

ORDINANCE NO. 8889-80

AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF A DEVELOPMENT AGREEMENT
(Real Estate known as the Huey's Property)

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois (the "City"), to enter into an agreement with STEPHEN F. GRUMISH, JEANNINE GRUMISH, TIMOTHY LEE and PAMELA LEE, soon to be owners of the Huey's Property, as such property is more specifically described in the later described Development Agreement; and

WHEREAS, a written copy of such Development Agreement (the "Agreement"), has been presented to and is now before this meeting.

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

Section 1. That the terms and provisions of the Agreement, in substantially the form thereof now before this meeting, be and the same are hereby approved.

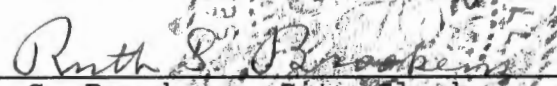
Section 2. That the Mayor of the City be and the same is hereby authorized and empowered to execute and deliver the Agreement, and the City Clerk of the City be and the same is authorized and empowered to attest to such execution thereof, with such changes therein as are not inconsistent herewith and as may be approved by the officers of the City executing the same, their execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all changes or revisions therein from the form of the Agreement now before this meeting.

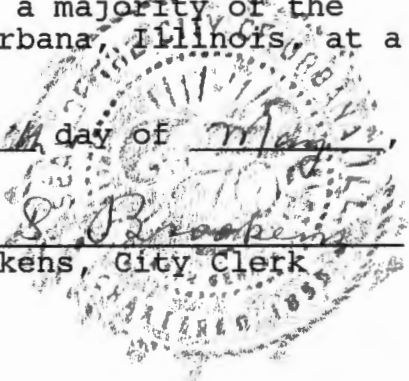
Section 3. From and after the effective date of this Ordinance, the proper officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and the Agreement.

Section 4. This Ordinance shall become effective immediately upon its passage and approval as required by law.

This ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said City Council.

PASSED by the City Council this 16th day of May, 1989.


Ruth S. Brookens, City Clerk



1989.

APPROVED by the Mayor this 16th day of May,



Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8889-80 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 16, 1984
Date



DEVELOPMENT AGREEMENT

THIS AGREEMENT, by and between the **CITY OF URBANA**, an Illinois municipal corporation, and **STEPHEN F. GRUMISH, JEANNINE GRUMISH, TIMOTHY LEE** and **PAMELA LEE**, soon to be owners of real estate described on the attached Exhibit A and known as the *Huey's Property*, for and in consideration of the terms hereof and other consideration deemed and acknowledged by the parties to be good and sufficient, WITNESSETH:

1. At the closing of the transactions whereby **GRUMISH, et al.**, acquire the *Huey's Property* and the **CITY** acquires the property located at 302 East Green Street (a/k/a 208 South Vine Street), Urbana, Illinois, described on the attached Exhibit B, known as the *Vine Street Property*, the **CITY** agrees to pay to **GRUMISH, et al.**, the sum of \$10,000.00 to compensate for moving expenses and other expenses anticipated in connection with relocation of the present tenant of the *Vine Street Property*.

2. The **CITY OF URBANA** will approve and facilitate two facade loans to **GRUMISH, et al.**, or their successors in title, pursuant to applicable guidelines and subject to lenders' requirements, for renovation and remodeling of the improvements on the *Huey's Property*.

3. The **CITY OF URBANA** will do all in its power to cause the Champaign County Regional Planning Commission to provide the maximum permissible CSBG loan funding to **GRUMISH, et al.**, or their successor in title, in relation to the anticipated development of the *Huey's Property*.

4. The **CITY OF URBANA** acknowledges the delayed possession terms specified in the contract between **H. E. RASNER** and **GRUMISH, et al.**, in relation to the *Vine Street Property*, and upon acceptance of title to said property agrees to abide by those terms.

5. The **CITY OF URBANA** will recommend and to the extent necessary will approve, and will do all in its power to accomplish, an improved access from westbound University Avenue directly to the *Huey's Property*; provided, however, that nothing in this paragraph shall be construed to obligate or otherwise require the **CITY OF URBANA** to appropriate or otherwise expend any funds in connection with such improved access. The **CITY** and **GRUMISH, et al.**, mutually acknowledge that University Avenue is and constitutes State of Illinois right-of-way, and that the **CITY** has no power, authority or control over such right-of-way.

6. The **CITY OF URBANA** will provide the most expedient consideration possible in all code inspections and reviews requested in connection with the *Huey's Property*, and will proceed in a spirit of cooperation, giving the benefit of all reasonable considerations toward the anticipated development of the *Huey's Property*.

7. The **CITY OF URBANA** hereby grants to **GRUMISH, et al.**, permission and authority to use, as now constructed and in its present condition, a bridge located on a portion of the Cunningham Avenue right-of-way over the Boneyard Creek which connects such right-of-way to the *Huey's Property* and which is more particularly described on the attached Exhibit C and known as the Cunningham Avenue Bridge, subject to the following terms and conditions:

- a.) The Cunningham Avenue Bridge is to be used by **GRUMISH, et al.** to provide access in connection with the loading dock facilities on the *Huey's Property*. The **CITY OF URBANA** agrees to pay to **GRUMISH, et al.**, the sum of \$5,000.00 to compensate for the anticipated expense for renovation of the loading dock facilities at the *Huey's Property* and other rights and obligations of the parties in this paragraph.
- b.) **GRUMISH, et al.** accept the right to use the Cunningham Avenue Bridge in its present condition and further acknowledge that the **CITY OF URBANA** shall not be called upon at

any time to make any repair, maintenance or restoration to the Cunningham Avenue Bridge.

- c.) **GRUMISH, et al.** shall indemnify, hold and save the **CITY OF URBANA** harmless from any and all liability and expense, including judgments, costs and damages, for any alteration, repair, maintenance and restoration of the structures or other facilities of the Cunningham Avenue Bridge undertaken by **GRUMISH, et al.**, and from any and all personal injuries or deaths occurring out of any use, repair, maintenance and restoration of the Cunningham Avenue Bridge by **GRUMISH, et al.**, including the passive negligence, if any, of the **CITY OF URBANA**, and to name the **CITY** as an additional insured party in connection with any liability insurance policy which **GRUMISH, et al.** may have in effect for the *Huey's Property* and its related use of the Cunningham Avenue Bridge.
- d.) The permission and authority for the use of the Cunningham Avenue Bridge as herein granted by the **CITY** may be revoked by the Mayor of the **CITY OF URBANA** at any time without the consent of **GRUMISH, et al.**, upon a finding by the City Engineer that the Cunningham Avenue Bridge is unsafe for the uses being made of the bridge by **GRUMISH, et al.**, and that **GRUMISH, et al.** are unable or unwilling to restore the Cunningham Avenue Bridge to a condition of safety determined to be acceptable to the City Engineer for such uses, in which such event, the **CITY OF URBANA** shall have the right to close the Cunningham Avenue Bridge and/or to remove the structures and facilities of the

Cunningham Avenue Bridge without being liable in any way to **GRUMISH, et al.**, for any loss or damages, whether actual or compensatory, for any such closure and/or removal.

- e.) The provisions of this paragraph shall be binding upon the parties, their successors and assigns, and shall be deemed to be covenants running with the land constituting the *Huey's Property*.

Executed in triplicate, each copy deemed an original, as of the 10th day of May, 1989.

CITY OF URBANA

by _____
Mayor

STEPHEN F. GRUMISH

JEANNINE GRUMISH

Attest: _____
City Clerk

TIMOTHY LEE

PAMELA LEE

Exhibit A

Huey's Property, legally described as follows:

TRACT 1:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 OF A SUBDIVISION OF THE NORTH PART OF HOOPER AND PARK'S ADDITION OF OUTLOTS TO THE CITY OF URBANA, BEING A PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES, 45 MINUTES, 28 SECONDS EAST, 82.50 FEET; THENCE SOUTH 00 DEGREES, 49 MINUTES, 01 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF BROADWAY AVENUE; THENCE NORTH 89 DEGREES, 45 MINUTES, 28 SECONDS EAST, 150.00 FEET; THENCE NORTH 00 DEGREES, 49 MINUTES, 01 SECONDS EAST, 85.76 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF F. A. ROUTE 11 (UNIVERSITY AVENUE) THENCE SOUTH 82 DEGREES, 49 MINUTES, 31 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF F. A. ROUTE 11, 219.26 FEET, THENCE SOUTH 81 DEGREES, 33 MINUTES, 11 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF F. A. ROUTE 11, 132.66 FEET; THENCE SOUTH 72 DEGREES, 13 MINUTES, 14 SECONDS EAST, 69.07 FEET; THENCE SOUTH 15 DEGREES, 15 MINUTES, 43 SECONDS EAST, 38.50 FEET; THENCE SOUTH 77 DEGREES, 44 MINUTES, 57 SECONDS WEST, 215.76 FEET; THENCE SOUTH 82 DEGREES, 33 MINUTES, 46 SECONDS WEST ALONG THE NORTH LINE OF THE BRIDGE OVER THE BONEYARD CREEK, 85.29 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CUNNINGHAM AVENUE; THENCE SOUTH 52 DEGREES, 25 MINUTES, 31 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CUNNINGHAM AVENUE, 91.9 FEET; THENCE SOUTH 66 DEGREES, 51 MINUTES, 02 SECONDS WEST, 84.56 FEET; THENCE SOUTH 76 DEGREES, 20 MINUTES, 56 SECONDS WEST, 77.12 FEET; THENCE SOUTH 82 DEGREES, 00 MINUTES, 38 SECONDS WEST, 57.39 FEET TO THE EAST RIGHT OF WAY LINE OF BROADWAY AVENUE; THENCE NORTH 00 DEGREES, 49 MINUTES, 01 SECONDS EAST, 38.45 FEET ALONG THE EAST RIGHT OF WAY LINE OF BROADWAY AVENUE; THENCE NORTH 82 DEGREES, 00 MINUTES, 38 SECONDS EAST, 49.62 FEET; THENCE NORTH 76 DEGREES, 20 MINUTES, 56 SECONDS EAST, 16.75 FEET; THENCE NORTH 89 DEGREES, 45 MINUTES, 28 SECONDS EAST, 84.73 FEET; THENCE NORTH 00 DEGREES, 49 MINUTES, 01 SECONDS EAST, 100.00 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 28 SECONDS WEST, 150.00 FEET TO THE EAST RIGHT OF WAY LINE OF BROADWAY AVENUE; THENCE NORTH 00 DEGREES, 49 MINUTES, 01 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF BROADWAY AVENUE, 20.53 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

ALSO DESCRIBED AS TRACT "A", TRACT "B", TRACT "C", TRACT "D" OF A RE-SURVEY OF A PART OF BELLE BARR SECOND SURVEY OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED APRIL 6, 1972 IN PLAT BOOK "X" AT PAGE 95 AS DOCUMENT 72 R 4268.

TRACT 2:

THAT PART ONLY OF THE FOLLOWING DESCRIBED TRACT WHICH LIES SOUTH OF THE SOUTH LINE OF UNIVERSITY AVENUE;

A PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 82 AND 1/2 FEET EAST OF THE SOUTH EAST CORNER OF LOT 1 OF A SUBDIVISION OF THE NORTH PART OF OUT LOT 1 OF HOOPER AND PARK'S ADDITION OF OUT LOTS TO THE CITY OF URBANA, RUNNING THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, THENCE WEST 150 FEET, THENCE NORTH 100 FEET TO THE POINT OF BEGINNING,

ALSO, BEGINNING AT A POINT 82 1/2 FEET EAST OF THE SOUTH EAST CORNER OF LOT 1 OF A SUBDIVISION OF THE NORTH PART OF OUTLOT 1 OF HOOPER AND PARK'S ADDITION OF OUTLOTS TO THE CITY OF URBANA, RUNNING THENCE WEST TO THE EAST LINE OF BROADWAY (FORMERLY MARKET STREET IN THE CITY OF URBANA, AS THE SAME IS NOW LAID OUT) THENCE SOUTH ALONG SAID EAST LINE OF BROADWAY 100 FEET, THENCE EAST TO A POINT 100 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 100 FEET TO THE POINT OF BEGINNING, TOGETHER WITH APPURTENANCES, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Exhibit B

Vine Street Property, legally described as follows:

Lots 13 and 16 of William T. Webber's Subdivision of Outlots 5, 6 and 7 in the Original Town, now City, of Urbana, situated in Champaign County, Illinois.

Exhibit C

Cunningham Avenue Bridge, legally described as follows:

Commencing at the intersection of the East R.O.W. line of Cunningham Avenue with the South R.O.W. line of Courtesy Road (shown as Park St. on the Survey of Harry Gill Co. Lands prepared by Charles S. Danner, dated December 29, 1987); thence N 52° 25' 31" along said East R.O.W. line 130.25 feet to the point of beginning, being the Southeast corner of the bridge;

Thence N 82° 33' 46" W 85.29 feet to the West R.O.W. line of Cunningham Avenue; thence N 52° 25' 31" E 36.5 feet to a property line created by the December 16, 1968 vacation of Cunningham Avenue; thence S 82° 33' 46" E 85.29 feet to the Northeast corner of the Cunningham Avenue R.O.W.; thence S 52° 25' 31" W 36.5 feet to the point of beginning, encompassing 2,388 square feet, more or less, situated in Champaign County, Illinois.