

2000R29155

Recording Cover Sheet

ORDINANCE NO. 2000-10-123

"AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE
CITY OF URBANA (DUNN FARM)"

and

"MAP SHOWING AREA ANNEXED BY CITY ORDINANCE
#2000-10-123"

(ANNEXATION AGREEMENT ALSO ATTACHED)

RECORDED ON

12-22-2000 3:23:29

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 36.00

REV FEE:

PAGES: 22

PLAT ACT: 0

PLAT PAGE:

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

FILED

DEC 22 2000

ORDINANCE NO. 2000-10-123

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF URBANA
(Dunn Farm)

Mark Sheldon
CHAMPAIGN COUNTY CLERK

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Eastern Prairie Fire Protection District, and includes certain territory within the Somer Township, and Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on October 10, 2000, that this Ordinance would be voted upon at a special meeting of this Council at 7:30 p.m., Monday, October 23, 2000, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 27th day of October, 2000; and

WHEREAS, a written petition signed by all of the owners of Record of all land within such territory has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, the City Council passed Ordinance No. 2000-10-116 on October 16th, 2000 approving and authorizing the execution of an annexation agreement setting forth the terms and conditions related to the hereinafter described territory; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within Champaign County's I-1 Light Industrial district and upon annexation will automatically be classified IN - Industrial in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana,

Illinois, that said territory be annexed to and made a part of the said City.

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

Section 1. That the following described real estate, viz:

A part the West half of the Southwest Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, more particularly described as:

Beginning at a point 915.18 feet North of the Southwest corner of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, and running thence North along the West line of said Section 32 to the center of the wagon road running southwesterly and northeasterly across the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32, (now Lincoln Avenue), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter of the Southwest Quarter of said Section 32, thence running East along the center line of said Section 32 to the Northeast corner of said Northwest Quarter of the Southwest Quarter of said Section 32, thence running south along the East line of the West Half of the Southwest Quarter of said Section 32 to a point on said East line 915.18 feet North of the South line of said Section 32, and thence running West on a line parallel with the South line of said Section 32 to the point of beginning, all in Champaign County, Illinois, and encompassing 46.41 acres, more or less.

commonly known for reference as the Dunn Farm, Urbana, Illinois, be and the same is hereby annexed to the City of Urbana, Illinois. The above-described parcel, prior to annexation, has the parcel index number 25-15-32-300-002, and following annexation the said parcel should bear the parcel index number 91-15-32-300-002.

Section 2. That the City Clerk be authorized and directed to record a certified copy of this Ordinance together with an accurate map of the territory hereinabove described in the Recorder's Office of Champaign County, Illinois.

Section 3. That the City Clerk be authorized and directed to file, for record, a certified copy of this Ordinance together with an accurate map of

the territory hereinabove described in the Office of the County Clerk and County Election Authority of Champaign County, Illinois.

Section 4. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as IN Industrial upon annexation and in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance.

Section 5. The territory annexed herein is assigned to City of Urbana Ward 3.

Section 6. This Ordinance shall take effect at 12:00 p.m. CDT, October 26, 2000.

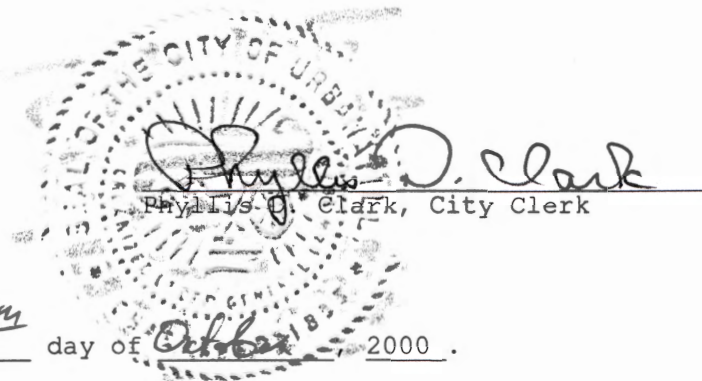
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a special meeting of said Council on the 23rd day of October, 2000, A.D.

PASSED by the City Council this 23rd day of October, 2000 .

AYES:

NAYS:

ABSTAINS:



APPROVED by the Mayor this 27th day of October, 2000 .

Tod Satterthwaite
Tod Satterthwaite, Mayor

ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Clara A. Dunn and Nancy L. Flach (hereinafter referred to as the "Owners"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, Clara A. Dunn and Nancy L. Flach are the Owners of record of a certain approximately 46.41 acre parcel of real estate located at southeast intersection of North Lincoln Avenue and Oaks Road, and having permanent index number 25-15-32-300-002, the legal description of which real estate is set forth Exhibit A attached hereto and referenced herein as the "tract".

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the tract is currently zoned I-1, Light Industry in Champaign County and would directly convert to City IN, Industrial upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, the parties agree that the tract shall be best utilized if rezoned to City IN, Industrial; and

WHEREAS, the Urbana City Council finds annexing said tract as described herein as City IN, Industrial reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owners agree to the following provisions:

Section 1. Annexation: The Owners represent that they are the sole record Owners of the tract described in Exhibit A and that the Owners acknowledge that immediately after the City Council's approval of this Agreement, the City shall act on the signed annexation petition, labeled Exhibit C, to cause said tract to be annexed to the City of Urbana.

Owners further agree that this Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract. If the subject tract is to be platted for subdivision, the Owners agree that the substance of these provisions regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.

Section 2. Zoning Classification: The Owners agree and acknowledges that upon annexation, the tract will automatically be classified IN, Industrial in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation .

Section 3. Right-of-Way Dedication: Within 30 days from the date of receiving a right-of-way plat and request from the City for the dedication of right-of-way, and in consideration of a minimum of \$28,600.00, the Owners shall dedicate for public right-of-way purposes to the City approximately 1.10 acres of the tract for the purposes of widening Lincoln Avenue as illustrated on the attached map labeled Exhibit D.

Section 4. Option of Real Estate. Upon annexation, the Owners agree to execute the attached Real Estate Option and Contract labeled Exhibit E.

Section 5. Disconnection: The Owners agree and hereby stipulate that the Owners shall not take any action to disconnect the tract from the City once it is annexed during the 20 year term of this agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. Annexation: The Corporate Authorities agree to act immediately to annex said tract subject to the terms and conditions outlined in this Agreement by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning Classification: The Corporate Authorities agree that the tracts will be zoned IN, Industrial in accordance with Article IV, Section IV-5 of the Urbana Zoning Ordinance upon annexation and as defined in the City of Urbana Zoning Ordinance as such exists at the time of annexation of tract. The Corporate Authorities agree that all applicable development regulations will apply to said tract, except as otherwise provided herein.

Section 3. Enterprise Zone: Upon annexation and receiving a letter of intent and financial commitment from an individual or entity proposing to cause a significant industrial project on the tract or portion therein, the City agrees to immediately apply to the State of Illinois to include said tract, or applicable portion therein, within the Urbana Enterprise Zone, and agrees to assist the Owner in obtaining all benefits to which the Owners and/or the tract is entitled and eligible to receive under the Urbana Enterprise Zone Program and the State of Illinois Enterprise Zone Act, so long as the Urbana Enterprise Zone remains in effect.

Section 4. Tax Increment Financing District: Upon annexation, the City agrees to include the tract within the proposed tax increment financing district (a.k.a. North Urbana Redevelopment Plan) if it qualifies as a part of said district and said district is approved by the City of Urbana and the State of Illinois.

Section 5. Marketing: Upon annexation, the City agrees to include the tract in its marketing material for industrial sites and market the tract directly to developers, realtors, and economic development agencies for industrial development.

Section 6. Real Estate Tax Reimbursement: The City agrees to pay the Owners, their heirs, or beneficiaries, an amount equal to the difference between the real estate taxes which would be paid for the tract if it was located outside the City and the amount paid as real estate taxes for the tract when annexed to the City, as long as the tract remains in agricultural use or until such time as a final plat is recorded for any portion of said tract or for a period not to exceed twenty (20) years from the date of the City Council's approval of this Agreement, whichever occurs first. At such time as a final plat is recorded for a portion of the tract or a portion of the tract is used for other than agricultural use, or if the Owners sells any portion of the tract, the Owners shall not be entitled to any payment for the tax liability which accrues on that portion of the tract, but shall be entitled to payment for the portion of the tract remaining in ownership of the Owners, their heirs, or beneficiaries.

The annual reimbursement amount shall be paid to the Owners, their heirs, or beneficiaries, on or before October 1 of each respective year the real estate tax is paid in full. It is further understood that this refund amount is offered by the Corporate Authorities in careful consideration of the following findings:

- a. Annexation of said tract is necessary to annex other tracts of unincorporated territory in order to promote the orderly, planned, and controlled growth of the City, and further to promote the safety, health and general welfare of the public.
- b. Annexation of said tract will have a significantly positive impact on the tax base

of the City of Urbana.

- c. But for the reimbursement of property taxes, annexation of said tract would not otherwise occur in a timely manner.

If, after twenty (20) years from the date of the City Council's approval of this Agreement the tract, or any portion thereof, is owned by Owners or their beneficiaries or heirs, and remains in agricultural use, then the City shall promptly pay to the Owners or their beneficiaries or heirs, an amount equal to the difference between the real estate taxes which would be paid for the tract if it was located outside the City and the amount paid as real estate taxes for the tract multiplied by a factor of 10. Said amount shall be based on the assessed value of the tract and applicable tax rates existing at the time being twenty (20) years from the date of the City Council's approval of this Agreement. If said payment is required under this paragraph, then said payment shall be the last payment after which time the City's obligation to make payments under this section shall be terminated.

Section 7. Right-of-Way Dedication: The City shall prepare a right-of-way plat for the dedication of the Lincoln Avenue right-of-way referred to in Article II, Section 3 of this Agreement, including the exact legal description and area required for said dedication as illustrated on the attached map labeled Exhibit D and submit said plat and request to the Owners within 30 days from the date of annexation. The City shall accept dedication of the public right-of-way and shall pay to the Owners \$28,600 in return for said dedication of public right-of-way. If said area of right-of-way to be dedicated under this Section exceeds 1.10 acres, then the City shall pay an additional amount to the Owners based on a value of \$26,000/acre multiplied by the area that exceeds the estimated 1.10 acres.

Section 8. Impact and Recapture Fees, Donations and Contributions. The Owners, including their heirs and beneficiaries of the tract, will not be responsible for any impact fees, recapture fees, donations or contribution, for which the City has the authority to induce or require for public improvements within said tract or portion thereof which remains in agricultural use, is vacant, or remains undeveloped. In the event that a special assessment is imposed on the Owners, the City agrees to reimburse the owners for any special assessment costs they incur. The provisions of this Section 8 shall not apply to any portion of the tract that is developed, sold, leased (except for agricultural purposes), or transferred.

Section 9. Option of Real Estate. Upon annexation, the City agrees to option the tract in accordance with the attached Real Estate Option and Contract labeled Exhibit E, and to make its best effort to identify developers of industrial land and cause the purchase of the tract for industrial development purposes.

Section 10. Location of Access Drives. The City shall guarantee three access drive locations to the tract from Lincoln Avenue before, during, and after the proposed construction to widen and improve Lincoln Avenue adjacent to the tract so long as the Owners or their beneficiaries or heirs own said tract and so long as said tract remains undeveloped. The location of said three access drives onto Lincoln Avenue shall be as follows: one access drive located directly east of, and

aligned with, the centerline of Somer Drive; one access drive located directly east of the Lincolnwood miniwarehouses access drive near the original access drive for the site of the former Dunn homestead, and; a point between the aforementioned access drive locations to be mutually agreed upon by the Owners and the City. It is understood and acknowledged by the parties that at such time that the tract is sold or development is proposed on the tract, that the number and location of access drives shall no longer be guaranteed as provided in this Section, and that said development shall be subject to the City's preliminary plat requirements that include the approval of access drive locations.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement: This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land: The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owners as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties: The Corporate Authorities and Owners agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owners and the city.

Section 4. Enforcement: The Owners and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the non-defaulting party may declare this Agreement null and void in addition to other remedies available. Upon breach

by the Owners, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Severability: If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date: The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

Section 7. Notices: Notices under the terms of this Agreement shall be considered given when deposited in the U.S. Mail, postage prepaid, first class certified, or delivered personally to:

Owners:

Clara A. Dunn
1803 Parkhaven Drive
Champaign, Illinois 61820

Nancy L. Flach
7861 Angle Crossing Road
Oakley, Illinois 62552

with a copy to:

George G. Bryan
Tummelson Bryan & Knox
115 N. Broadway Avenue
Urbana, Illinois 61801

City:

Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 S. Vine Street
Urbana, Illinois 61801

Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

IN WITNESS WHEREOF, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

**Corporate Authorities
City of Urbana:**

Tod Satterthwaite
Tod Satterthwaite, Mayor

10/20/00
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
City Clerk

10/20/00
Date

Owner:

Clara A. Dunn
Clara A. Dunn

Nancy L. Flach
Nancy L. Flach

October 6, 2000
Date

ATTEST:

George G. Bryan
Notary Public

October 6, 2000
Date

Exhibits attached and made a part of this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Annexation Petition
- Exhibit D: Right-of-way Dedication
- Exhibit E: Real Estate Option and Contract

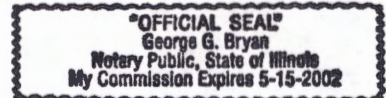


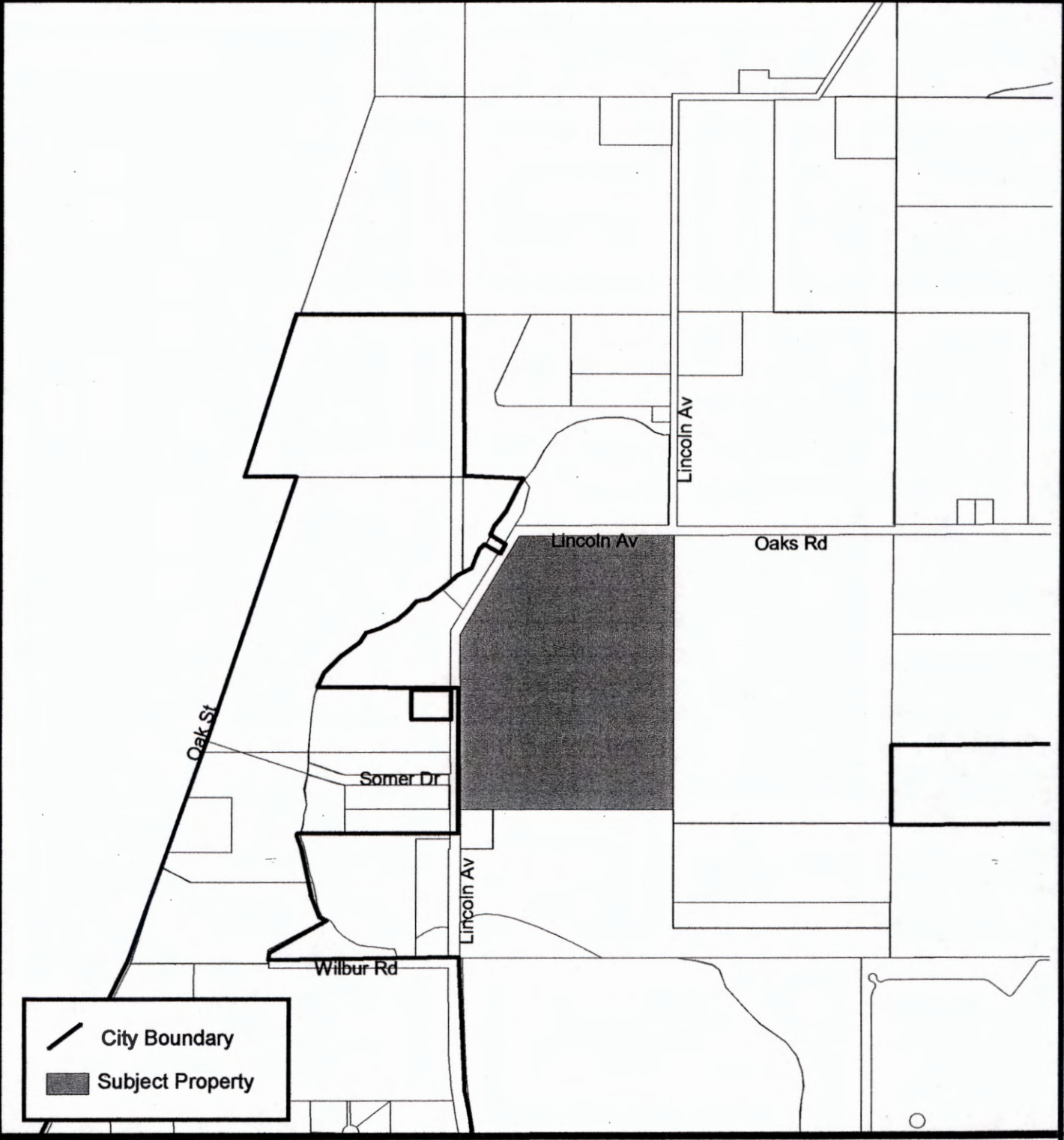
Exhibit A

Legal Description of Tract

A part the West half of the Southwest Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, more particularly described as:

Beginning at a point 915.18 feet North of the Southwest corner of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, and running thence North along the West line of said Section 32 to the center of the wagon road running southwesterly and northeasterly across the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32, (now Lincoln Avenue), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter of the Southwest Quarter of said Section 32, thence running East along the center line of said Section 32 to the Northeast corner of said Northwest Quarter of the Southwest Quarter of said Section 32, thence running south along the East line of the West Half of the Southwest Quarter of said Section 32 to a point on said East line 915.18 feet North of the South line of said Section 32, and thence running West on a line parallel with the South line of said Section 32 to the point of beginning, all in Champaign County, Illinois, and encompassing 46.41 acres, more or less.

Exhibit B: Location Map



Dunn Property - North Lincoln Avenue

Annexation Agreement

Prepared September 28, 2000 by Community Development Services - pal



029155

FILED

JUN 29 2000

Phyllis D. Clark
City Clerk

8:58 am. MC

EXHIBIT C

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioners, Clara Alma Dunn and Nancy L. Flach, respectfully state under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

A part the West half of the Southwest Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, more particularly described as:

Beginning at a point 915.18 feet North of the Southwest corner of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, and running thence North along the West line of said Section 32 to the center of the wagon road running southwesterly and northeasterly across the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32, (now Lincoln Avenue), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter of the Southwest Quarter of said Section 32, thence running East along the center line of said Section 32 to the Northeast corner of said Northwest Quarter of the Southwest Quarter of said Section 32, thence running south along the East line of the West Half of the Southwest Quarter of said Section 32 to a point on said East line 915.18 feet North of the South line of said Section 32, and thence running West on a line parallel with the South line of said Section 32 to the point of beginning, all in Champaign County, Illinois;

As conveyed in a Warranty Deed dated February 16, 1948, and recorded in Deed Record Book 292, at page 113, in the Office of the Recorder of Deeds, Champaign County, Illinois and encompassing 46.41 acres, more or less.

Commonly known as Dunn Farm and also identified as Parcel Index Number 25-15-32-300-002.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

3. There are no electors residing in said Tract.

4. For and in consideration of \$ 1,000.00 and other good and valuable consideration, the petitioners agree that this petition is irrevocable for a period of one (1) year from the date of the petitioners' signature.

PETITIONER'S CONDITIONS PRIOR TO ANNEXATION

1. This petition for annexation is subject to the petitioners and the City of Urbana executing a mutually acceptable annexation agreement passed by the Urbana City Council and approved by the Mayor of the City of Urbana.

2. If said annexation agreement is not signed by petitioner and filed with the City of Urbana within one (1) year from the date this petition is filed in the office of the City Clerk, then said annexation petition shall be null and void.

3. Annexation of said Tract constitutes acceptance by the City of Urbana of the condition imposed by the petitioners that the City of Urbana agrees to hold petitioners and lessee(s), if any, harmless and indemnify him/her for any reasonable costs of legal representation related to challenges to this annexation or the proposed incorporation of any village or city related thereto.

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois in accordance with all of the aforesaid conditions herein and pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

Dated this 28th day of June, 2000

PETITIONERS:

Clara Alma Dunn
Clara Alma Dunn

Nancy L. Flach
Nancy L. Flach

Subscribed and sworn to before me this

28th day of June, 2000

George G. Bryan
NOTARY PUBLIC



My commission expires: _____

029155

Existing Urbana City Limits

LINCOLN AV

LINCOLN AV

OAKS RD

Existing North Lincoln Avenue

Dunn Property

Proposed Airport Road Alignment

66'

Proposed North Lincoln Avenue ROW Acquisition Area = ±1.10 Acres

Saline Branch

J.M. Jones Company



City of Urbana
Public Works Department
Engineering Division

Exhibit "D"

EXHIBIT E

REAL ESTATE OPTION AND CONTRACT

This Real Estate Option and Contract (the "Contract") is made as of the date of the last to execute of the parties hereto (the "Effective Date") by and between the City of Urbana, Champaign County, Illinois (the "Optionee/Purchaser") and the undersigned party, executing this Contract as the Optionor/Seller (the "Optionor/Seller").

WITNESSETH

WHEREAS, Optionor/Seller is the owner of certain real estate as later more specifically described in this Contract; and

WHEREAS, the Optionee/Purchaser desires to obtain an option to purchase said real estate on such terms and conditions as are provided for herein; and

NOW, THEREFORE, in consideration of the representations, promises, covenants, agreements and undertakings set forth in this Contract, the Optionor/Seller and the Optionee/Purchaser hereby agree as follows:

Section 1. Grant of Option. Optionor/Seller, in consideration of One Thousand Dollars (\$1,000.00) paid by Optionee/Purchaser to Optionor/Seller (the "Option Fee"), grants to Optionee/Purchaser the exclusive right and option to purchase, on the following terms and conditions (the "Option"), the real estate, together with all improvements and appurtenances, situated in the City of Urbana, Champaign County, Illinois, the legal description of which is:

A part the West half of the Southwest Quarter of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, more particularly described as:

Beginning at a point 915.18 feet North of the Southwest corner of Section 32, Township 20 North, Range 9 East of the Third Principal Meridian, and running thence North along the West line of said Section 32 to the center of the wagon road running southwesterly and northeasterly across the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32, (now Lincoln Avenue), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter of the Southwest Quarter of said Section 32, thence running East along the center line of said Section 32 to the Northeast corner of said Northwest Quarter of the Southwest Quarter of said Section 32, thence running south along the East line of the West Half of the Southwest Quarter of said Section 32 to a point on said East line 915.18 feet North of the South line of said Section 32, and thence running West on a line parallel with the South line of said Section 32 to the point of beginning, all in Champaign County, Illinois, and encompassing 46.41 acres, more or less.

Also referenced as P.I.N. 25-15-32-100-002 and commonly known as the Dunn Farm in Urbana, Illinois.

(the "Real Estate"), together with all and any of Optionor/Seller's interest in any real estate adjacent to the above-described parcel. Legal description is subject to minor modifications based on title commitment and the proposed dedication of right-of-way described in the attached annexation agreement.

Section 2. Conditions precedent. This option and contract is expressly contingent upon the execution of the attached annexation petition and annexation agreement prior to the payment of the option fee.

Section 3. Option Periods. The term of this first Option period shall commence as of the Effective Date and continue until 5:00 p.m. on the 31st day of March, 2001.

Section 4. Purchase Price. Optionee/Purchaser agrees to pay to Optionor/Seller the total sum \$1,178,060 for the Real Estate, which amount, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Optionor/Seller at closing if Optionee/Purchaser elects to exercise this Option.

Section 5. Special Covenants. During any Option period, as described in Section 3 hereof, the Optionor/Seller shall not create any leases, liens, mortgages, clouds on title or other encumbrances, (except as the Optionee/Purchaser shall in writing consent to) to affect or exist with respect to the Real Estate. The Optionor/Seller hereby covenants that the persons or the entities executing this Contract as the Optionor/Seller are the owners of record of the Real Estate, and that there are no other such record owners than those executing this Contract.

Section 6. Quality of Title. Optionor/Seller represents that as of the Effective Date, they are not aware of any encumbrances on the Optionor/Seller's title to the Real Estate. Within a period of not greater than seven (7) days from and after the Effective Date, Optionor/Seller shall provide to Optionee/Purchaser title opinions, title insurance policies and commitments, and the like, or copies thereof, possessed by Optionor/Seller.

Section 7. Evidence of Title. In the event that Optionee/Purchaser elects to exercise this Option, Optionor/Seller shall, within a reasonable time, deliver to Optionee/Purchaser, as evidence of Optionor/Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Real Estate is located, committing the company to issue a policy in the usual form insuring title to the Real Estate in Optionee/Purchaser's name for the amount of the purchase price.

Optionor/Seller shall be responsible for payment of the owner's premium and Optionor/Seller's search charges. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Real Estate and which do

not restrict reasonable use of the Real Estate; existing mortgages to be paid by Optionor/Seller or assumed by Optionee/Purchaser at closing. If title evidence discloses exceptions other than those permitted, Optionee/Purchaser shall give written notice of such exceptions to Optionor/Seller within a reasonable time. Optionor/Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Optionor/Seller is unable to cure such exception, then Optionee/Purchaser shall have the option to terminate this Contract in which case Optionee/Purchaser shall be entitled to refund of any Option Fee or Additional Option Fee.

Section 7. Deed of Conveyance. Conveyance of the Real Estate by Optionor/Seller to Optionee/Purchaser, or its assigns, shall be by a recordable warranty deed that conveys the Real Estate in fee simple absolute, subject only to exceptions permitted herein.

Section 8. Taxes and Assessments. In the event that the Optionee/Purchaser elects to exercise this option, general taxes and special assessments (if any) shall be paid in accordance with this Section 8. Real estate taxes apportioned up to the effective date of this Option Agreement shall be Optionor/Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the date of this Contract shall be Optionor/Seller's expense. All such taxes and special assessments shall constitute a credit to Optionee/Purchaser against the purchase price, and shall release Optionor/Seller from any further liability to Optionee/Purchaser in connection therewith, except that said credit shall be adjusted to reflect the provisions regarding the Optionee/Purchaser's obligations to compensate the Optionor/Seller's real estate taxes and special assessments referred to in the attached annexation agreement. In the event of the exercise of the option, Optionee/Purchaser will cooperate with the Optionor/Seller to affect a tax-free exchange, provided that any additional cost is born by the Optionor/Seller.

Section 9. Exercise of Option and Closing. The Option herein provided to the Optionee/Purchaser shall be exercised and the closing of this transaction shall occur either by the fact of concluding the purchase and taking possession within any Option period or by notice in writing to the Optionor/Seller within any Option period and with the fact of concluding the purchase and taking possession within thirty (30) days of such notice, at the time and place in Champaign County designated by Optionee/Purchaser.

Section 10. Assignment. Optionee/Purchaser may assign its rights and duties under this Option Agreement without the consent of the Optionor/Seller.

Section 11. Notices. Notice of a request to extend or an election to exercise this Option shall be made by Optionee/Purchaser addressed to Optionor/Seller as follows:

Clara A. Dunn
1803 Parkhaven Drive
Champaign, Illinois 61820

Nancy L. Flach
7861 Angle Crossing Road
Oakley, Illinois 62552

with a copy to:

George Bryan
Tummelson Bryan & Knox
115 N. Broadway Avenue
Urbana, Illinois 61801

All notices to the Optionee/Purchaser shall be addressed as follows:

Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

All notices provided for herein shall be deemed to have been duly given, if and when deposited in the U.S. Mail, postage prepaid and addressed to the Optionor/Seller at the above listed address, or when delivered personally to such party. Any change of address to which said Notice shall be delivered shall be provided in writing to all parties of this Agreement.

Section 12. Memorandum of Contract. The Optionee/Purchaser may and is hereby authorized to file in the appropriate county real estate records, either a copy of this Contract or an appropriate memorandum of the existence of this Contract, identifying the Real Estate, the Optionor/Seller, the Optionee/Purchaser and a brief summary of this contract.

Section 13. Default and Enforcement. Default under this Contract shall mean failure to timely and fully perform with respect to any term or provision hereof. The Optionor/Seller and the Optionee/Purchaser shall have all rights and remedies available to them in law and in equity. The Optionor/Seller shall be liable for any consequential damages with respect to any willful default to close on the Real Estate transaction as hereby contemplated. No failure by the Optionor/Seller or the Optionee/Purchaser to elect to declare a default hereunder shall be deemed a waiver of their respective rights to make such election, and a waiver in one case shall not be a waiver of another. Default by the Optionor/Seller or the Optionee/Purchaser shall entitle the non-defaulting party to claim as damages all reasonable costs, attorney's fees and expenses incurred in connection with enforcement of this Contract, whether by suit or otherwise.

Section 14. Agreements and Binding Effect. This Contract shall be binding upon the Optionor/Seller and the Optionee/Purchaser, and their respective successors and assigns, according to its tenor and import. When any term or provision of this Contract directs that any party hereto perform or undertake a particular action, such party hereby covenants and agrees to timely and fully perform. Time is of the essence of this Contract.

Section 15. Amendments. This Contract may be amended from time to time, but only in writing by the Optionor/Seller and the Optionee/Purchaser.

Section 16. Execution and CounterParts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the persons executing it as Optionor/Seller covenant that they are the record owners of the Real Estate, and all of the record owners thereof, and have full power and authority to so execute and deliver this Contract.

When executed by only the Optionee/Purchaser this Contract shall constitute an offer which shall expire and any Option Fee shall be returned, unless this offer is accepted by Optionor/Seller by execution of this Contract on or before October 30, 2000 at 5:00 o'clock p.m..

Handwritten signature: B. Walden

Optionor/Seller:
Clara A. Dunn and Nancy L. Flach

Optionee/Purchaser:
The City of Urbana,
Champaign County, Illinois

Clara A. Dunn

Nancy L. Flach

By: _____
Bruce K. Walden,
Chief Administrative Officer

Date Signed: _____

Date Signed: _____