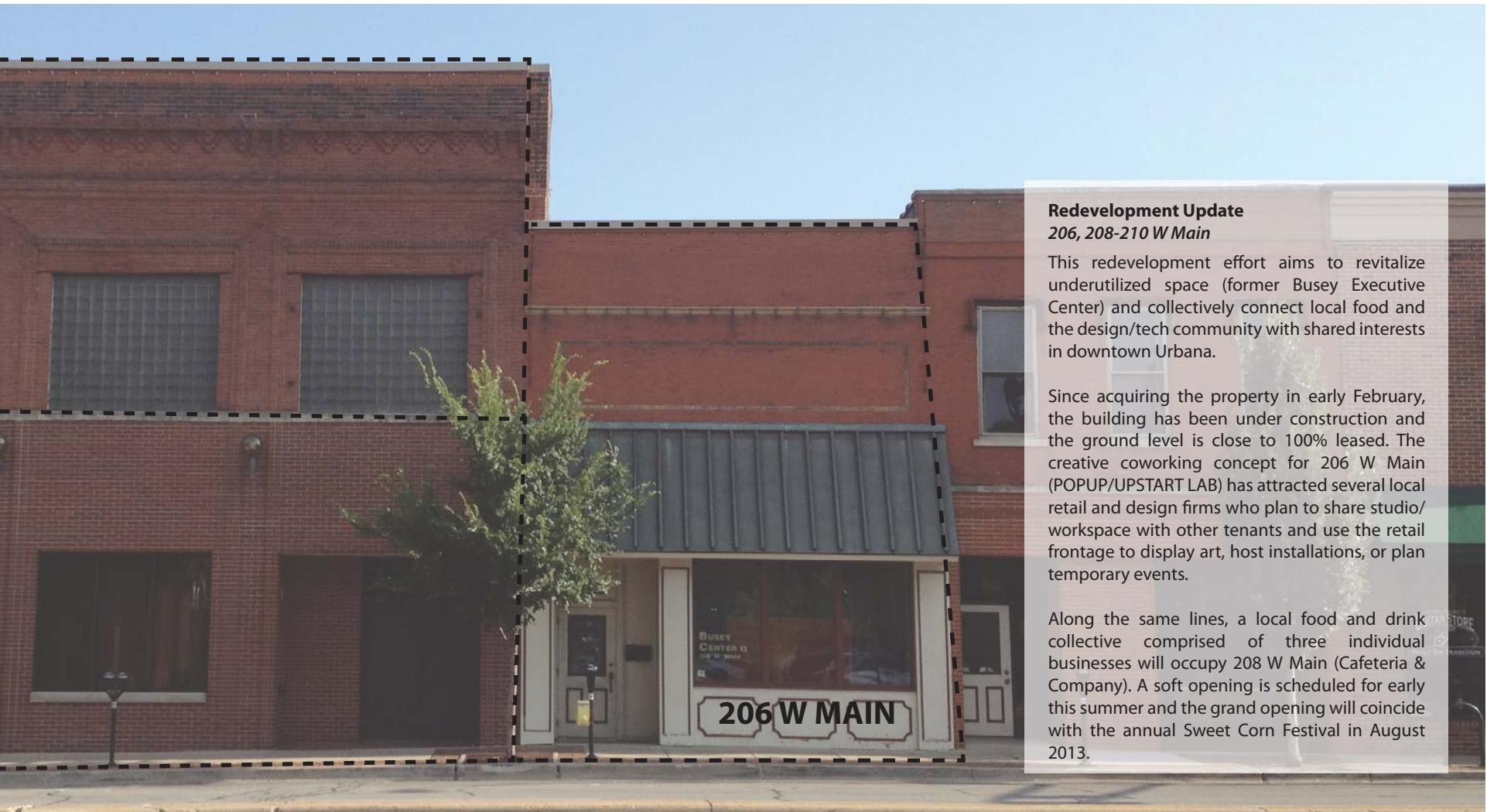
May 2013

206, 208-210 W. Main Street
Urbana, IL 61801



photo: google aerial view





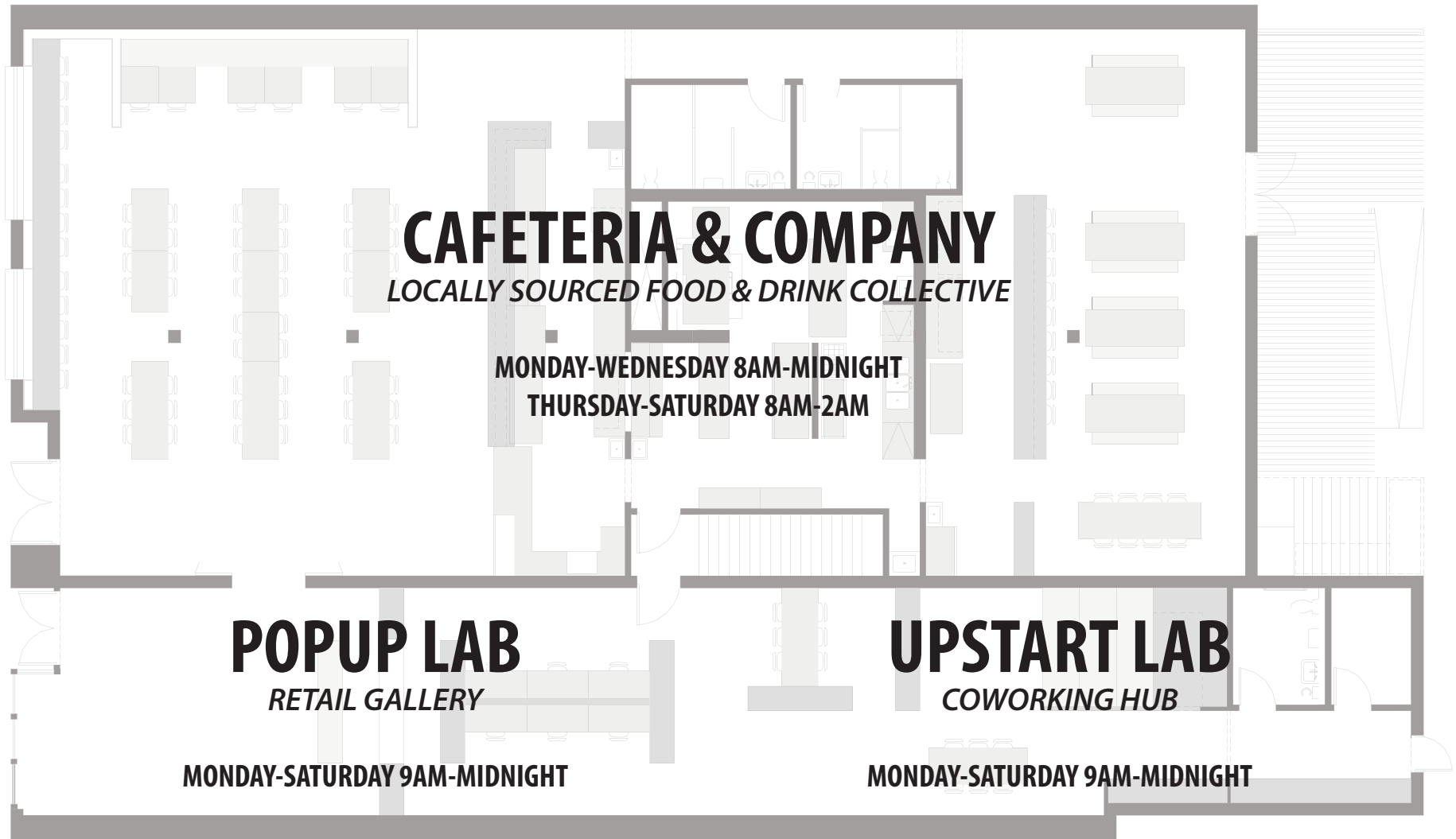
Redevelopment Update
206, 208-210 W Main

This redevelopment effort aims to revitalize underutilized space (former Busey Executive Center) and collectively connect local food and the design/tech community with shared interests in downtown Urbana.

Since acquiring the property in early February, the building has been under construction and the ground level is close to 100% leased. The creative coworking concept for 206 W Main (POPUP/UPSTART LAB) has attracted several local retail and design firms who plan to share studio/workspace with other tenants and use the retail frontage to display art, host installations, or plan temporary events.

Along the same lines, a local food and drink collective comprised of three individual businesses will occupy 208 W Main (Cafeteria & Company). A soft opening is scheduled for early this summer and the grand opening will coincide with the annual Sweet Corn Festival in August 2013.

photo: street level view





cafeteria & co., pizza m



cafeteria & co., flying coffee machine



cafeteria & co., late night with...



upstart lab, urbana land arts



upstart lab, norden



popup lab, autumn berry inspired

206/208 W Main, Redevelopment Milestones

February 2013

Financing and closing of property
206 interior demolition
Pizza M (signed tenant)
CUPHD health permit application
Menu/website design

March 2013

208/210 interior demolition
206 storefront removal
206/208 tin ceiling restoration
NORDEN (signed tenant)
Flying Coffee Machine (signed tenant)

April 2013

206/208 interior wall repair, prime, and paint
206/208 tin ceiling prime and paint
Restaurant equipment acquisition (Wines at the Pines)
206 building permit approved
Urbana Land Arts (signed tenant)

May 2013

206 storefront installation
206 MEP, framing, and finishes
206 certificate of occupancy
206 opening



210 W Main, Expansion Potential

There is approximately 5,000sf of prime downtown space that is currently not being utilized on the second floor. In fact, the last known use was for furniture storage in the 1970s. However, due to development and interest surrounding 206/208 Main, the owner has been contacted by the following prospects to discuss the potential of leasing the space.

Potential #1 is a 10-15 person software firm similar in scale with PIXO and has expressed interest in locating to downtown Urbana since August 2012.

Potential #2 is a mobile application developer involved in the early stages of coworking space located in Chicago, IL. This individual is looking for an opportunity to organize training and space to host regular events such as meetups and pitch nights.

Potential #3 includes interest from several home-office based software developers and one to three person web design firms that have all expressed a need for coworking space.



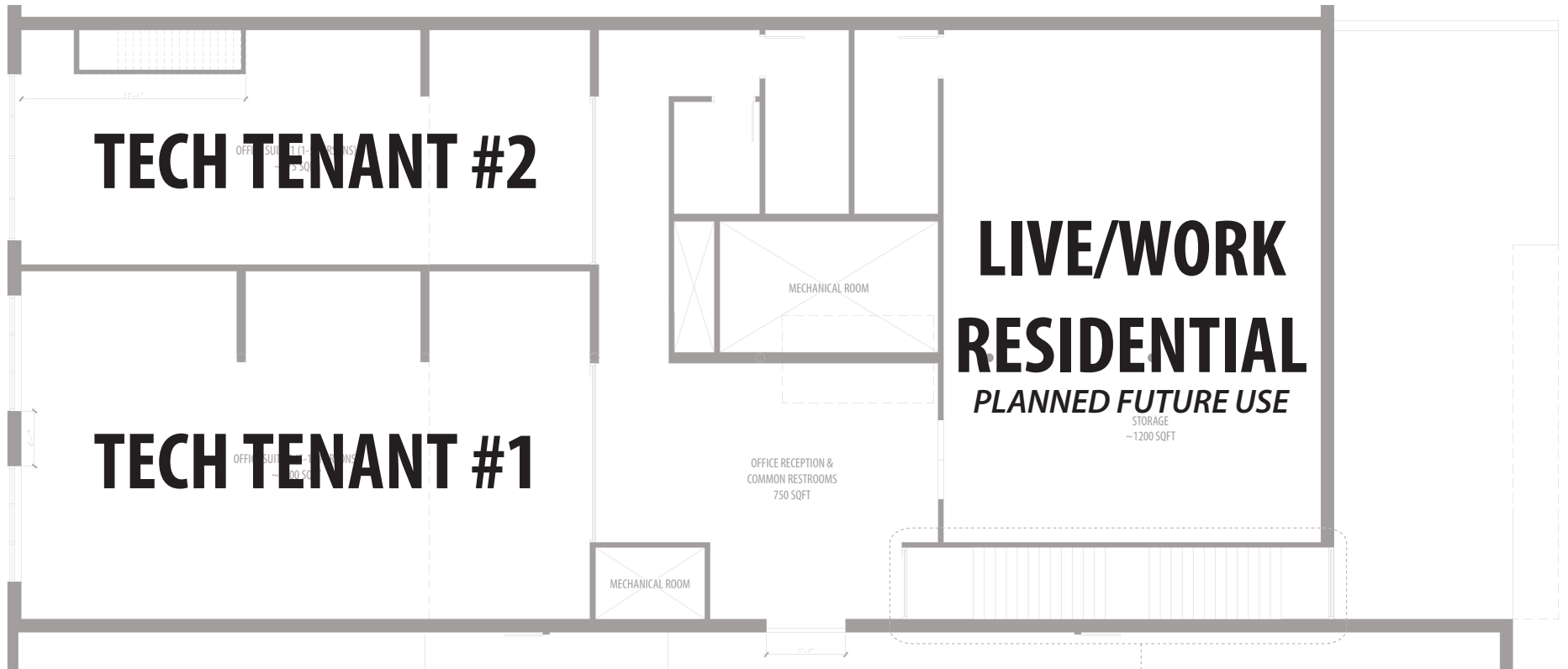


mixed use

While the initial development focused on the ground level (206, 208 W Main), the building owner has an exciting opportunity to redevelop 210 W Main. By accelerating the use of the second floor for an anchor software tenant and smaller startups, both Cafeteria & Co. and POPUP/UPSTART LAB will benefit from increased traffic and interest generated from the mixed uses of food/café, retail/gallery, and software/startup. In addition, the added activity will complement existing downtown initiatives by increasing sale tax revenue and property valuation and only encourage new opportunities for vibrancy as identified in the 2012 Downtown Plan.

Based on initial estimates, it is expected that approximately \$290,000 will be needed to improve the space by August/September 2013. There are also several benefits to realizing this sooner as it makes it less disruptive for the cafe/restaurant space if most of the construction is completed before a customer base is established. In addition, there are substantial cost and time savings by using the same contractors as they can transition to 210 after completing 206/208. Finally, this may be a great opportunity to secure a large anchor software tenant as the firm is also considering moving their operations to Chicago. Retaining a tenant of this scale would not only keep jobs locally, but also potentially attract other software development firms to locate in the heart of downtown.

photo: startup in berlin, germany



Contacts

Owner

Matt Cho
(443) 414-8538
mattcho@gmail.com

Architect

Smith/Burgett
Gary Burgett
(217) 367-8409
gburgett@sbarctx.com

Smith/Burgett
Kim Smith
(217) 367-8409
ksmith@sbarctx.com

City of Urbana

Community Development
Libby Tyler
(217) 384-2439
ehtyler@urbanailinois.us

Community Development
Tom Carrino
(217) 384-2442
trcarrino@urbanailinois.us

Community Development
Brandon Boys
(217) 328-8270
bboys@urbanailinois.us

Cafeteria & Company

Pizza M
Matthew Kitzmiller
(217) 202-1919
matthewkitzmiller@gmail.com

Flying Coffee Machine
Josh Lucas
(217) 493-1550
smokski@gmail.com

POPOP LAB

NORDEN
Johann Rischau, Anna Gutsch
(217) 778-6585
johann@norden-design.com
anna@norden-design.com

Urbana Land Arts
Chris Carl, Meredith Foster
(217) 390-3186
carl2@illinois.edu

ORDINANCE NUMBER 2013-05-043

**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE, FY2012-13
(Redevelopment Agreement First Amended and Restated, Cake Design
Development LLC)**

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2012, and ending June 30, 2013, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: Tax Increment Financing District One Fund	
ADD EXPENSE : Reimbursement, Cake Design Dev.	\$58,000
ADD REVENUE : Transfer from TIF2	\$58,000
FUND: Tax Increment Financing District Two Fund	
ADD EXPENSE : Transfer to TIF1	\$58,000
REDUCE : Fund Balance	\$58,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, _____.

AYES:
NAYS:
ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor