

RESOLUTION NO. 8889-R28

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE URBANA, ILLINOIS DOWNTOWN URBANA
TAX INCREMENT FINANCING DISTRICT TWO REDEVELOPMENT PLAN

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

Section 1. That a contract for private redevelopment pursuant to the Urbana, Illinois Downtown Urbana Tax Increment District Two Redevelopment Plan between the City of Urbana, Illinois and the First National Bank in Champaign Land Trust #5010, Champaign, Illinois, in substantially the form of the copy of said contract 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 is hereby authorized to attest to said execution of said contracts as so authorized and approved for and on behalf of the City of Urbana, Illinois.

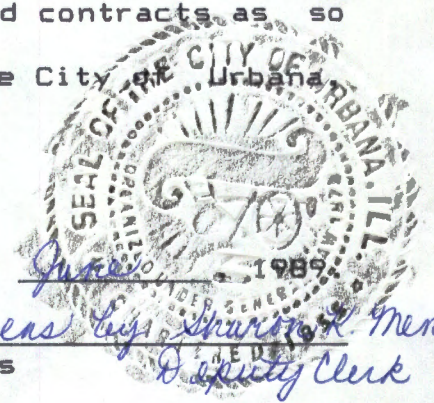
PASSED by the City Council this 5th day of June, 1989.

Ruth S. Brookens
Ruth S. Brookens
City Clerk

Shirley L. Menges
Deputy Clerk

APPROVED by the Mayor this 13th day of June, 1989.

Jeffrey T. Markland
Jeffrey T. Markland
Mayor



C O N T R A C T
FOR PRIVATE REDEVELOPMENT PURSUANT TO
THE URBANA, ILLINOIS DOWNTOWN URBANA TAX INCREMENT
FINANCING DISTRICT TWO REDEVELOPMENT PLAN
BETWEEN THE CITY OF URBANA, ILLINOIS AND THE FIRST NATIONAL
BANK IN CHAMPAIGN LAND TRUST NO. 5010

This Agreement, entered into on or as of the ____ day of _____, 1989, by and between the City of Urbana, Illinois, a municipal corporation (hereinafter called "City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 400 South Vine Street, Urbana, Illinois 61801, and the First National Bank in Champaign Land Trust #5010, (hereinafter called "Redeveloper"), whose address is 30 Main Street, Champaign, Illinois 61820.

W I T N E S S E T H:

Whereas, the City is implementing a course of action for the revitalization of the Redevelopment Project Area known as the Downtown Urbana Tax Increment Financing District Number Two (hereinafter called "TIF Two"), in the City, pursuant to Chapter 24, Section 11-74.4.1, et. seq. of the Illinois Revised Statutes, the "Tax Increment Allocation Redevelopment Act" (hereinafter called the "Act"); and

Whereas, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan which sets forth goals, objectives and concepts by which the development and redevelopment of TIF Two shall be accomplished; and

Whereas, the City deems it necessary to assist said redeveloper with the redevelopment project on a certain site as described in Exhibit A (attached hereto and made a part hereof), using funds deposited in the Special Tax Allocation Fund, in order to realize the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City has determined that the redevelopment of that certain site is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable Federal, State and Local laws.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL OBLIGATIONS OF THE PARTIES HERETO, EACH OF THEM DOES HEREBY COVENANT AND AGREE, as follows:

Section 1: Provision Regarding Real Estate Taxes

A. Definitions of Terms: As used in this agreement the following terms shall have the following meanings:

1. Redevelopment Project -- Means the plans submitted by the redeveloper for the parcel described in Exhibit A.

2. Real Estate Taxes -- Means the ad valorem taxes on real estate and improvements contained within the site described in Exhibit A.

B. Exemption from Property Taxes: The redeveloper covenants for itself, its successors and assigns, and for all successors in interest in the real estate described in Exhibit A that:

1. it shall not apply for, seek, or authorize any exemption from the imposition of real estate taxes on the real estate described in Exhibit A or any portion thereof without first obtaining prior written approval of the City of Urbana; and

2. if the subject parcel (or any part) is conveyed to an entity that is eligible to have such parcel exempted from real estate taxes, then the Fox Development Corporation, an Illinois Corporation, its successors and assigns, shall pay to the City of Urbana the sum of Thirteen Thousand Dollars (\$13,000) which represents the amount of money that the City has expended for demolition, site clearance costs and landscaping for the subject parcel.

C. Duration of the Covenants: It is intended and agreed that the covenant provided for in Section 1-B above shall remain in effect until December 31, 1998.

D. Covenant Running with the Land: It is intended and agreed that the covenant set forth in Section 1-B above shall be a covenant to run with the land described in Exhibit A, and that it shall in any event be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City.

E. Covenant Binding for the Benefit of the City: It is also intended and agreed that the covenant running with the land set forth in Section 1-B above shall in any event, and without regard to technical classification or designation as legal or otherwise, be and to the fullest extent permitted by law and equity binding for the benefit of the City and enforceable by the City against the redeveloper and its successors and assigns.

F. Form of the Covenant: The covenant referred to herein shall be substantially in the form attached hereto and made a part hereof as Exhibit B.

Section 2: City Obligations

The City, without expense to the Redeveloper except as set forth herein, shall, in accordance with the Redevelopment Plan and the Act, provide or secure or cause to be provided or secured the following:

A. **Demolition and Clearance Costs:** The City agrees to provide for the cost of demolition and clearance, not to exceed a cost of Ten Thousand Dollars (\$10,000) of the site described in Exhibit A. This cost shall be provided to the Redeveloper within thirty (30) days after the issuance of the Certificate of Occupancy and after proper documentation of costs have been submitted to the City; provided that all applicable Federal, State and Local laws, codes and procedures have been complied with by the Redeveloper.

B. **Landscaping Costs:** The City agrees to provide the cost of on-site landscaping, not to exceed the Redeveloper's cost for landscaping and not to exceed Three Thousand Dollars (\$3,000). This cost shall be provided to the Redeveloper within thirty (30) days after the issuance of the Certificate of Occupancy and after proper documentation of costs have been submitted to the City; provided that all applicable Federal, State and Local laws, codes and procedures have been complied with by the Redeveloper.

C. Lighting and Security: The City agrees to consider upgrading the lighting for the public areas and pedestrianways adjacent to the site.

Section 3: Redeveloper's Obligations

Redeveloper's Guarantees: In consideration of the performance by the City of its obligations set forth herein, the Redeveloper guarantees to complete the Redevelopment Project by September 30, 1989. Completion of the Redevelopment Project shall be signified by the issuance of a Certificate of Occupancy by the City. Any extensions to the Redevelopment Project completion date must be approved by the City's Director of Community and Economic Development.

IN WITNESS WHEREOF, each party has caused this Contract to be executed by its duly authorized representatives.

CITY OF URBANA, ILLINOIS
A Municipal Corporation

By: _____
Jeffrey T. Markland
Mayor

ATTEST:

Ruth S. Brookens
City Clerk

**FIRST NATIONAL BANK
IN CHAMPAIGN LAND TRUST #5010**

By: _____
Jack L. Simpson
Sr. Vice President
and Trust Office

**FOX DEVELOPMENT CORPORATION
An Illinois Corporation**

By: _____
Peter B. Fox
President
(As party who guarantees
performance of Section 1.B,
Paragraph 2)

EXHIBIT A

**LEGAL DESCRIPTION
108 WEST CALIFORNIA AVENUE**

Lots 31, 32 and 33 of James S. Busey's Addition in Champaign County, Illinois, EXCLUDING a portion of said Lot 31 dedicated as public right-of-way, further described as follows:

Beginning at a point on the West line of said Lot 31, 45 feet South of the Northwest corner of said Lot 31; thence Northerly 45 feet to said corner; thence Easterly 6 feet along the North line of said Lot 31; thence Southwesterly to the point of beginning;

Also described by permanent parcel index number 92-21-17-252-009;

All situated in Champaign County, Illinois.

EXHIBIT B

DECLARATION OF COVENANT

The First National Bank in Champaign Land Trust #5010, hereinafter called "Declarant", is the owner of certain real property located in the City of Urbana, the County of Champaign, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof.

The Declarant has entered into a Contract for Private Redevelopment (the "Agreement") pursuant to the Urbana, Illinois Downtown Urbana Tax Increment Finance District Number Two ("TIF Two) dates as of _____, 1989, with the City of Urbana, Illinois. The Redevelopment Project shall occur on the parcel of land as described in Exhibit A. For the purpose of protecting the City of Urbana's rights, for the purpose of protecting the TIF Two Redevelopment Plan, and for the purpose of furthering the goals and objectives of the TIF Two Redevelopment Plan by protecting its financial position, the Declarant hereby declares that all of the Redevelopment Project and the Property and each part thereof shall be held, sold, and conveyed only subject to the following covenant and restrictions which shall constitute a covenant running with the land and shall be binding on all parties having any rights, title or interest in said property or any part hereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

1) The Declarant covenants for itself, its successors and assigns, and for all successors entitled to the Property or Redevelopment Project (or any portion thereof) that:

a) it shall not apply for, seek, or authorize any exemption from the imposition of Real Estate Taxes on said Redevelopment Project or any portion thereof without first obtaining prior written approval of the City; and

b) if the subject parcel (or any part) is conveyed to an entity that is eligible to have such parcel exempted from real estate taxes, then the Fox Development Corporation, an Illinois Corporation, its successors and assigns, shall pay to the City of Urbana the sum of Thirteen Thousand Dollars (\$13,000) which represents the amount of money that the City has expended for demolition, site clearance costs and landscaping for the subject parcel.

2) The covenant and restrictions of this declaration may be amended only by duly recording an instrument, executed and acknowledged by the City.

3) It is intended and agreed that the covenant provided in Section 1 of this Declaration shall remain in effect until December 31, 1998, and shall be binding on the Declarant itself,

each successor in interest to the Property or Redevelopment Project, and each party in possession or occupancy thereof.

4) It is intended and agreed that the covenant set forth in Section 1 above shall be a covenant running with the land and that it shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City of Urbana against the Declarant, its successors and assigns, and every successor in interest to the Redevelopment Project or any part hereof or any interest therein, and any party in possession or occupancy of the Redevelopment Project or any part thereof.

The covenants and restrictions of this Declaration may be amended only by duly recording an instrument executed and acknowledged by the City of Urbana.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenant to be executed by its duly authorized representatives.

FIRST NATIONAL BANK
IN CHAMPAIGN LAND TRUST #5010

By: _____
Jack L. Simpson
Sr. Vice President
and Trust Officer

**FOX DEVELOPMENT CORPORATION,
An Illinois Corporation**

By: _____
Peter B. Fox
President
(As party who guarantees
performance of Section 1.b)