



City of Urbana  
400 South Vine Street  
Urbana, IL 61801

**2020R10744**  
REC ON: 06/16/2020 01:18:06 PM  
CHAMPAIGN COUNTY  
**MARK SHELDEN**  
REC FEE: 51.00  
RHSPS Fee:  
REV FEE:  
PAGES 20  
PLAT ACT: PLAT PAGE:

**CLERK'S CERTIFICATE**

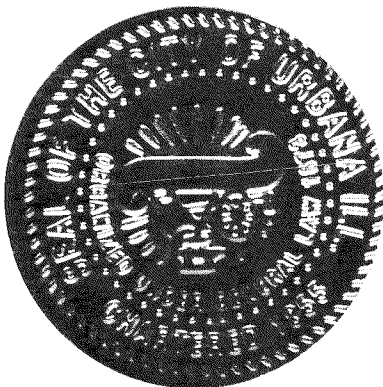
STATE OF ILLINOIS        )  
  )  
COUNTY OF CHAMPAIGN)       SS

I, WENDY M. HUNDLEY, Deputy City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH UNION DEVELOPMENT HOLDINGS, LLC, AND SCION URBANA LAND, LLC [ORD. 2020-06-030].**

approved by the City Council of the City of Urbana, Illinois, on the 8<sup>th</sup> day of June, AD, 2020, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 9<sup>th</sup> day of June, AD, 2020.



*Wendy M. Hundley*  
Wendy M. Hundley, Deputy City Clerk



ORDINANCE NO. 2020-06-030

**AN ORDINANCE APPROVING AN AGREEMENT WITH UNION DEVELOPMENT HOLDINGS, LLC, AND SCION URBANA LAND, LLC**

**BE IT ORDAINED** by the City Council of the City of Urbana, Illinois, as follows:

**Section 1.**

That an Agreement between the City of Urbana, Illinois, Union Development Holdings, LLC, and Scion Urbana Land, LLC, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 4.**

The City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds and to file a certified copy with the Champaign County Clerk.

This Ordinance shall be in full force and effect from and after its passage.


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 meeting of said Council.

**PASSED BY THE CITY COUNCIL** this 8<sup>th</sup> day of June, 2020.

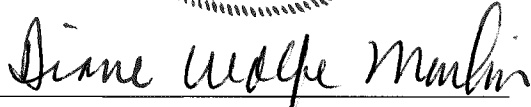
AYES: Brown, Colbrook, Hursey, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:

  
\_\_\_\_\_  
Wendy M. Hundley, Deputy City Clerk

APPROVED BY THE MAYOR this 9<sup>th</sup> day of June, 2020

  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor



# **Development Agreement**

By and Between

The  
**CITY OF URBANA**  
Champaign County, Illinois

And

Union Development Holdings, LLC  
An Indiana Limited Liability Company

And

Scion Urbana Land LLC  
An Illinois Limited Liability Company

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereafter, “Agreement”) is made and entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”), SCION URBANA LAND LLC, an Illinois Limited Liability Company (hereinafter, the “Owner”), and UNION DEVELOPMENT HOLDINGS, LLC, an Indiana Limited Liability Company, and its assigns (hereinafter, the “Developer”).

**WHEREAS**, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including but not necessarily limited to entering into development agreements for the development of land located within the corporate boundaries of the City; and

**WHEREAS**, the Owner is the owner of record of approximately fourteen and fifty-one hundredths (14.51) acres of real estate with common address being 1208 Bradley Avenue, Urbana, Illinois and being legally described as set forth on Exhibit A attached hereto and incorporated herein by reference (hereinafter, the “Subject Property”); and

**WHEREAS**, the Developer is in the business of, *inter alia*, developing and constructing residential apartment buildings that have been and will be occupied by individuals who qualify to become residents of affordable housing units; and

**WHEREAS**, the Developer and the Owner have entered into a certain Purchase and Sale Agreement dated September 27, 2019, as amended, (the “PSA”) which contemplates the Developer’s acquisition of the Subject Property from the Owner;

**WHEREAS**, on August 12, 1996, the City Council passed Ordinance No. 9697-26, granting a special use permit to Integroup, Inc. for construction of a planned unit development (“PUD”) in two phases, to be known as the Melrose Apartments of Urbana Planned Unit Development, on approximately 40 acres generally located at the northwest corner of West Bradley and North Lincoln Avenues; and

**WHEREAS**, Phase I of such PUD, consisting of approximately 25.20 acres, was completed but Phase II, the Subject Property, was not completed; and

**WHEREAS**, Phase II, which consists of the Subject Property, was not developed by Integroup, Inc.; and

**WHEREAS**, the Subject Property is located in an R-4 zoning – medium density multiple-family residential – zoning district; and

**WHEREAS**, the Subject Property remains within the area designated by City Council Ordinance No. 9697-26 and is undeveloped; and

**WHEREAS**, the Developer and Owner jointly presented an application to the City of Urbana Plan Commission as Plan Case No. 2396-PUD-20, to amend the aforesaid PUD by removing the Subject Property from the said PUD; and

**WHEREAS**, the Developer intends to develop, or cause to be developed, on the Subject Property an affordable housing community in general accordance with the site plan attached hereto as Exhibit B and incorporated herein (hereinafter, the "Site Plan"); and

**WHEREAS**, the Developer intends to develop the Subject Property in accordance with the Urbana Zoning Ordinance, Chapter 21 of Urbana Code, Subdivision and Land Development Regulations, and the City's Zoning Ordinance; and

**WHEREAS**, the City would like to obtain an option to purchase a 60-foot right-of-way for public access along the eastern boundary of the Subject Property and adjacent to the western boundary of the Phase I property which is owned by One Illinois Apartments LLC (hereinafter, "Phase I Owner"), as shown on the Site Plan; and

**WHEREAS**, the development of affordable housing units near major employers described herein conforms to the goals, objectives, and policies of the 2005 Comprehensive Plan, as amended from time to time.

**NOW THEREFORE, in exchange of mutual, good and valuable** consideration which each Party acknowledges as having in-hand received and for the mutual exchange of terms, conditions, and covenants contained in this Agreement, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

**Section 1.1. Definitions.** For purposes of this Agreement, certain words and terms used herein will have the respective meanings following meanings:

**"City"** means the City of Urbana, Illinois, a unit of local government existing pursuant to Article VII, Section 6 of the Illinois Constitution of 1970

**"City Council"** means the City Council of the City of Urbana, Illinois.

**"Developer"** means Union Development Holdings, LLC, an Indiana Limited Liability Company.

**"Future ROW"** means approximately one and sixty-seven hundredths (1.67) acres of real estate located along the eastern property line of the Subject Property, sixty (60) feet wide, as shown on the Site Plan.

**"Owner"** means Scion Urbana Land LLC, an Illinois Limited Liability Company, and the current record owner of the Subject Property.

**"Parties"** means, collectively, the City, the Developer and the Owner.

**"PUD"** means the planned unit development created or authorized by the City of Urbana Ordinance No. 9697-26 passed by the City Council on August 12, 1996 and which, at that time, was known as the Melrose Apartments of Urbana Planned Unit Development.

**"ROW"** means right-of-way.

**“Site Plan”** means a site plan of the Subject Property, showing an affordable housing community, which is further depicted on Exhibit B.

**“Subject Property”** means approximately fourteen and fifty-one hundredths (14.51) acres of real estate located at the north of Bradley Avenue in Urbana, Illinois, commonly known as 1208 Bradley Avenue, as depicted on Exhibit B attached hereto and incorporated herein.

**Section 1.2. Construction.** The terms of this Agreement, except where the context by clear implication otherwise requires, will be construed as follows:

- (a) Defined words and phrases shall include both singular and plural forms of those words and phrases.
- (b) Pronouns include both the singular, plural, female, and male forms of those pronouns.
- (c) Section headings are solely for convenience of reference and do not constitute a part of this Agreement of this Agreement except for navigation purpose and will not affect the meaning, construction or effect hereof.
- (d) All exhibits attached to this Agreement will be and are operative provisions of this Agreement and will 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.** The City hereby makes certain representations and warranties to the Developer and Owner, as follows:

**Section 2.1.1. Organization and Standing.** The City is a home rule municipality duly organized, validly existing and in good standing under the Illinois Constitution of 1970 and the laws of the State of Illinois.

**Section 2.1.2. Power and Authority.** The City has full power and authority to enter into, execute and deliver this Agreement and to perform all of the terms, conditions and covenants required to be performed by the City as set forth in this Agreement. To the extent any term, condition or covenant contained in this Agreement that is required to be performed by the City is contrary to any state or local statute, rule, regulation, or ordinance, the conflicting term, condition or covenant in this Agreement shall control based on the City’s home rule powers and authority vested in the City by virtue of the Article VII, Section 6 of the Illinois Constitution of 1970.

**Section 2.1.3. 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. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, conditions and covenants.

**Section 2.1.4. No Violation.** Neither the execution nor the delivery of this Agreement or the City's performance of any term, condition and/or covenant contained in this Agreement, will conflict with, violate or result in a breach of any terms, conditions or covenants of any other agreement, rule, regulations, statute, ordinance, judgment, decree or other law by which the City may be bound.

**Section 2.1.5. Governmental Consents and Approvals.** No consent or approval by any other governmental authority is required in connection with the entering into, 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 Developer and Owner.** The Developer and Owner make the following respective representations and warranties to the City:

**Section 2.2.1. Organization.** The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Indiana, and its affiliate and assignee, Union at Bradley, LP, which will acquire title to the Subject Property, is duly organized, validly existing, in good standing under the laws of the State of Indiana, and has applied for authorization to transact business in the State of Illinois (which authorization has been delayed due to the COVID-19 pandemic, but is expected prior to its taking title to the Subject Property).

**Section 2.2.2. Power and Authority.** The Developer and Owner each have the full power and authority to enter into, execute and deliver this Agreement and to perform all of the respective terms, conditions and covenants required to be performed by them.

**Section 2.2.3. Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary limited liability company actions on the part of the Developer's and the Owner's respective members and/or managers, as their respective operating agreements may require. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Owner and Developer, enforceable against the Owner and Developer, respectively, in accordance with its terms, conditions and covenants contained in this Agreement except to the extent that such enforceability may be limited by law, 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.

**Section 2.2.4. 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 and/or Owner is a party, or by which the Developer and/or Owner or any of its assets may be bound.

**Section 2.2.5. Consents.** No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer and Owner of this Agreement or the performance thereof by the Developer and Owner, respectively.

**Section 2.2.6. No Proceedings or Judgments.** There is no claim, action or proceeding now pending or, to the best of the Owner's and Developer's respective knowledge, threatened before any court, administrative or regulatory body or governmental agency (a) to which the Developer or Owner is a party and (b) which will, or could, prevent the Developer's and Owner's performance of their respective obligations under this Agreement.

**Section 2.2.7. Pending Purchase and Sale Agreement.** The Owner and Developer each represent and warrant that they have entered into the PSA, involving the Subject Property, including the Future ROW, and the same is in full force and effect. The Owner and Developer each represent



and warrant that, absent unforeseen circumstances or force majeure, it is their reasonable expectation and intention to close on the said PSA if the City of Urbana City Council adopts an ordinance that removes the Subject Property from the PUD created by City Ordinance No. 9697-26.

**Section 2.3. Disclaimer of Warranties.** The City, Owner, and the Developer acknowledge that none has made any warranties to the other, except as set forth in this Agreement or as set forth in the PSA.

### **ARTICLE III CITY'S OPTION RIGHT TO PURCHASE FUTURE ROW**

**Section 3.1. Option to Purchase from Owner.** During all times while this Agreement is in full force and effect and when the Owner is in title to the Subject Property and following the City Council's adoption of an ordinance withdrawing the Subject Property from the PUD, the City shall have an option right to purchase the Future ROW from the Owner, free and clear of any and all structures, encumbrances, liens, licenses, and any other claims of right by any third person excepting driveways, sidewalks and utility easements, and also excepting any matters of record to which the City expressly consents in writing. The consideration for this option right in favor of the City shall include the purchase price provided for in this Agreement and the City's effort to have the City Council adopt an ordinance removing the Subject Property, including Future ROW, from the PUD.

**Section 3.2. Option to Purchase from Developer.** During all times while this Agreement is in full force and effect and when the Developer is in title, if at all, to the Subject Property and following the City Council's adoption of an ordinance withdrawing the Subject Property from the PUD, the City shall have an option right to purchase the Future ROW from the Developer, free and clear of any and all structures, encumbrances, liens, licenses, and any other claims of right by any third person excepting driveways, sidewalks and utility easements, and also excepting any matters of record to which the City expressly consents in writing. The consideration for this option right in favor of the City shall include the purchase price provided for in this Agreement and the City's effort to have the City Council adopt an ordinance removing the Subject Property, including Future ROW, from the PUD.

**Section 3.3. City's Exercise of Option Right.** In order to exercise the option right provided for in Sections 3.1 and 3.2 of this Agreement, the City shall give written notice to the Owner or the Developer, as the case may be, that the City intends to exercise its said option right to purchase the Future ROW. Owner, Phase I Owner and Developer will then have an opportunity to comment and participate in plans for the design, use and construction of the Future ROW, including consideration and protection of the Phase I property adjacent to the Future ROW.

**Section 3.4. Purchase Price:** If the City exercises the option right to purchase the Future ROW from the Developer or Owner, as the case may be, the City shall pay to the said seller at the time of closing on such sale and purchase Ten and No/Hundredths dollars (\$10.00). The purchase price shall be tendered to the said seller and paid to such order as the said seller shall direct in writing. Upon completion of such closing, title to the Future ROW shall be in the form of a warranty deed or trustee's deed and in fee simple without any structures, encumbrances, liens, easements, licenses, and any other claims of right by any third person excepting driveways, sidewalks and utility easements, and also excepting any matters of record to which the City expressly consents in writing.

**ARTICLE IV**  
**CITY COVENANTS AND AGREEMENTS**

**Section 4.1. Withdrawal of Subject Property from the PUD.** Within 60 days of the signing of this Agreement by Owner and Developer, the City Council shall consider execution of this Agreement and a draft ordinance to amend the City's Ordinance No. 9697-26, to withdraw the Subject Property from the PUD. In the event that the City Council fails or refuses to adopt such an ordinance within 120 days of the signing of this Agreement by Owner and Developer, this Agreement shall automatically become null and void.

**Section 4.2. Notification to Developer, Owner and Phase I Owner.** If, after the City purchases the Future ROW, the City intends to construct anything on the Future ROW or any part thereof that would reasonably be expected to temporarily interfere with or otherwise limit the Developer's, Phase I Owner's or Owner's use of the Subject Property, the Phase I property, or any portion thereof, the City shall give written notice to the Developer or Owner, whichever is then in title to the Subject Property, and the Phase I Owner, of the City's intention to undertake construction on the Future ROW or any part thereof. The notice shall briefly describe the nature of the planned or anticipated construction, the anticipated date when construction will begin and end, and the likely impact that such construction will have on the Owner's or Developer's use of the Subject Property, Phase I Owner's use of the Phase I property, or any parts thereof.

**Section 4.3. City's Use of the Future ROW.** If the City chooses to purchase the Future ROW, the City agrees to use all of the Future ROW area for public right-of-way purposes, not to exceed a two-lane roadway with full curb and gutter and the possibility of bike and pedestrian facilities, with no on-street parking.

**Section 4.4. Preservation of Utilities.** The City agrees to take such steps and actions as are necessary in order to preserve and protect all utility lines that may be wholly or partially located in the Future ROW in the same manner that the City preserves and protects utility lines located elsewhere within the City of Urbana corporate limits.

**Section 4.5. Recording this Agreement.** The Parties agree that the City shall record this Agreement upon or after the date that the last Party hereto executes this Agreement.

**ARTICLE V**  
**DEVELOPER'S COVENANTS AND AGREEMENTS**

**Section 5.1. Closing on the PSA.** The Developer intends to purchase the Subject Property and to develop it with affordable housing pursuant to the PSA.

**Section 5.2. Developer's Sale of Future ROW.** If the Developer is in title to the Subject Property, including the Future ROW at the time the City Council adopts an ordinance withdrawing the Subject Property from the PUD and if the City has not already purchased the Future ROW from the Owner, the Developer shall exercise prompt due diligence to close on a sale of the Future ROW to the City with a closing on such sale and purchase occurring within sixty (60) days from the date of the City's notice of intention to purchase the Future ROW. The City's option right to purchase the Future ROW from the Developer shall remain open for the duration of this Agreement.

**Section 5.3. Future ROW.** At all times during when the Developer is in title to the Subject Property, including the Future ROW, the Developer shall keep the Future ROW vacant and free of any permanent structure, encumbrance, lien, license, and other claim of right by any third person excepting excepting driveways, sidewalks and utility easements, and also excepting any matters of record to which the City expressly consents in writing.

**Section 5.4. Future ROW Ownership and Maintenance.** At all times when the Developer is in title to the Subject Property, including the Future ROW, the Developer shall maintain the Subject Property, including the Future ROW, in accordance and compliance with the City's property maintenance code and the City of Urbana Zoning Ordinance.

**Section 5.5. Protecting and Maintaining the Future ROW.** The Developer, during all times when the Developer is in title to the Future ROW, shall take all necessary and appropriate actions, at the Developer's cost and expense (including all attorneys' fees), to save, protect and defend any action by any third-person that claims any right, title or interest in or to the Future ROW or any part thereof or for any bodily injury, personal injury, or property damage that occurs in the Future ROW. Further, the Developer, during all times in which the Developer is in title to the Subject Property, including the Future ROW, shall provide insurance coverage that includes the Future ROW with any such insurance being at the same coverage levels that is or are provided for the remainder of the Subject Property.

## **ARTICLE VI**

### **OWNER COVENANTS AND AGREEMENTS**

**Section 6.1. Closing on PSA.** The Owner intends to sell the Subject Property to Developer pursuant to the PSA.

**Section 6.2. Owner's Sale of Future ROW.** If the Owner is in title to the Subject Property, including the Future ROW, at the time the City Council adopts an ordinance withdrawing the Subject Property from the PUD and if the City has not already purchased the Future ROW from the Owner, the Owner shall exercise prompt due diligence to close a sale of the Future ROW to the City with a closing on such sale and purchase occurring within sixty (60) days from the date of the City's notice of intention to exercise its option right to purchase the Future ROW. The City's option right to purchase the Future ROW from the Owner shall remain open for the duration of this Agreement.

**Section 6.3. Future ROW.** At all times during when the Owner is in title to the Subject Property, including the Future ROW, the Owner shall not sell or otherwise alter the nature or character of the Future ROW and shall keep the Future ROW vacant, free of any permanent structure, encumbrance, lien, license, and other claim of right by any third person excepting driveways, sidewalks and utility easements, and also excepting any matters of record to which the City expressly consents in writing.

**Section 6.4. Future ROW Ownership and Maintenance.** At all times when the Owner is in title to the Subject Property, including the Future ROW, the Owner shall maintain the Subject Property, including the Future ROW, in accordance and in compliance with the City's property maintenance code and the City of Urbana Zoning Ordinance.

**Section 6.5. Protecting and Maintaining the Future ROW.** The Owner, during all times when the Owner is in title to the Future ROW, shall take all necessary and appropriate actions, at the Owner's cost and expense (including all attorneys' fees), to save, protect and defend any action by any

third-person that claims any right, title or interest in or to the Future ROW or any part thereof or for any bodily injury, personal injury, or property damage that occurs in the Future ROW. Further, the Owner, during all times in which the Owner is in title to the Subject Property, including the Future ROW, shall provide insurance coverage that includes the Future ROW with any such insurance being at the same coverage levels that is or are provided for the remainder of the Subject Property.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**Section 7.1. Binding Agreement.** Until such time as the City closes on a purchase of the Future ROW, the City, Developer and Owner agree that none of them will take any action or omit to take action during the term of this Agreement, which act or omission would constitute a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Parties. The terms of this Agreement are hereby expressly made binding upon the Parties' grantees, lessees, assigns and successors in interest of the of the Owner and Developer, as the case may be, as to all or any part of the Subject Property and are further expressly made binding upon the City.

**Section 7.2. Term.** The term of this Agreement shall be for a period of ten (10) years from the date the last Party signs this Agreement.

**Section 7.3. Default, Cure, Enforcement of Agreement.** In the event a Party (the "Non-Defaulting Party") believes that another Party (the "Defaulting Party") has failed to perform any duty or obligation of this Agreement, whether by act or omission, the Non-Defaulting Party may give Notice of Default to the Defaulting Party. All Notices of Default shall be in writing and shall provide (i) a description of the nature of the default; (ii) the provision of this Agreement believed to be in default; (iii) a reasonable date by which such default must be cured; and (iv) the date of the Notice of Default. Within fourteen (14) days of the effective date of the Notice of Default (as described below), the Defaulting Party shall respond to the Notice of Default by stating (i) the default has been cured; (ii) the default cannot be reasonably cured within the time given in the Notice of Default, in which case the Defaulting Party shall provide the Non-Defaulting Party a reasonable date by which the default will be cured; or (iii) that no default has occurred, in which case, the Defaulting Party shall provide objective evidence in support of the Defaulting Party's assertion. If the Parties fail to resolve their differences regarding the existence of a default or whether the same has been cured, the Non-Defaulting Party shall have the right to initiate such legal action as the Non-Defaulting Party believes is necessary to either resolve the dispute or rescind this Agreement. In the event that this Agreement is rescinded by reason of the Owner's or Developer's default or otherwise terminated by any Party by reason of the Owner's or Developer's breach, the Parties agree that any City Council-adopted ordinance that removed the Subject Property from the PUD shall automatically become null and void and/or that the City Council shall have the absolute right to rescind or repeal such ordinance, the effect of which would be restoring the Subject Property to PUD. In the event this Agreement is terminated by reason of any default or breach hereof by the Owner or Developer, this Section shall be deemed and construed as remaining in full force and effect.

**Section 7.4. Notices.** All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement must be in writing and delivered by one of the means provided below in order to be effective. Such written notices, if given as hereinafter provided, shall be deemed effective on the date or time specified below.

If given by U.S. First Class Mail: Such notice shall be sent by certified or registered mail, return receipt requested and the same shall be deemed effective four (4) days after placement with the United States Postal Service if such notice's envelope is properly addressed to the intended recipient and bears

proper postage paid by the sender.

If given by personal delivery or courier service: Such notice shall be deemed effective the day immediately following the day when personal delivery or courier is made if properly addressed to the intended recipient and if all costs and expenses of such delivery are fully paid by the sender.

If given by facsimile machine: Such notice shall be deemed effective the day immediately following the day when the recipient's facsimile machine receives the sender's facsimile if the sender's facsimile provides a printed receipt that the transmission of the facsimile was received and the date and time it was received.

Any notice sent shall be directed to all the other Parties. Any other means of notice shall not be effective. All such notices shall be directed to the following persons at their respective following addresses.

**TO CITY:**

**City of Urbana**

Attention: City Administrator  
400 South Vine Street  
Urbana, IL 61801

**TO DEVELOPER:**

**Union Development Holdings, LLC**

Attention: General Counsel 409  
Massachusetts Avenue, Suite 300  
Indianapolis, IN 46204

**TO OWNER & PHASE I  
OWNER:**

**Scion Urbana Land LLC**

10100 Santa Monica Boulevard  
Suite 2600  
Los Angeles, CA 90067  
Attention: Philip Han

With copy to Owner's Attorney:  
Niveen Tadros, General Counsel & EVP  
Scion Urbana Land LLC/Saban Capital Group  
10100 Santa Monica Boulevard  
Suite 2600  
Los Angeles, CA 90067

**Section 7.5. Covenant Running with the Land.** This Agreement shall constitute a covenant running with the land for the term of this Agreement. The City, Owner and the Developer intend that this Agreement shall be recorded in the Champaign County Recorder's Office, Illinois, with any expenses for said recording to be paid by the City.

**Section 7.6. 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 without the invalid provision.

**Section 7.7. Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf

of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single document.

**Section 7.8 Photocopy Signatures.** The Parties acknowledge that photocopies of this Agreement which have been executed by the Parties hereto or their respective agents shall be binding upon the Parties as if such photocopies were originals regardless of whether such photocopies of this Agreement have been delivered by any one of the means provided for in Section 7.4 of this Agreement. Upon request from any Party hereto, all other Parties agree to execute an original of this Agreement upon presentation thereof if said document has previously been executed and delivered in photocopy form by any one of the means provided in Section 7.4 of this Agreement.

**Section 7.9. Entire Contract and Amendments.** This Agreement (together with the Exhibits attached hereto) is the entire contract between the Parties relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties and may not be modified or amended except by a written instrument executed by the Parties.

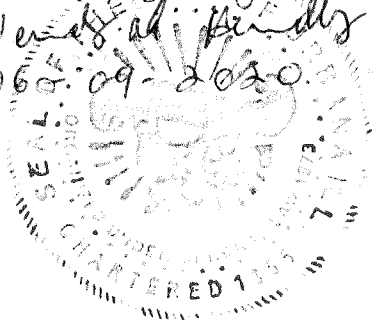
**Section 7.10. Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement. Any failure to enforce a default on or breach of any term, condition or covenant contained in this Agreement shall be deemed or construed as a waiver of such default or breach.

**Section 7.11 Notice of Assignment.** If the Developer or Owner assigns their respective rights or obligations under this Agreement, they will promptly provide the City with notice of any such assignment.

IN WITNESS WHEREOF, the City, the Owner and the Developer 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.

CITY:  
City of Urbana

By: *Diane Wolfe Martin*  
Attest: *Wendy M. Hundley*  
Date: *06-09-2020*



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) SS  
)

I, the undersigned Notary Public, in and for the County of Champaign, State of Illinois, do hereby certify that *Diane Wolfe Martin* (Mayor) and *Wendy M. Hundley* (Clerk), personally known to me to be the Mayor and Clerk of the City of Urbana, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this *16<sup>th</sup>* day of *June*, 2020.

(signature)

Notary Public

*Lizbeth Kay Meharry*

SIGNATURES ON FOLLOWING PAGES



**DEVELOPER:**

**Union Development Holdings, LLC  
An Indiana Limited Liability Company**

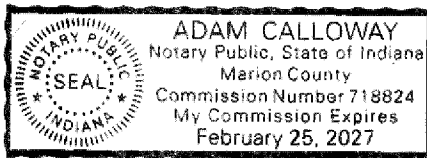
By: K.L.D. Bell

Attest:

Date:

I, the undersigned Notary Public, in and for the County of Marion, State of Indiana, do hereby certify that Kyle Bach, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of May, 2020.



(signature)

Notary Public Adam Calloway

SIGNATURE ON FOLLOWING PAGE



**OWNER:**  
**Scion Urbana Land LLC**  
**An Illinois Limited Liability Company**

By:

Attest:

Date:



I, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

(signature)

Notary Public

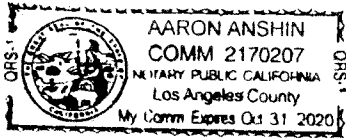
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On 6/2/2020 before me, Aaron Anshin, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared ADAM CHESNOFF  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## **EXHIBIT A**

### Legal Description of Subject Property:

Lot 112 in the replat of Lot 11 and Lot 12 of a replat of Lot 1 and Lot 2 of Melrose of Urbana First Subdivision, as per plat recorded October 11, 2012, as document number 2012R25769, situated in Champaign County, Illinois.

P.I.N.: 91-21-06-476-013

Common Address: 1208 Bradley Avenue, Urbana, IL, 61801

### Description of Future Right-Of-Way (ROW):

A part of Lot 112 in the replat of Lot 11 and Lot 12 of a replat of Lot 1 and Lot 2 of Melrose of Urbana First Subdivision, as per plat recorded October 11, 2012, as document number 2012R25769, situated in the City of Urbana, in Champaign County, Illinois, more particularly described as follows:

Beginning at the southeast corner of said Lot 112 in the replat of Lot 11 and Lot 12 of a replat of Lot 1 and Lot 2 of Melrose of Urbana First Subdivision; thence s 89°25'45" w along the southerly line of said lot 112 for a distance of 60.00 feet; thence n 0°26'32" w for a distance of 1285.63 feet to the northerly line of said lot 112; thence N 89°24'48" E along said Northerly Line of Lot 112 for a distance of 8.09 feet to the Northeast Corner of said Lot 112; thence S 0°36'33" E along the Easterly Line of said Lot 112 for a distance of 81.18 feet; thence N 89°38'39" E continuing along said Easterly Line of Lot 112 for a distance of 51.67 feet; thence S 0°26'32" E continuing along said Easterly Line of Lot 112 for a distance of 1204.26 feet to the point of beginning, containing 1.67 acres, more or less.





City of Urbana  
400 South Vine Street  
Urbana, IL 61801

### CLERK'S CERTIFICATE

STATE OF ILLINOIS        )  
  )  
COUNTY OF CHAMPAIGN)       SS

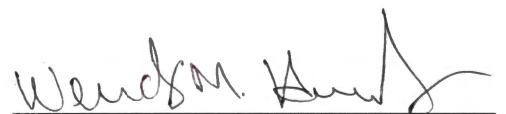
I, WENDY M. HUNDLEY, Deputy City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH UNION DEVELOPMENT HOLDINGS, LLC, AND SCION URBANA LAND, LLC [ORD. 2020-06-030].**

approved by the City Council of the City of Urbana, Illinois, on the 8<sup>th</sup> day of June, AD, 2020, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 9<sup>th</sup> day of June, AD, 2020.



  
Wendy M. Hundley, Deputy City Clerk



ORDINANCE NO. 2020-06-030

**AN ORDINANCE APPROVING AN AGREEMENT WITH UNION DEVELOPMENT HOLDINGS, LLC, AND SCION URBANA LAND, LLC**

**BE IT ORDAINED** by the City Council of the City of Urbana, Illinois, as follows:

**Section 1.**

That an Agreement between the City of Urbana, Illinois, Union Development Holdings, LLC, and Scion Urbana Land, LLC, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 4.**

The City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds and to file a certified copy with the Champaign County Clerk.

This Ordinance shall be in full force and effect from and after its passage.

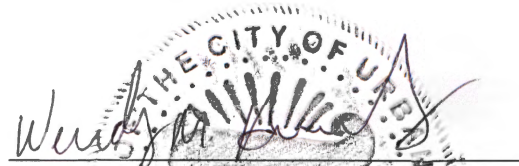
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

**PASSED BY THE CITY COUNCIL** this 8<sup>th</sup> day of June, 2020.

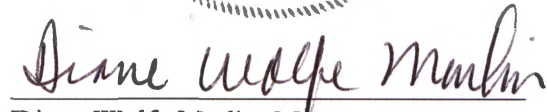
AYES:           Brown, Colbrook, Hursey, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:

  
Wendy M. Hundley, Deputy City Clerk

APPROVED BY THE MAYOR this 9<sup>th</sup> day of June, 2020

  
Diane Wolfe Marlin, Mayor