



DATE: Monday, August 15, 2022
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Jaya Kolisetty - Ward 4

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. **08-01-2022 Minutes**

C. Additions to the Agenda

D. Presentations and Public Input

1. **Presentation: Introduction to Fire Stations 2 & 3 Programming and Schedule - PW**

E. Staff Report

F. New Business

1. **Ordinance No. 2022-08-031:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #1 Omnibus) - HRF
2. **Ordinance No. 2022-08-032:** An Ordinance Approving the 2022 Amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Redevelopment Project Area - CD
3. **Ordinance No. 2022-08-033:** Ordinance Approving the Removal of Certain Property From the City of Urbana TIF Redevelopment Project Area No. 2 - CD
4. **Resolution No. 2022-08-061R:** Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Savannah Green Alleys Rehabilitation Project) - PW
5. **Resolution No. 2022-08-062R:** Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Bridge Inspections 2022 Project) - PW
6. **Resolution No. 2022-08-063R:** A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Boneyard Creek Crossing Improvements Project) - PW
7. **Resolution No. 2022-08-064R:** A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Springfield Avenue from Wright Street to McCullough Street Resurfacing Project) - PW

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/uptv>

- [8.](#) **Ordinance No. 2022-034:** An Ordinance Authorizing an Option to Lease and a Ground Lease of Urbana Landfill Complex - PW
- [9.](#) **Ordinance No. 2022-08-035:** An Ordinance Amending Northgate Planned Unit Development (Rocinante Holdings, LLC at 1502-1/2 Cunningham Avenue / Plan Case 2454-PUD-22) - CD

G. Council Input and Communications

H. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than four (4) minutes per person. The Public Input portion of the meeting shall total no more than one (1) hour, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the

meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Elizabeth Hannan, Human Resources & Finance Director / CFO
Alyana Robinson, Financial Analyst

DATE: August 11, 2022

SUBJECT: FY2023 Budget Amendment #1 – Omnibus

Introduction: Attached is an Ordinance revising the FY2023 annual budget to provide for items described below. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Discussion: The following items are included in the attached Ordinance amending the annual budget.

General Operating Fund (100):

Sister City budget – Rebudget: We are carrying forward FY22 unspent funds of \$11,370 to the FY23 budget.

PSEBA – Police Patrol: Public Safety Employee Benefits Act (PSEBA) benefits in the Police Department will be added; this was inadvertently omitted from the adopted budget. The total estimated amount is \$70,636. These benefits are required by Illinois law to be paid to public safety employees who are disabled while performing their duties, under certain circumstances.

Stormwater Utility Fund (201):

Boneyard Creek Repair: A segment of the Boneyard Creek located west of Broadway Avenue has erosion that needs to be repaired and the bank must be stabilized before the erosion expands and impacts adjacent property. This work was originally planned for FY24 as a part of the Boneyard Creek Crossing project, but its condition worsened and this requires attention in FY23. A total of \$220,000 is required for the completion of this project.

Local Motor Fuel Tax Fund (202):

Federal Grant Application: Safe Streets for All (SS4A) is a new federal grant for which the City, in partnership with CCRPC and CUUATS members, will apply for the Lincoln Avenue project. The application is due in September, and City staff needs assistance from a consultant to complete the application in time. This Lincoln Avenue project is currently in the CIP, but planning was not expected to begin until FY24. This amendment is to repurpose \$50,000 from the Joint and Crack Sealing program to cover the grant application & planning costs.

Fiscal Impact: The new estimated ending fund balance in the General Operating Fund would be \$12,965,143, which is 33.42% of recurring expenditures.

Alternatives:

1. Forward the Ordinance amending the FY2023 budget to City Council for approval on August 22, 2022.
2. Amend one or more of the items before forwarding to Council for approval.

Recommendation: Forward the budget amendment authorizing these adjustments to the FY2023 budget for approval at the August 22, 2022 City Council meeting.

ORDINANCE NO. _____**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE****(Budget Amendment #1 - Omnibus)**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and may exercise any power and perform any function pertaining to its governmental business and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted by the Illinois Constitution of 1970; and

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

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

WHEREAS, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

PASSED BY THE CORPORATE AUTHORITIES this __ Day of _____, 20__.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this __ Day of _____, 20__.

Diane Wolfe Marlin, Mayor

Budget Amendment 2022/23 - 01 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<u>GENERAL FUND (100)</u>						
<u>Expenditures</u>						
10060109-52999		SISTER CITY - OTHER CONTRACTUAL SERVICES	-	11,370	11,370	rebudget
10020201-50211		POLICE PATROL - PSEBA	-	70,636	70,636	PSEBA
<u>Total Expenditures</u>			<u>41,124,805</u>	<u>41,206,811</u>	<u>82,006</u>	
<u>Ending Fund Balance (estimated)</u>			<u>13,035,779</u>	<u>12,965,143</u>	<u>(70,636)</u>	
 <u>STORMWATER UTILITY FUND (201)</u>						
<u>Expenditures</u>						
20140470-53303-40414	40414-CONST	STORMWATER	-	220,000	220,000	Boneyard Creek erosion repair
<u>Total Expenditures</u>			<u>2,568,650</u>	<u>2,788,650</u>	<u>220,000</u>	
<u>Ending Fund Balance (estimated)</u>			<u>1,040,475</u>	<u>820,475</u>	<u>(220,000)</u>	
 <u>LOCAL MOTOR FUEL TAX (202)</u>						
<u>Expenditures</u>						
20240470-52105-40124	40124-PLANNING-LMFT	PLANNING SERVICES	-	50,000	50,000	Safe streets for all (SS4A) grant application
20240470-53301-40159	40159-CONST-LMFT	HIGHWAY AND STREETS	140,000	90,000	(50,000)	Safe streets for all (SS4A) grant application
<u>Total Expenditures</u>			<u>2,110,715</u>	<u>2,110,715</u>	<u>-</u>	
<u>Ending Fund Balance (estimated)</u>			<u>319,815</u>	<u>319,815</u>	<u>-</u>	

Tax Increment Financing Redevelopment Plan & Project

2022 Amendment to the Central Redevelopment Project Area

Prepared for

City of Urbana, Illinois

Prepared by

PGAV **PLANNERS**

April 11, 2022

CITY OF URBANA, ILLINOIS

MAYOR

Diane Wolfe Marlin

CITY COUNCIL

Maryalice Wu, Ward 1

Christopher Evans, Ward 2

Shirese Hursey, Ward 3

Jaya Kolisetty, Ward 4

Chaundra Bishop, Ward 5

Grace Wilken, Ward 6

James Quisenberry, Ward 7

CITY MANAGER

Carol Mitten

CITY CLERK

Phyllis D. Clark

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SECTION I

INTRODUCTION

On October 17, 2016, the City Council of the City of Urbana, Illinois (the “City”) adopted Ordinance No. 2016-09-084, 2016-09-085, 2016-09-086 establishing the Central Area TIF Redevelopment Project Area. This was accomplished pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “Act”).

Since the establishment of the Central Area TIF, progress has been made with respect to economic growth and community improvements in this area of the City which includes the City’s Downtown area. As outlined in the Central Area Redevelopment Plan, an extensive list of projects are the focus of that Redevelopment Plan. In order to ensure that the extensive list of projects have the greatest ability to be accomplished, the City is amending the Central Area Redevelopment Project Area to include a strip of improved land of approximately 0.31 acres (about 13,364.76 square feet) that is presently located in Central Area TIF. This will allow the Central Area Redevelopment Project Area to achieve contiguity with Cunningham TIF District No. 4 (“TIF No. 4”). This will allow the Central Area TIF to benefit from the cash transfer or loan of incremental revenues from TIF No. 4 in accord with the provisions of the TIF Act.

This document constitutes the amendment to the Original Plan. This amendment provides for:

- The addition of approximately 0.31 acres of real estate to the redevelopment Project Area boundary, and
- An update to the estimated redevelopment project costs.

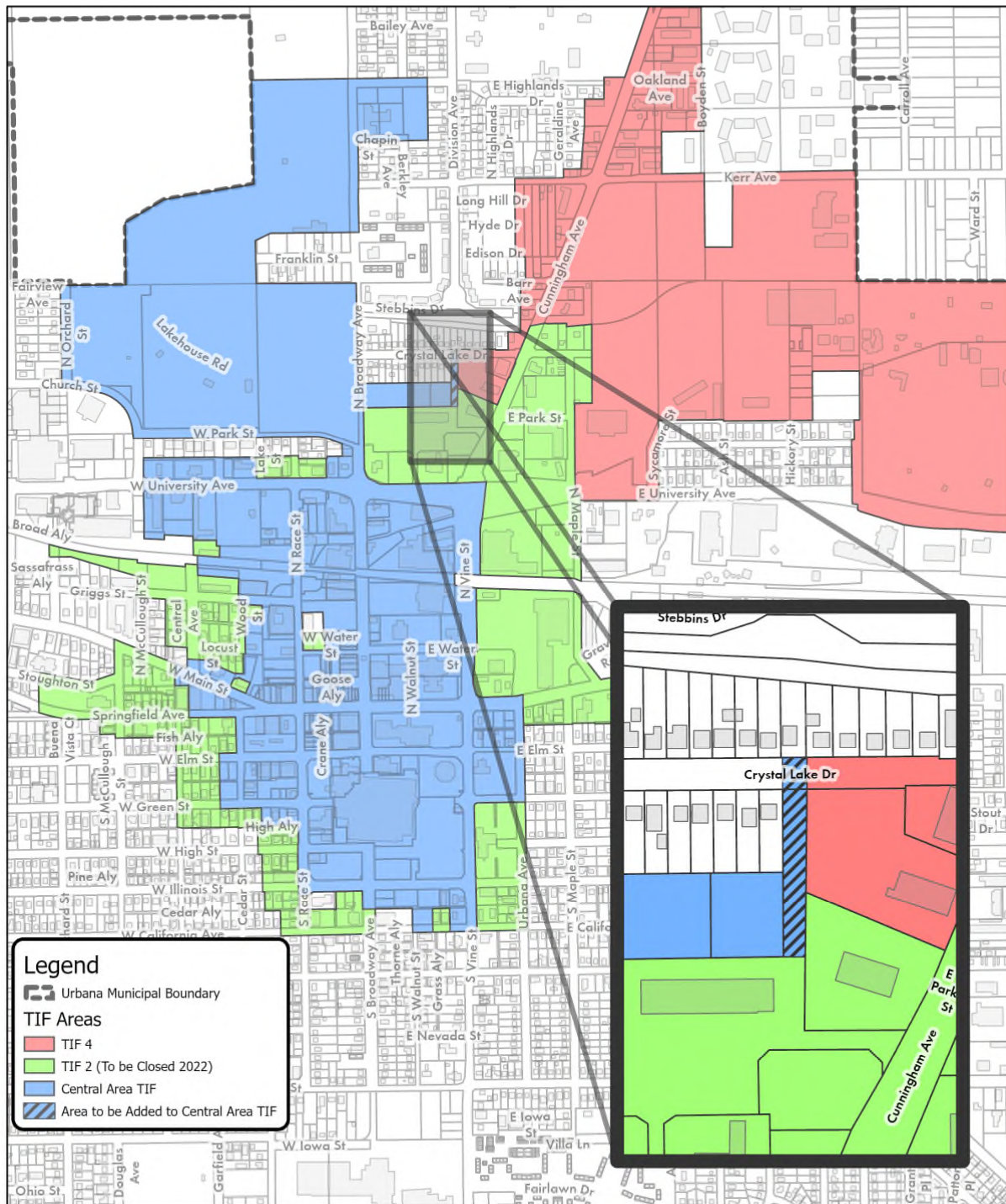
These changes collectively constitute the 2022 Central Area Redevelopment Plan Amendment (“Plan Amendment”).

The boundaries of the areas to be added to the Project Area are illustrated on **Exhibit A – Proposed Addition to the Redevelopment Project Area**. A boundary description of this added area is included in the **Appendix as Attachment A – Boundary Description for Area Added to Redevelopment Project Area**. The parcel identification number (**PIN**) for the **added property** is as follows:

- 91-21-08-405-038

As noted on Exhibit A, this addition will involve a PIN split of this parcel that will place a portion of the parcel in the Central Area TIF and remove it from TIF No. 2 (which expires in December of 2022). This adds approximately 0.31 acres (about 13,364.76 square feet) of the approximately 4.5 acres (about 196,478.76 square feet) of the parcel associated with PIN 91-21-08-405-038 to the Central Area TIF Redevelopment Area.

The following sections of this report present the amended Redevelopment Plan and Project.



SECTION II

BASIS FOR ELIGIBILITY OF THE ADDED AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act. This 2022 Central Redevelopment Plan and Project Amendment recites the relevant statutory requirements and sets forth the eligibility criteria for the added area.

B. Analysis of Conditions in the Area Proposed to be Added to the Project Area

As noted in Section I of this report and depicted on Exhibit A, there is a portion of one parcel of land, totaling approximately 0.31 acres, proposed to be added to the Project Area. This parcel, which comprises 100% of the area to be added to the Central Area TIF will be utilized to provide contiguity with Cunningham TIF No. 4. This property is considered “improved” land, as defined by the Act. The parcel consists of a paved, privately-owned roadway that provides access to the remainder of the larger parcel which is a strip commercial center with an array of retail and service tenants. This roadway connects the shopping center on the south with Crystal Lake Drive on the north.

The single “improved” parcel in the area to be added constitutes all of what is a negligible addition to the area proposed to be added to the Project Area and is a de minimis amount of the total Project Area. The inclusion of this property and its inconsequential size relative to the Original Project Area means that it does not affect qualifications of the Project Area, as a whole, established under the Act and the “vacant” and “improved” factors that allowed the area to qualify and set forth in the Original Plan.

The property proposed to be added to the Project Area constitute less than 1% (0.16%) of the original 192 acres within the original Project Area and, therefore, is inconsequential to the eligibility findings of the Original Plan. In order to assist in the implementation of the Original Plan, it is vital that this property be added to the Project Area in order to create contiguity with TIF No. 4. In addition, removal of this property from Central Area TIF has no impact on the ability of Central Area TIF to fund the redevelopment projects that were envisioned for it.

TIF No. 2 will close in December of 2022 based on 2021 revenues payable in 2022. Any accrued incremental revenues that are deemed surplus when TIF No.2 closes will be distributed to the taxing districts according to the provisions of the TIF Act.

SECTION III

REVISED REDEVELOPMENT PLAN AND PROJECT

A. Introduction

The Act defines a **Redevelopment Plan** as the “comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area.” The term **Redevelopment Project** means “any public and private development project in furtherance of the objectives of a redevelopment plan.”

B. General Land Uses to Apply

The general land uses to apply on the property to be added to the Central Area TIF, as amended, will be Regional Business. The property to be added is a private roadway which will remain. Therefore, this Plan Amendment does not impact the General Land Use Plan or compliance with the City’s Comprehensive Plan as substantiated in the original Central Area Redevelopment Plan

There are no housing units within the property to be added as part of this 2022 Plan Amendment and it is not the intent of this Amendment to use TIF to assist with displacing occupied housing units. Instead, TIF assistance will only be used to assist redevelopment projects involving residential property whereby: a) the owner of an owner-occupied dwelling(s) is a willing seller(s), b) rental dwelling units are not occupied, and c) the redevelopment project meets current development policies and codes.

C. Objectives

The objectives of this 2022 Plan Amendment are the same as those outlined in Section IV of the Original Plan beginning at the bottom of Page 25. In addition, this Amended Plan is intended to provide contiguity with Cunningham TIF No. 4.

D. Program to be Undertaken to Accomplish Objectives

The City of Urbana has determined that it is appropriate to continue its program to provide limited financial incentives for private investment within the Project Area. It has been determined, through private and public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling

redevelopment and conservation within the Project Area. The Project Area, as modified by this 2019 Plan Amendment, and the City as a whole, along with all other local taxing bodies, will benefit from the implementation of this Redevelopment Plan. The City will incorporate appropriate provisions within any redevelopment agreement, entered into between the City and private parties, to assure that redevelopment projects make progress toward achieving the objectives stated herein.

E. Redevelopment Project

To achieve the objectives proposed in the Plan, multiple Redevelopment Projects will be undertaken. Redevelopment Projects will involve a combination of private investment and public investment to help overcome the extraordinary costs associated with redevelopment and building renovations. Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

Continuation of renovation and repairs to existing buildings, particularly with respect to vacant or underutilized upper floors. Also, continuation of redevelopment of properties with new buildings and site improvements in furtherance of the Plan objectives stated herein.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include but are not limited to: street and sidewalk improvements, land assembly and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), and provision of public parking, as well as other programs of financial assistance, as may be provided by the City. Public projects may also include assistance for renovating and retrofitting existing buildings.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest in the Central Area TIF. Therefore, any property located within Central Area TIF may be acquired by the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. The portion of the existing parcel to be added to the Central Area TIF as part of this Amended Plan is not specifically intended to be acquired by the City at this time This may

include the displacement of inhabited housing units located in the Project Area (see below). The property to be amended has no building improvements.

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, the City hereby certifies that this 2022 Plan Amendment will not result in the displacement of more than nine (9) inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of ten (10) or more inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

If households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the Act, “low-income households”, “very low-income households” and “affordable housing” have the meanings set forth in the Illinois Affordable Housing Act.

F. Revised Estimated Redevelopment Project Costs

The estimated costs associated with the eligible redevelopment activities are presented in **Exhibit B** entitled **Revised Estimated Redevelopment Project Costs** below. The costs shown are those as provided for in the Original Plan and those provided for in this Amended Plan. They reflect the estimated project costs from the Original Plan adjusted for inflation using the Consumer Price Index (CPI) data from the U.S. Department of Labor, Bureau of Labor Statistics for 2016 through 2021. These estimates do not include costs incurred to date but does include estimated costs to be incurred to implement this 2022 Plan Amendment. These estimated costs are expressed in 2022 dollars and are

Exhibit B

REVISED ESTIMATED REDEVELOPMENT PROJECT COSTS

2022 Amendment to the Central Area TIF
City of Urbana, Illinois

Description	Original Plan	Amended Plan
	Estimated Cost	Inflation Adjusted Estimated Cost
A. Public Works or Improvements <i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	\$10,000,000	\$11,290,087
B. Property Assembly <i>(Acquisition of land, building demolition and site preparation)</i>	\$15,000,000	\$16,935,131
C. Building Rehabilitation	\$5,000,000	\$5,645,044
D. Relocation	\$500,000	\$564,504
E. Taxing District Capital Costs	\$500,000	\$564,504
F. Job Training	\$500,000	\$564,504
G. Interest Costs Incurred by Developers	\$5,000,000	\$5,645,044
H. Planning, Legal and Professional Services	\$2,500,000	\$2,822,522
I. General Administration	\$0	\$0
J. Financing Costs	See Note 3	\$0
K. Contingency	\$0	\$0
Total Estimated Costs	\$39,000,000	\$44,031,341

Notes:

1. All costs shown are in 2022 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act. Column entitled "Amended Plan Inflation Adjusted" represents percentage rise in the Consumer Price Index between 2016 and 2021 of 12.9% based on U.S. Bureau of Labor Statistics data from January 12, 2021.

subject to refinement as specific plans are finalized and experience is gained in implementing this Redevelopment Plan. Note that, unless otherwise funded from other sources, payment of any project cost will be limited to that which can be funded by the incremental revenues generated within the Project Area, as amended.

G. Description of Redevelopment Project Costs

Costs that may be reimbursed as TIF eligible costs in implementing the 2022 Plan Amendment include project costs and expenses as itemized Exhibit D. Itemized below is an abbreviated listing of “redevelopment project costs”, as defined in the Act, which are most applicable to this 2022 Plan Amendment [**bold typeface added for ease of reference**]. See the Act for the full text of the definition of redevelopment project costs.

1. **Costs of studies, surveys, development of plans, and specifications, implementation and administration** of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- 1.5. After July 1, 1999, **annual administrative costs shall not include general overhead or administrative costs of the municipality** that would still

have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;

- 1.6. The **cost of marketing sites** within the redevelopment project area to prospective businesses, developers, and investors;
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, **real or personal**, or rights or interests therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and **the clearing and grading of land**;
3. **Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings**, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs **shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building** as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 **unless** either
 - (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or

- (ii) the **municipality makes a reasonable determination in the redevelopment plan**, supported by information that provides the basis for that determination, **that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan**;
- 5. **Costs of job training and retraining projects**, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- 6. **Financing costs**, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
- 7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.
- 8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
- 9. **Payment in lieu of taxes** [see Sec. 11-74.4-3 (m) of the Act];
- 10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs
 - (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs

for persons employed or to be employed by employers located in a redevelopment project area; and

- (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

11. **Interest cost incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (A) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
- (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
- (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (D) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - (i) cost paid or incurred by the redeveloper for the redevelopment project plus

- (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 12. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- 13. After November 1, 1999 (the effective date of Public Act 91-478), **none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location** within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

SECTION IV

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with the Comprehensive Plan

Redevelopment projects completed to date and proposed to be undertaken pursuant this 2022 Plan Amendment are consistent with the Comprehensive Plan for the City as cited in the Original Plan. In addition, all development in the Redevelopment Project Area will comply with applicable codes and ordinances.

B. Area to be Added, on the Whole, not Subject to Growth and Development

The privately-owned property to be added (part of a single larger parcel) has been used for vehicular access with no prima facie evidence that would indicate any significant investment other than periodic maintenance (e.g., routine roadway maintenance). Therefore, it is concluded that the area to be added to the Project Area, on the whole, has not been subject to growth and development through investment of private enterprise. The addition of this property to the Central Area TIF and the connection to TIF 4 will aid in the implementation of the Original Plan by encouraging growth and development.

C. Would Not be Developed “but for” TIF

The success to date with private investment within Central Area TIF is a direct result of TIF investment in public infrastructure improvements and TIF incentive agreements with private parties. To continue this momentum and to address the unmet needs for the Project Area, contiguity with Cunningham TIF No. 4 is needed to ensure that redevelopment project costs have access to funds from this adjacent redevelopment area, if needed, the property addition as proposed is needed. It is the intent of this 2022 Plan Amendment to provide TIF financing to address remaining deficiencies and redevelopment projects in the Central Area TIF.

D. Assessment of Financial Impact

Private investment in redevelopment projects and building improvement projects has contributed to property value increases in Central Area TIF and thus, incremental tax revenue that flows to the TIF fund and not to the taxing districts. However, it is unlikely that the Central Area TIF redevelopment projects and other private investment would have occurred “BUT FOR” the use of TIF financing to make significant upgrades to public infrastructure and induce private investment in redevelopment and building renovation projects. Prior to the establishment of the Central Area TIF, property values were declining, as was documented in Section V of the Original Plan.

E. Estimated Date for Completion of Redevelopment Projects

The estimated date for the completion of the Redevelopment Projects or retirement of obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) may not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which Ordinance No.’s 2016-09-084, 2016-09-085, 2016-09-086 were passed approving the original Central Area Redevelopment Project Area.

F. Sources of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite the implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and proceeds from the sale of land in the Project Area, as well as other revenues.

G. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for any other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution to the taxing districts to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

H. Most Recent EAV and Redevelopment Valuation

The most recent total equalized assessed valuation (EAV) for the added area was approximately \$54,165.70 (2021 tax year EAV for the partial area of the property associated with the PIN identified in Section I of this Plan Amendment). After adoption of this 2022 Plan Amendment, establishing the revised boundaries of the Redevelopment Project Area and adopting tax increment financing for added area, the City will make a request to the County Clerk of Champaign County to certify the base EAV for parcels of real estate added to the Project Area. This added parcel will have a different “base” year value than the original parcels located in Central Area TIF.

Contingent on the adoption of this 2022 Plan Amendment and commitment by the City to the Redevelopment Program, it is anticipated that the equalized assessed valuation of the added property to have a negligible impact on the Amended Plan. The added property

is a private roadway which is not likely to increase in value beyond that which will accrue based on typical land value increases.

I. Fair Employment Practices and Affirmative Action

The City complies with fair employment practices and affirmative action. Furthermore, the City will require that all recipients of tax increment financing assistance comply with state and federal laws dealing with fair employment practices and affirmative action.

J. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

Boundary Description of Area to be Added to Redevelopment Project Area No. 2

Exhibit A

Boundary descriptions of areas added to Central Redevelopment Project Area

The following described area shall be added to the boundaries of and included within the Central TIF:

Beginning at the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence north along the east line of said lot and continuing north along the east line of Lot 28 Crystal Lake Park Addition and continuing north across the right-of-way, being Crystal Lake Drive, to the SW corner of Lot 1 Crystal Lake Park Addition thence East along the south line of said lot to the SE corner of said Lot thence south across the right-of-way, being Crystal Lake Drive, to the NW corner of Lot 15 of Shephards Hiram Addition thence south along the west line of said lot continuing south along the west line of Lots 18, 19, and 20 of Shephards Hiram Addition continuing south along the west line of Lot 21 of Shephards Hiram Addition continuing south along the west line of Lot 23 of Shephards Hiram Addition to a point directly east of the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence west to the point of beginning.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
 Stepheny McMahon, Economic Development Supervisor
 Adam Stroud, PGAV Planners

DATE: August 11, 2022

**SUBJECT: AN ORDINANCE APPROVING THE 2022 AMENDMENT TO THE
 TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN
 AND PROJECT FOR THE CENTRAL REDEVELOPMENT
 PROJECT AREA**

Introduction

The City Council is requested to consider the attached ordinance approving the 2022 amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Redevelopment Project Area.

Background

The City of Urbana's TIF 2 is set to expire December 31, 2022. With this expiration, the two remaining TIF Districts, TIF 4 and Central TIF, will no longer be contiguous.

Discussion

With the upcoming expiration of TIF 2, it is advisable for the City to amend the Central TIF boundary so that it will be contiguous with TIF 4. This contiguity would provide flexibility to port funds between the two districts, if needed. Such flexibility has the potential to help with the continuation of small business grants such as the new Signage Grant, developments such as the Hotel Royer, targeted projects the City is working to attract on the North Cunningham TIF 4 corridor (e.g., a new family friendly hotel and/or travel plaza), as well as infrastructure projects within both of the TIFs. There are no plans to port funds at this time.

The City contracted with PGAV Planners to assist with the Central TIF boundary amendment. They have advised on the many steps required by legislation to propose and implement this change. The requirements have included several mailings to impacted parties including residents, property owners, and taxing bodies. A public meeting was held on May 19, 2022 at 1:30 pm to hear from the public, at which time there was no given public comment. The TIF Joint Review Board met on June 21, 2022 at 3:00 pm to review the amendment and hear questions and concerns, after which they

voted to recommend the approval of the amendment to the City Council as per the attached DRAFT meeting minutes. (Exhibit C). The City Council held a public hearing on August 1, 2022 at 7:00 pm, and there were no comments from the public. There have been no public objections to the proposed TIF amendment.

If this Ordinance to accept the amendment to the TIF Redevelopment Plan and Project for the Central Redevelopment Project Area is not approved, the City will not have the flexibility to port funds between the Central TIF and TIF 4 after the expiration of TIF 2 on December 31, 2022. This lack of flexibility could limit the City's ability to support new developments throughout the duration of the two remaining TIF Districts.

Options

1. Approve the attached Ordinance and forward to City Council for placement on the consent agenda.
2. Approve the Ordinance with changes.
3. Do not approve the Ordinance.

Recommendation

Staff recommends that the City Council approve the Ordinance amending the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Redevelopment Project Area.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE REMOVAL OF CERTAIN PROPERTY
FROM THE CITY OF URBANA
TIF REDEVELOPMENT PROJECT AREA NO. 2**

WHEREAS, on December 15, 1986, the City Council of the City of Urbana adopted Ordinance 8687-45, which adopted a Redevelopment Plan and Project (the “Plan”), designated a Redevelopment Project Area (the “Project Area” or “Area”), and adopted tax increment financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (“TIF Act”) for a portion of the City referred to as Redevelopment Project Area No. 2 (also referred to as TIF District No. 2); and

WHEREAS, pursuant to the TIF Act, the City has amended the TIF 2 Plan and Project from time to time, including Ordinance 2002-06-064, which altered the termination date language proposed in Ordinance 9394-101 to match that of the TIF Act and Ordinance 2005-03-032, which extended the expiration date to December 31, 2022; and

WHEREAS, it is now desirable and for the best interest of the citizens of the City to amend the Area boundaries by removing property, described and attached herein as **Exhibit A**, from TIF 2 in order to establish a link between TIF 4 and Central Area TIF; and

WHEREAS, subsection 11-74.4-5(c) of the TIF Act provides that a redevelopment plan and redevelopment project area may be amended, provided changes that do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project costs set out in the re-development plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or
- (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10,

may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the TIF Act, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a

newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes; and

WHEREAS, the change to the Project Area boundary involves the removal of property and, therefore, may be made without further hearing and related notices and procedures.

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

1. The property described in the attached **Exhibit A** is hereby removed from the TIF 2 (to be included in the Central Area TIF).
2. The City Clerk is hereby directed to notify the County Clerk of this change to the Project Area boundary.
3. The City Clerk is hereby directed, within 10 days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish said notice in the Champaign News Gazette, a newspaper of general circulation within the affecting taxing districts.
4. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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 Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of August, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of August, 2022

Diane Wolfe Marlin, Mayor

Attachment: Exhibit A – Boundary Description of Property Removed from Redevelopment
Project Area No. 2

Exhibit A

BOUNDARY DESCRIPTION OF AREA REMOVED FROM REDEVELOPMENT PROJECT AREA NO. 2 City of Urbana, Illinois

The following described area shall be added to the boundaries of and included within the Central TIF:

Beginning at the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence north along the east line of said lot and continuing north along the east line of Lot 28 Crystal Lake Park Addition and continuing north across the right-of-way, being Crystal Lake Drive, to the SW corner of Lot 1 Crystal Lake Park Addition thence East along the south line of said lot to the SE corner of said Lot thence south across the right-of-way, being Crystal Lake Drive, to the NW corner of Lot 15 of Shephards Hiram Addition thence south along the west line of said lot continuing south along the west line of Lots 18, 19, and 20 of Shephards Hiram Addition continuing south along the west line of Lot 21 of Shephards Hiram Addition continuing south along the west line of Lot 23 of Shephards Hiram Addition to a point directly east of the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence west to the point of beginning.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE 2022 AMENDMENT TO THE
TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN AND PROJECT
FOR THE CENTRAL REDEVELOPMENT PROJECT AREA**

WHEREAS, on October 17, 2016, the City Council of the City of Urbana adopted Ordinances 2016-09-084, 2016-09-085, and 2016-09-086, which adopted a Redevelopment Plan and Project (the “Plan”), designated a Redevelopment Project Area (the “Project Area”), and adopted tax increment financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.* (“TIF Act”) for a portion of the City referred to as the Central Redevelopment Project Area; and

WHEREAS, the City now desires to amend the Plan and Project Area to add a property that will advance community revitalization initiatives within the Project Area; and

WHEREAS, the property to be added is a portion of the property identified by PIN 91-21-08-405-038 and it constitutes .31 acres out of 4.5 acres of said property; and

WHEREAS, the property to be added (.31 acres) will make up .16% of the overall land of the Project Area (192 acres), and it is considered de minimis and will not impact the qualifications of the overall Project Area; and

WHEREAS, the City of Urbana drafted the “2022 Amendment to the Central Redevelopment Project Area” (the “2022 Plan Amendment”) to (i) amend the boundaries of the Project Area to include additional areas; (ii) make other modifications to the text of the Plan and Project as necessary; and

WHEREAS, due notice in respect to a Public Meeting was sent to taxing bodies, residential addresses, and property owners on May 4, 2022; and

WHEREAS, the City caused a Public Meeting to be held on May 19, 2022; and

WHEREAS, the 2022 Plan Amendment was made available for public inspection at the City Clerk’s office on May 27, 2022; and

WHEREAS, the City Council did, on June 6, 2022, pass Ordinance 2022-06-022 setting August 1, 2022 as the date for the public hearing on the 2022 Plan Amendment, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to the availability of the 2022 Plan Amendment was given by mail on June 7, 2022 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the Project Area; and

WHEREAS, due notice in respect to the availability of the 2022 Plan Amendment, was given by mail on June 7, 2022 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all

residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City caused a public hearing to be held relative to the proposed 2022 Plan Amendment on August 1, 2022 at the Urbana City Building; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the State of Illinois by certified mail on June 7, 2022; by publication on July 12, 2022 and July 19, 2022; and by certified mail to property owners within the Project Area on July 19, 2022; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City caused a TIF Joint Review Board Meeting to be held relative to the proposed 2022 Plan Amendment on July 21, 2022 at the Urbana City Building at which meeting there were no objections to the proposed TIF amendments; and

WHEREAS, the City Council has reviewed its proposed 2022 Plan Amendment and its Comprehensive Plan for the development of the City as a whole to determine whether the proposed 2022 Plan Amendment conforms to the Comprehensive Plan of the City.

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

Section 1. Findings. The City Council of the City of Urbana makes the following findings:

- A. The areas to be added to the Project Area are described in **Exhibit A**, attached hereto and made part of this Ordinance.
- B. The area to be added represents a de minimis portion of the overall Project Area.
- C. The areas to be added to the Project Area, on the whole, have not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the 2022 Plan Amendment.
- D. The 2022 Plan Amendment conforms to the Comprehensive Plan for the development of the municipality as a whole.
- E. The parcels of real property to be added to the Project Area are contiguous and only those contiguous parcels of real property that will be substantially benefited by the proposed redevelopment projects are included in the Project Area.
- F. The estimated date for the completion of the redevelopment projects or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the TIF Act is to be made with respect to ad valorem

taxes levied in the twenty-third calendar year after the year in which the ordinance approving the 2022 Plan Amendment was adopted.

Section 2. Proposed Amendment of Redevelopment Project Area. The 2022 Amendment to the Central Redevelopment Project Area, dated April 11, 2022, which was the subject matter of the hearing held on August 1, 2022, is hereby adopted and approved. A copy of the aforementioned 2022 Plan Amendment, marked as **Exhibit B**, is attached to and made a part of this Ordinance.

Section 3. Property Description. The property described in the attached Exhibit A as property to be added the Project Area is hereby designated as part of Project Area pursuant to Section 11-74.4.4 of the TIF Act.

Section 4. Proposed Boundary Amendment Legal Description. Tax increment financing is hereby adopted with respect to the properties added as part of the 2022 Plan Amendment, as approved and adopted by this Ordinance, which said properties are designated by this Ordinance as part of Project Area, the boundaries thereof being legally described in **Exhibit A** of this Ordinance.

Section 5. Division of ad valorem taxes. After the total equalized assessed valuation of taxable real property added to Redevelopment Project Area by the 2022 Plan Amendment exceeds the total initial equalized assessed value of all taxable real property added to Project Area, the ad valorem taxes, if any, arising from the levies upon said taxable real property by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- A. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property added to Project Area by the 2022 Amendment shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property added to Project Area by the 2022 Plan Amendment over and above the initial equalized assessed value of each property in the area added to Project Area by the 2022 Plan Amendment shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into the Special Tax Allocation Fund for the Project Area of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

Section 6. Reporting of Proposed Plan Amendment. The City Clerk is hereby directed to notify the County Clerk of the 2022 Plan Amendment and request that the initial equalized assessed valuation be certified for those parcels of property added to the Project Area.

Section 7. Conflicting Ordinances Repealed. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 8. Effective Date. This Ordinance shall become effective upon its passage and approval as required by law.

This Ordinance is hereby passed by the affirmative vote of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting of the Corporate Authorities on the _____ day of August, 2022, upon a roll call vote as follows:

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of August, 2022

Diane Wolfe Marlin, Mayor

Attachments:

Exhibit A Boundary descriptions of areas added to Central Redevelopment Project Area

Exhibit B 2022 Amendment to the Central Redevelopment Project Area, dated April 1, 2022

Minutes of Annual Meeting

Exhibit C

TAX INCREMENT FINANCE JOINT REVIEW BOARD**Date:** Tuesday, June 21, 2022**Time:** 3:00 p.m.**Place:** Urbana City Council Chambers

MEMBERS PRESENT: Hon. Diane Wolfe Marlin, Mayor, City of Urbana
Darlene Kloeppel, County Executive, Champaign County
Michelle Wright, Finance Director, CUMTD
Wayne T. Williams Jr., Assessor, Cunningham Township
Dr. Jennifer Ivory Tatum, Superintendent, Urbana School Dist. #116
John Baker, Dir. Of Business, Finance & HR, CC Forest Preserve

STAFF PRESENT: Stepheny McMahon, Economic Development Supervisor
Darius White, Economic Development Coordinator

OTHERS PRESENT: Katie Rowland, Chief Financial Officer, Urbana School District #116
Adam Stroud, PGAV Planners

I. CALL TO ORDER

Mayor Marlin called the meeting to order at 3:10 pm., and a quorum of the Joint Review Board members was declared to be present.

II. ROLL CALL OF TAXING DISTRICT REPRESENTATIVES AND PUBLIC MEMBER

Roll was called with the members listed above all present.

III. APPOINTMENT OF NEW PUBLIC MEMBER

The invited public member did not attend.

IV. OVERVIEW OF JOINT REVIEW BOARD RESPONSIBILITIES

Mr. Stroud of PGAV Planners presented an overview of the responsibilities of the TIF Joint Review Board.

V. PRESENTATION REGARDING THE 2022 TIF PLAN AMENDMENT

Mr. Stroud of PGAV Planners presented the proposed amendment to the Central TIF District and that the City is asking to add a small privately-owned parcel of land to Central TIF so that it will be contiguous with TIF 4 when TIF 2 expires at the end of 2022.

Mr. Stroud also pointed out that the proposed amendment also updated the TIF budget that was originally created in 2016 so as to reflect inflation.

VI. DISCUSSION AND RECOMMENDATION OF THE JOINT REVIEW BOARD TO THE COUNCIL

Dr. Ivory Tatum asked what the consequence would be if the amendment is not recommended and the parcel of land is not added to Central TIF. Mr. Stroud responded that Central TIF and TIF 4 would not be contiguous and, therefore, the City would not be able to port funds between the two TIF Districts.

A motion was made by Ms. Kloeppel that the TIF Joint Review Board recommend that the City Council adopt the 2022 amendment to the Central TIF Redevelopment Area as written.

The motion was seconded by Dr. Ivory Tatum.

The motion passed unanimously.

VII. PUBLIC COMMENT

There was no public comment.

VIII. ADJOURN JOINT REVIEW BOARD MEETING

The meeting was adjourned at 3:22 pm by Mayor Marlin.

Respectfully submitted,

Stepheny McMahon, TIF Administrator

Tax Increment Financing Redevelopment Plan & Project

2022 Amendment to the Central Redevelopment Project Area

Prepared for

City of Urbana, Illinois

Prepared by

PGAV PLANNERS

April 11, 2022

CITY OF URBANA, ILLINOIS

MAYOR

Diane Wolfe Marlin

CITY COUNCIL

Maryalice Wu, Ward 1

Christopher Evans, Ward 2

Shirese Hursey, Ward 3

Jaya Kolisetty, Ward 4

Chaundra Bishop, Ward 5

Grace Wilken, Ward 6

James Quisenberry, Ward 7

CITY MANAGER

Carol Mitten

CITY CLERK

Phyllis D. Clark

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SECTION I

INTRODUCTION

On October 17, 2016, the City Council of the City of Urbana, Illinois (the “City”) adopted Ordinance No. 2016-09-084, 2016-09-085, 2016-09-086 establishing the Central Area TIF Redevelopment Project Area. This was accomplished pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “Act”).

Since the establishment of the Central Area TIF, progress has been made with respect to economic growth and community improvements in this area of the City which includes the City’s Downtown area. As outlined in the Central Area Redevelopment Plan, an extensive list of projects are the focus of that Redevelopment Plan. In order to ensure that the extensive list of projects have the greatest ability to be accomplished, the City is amending the Central Area Redevelopment Project Area to include a strip of improved land of approximately 0.31 acres (about 13,364.76 square feet) that is presently located in Central Area TIF. This will allow the Central Area Redevelopment Project Area to achieve contiguity with Cunningham TIF District No. 4 (“TIF No. 4”). This will allow the Central Area TIF to benefit from the cash transfer or loan of incremental revenues from TIF No. 4 in accord with the provisions of the TIF Act.

This document constitutes the amendment to the Original Plan. This amendment provides for:

- The addition of approximately 0.31 acres of real estate to the redevelopment Project Area boundary, and
- An update to the estimated redevelopment project costs.

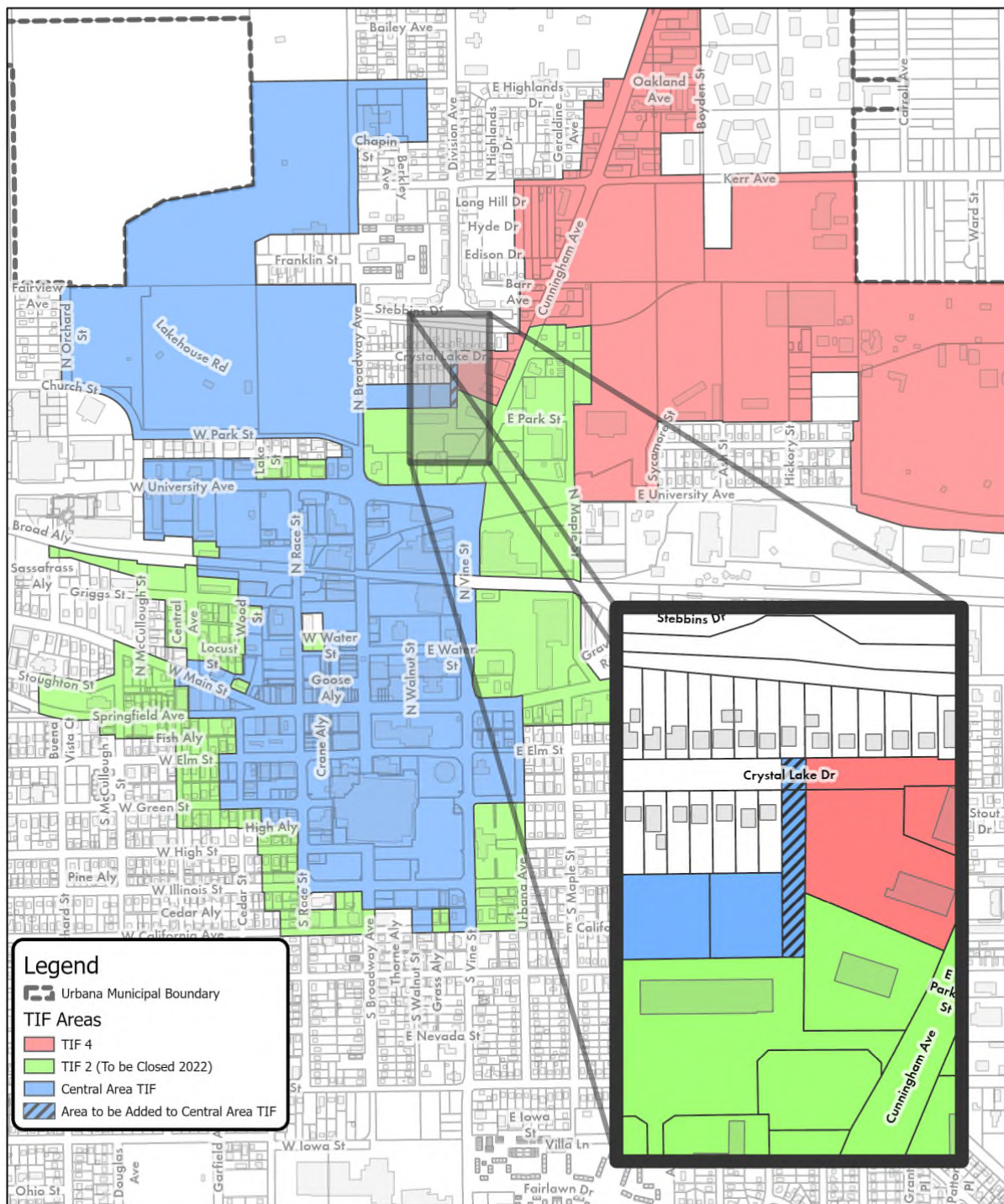
These changes collectively constitute the 2022 Central Area Redevelopment Plan Amendment (“Plan Amendment”).

The boundaries of the areas to be added to the Project Area are illustrated on **Exhibit A – Proposed Addition to the Redevelopment Project Area**. A boundary description of this added area is included in the **Appendix as Attachment A – Boundary Description for Area Added to Redevelopment Project Area**. The parcel identification number (**PIN**) for the **added property** is as follows:

- 91-21-08-405-038

As noted on Exhibit A, this addition will involve a PIN split of this parcel that will place a portion of the parcel in the Central Area TIF and remove it from TIF No. 2 (which expires in December of 2022). This adds approximately 0.31 acres (about 13,364.76 square feet) of the approximately 4.5 acres (about 196,478.76 square feet) of the parcel associated with PIN 91-21-08-405-038 to the Central Area TIF Redevelopment Area.

The following sections of this report present the amended Redevelopment Plan and Project.



SECTION II

BASIS FOR ELIGIBILITY OF THE ADDED AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act. This 2022 Central Redevelopment Plan and Project Amendment recites the relevant statutory requirements and sets forth the eligibility criteria for the added area.

B. Analysis of Conditions in the Area Proposed to be Added to the Project Area

As noted in Section I of this report and depicted on Exhibit A, there is a portion of one parcel of land, totaling approximately 0.31 acres, proposed to be added to the Project Area. This parcel, which comprises 100% of the area to be added to the Central Area TIF will be utilized to provide contiguity with Cunningham TIF No. 4. This property is considered “improved” land, as defined by the Act. The parcel consists of a paved, privately-owned roadway that provides access to the remainder of the larger parcel which is a strip commercial center with an array of retail and service tenants. This roadway connects the shopping center on the south with Crystal Lake Drive on the north.

The single “improved” parcel in the area to be added constitutes all of what is a negligible addition to the area proposed to be added to the Project Area and is a de minimis amount of the total Project Area. The inclusion of this property and its inconsequential size relative to the Original Project Area means that it does not affect qualifications of the Project Area, as a whole, established under the Act and the “vacant” and “improved” factors that allowed the area to qualify and set forth in the Original Plan.

The property proposed to be added to the Project Area constitute less than 1% (0.16%) of the original 192 acres within the original Project Area and, therefore, is inconsequential to the eligibility findings of the Original Plan. In order to assist in the implementation of the Original Plan, it is vital that this property be added to the Project Area in order to create contiguity with TIF No. 4. In addition, removal of this property from Central Area TIF has no impact on the ability of Central Area TIF to fund the redevelopment projects that were envisioned for it.

TIF No. 2 will close in December of 2022 based on 2021 revenues payable in 2022. Any accrued incremental revenues that are deemed surplus when TIF No.2 closes will be distributed to the taxing districts according to the provisions of the TIF Act.

SECTION III

REVISED REDEVELOPMENT PLAN AND PROJECT

A. Introduction

The Act defines a **Redevelopment Plan** as the “comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area.” The term **Redevelopment Project** means “any public and private development project in furtherance of the objectives of a redevelopment plan.”

B. General Land Uses to Apply

The general land uses to apply on the property to be added to the Central Area TIF, as amended, will be Regional Business. The property to be added is a private roadway which will remain. Therefore, this Plan Amendment does not impact the General Land Use Plan or compliance with the City’s Comprehensive Plan as substantiated in the original Central Area Redevelopment Plan

There are no housing units within the property to be added as part of this 2022 Plan Amendment and it is not the intent of this Amendment to use TIF to assist with displacing occupied housing units. Instead, TIF assistance will only be used to assist redevelopment projects involving residential property whereby: a) the owner of an owner-occupied dwelling(s) is a willing seller(s), b) rental dwelling units are not occupied, and c) the redevelopment project meets current development policies and codes.

C. Objectives

The objectives of this 2022 Plan Amendment are the same as those outlined in Section IV of the Original Plan beginning at the bottom of Page 25. In addition, this Amended Plan is intended to provide contiguity with Cunningham TIF No. 4.

D. Program to be Undertaken to Accomplish Objectives

The City of Urbana has determined that it is appropriate to continue its program to provide limited financial incentives for private investment within the Project Area. It has been determined, through private and public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling

redevelopment and conservation within the Project Area. The Project Area, as modified by this 2019 Plan Amendment, and the City as a whole, along with all other local taxing bodies, will benefit from the implementation of this Redevelopment Plan. The City will incorporate appropriate provisions within any redevelopment agreement, entered into between the City and private parties, to assure that redevelopment projects make progress toward achieving the objectives stated herein.

E. Redevelopment Project

To achieve the objectives proposed in the Plan, multiple Redevelopment Projects will be undertaken. Redevelopment Projects will involve a combination of private investment and public investment to help overcome the extraordinary costs associated with redevelopment and building renovations. Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

Continuation of renovation and repairs to existing buildings, particularly with respect to vacant or underutilized upper floors. Also, continuation of redevelopment of properties with new buildings and site improvements in furtherance of the Plan objectives stated herein.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include but are not limited to: street and sidewalk improvements, land assembly and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), and provision of public parking, as well as other programs of financial assistance, as may be provided by the City. Public projects may also include assistance for renovating and retrofitting existing buildings.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest in the Central Area TIF. Therefore, any property located within Central Area TIF may be acquired by the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. The portion of the existing parcel to be added to the Central Area TIF as part of this Amended Plan is not specifically intended to be acquired by the City at this time This may

include the displacement of inhabited housing units located in the Project Area (see below). The property to be amended has no building improvements.

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, the City hereby certifies that this 2022 Plan Amendment will not result in the displacement of more than nine (9) inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of ten (10) or more inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

If households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the Act, “low-income households”, “very low-income households” and “affordable housing” have the meanings set forth in the Illinois Affordable Housing Act.

F. Revised Estimated Redevelopment Project Costs

The estimated costs associated with the eligible redevelopment activities are presented in **Exhibit B** entitled **Revised Estimated Redevelopment Project Costs** below. The costs shown are those as provided for in the Original Plan and those provided for in this Amended Plan. They reflect the estimated project costs from the Original Plan adjusted for inflation using the Consumer Price Index (CPI) data from the U.S. Department of Labor, Bureau of Labor Statistics for 2016 through 2021. These estimates do not include costs incurred to date but does include estimated costs to be incurred to implement this 2022 Plan Amendment. These estimated costs are expressed in 2022 dollars and are

Exhibit B

REVISED ESTIMATED REDEVELOPMENT PROJECT COSTS

2022 Amendment to the Central Area TIF
City of Urbana, Illinois

Description	Original Plan	Amended Plan
	Estimated Cost	Inflation Adjusted Estimated Cost
A. Public Works or Improvements <i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	\$10,000,000	\$11,290,087
B. Property Assembly <i>(Acquisition of land, building demolition and site preparation)</i>	\$15,000,000	\$16,935,131
C. Building Rehabilitation	\$5,000,000	\$5,645,044
D. Relocation	\$500,000	\$564,504
E. Taxing District Capital Costs	\$500,000	\$564,504
F. Job Training	\$500,000	\$564,504
G. Interest Costs Incurred by Developers	\$5,000,000	\$5,645,044
H. Planning, Legal and Professional Services	\$2,500,000	\$2,822,522
I. General Administration	\$0	\$0
J. Financing Costs	See Note 3	\$0
K. Contingency	\$0	\$0
Total Estimated Costs	\$39,000,000	\$44,031,341

Notes:

1. All costs shown are in 2022 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act. Column entitled "Amended Plan Inflation Adjusted" represents percentage rise in the Consumer Price Index between 2016 and 2021 of 12.9% based on U.S. Bureau of Labor Statistics data from January 12, 2021.

subject to refinement as specific plans are finalized and experience is gained in implementing this Redevelopment Plan. Note that, unless otherwise funded from other sources, payment of any project cost will be limited to that which can be funded by the incremental revenues generated within the Project Area, as amended.

G. Description of Redevelopment Project Costs

Costs that may be reimbursed as TIF eligible costs in implementing the 2022 Plan Amendment include project costs and expenses as itemized Exhibit D. Itemized below is an abbreviated listing of “redevelopment project costs”, as defined in the Act, which are most applicable to this 2022 Plan Amendment [**bold typeface added for ease of reference**]. See the Act for the full text of the definition of redevelopment project costs.

1. **Costs of studies, surveys, development of plans, and specifications, implementation and administration** of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- 1.5. After July 1, 1999, **annual administrative costs shall not include general overhead or administrative costs of the municipality** that would still

have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;

- 1.6. The **cost of marketing sites** within the redevelopment project area to prospective businesses, developers, and investors;
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, **real or personal**, or rights or interests therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and **the clearing and grading of land**;
3. **Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings**, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs **shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building** as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 **unless** either
 - (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or

- (ii) the **municipality makes a reasonable determination in the redevelopment plan**, supported by information that provides the basis for that determination, **that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan**;
- 5. **Costs of job training and retraining projects**, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- 6. **Financing costs**, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
- 7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.
- 8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
- 9. **Payment in lieu of taxes** [see Sec. 11-74.4-3 (m) of the Act];
- 10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs
 - (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs

for persons employed or to be employed by employers located in a redevelopment project area; and

- (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

11. **Interest cost incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (A) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
- (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
- (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (D) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - (i) cost paid or incurred by the redeveloper for the redevelopment project plus

- (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 12. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- 13. After November 1, 1999 (the effective date of Public Act 91-478), **none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location** within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

SECTION IV

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with the Comprehensive Plan

Redevelopment projects completed to date and proposed to be undertaken pursuant this 2022 Plan Amendment are consistent with the Comprehensive Plan for the City as cited in the Original Plan. In addition, all development in the Redevelopment Project Area will comply with applicable codes and ordinances.

B. Area to be Added, on the Whole, not Subject to Growth and Development

The privately-owned property to be added (part of a single larger parcel) has been used for vehicular access with no prima facie evidence that would indicate any significant investment other than periodic maintenance (e.g., routine roadway maintenance). Therefore, it is concluded that the area to be added to the Project Area, on the whole, has not been subject to growth and development through investment of private enterprise. The addition of this property to the Central Area TIF and the connection to TIF 4 will aid in the implementation of the Original Plan by encouraging growth and development.

C. Would Not be Developed “but for” TIF

The success to date with private investment within Central Area TIF is a direct result of TIF investment in public infrastructure improvements and TIF incentive agreements with private parties. To continue this momentum and to address the unmet needs for the Project Area, contiguity with Cunningham TIF No. 4 is needed to ensure that redevelopment project costs have access to funds from this adjacent redevelopment area, if needed, the property addition as proposed is needed. It is the intent of this 2022 Plan Amendment to provide TIF financing to address remaining deficiencies and redevelopment projects in the Central Area TIF.

D. Assessment of Financial Impact

Private investment in redevelopment projects and building improvement projects has contributed to property value increases in Central Area TIF and thus, incremental tax revenue that flows to the TIF fund and not to the taxing districts. However, it is unlikely that the Central Area TIF redevelopment projects and other private investment would have occurred “BUT FOR” the use of TIF financing to make significant upgrades to public infrastructure and induce private investment in redevelopment and building renovation projects. Prior to the establishment of the Central Area TIF, property values were declining, as was documented in Section V of the Original Plan.

E. Estimated Date for Completion of Redevelopment Projects

The estimated date for the completion of the Redevelopment Projects or retirement of obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) may not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which Ordinance No.’s 2016-09-084, 2016-09-085, 2016-09-086 were passed approving the original Central Area Redevelopment Project Area.

F. Sources of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite the implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and proceeds from the sale of land in the Project Area, as well as other revenues.

G. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for any other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution to the taxing districts to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

H. Most Recent EAV and Redevelopment Valuation

The most recent total equalized assessed valuation (EAV) for the added area was approximately \$54,165.70 (2021 tax year EAV for the partial area of the property associated with the PIN identified in Section I of this Plan Amendment). After adoption of this 2022 Plan Amendment, establishing the revised boundaries of the Redevelopment Project Area and adopting tax increment financing for added area, the City will make a request to the County Clerk of Champaign County to certify the base EAV for parcels of real estate added to the Project Area. This added parcel will have a different “base” year value than the original parcels located in Central Area TIF.

Contingent on the adoption of this 2022 Plan Amendment and commitment by the City to the Redevelopment Program, it is anticipated that the equalized assessed valuation of the added property to have a negligible impact on the Amended Plan. The added property

is a private roadway which is not likely to increase in value beyond that which will accrue based on typical land value increases.

I. Fair Employment Practices and Affirmative Action

The City complies with fair employment practices and affirmative action. Furthermore, the City will require that all recipients of tax increment financing assistance comply with state and federal laws dealing with fair employment practices and affirmative action.

J. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

Boundary Description of Area to be Added to Redevelopment Project Area No. 2

Exhibit A

Boundary descriptions of areas added to Central Redevelopment Project Area

The following described area shall be added to the boundaries of and included within the Central TIF:

Beginning at the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence north along the east line of said lot and continuing north along the east line of Lot 28 Crystal Lake Park Addition and continuing north across the right-of-way, being Crystal Lake Drive, to the SW corner of Lot 1 Crystal Lake Park Addition thence East along the south line of said lot to the SE corner of said Lot thence south across the right-of-way, being Crystal Lake Drive, to the NW corner of Lot 15 of Shephards Hiram Addition thence south along the west line of said lot continuing south along the west line of Lots 18, 19, and 20 of Shephards Hiram Addition continuing south along the west line of Lot 21 of Shephards Hiram Addition continuing south along the west line of Lot 23 of Shephards Hiram Addition to a point directly east of the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence west to the point of beginning.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
 Stepheny McMahon, Economic Development Supervisor
 Adam Stroud, PGAV Planners

DATE: August 11, 2022

**SUBJECT: AN ORDINANCE APPROVING THE 2022 AMENDMENT TO THE
 TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN
 AND PROJECT FOR THE CENTRAL REDEVELOPMENT
 PROJECT AREA**

Introduction

The City Council is requested to consider the attached ordinance approving the 2022 amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Redevelopment Project Area.

Background

The City of Urbana's TIF 2 is set to expire December 31, 2022. With this expiration, the two remaining TIF Districts, TIF 4 and Central TIF, will no longer be contiguous.

Discussion

With the upcoming expiration of TIF 2, it is advisable for the City to amend the Central TIF boundary so that it will be contiguous with TIF 4. This contiguity would provide flexibility to port funds between the two districts, if needed. Such flexibility has the potential to help with the continuation of small business grants such as the new Signage Grant, developments such as the Hotel Royer, targeted projects the City is working to attract on the North Cunningham TIF 4 corridor (e.g., a new family friendly hotel and/or travel plaza), as well as infrastructure projects within both of the TIFs. There are no plans to port funds at this time.

The City contracted with PGAV Planners to assist with the Central TIF boundary amendment. They have advised on the many steps required by legislation to propose and implement this change. The requirements have included several mailings to impacted parties including residents, property owners, and taxing bodies. A public meeting was held on May 19, 2022 at 1:30 pm to hear from the public, at which time there was no given public comment. The TIF Joint Review Board met on June 21, 2022 at 3:00 pm to review the amendment and hear questions and concerns, after which they

voted to recommend the approval of the amendment to the City Council as per the attached DRAFT meeting minutes. (Exhibit C). The City Council held a public hearing on August 1, 2022 at 7:00 pm, and there were no comments from the public. There have been no public objections to the proposed TIF amendment.

If this Ordinance to accept the amendment to the TIF Redevelopment Plan and Project for the Central Redevelopment Project Area is not approved, the City will not have the flexibility to port funds between the Central TIF and TIF 4 after the expiration of TIF 2 on December 31, 2022. This lack of flexibility could limit the City's ability to support new developments throughout the duration of the two remaining TIF Districts.

Options

1. Approve the attached Ordinance and forward to City Council for placement on the consent agenda.
2. Approve the Ordinance with changes.
3. Do not approve the Ordinance.

Recommendation

Staff recommends that the City Council approve the Ordinance amending the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Redevelopment Project Area.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE REMOVAL OF CERTAIN PROPERTY
FROM THE CITY OF URBANA
TIF REDEVELOPMENT PROJECT AREA NO. 2**

WHEREAS, on December 15, 1986, the City Council of the City of Urbana adopted Ordinance 8687-45, which adopted a Redevelopment Plan and Project (the “Plan”), designated a Redevelopment Project Area (the “Project Area” or “Area”), and adopted tax increment financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (“TIF Act”) for a portion of the City referred to as Redevelopment Project Area No. 2 (also referred to as TIF District No. 2); and

WHEREAS, pursuant to the TIF Act, the City has amended the TIF 2 Plan and Project from time to time, including Ordinance 2002-06-064, which altered the termination date language proposed in Ordinance 9394-101 to match that of the TIF Act and Ordinance 2005-03-032, which extended the expiration date to December 31, 2022; and

WHEREAS, it is now desirable and for the best interest of the citizens of the City to amend the Area boundaries by removing property, described and attached herein as **Exhibit A**, from TIF 2 in order to establish a link between TIF 4 and Central Area TIF; and

WHEREAS, subsection 11-74.4-5(c) of the TIF Act provides that a redevelopment plan and redevelopment project area may be amended, provided changes that do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project costs set out in the re-development plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or
- (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10,

may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the TIF Act, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a

newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes; and

WHEREAS, the change to the Project Area boundary involves the removal of property and, therefore, may be made without further hearing and related notices and procedures.

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

1. The property described in the attached **Exhibit A** is hereby removed from the TIF 2 (to be included in the Central Area TIF).
2. The City Clerk is hereby directed to notify the County Clerk of this change to the Project Area boundary.
3. The City Clerk is hereby directed, within 10 days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish said notice in the Champaign News Gazette, a newspaper of general circulation within the affecting taxing districts.
4. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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 Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of August, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of August, 2022

Diane Wolfe Marlin, Mayor

Attachment: Exhibit A – Boundary Description of Property Removed from Redevelopment
Project Area No. 2

Exhibit A

BOUNDARY DESCRIPTION OF AREA REMOVED FROM REDEVELOPMENT PROJECT AREA NO. 2 City of Urbana, Illinois

The following described area shall be added to the boundaries of and included within the Central TIF:

Beginning at the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence north along the east line of said lot and continuing north along the east line of Lot 28 Crystal Lake Park Addition and continuing north across the right-of-way, being Crystal Lake Drive, to the SW corner of Lot 1 Crystal Lake Park Addition thence East along the south line of said lot to the SE corner of said Lot thence south across the right-of-way, being Crystal Lake Drive, to the NW corner of Lot 15 of Shephards Hiram Addition thence south along the west line of said lot continuing south along the west line of Lots 18, 19, and 20 of Shephards Hiram Addition continuing south along the west line of Lot 21 of Shephards Hiram Addition continuing south along the west line of Lot 23 of Shephards Hiram Addition to a point directly east of the SE corner of Lot Outlot B of Shelby's Replat of Lots 1, 2, 3, 4, 5, and 6 of Belle Barr Survey Urbana and Part of Lot 6 Belle Barr Survey Replat of Lot 2 thence west to the point of beginning.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE 2022 AMENDMENT TO THE
TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN AND PROJECT
FOR THE CENTRAL REDEVELOPMENT PROJECT AREA**

WHEREAS, on October 17, 2016, the City Council of the City of Urbana adopted Ordinances 2016-09-084, 2016-09-085, and 2016-09-086, which adopted a Redevelopment Plan and Project (the “Plan”), designated a Redevelopment Project Area (the “Project Area”), and adopted tax increment financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.* (“TIF Act”) for a portion of the City referred to as the Central Redevelopment Project Area; and

WHEREAS, the City now desires to amend the Plan and Project Area to add a property that will advance community revitalization initiatives within the Project Area; and

WHEREAS, the property to be added is a portion of the property identified by PIN 91-21-08-405-038 and it constitutes .31 acres out of 4.5 acres of said property; and

WHEREAS, the property to be added (.31 acres) will make up .16% of the overall land of the Project Area (192 acres), and it is considered de minimis and will not impact the qualifications of the overall Project Area; and

WHEREAS, the City of Urbana drafted the “2022 Amendment to the Central Redevelopment Project Area” (the “2022 Plan Amendment”) to (i) amend the boundaries of the Project Area to include additional areas; (ii) make other modifications to the text of the Plan and Project as necessary; and

WHEREAS, due notice in respect to a Public Meeting was sent to taxing bodies, residential addresses, and property owners on May 4, 2022; and

WHEREAS, the City caused a Public Meeting to be held on May 19, 2022; and

WHEREAS, the 2022 Plan Amendment was made available for public inspection at the City Clerk’s office on May 27, 2022; and

WHEREAS, the City Council did, on June 6, 2022, pass Ordinance 2022-06-022 setting August 1, 2022 as the date for the public hearing on the 2022 Plan Amendment, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to the availability of the 2022 Plan Amendment was given by mail on June 7, 2022 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the Project Area; and

WHEREAS, due notice in respect to the availability of the 2022 Plan Amendment, was given by mail on June 7, 2022 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all

residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City caused a public hearing to be held relative to the proposed 2022 Plan Amendment on August 1, 2022 at the Urbana City Building; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the State of Illinois by certified mail on June 7, 2022; by publication on July 12, 2022 and July 19, 2022; and by certified mail to property owners within the Project Area on July 19, 2022; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City caused a TIF Joint Review Board Meeting to be held relative to the proposed 2022 Plan Amendment on July 21, 2022 at the Urbana City Building at which meeting there were no objections to the proposed TIF amendments; and

WHEREAS, the City Council has reviewed its proposed 2022 Plan Amendment and its Comprehensive Plan for the development of the City as a whole to determine whether the proposed 2022 Plan Amendment conforms to the Comprehensive Plan of the City.

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

Section 1. Findings. The City Council of the City of Urbana makes the following findings:

- A. The areas to be added to the Project Area are described in **Exhibit A**, attached hereto and made part of this Ordinance.
- B. The area to be added represents a de minimis portion of the overall Project Area.
- C. The areas to be added to the Project Area, on the whole, have not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the 2022 Plan Amendment.
- D. The 2022 Plan Amendment conforms to the Comprehensive Plan for the development of the municipality as a whole.
- E. The parcels of real property to be added to the Project Area are contiguous and only those contiguous parcels of real property that will be substantially benefited by the proposed redevelopment projects are included in the Project Area.
- F. The estimated date for the completion of the redevelopment projects or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the TIF Act is to be made with respect to ad valorem

taxes levied in the twenty-third calendar year after the year in which the ordinance approving the 2022 Plan Amendment was adopted.

Section 2. Proposed Amendment of Redevelopment Project Area. The 2022 Amendment to the Central Redevelopment Project Area, dated April 11, 2022, which was the subject matter of the hearing held on August 1, 2022, is hereby adopted and approved. A copy of the aforementioned 2022 Plan Amendment, marked as **Exhibit B**, is attached to and made a part of this Ordinance.

Section 3. Property Description. The property described in the attached Exhibit A as property to be added the Project Area is hereby designated as part of Project Area pursuant to Section 11-74.4.4 of the TIF Act.

Section 4. Proposed Boundary Amendment Legal Description. Tax increment financing is hereby adopted with respect to the properties added as part of the 2022 Plan Amendment, as approved and adopted by this Ordinance, which said properties are designated by this Ordinance as part of Project Area, the boundaries thereof being legally described in **Exhibit A** of this Ordinance.

Section 5. Division of ad valorem taxes. After the total equalized assessed valuation of taxable real property added to Redevelopment Project Area by the 2022 Plan Amendment exceeds the total initial equalized assessed value of all taxable real property added to Project Area, the ad valorem taxes, if any, arising from the levies upon said taxable real property by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- A. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property added to Project Area by the 2022 Amendment shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property added to Project Area by the 2022 Plan Amendment over and above the initial equalized assessed value of each property in the area added to Project Area by the 2022 Plan Amendment shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into the Special Tax Allocation Fund for the Project Area of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

Section 6. Reporting of Proposed Plan Amendment. The City Clerk is hereby directed to notify the County Clerk of the 2022 Plan Amendment and request that the initial equalized assessed valuation be certified for those parcels of property added to the Project Area.

Section 7. Conflicting Ordinances Repealed. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 8. Effective Date. This Ordinance shall become effective upon its passage and approval as required by law.

This Ordinance is hereby passed by the affirmative vote of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting of the Corporate Authorities on the _____ day of August, 2022, upon a roll call vote as follows:

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of August, 2022

Diane Wolfe Marlin, Mayor

Attachments:

Exhibit A Boundary descriptions of areas added to Central Redevelopment Project Area

Exhibit B 2022 Amendment to the Central Redevelopment Project Area, dated April 1, 2022

Minutes of Annual Meeting

Exhibit C

TAX INCREMENT FINANCE JOINT REVIEW BOARD**Date:** Tuesday, June 21, 2022**Time:** 3:00 p.m.**Place:** Urbana City Council Chambers

MEMBERS PRESENT: Hon. Diane Wolfe Marlin, Mayor, City of Urbana
Darlene Kloeppel, County Executive, Champaign County
Michelle Wright, Finance Director, CUMTD
Wayne T. Williams Jr., Assessor, Cunningham Township
Dr. Jennifer Ivory Tatum, Superintendent, Urbana School Dist. #116
John Baker, Dir. Of Business, Finance & HR, CC Forest Preserve

STAFF PRESENT: Stepheny McMahon, Economic Development Supervisor
Darius White, Economic Development Coordinator

OTHERS PRESENT: Katie Rowland, Chief Financial Officer, Urbana School District #116
Adam Stroud, PGAV Planners

I. CALL TO ORDER

Mayor Marlin called the meeting to order at 3:10 pm., and a quorum of the Joint Review Board members was declared to be present.

II. ROLL CALL OF TAXING DISTRICT REPRESENTATIVES AND PUBLIC MEMBER

Roll was called with the members listed above all present.

III. APPOINTMENT OF NEW PUBLIC MEMBER

The invited public member did not attend.

IV. OVERVIEW OF JOINT REVIEW BOARD RESPONSIBILITIES

Mr. Stroud of PGAV Planners presented an overview of the responsibilities of the TIF Joint Review Board.

V. PRESENTATION REGARDING THE 2022 TIF PLAN AMENDMENT

Mr. Stroud of PGAV Planners presented the proposed amendment to the Central TIF District and that the City is asking to add a small privately-owned parcel of land to Central TIF so that it will be contiguous with TIF 4 when TIF 2 expires at the end of 2022.

Mr. Stroud also pointed out that the proposed amendment also updated the TIF budget that was originally created in 2016 so as to reflect inflation.

VI. DISCUSSION AND RECOMMENDATION OF THE JOINT REVIEW BOARD TO THE COUNCIL

Dr. Ivory Tatum asked what the consequence would be if the amendment is not recommended and the parcel of land is not added to Central TIF. Mr. Stroud responded that Central TIF and TIF 4 would not be contiguous and, therefore, the City would not be able to port funds between the two TIF Districts.

A motion was made by Ms. Kloeppel that the TIF Joint Review Board recommend that the City Council adopt the 2022 amendment to the Central TIF Redevelopment Area as written.

The motion was seconded by Dr. Ivory Tatum.

The motion passed unanimously.

VII. PUBLIC COMMENT

There was no public comment.

VIII. ADJOURN JOINT REVIEW BOARD MEETING

The meeting was adjourned at 3:22 pm by Mayor Marlin.

Respectfully submitted,

Stepheny McMahon, TIF Administrator



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: John Zeman, City Engineer
DATE: August 9, 2022
**RE: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE (STATE MOTOR FUEL TAX FOR SAVANNAH GREEN ALLEYS
REHABILITATION PROJECT)**

Introduction

This project will include various pavement reconstruction and pavement patching work related to rehabilitation of the alleys located within the Savannah Green neighborhood, which is roughly bound by Florida Avenue to the south, Rainbow View to the north, Smith Road to the west, and Abercorn Street to the east. The scope of work and budget for the project were determined through a pavement study conducted by a consultant, which included a condition assessment based on visual field inspections of the alleys and core samples of existing pavement and subgrade and an economic analysis of alternative improvements. The Public Works Department has budgeted for engineering services and construction via the Fiscal Year 2023 to 2027 Capital Improvement Plan (FY 23-27 CIP) for this project.

The attached resolution appropriates State Motor Fuel Tax (SMFT) funds for the costs of design engineering, construction, and construction engineering for the Savannah Green Alleys Rehabilitation Project.

Financial Impact

All costs will be funded with SMFT per the FY 23-27 CIP. The estimate for engineering services and construction is \$1,950,000.

Recommendation

Staff recommends that the attached Resolution for Improvement under the Illinois Highway Code be approved for the amount of \$1,950,000 for the Savannah Green Alleys Rehabilitation Project.

Attachment: Resolution 2022-08-___R – Resolution for Improvement under the Illinois Highway Code
Location Map of Proposed Improvements



Resolution for Improvement
Under the Illinois Highway Code

Item F4.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-08-____R

Section Number

21-00640-00-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Urbana

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Savannah Green Alleys	1.69	Various	Smith Road - Florida Avenue Intersection	Rainbow View - Abercorn Street Intersection

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Rehabilitation of the existing concrete alleys in the Savannah Green neighborhood with various sections of pavement reconstruction with HMA pavement and pavement patching with crack sealing.

2. That there is hereby appropriated the sum of one million nine hundred fifty thousand and 00/100

Dollars (\$1,950,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ City Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on _____

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

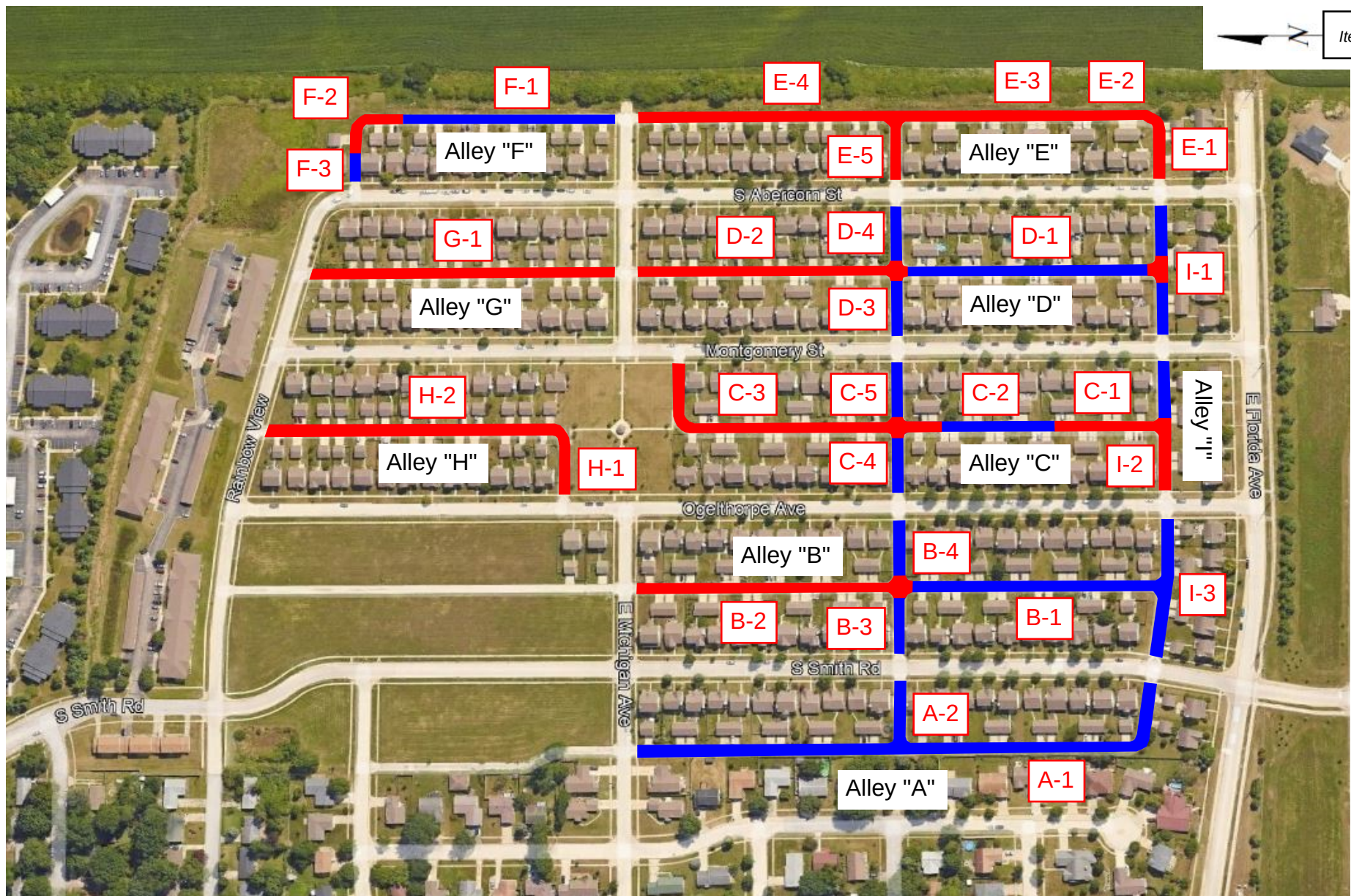
Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



LEGEND

*Drawing Not To Scale

- ALLEY RECONSTRUCTION AREAS
- ALLEY CLASS "C" PATCHING & JOINT/CRACK SEALING
- A-1 ALLEY SECTION NUMBER



CLIENT: CITY OF URBANA	
PROJECT: SAVANNAH GREEN RECONSTRUCTION	
FGI JOB#:	CLIENT JOB#:
DWG: EXHIBIT F LOCATION MAP	DATE: 07/15/22 DRWN BY: JGG



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: John Zeman, City Engineer
DATE: August 9, 2022
**RE: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE (STATE MOTOR FUEL TAX FOR BRIDGE INSPECTIONS 2022
PROJECT)**

Introduction

This project will include routine bridge inspections for the twenty-nine (29) in-service bridges owned or inspected by the City of Urbana. The inspections will be according to the National Bridge Inspection Standards (NBIS), and they are to be completed by November 30, 2022. Three (3) bridges are on the National Highway System (NHS) and require more in-depth element level inspections. The City Engineer currently serves as the NBIS Program Manager for the City of Urbana, but a consultant will be hired to provide a NBIS Team Leader to conduct the inspections. The Public Works Department has budgeted for engineering services via the Fiscal Year 2023 to 2027 Capital Improvement Plan (FY 23-27 CIP) for this project.

The attached resolution appropriates State Motor Fuel Tax (SMFT) funds for the costs of engineering services for the Bridge Inspections 2022 Project.

Financial Impact

All costs will be funded with SMFT per the FY 23-27 CIP. The estimate for engineering services is \$22,500.

Recommendation

Staff recommends that the attached Resolution for Improvement under the Illinois Highway Code be approved for the amount of \$22,500 for the Bridge Inspection 2022 Project.

Attachment: Resolution 2022-08-___R – Resolution for Improvement under the Illinois Highway Code
Project Summary from FY 23-27 CIP.



Resolution for Improvement
Under the Illinois Highway Code

Item F5.

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

2022-08-____R

Section Number

22-00653-00-BI

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Urbana

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Various	Various	Various	Various	Various

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

NBIS routine bridge inspections for the twenty-nine (29) in-service bridges owned or inspected by the City of Urbana, and to be completed by November 30, 2022. Three (3) bridges require NBIS element level inspections.

2. That there is hereby appropriated the sum of twenty-two thousand five hundred and 00/100

Dollars (\$22,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

40171 - ANNUAL BRIDGE INSPECTION PROGRAM

Item F5.



Project Description

Bi-annual inspection of bridges and culverts.

Project Justification

Regular inspection identifies needed repairs.

Changes from Prior CIP

Funding Source of State MFT added.

Associated Master Plan

Critical Milestones

Neighborhood(s)

City-wide

	FY23 Budget	FY25 Plan	FY27 Plan
EXPENSE			
203 - MOTOR FUEL TAX FUND	22,500	22,500	22,500
	22,500	22,500	22,500



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: John Zeman, City Engineer
DATE: August 9, 2022
**RE: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE (STATE MOTOR FUEL TAX FOR BONEYARD CREEK CROSSING
IMPROVEMENTS PROJECT)**

Introduction

This project will include various improvements for the Boneyard Creek Crossing, a City park located along the Boneyard Creek starting at Griggs Street, passing under Race Street, and ending at Broadway Avenue. The goal of the Boneyard Creek Crossing Improvements project is to increase and improve the utilization of the Boneyard Creek Crossing for events and activities, as well as maintain the existing infrastructure in good condition. The initial scope of improvements include bridge repairs for the Race Street bridge over Boneyard Creek (Structure Number 010-6136), electrical repairs and enhancements, sediment control and bank stabilization along Boneyard Creek, and other site improvements. The Public Works Department has budgeted for engineering services and construction via the Fiscal Year 2023 to 2027 Capital Improvement Plan (FY 23-27 CIP) for this project. In general, design engineering is budgeted for FY 2023, whereas construction and construction engineering is budgeted for FY 2024. A portion of the bank stabilization work on Boneyard Creek located west of Broadway Avenue was determined to be urgent and require construction in FY 2023, and it is proposed to fund this portion of the work through a budget amendment which is separate from the subject resolution.

The attached resolution appropriates State Motor Fuel Tax (SMFT) funds for the costs of design engineering for bridge repairs and other SMFT-eligible work items associated with the Boneyard Creek Crossing Improvements Project. The costs of design engineering for work items not eligible for SMFT funds will be paid using Stormwater Utility funds.

Financial Impact

A portion of the costs for this project will be funded with SMFT per the FY 23-27 CIP. The estimate for design engineering services related to bridge repairs and other SMFT-eligible work items is \$55,000. The estimate for design engineering services related to work items not eligible for SMFT is \$55,000. The proposed budget amendment for the portion of bank stabilization to be constructed in FY 2023 is \$220,000.

Recommendation

Staff recommends that the attached Resolution for Improvement under the Illinois Highway Code be approved for the amount of \$55,000 for the Boneyard Creek Crossing Project.

Attachment: Resolution 2022-08-____R – Resolution for Improvement under the Illinois Highway Code
Project Summary from FY 23-27 CIP.



Resolution for Improvement
Under the Illinois Highway Code

Item F6.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-08-____R

Section Number

22-00643-01-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Urbana Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Race Street	010-6136	FAU 7181	600 ft south of US 45	Boneyard Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Bridge repairs, including removing and resetting stone masonry facade on concrete abutments, removing and resetting stone masonry blocks along the bank of Boneyard Creek, retrofitting the existing sidewalk superstructure to repair deterioration and mitigate future deterioration, and other miscellaneous work that is associated with the Boneyard Creek Crossing Improvements project and is eligible for State Motor Fuel Tax funds.

2. That there is hereby appropriated the sum of fifty-five thousand and 00/100

Dollars (\$55,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**

Item F6.

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Project Justification

Changes from Prior CIP

Associated Master Plan

Neighborhood(s)

Critical Milestones

EXPENSE94



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: John Zeman, City Engineer
DATE: August 9, 2022
**RE: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE (STATE MOTOR FUEL TAX FOR SPRINGFIELD AVENUE FROM
WRIGHT STREET TO McCULLOUGH STREET RESURFACING PROJECT)**

Introduction

This project will include asphalt resurfacing with roadway rehabilitation for Springfield Avenue from Wright Street to McCullough Street, excluding a segment from Gregory Street to Coler Avenue which is currently under construction as part of the Lincoln Avenue and Springfield Avenue Resurfacing Project. The Public Works Department has budgeted for engineering services and construction via the Fiscal Year 2023 to 2027 Capital Improvement Plan (FY 23-27 CIP) for this project. Design engineering is budgeted for FY 2023, whereas construction and construction engineering is budgeted for FY 2024.

The attached resolution appropriates State Motor Fuel Tax (SMFT) funds for the costs of design engineering for the Springfield Avenue from Wright Street to McCullough Street Resurfacing Project.

Financial Impact

All costs will be funded with SMFT per the FY 23-27 CIP. The estimate for design engineering services is \$70,000.

Recommendation

Staff recommends that the attached Resolution for Improvement under the Illinois Highway Code be approved for the amount of \$70,000 for the Springfield Avenue from Wright Street to McCullough Street Resurfacing Project.

Attachment: Resolution 2022-08-___R – Resolution for Improvement under the Illinois Highway Code
Project Summary from FY 23-27 CIP.



Resolution for Improvement
Under the Illinois Highway Code

Item F7.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-08-____R

Section Number

22-00654-00-RS

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Urbana

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Springfield Avenue	0.62	FAU 7124	Wright Street	McCullough Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Asphalt resurfacing with roadway rehabilitation for Springfield Avenue from Wright Street to McCullough Street, excluding a segment from Gregory Street to Coler Avenue which is part of the Lincoln Avenue and Springfield Avenue Resurfacing Project (Section 17-00592-00-RS) and is scheduled for completion in 2022.

2. That there is hereby appropriated the sum of seventy thousand and 00/100

Dollars (\$70,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Project Description

Asphalt resurfacing with roadway rehabilitation for of Springfield Ave from Wright to McCullough excluding Gregory to Coler.

Project Justification

Priority due to road class, pavement condition, and bus route status.

Changes from Prior CIP

Moved up from FY 25.

Associated Master Plan

Bike Master Plan
Bike Wayfinding Plan
ADA Transition Plan

Neighborhood(s)

University of Illinois / West Urbana

Critical Milestones

Engineering FY 23
Construction FY 24

	FY23 Budget	FY24 Plan
EXPENSE		
203 - MOTOR FUEL TAX FUND	70,000	770,000
	70,000	770,000

Exhibit B
To
Option to Lease Agreement

FORM OF SOLAR FACILITY GROUND LEASE

This SOLAR FACILITY GROUND LEASE (the “**Lease**”) is made and entered into as of _____, 20[] (the “**Effective Date**”), by and between the City of Urbana, Illinois, (hereinafter, “**Landlord**” or “**City**”), and [Solar Star Urbana Landfill South], LLC *[name of entity that exercises the lease option to be inserted here]*, a Delaware limited liability company (“**Tenant**”), (collectively and singly, the “**Parties**” or the “**Party**”).

RECITALS:

A. Landlord is a unit of local government and is the owner of certain real property located in the Champaign County, State of Illinois, consisting of approximately [24] acres and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the “**Land**”), including all rights to the use of the surface of such Land and together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such Land (all of the foregoing, including the Solar Energy, as defined below are referred to collectively herein as the “**Property**”).

B. Landlord and Solar Star Urbana Landfill South, LLC, a Delaware limited liability company] (“**Optionee**”), are parties to that certain Option to Lease Agreement dated as of _____, 2022 (the “**Option Agreement**”), previously assigned by Optionee to Tenant, whereby Landlord granted to Tenant the exclusive right and option to lease the Property on the terms set forth herein.

C. Tenant, Tenant’s Parties, and Tenant’s Affiliates are fully aware that the Property and Land were, at some time in the past, operated by Landlord as a local government-owned landfill and as such the topography of the Property is subject to shifts and depressions as landfilled materials decompose.

D. Pursuant to its Notice of Exercise of Option dated [____], 20[], given pursuant to (and as defined in) Section 4.1 of the Option Agreement, Tenant has exercised its option to lease the Property from Landlord for the development, construction, operation and maintenance of a solar energy collection, conversion, generation, transmission and distribution facility (and including associated uses elected by Tenant from time to time, including energy storage facilities, collectively, the “**Project**”), to be located on the Property (and, at Tenant’s election, along with other real property located in the vicinity of the Property) pursuant to this Lease.

AGREEMENT:

NOW, THEREFORE, for the exchange of good, valuable and mutual consideration which the Parties acknowledge as having in hand received, and the exchange of the provisions,

terms and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The Leasehold Estate Granted and Definitions.

1.1 Grant of Leasehold. Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord, on the terms and conditions set forth in this Lease. Tenant shall have sole and exclusive possession of the Property during the Lease Term.

1.2 Leasehold Estate. As used herein, the term “**Leasehold Estate**” shall mean the entire right, title and interest of Tenant in and to the Property, as created and limited by and as set forth this Lease.

1.3 Definitions. The following terms are defined in this Lease as follows:

“**Affiliate**” shall mean with respect to a person or entity any other person or entity that, directly or indirectly controls, is controlled by, is under common control with or is related by blood or marriage to, such person or entity. The term “control” (including with correlative meaning, the terms “controlled by” and “under common control with”) as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, judicial order or otherwise. For clarity, “Affiliate” shall also mean any third-party investment vehicle in which Tenant (or any of Tenant’s Affiliates) owns an interest.

“**Applicable Law**” shall mean all applicable laws, statutes, rules, ordinances, agency orders and regulations and approved guidance documents of any and all governmental authorities with jurisdiction over the Property, activities on the Property, the Project or the Lease (and transactions contemplated hereunder), including zoning and land use laws and regulations and the rules and regulations promulgated by City of Urbana, Illinois from time to time in connection with the planning, siting, construction, operation, and decommissioning of energy projects and that are applicable to the Project.

“**Closing Date**” has the meaning set forth in Section 17.2.

“**Commencement of Construction**” means commencement by Tenant of any construction related to the Project, including but not limited to site clearing work, installation of fencing, temporary storage buildings or trailers, staging of equipment or construction materials, or construction or modification of any access road within the boundaries of the Property.

“**Conforming Purchase Agreement**” has the meaning set forth in Section 17.1.

“**County**” means the County of Champaign, State of Illinois.

“**Deferred Tax Program**” has the meaning set forth in Section 10.3.

“**Disposition**” has the meaning set forth in Section 17.1.

“**Disposition Notice**” has the meaning set forth in Section 17.1.

“**Disposition Period**” has the meaning set forth in Section 17.3.

“**Effective Date**” has the meaning set forth in introductory paragraph.

“**Exercise Notice**” has the meaning set forth in Section 17.1.

“**Exercise Period**” has the meaning set forth in Section 17.1.

“**Event of Default**” has the meaning set forth in Section 14.

“**Force Majeure Event**” has the meaning set forth in Section 16.

“**Hazardous Materials**” means any substance or material that is regulated by or is defined as a toxic, dangerous or hazardous substance or pollutant under any Applicable Law.

“**Improvements**” has the meaning set forth in Section 4.1.2.

“**Indemnified Party**” means the Party that is indemnified by the Indemnifying Party as set forth in Sections 7.1 and 7.2.

“**Indemnifying Party**” means the Party that is obligated to provide an indemnity to the Indemnified Party as set forth in Sections 7.2 and 7.3.

“**Insolation**” has the meaning set forth in Section 5.2.

“**Intended Use**” has the meaning set forth in Section 4.1.

“**Land**” has the meaning set forth in Recital A.

“**Landlord**” has the meaning set forth in the introductory paragraph.

“**Landlord’s Interest**” has the meaning set forth in Section 13.

“**Landlord Mortgage**” has the meaning set forth in Section 7.5.1.

“**Landlord Mortgagee**” has the meaning set forth in Section 7.5.1.

“**Landlord’s Parties**” (and each, a “**Landlord Party**”) means Landlord and its elected and appointed officers, employees, lenders, attorneys, Tenants (other than Tenant), Subtenants, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

“**Lease**” has the meaning set forth in the introductory paragraph.

“**Lease Documents**” has the meaning set forth in Section 6.1.2.

“**Lease Term**” has the meaning set forth in Section 2.1.

“**Leasehold Estate**” has the meaning set forth in Section 1.2.

“**O&M**” means operation and maintenance of the Project.

“**Qualified Leasehold Mortgagee**” has the meaning set forth in Section 6.1.

“**Losses**” means any liability, loss, claim, damage, cost or expense of a party that is subject to an indemnification obligation of the other party under this Lease (including reasonable attorneys’ fees).

“**Material Adverse Effect**” means any event, change, circumstance, development, condition, or effect that is, or reasonably could be expected to be, material and adverse to the Project, the Intended Use, or the business, results of operations or condition (financial

or otherwise) of the impacted party taken as a whole or a material adverse effect on the impacted party's ability to fulfill its obligations under this Lease and/or the other Lease Documents.

"Memorandum" has the meaning set forth in Section 19.4.14.

"Modifications" has the meaning set forth in Section 7.5.1.

"Mortgage" has the meaning set forth in Section 7.1.

"Non-Curable Defaults" has the meaning set forth in Section 7.4.3.

"Notice of Claim" has the meaning set forth in Section 8.3.

"Operations" means Tenant's conduct of Project development, construction, operations or maintenance.

"Option Agreement" has the meaning set forth in Recital B.

"Option Exercise Date" means the date when Tenant exercised its Option to enter into this Lease with Landlord.

"Optionee" means the person who was granted by Landlord the right to enter into this Lease.

"Overdue Rate" has the meaning set forth in Section 19.4.4.

"Permitted Encumbrances" shall mean all matters of record affecting the Property as of the Effective Date, including specifically those matters identified on the preliminary title report issued by [_____] Title Insurance Company under Order No. [_____] and dated as of [____], 20[___]. *[To be completed prior to Lease execution.]*

"Permitted Landlord Transferee(s)" has the meaning set forth in Section 17.4.

"Project" has the meaning set forth in Recital D.

"Property" has the meaning set forth in Recital A.

"Qualified Assignee" has the meaning set forth in Section 7.2.

"Reclamation Estimate" has the meaning set forth in Section 15.4.

"Renewal Term" has the meaning set forth in Section 2.2.

"Rent" has the meaning set forth in Section 3.

"ROFO" and **"ROFO Party"** have the meanings set forth in Section 17.1.

"Solar Energy" means all rights of Landlord to the radiant energy emitted from the sun upon, over and across the Land.

"Solid Waste" means discarded material disposed on, about and under the Property prior to the Effective Date, including tires and tire remains, plastics, cardboard, paper and wood.

"Sublease" has the meaning set forth in Section 7.2.

"Subtenant" has the meaning set forth in Section 7.2.

“**Tenant**” has the meaning set forth in the introductory paragraph.

“**Tenant’s Interest**” has the meaning set forth in Section 13.

“**Tenant’s Parties**” (and each, a “**Tenant Party**”) means Tenant and its officers, directors, partners, members, Affiliates, Qualified Leasehold Mortgagees, employees, shareholders, attorneys, sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.4 Rules of Construction.

1.4.1 All terms defined in this Lease shall have the defined meanings when used in any certificate or other document made or delivered pursuant to this Lease unless otherwise defined therein.

1.4.2 As used in this Lease and in any certificate or other document made or delivered pursuant hereto, accounting terms not defined in this Lease or in any such certificate or other document, and accounting terms partly defined in this Lease or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under Generally Accepted Accounting Practices (“GAAP”). To the extent that the definitions of accounting terms in this Lease or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Lease or in any such certificate or other document shall control.

1.4.3 The words “hereof,” “herein,” “hereunder,” and words of similar import when used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease; Article, Section, subsection, Exhibit. Schedule references contained in this Lease are references to Articles, Sections, subsections, Exhibits and Schedules in or to this Lease unless otherwise specified. The term “including” means “including without limitation”; and the term “or” is not exclusive.

1.4.4 Words which are not specifically defined in this Lease shall have their common ordinance English language meaning.

1.4.5 The definitions contained in this Lease are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

1.4.6 The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this Lease.

2. Lease Term.

2.1 Initial Term. The term of this Lease and the Leasehold Estate created hereby will commence upon the Effective Date and will remain in effect for twenty-five (25) years thereafter, unless

sooner terminated as provided for herein and subject to Tenant's right to extend the term as provided for in Section 2.2 (the "**Lease Term**").

2.2 Renewal Terms. Tenant shall have the right to extend the Lease Term for up to two (2) renewal periods (with the first renewal period being five (5) years and the second renewable period being four (4) years and ten (10) months). Each such Renewal Term shall be upon the same terms, covenants and conditions as provided in this Lease, except that there shall be no further rights to renew beyond the original two (2) renewal periods provided for herein.

3. Rent. Tenant shall pay Landlord rental payments for the Property (the "**Rent**") in the amount of [_____] Dollars (\$_____) per acre of the Property per year. In the event that the Property cannot be stated in terms of full acres, the Rent shall be prorated based on the ratio of the actual square footage of any partial acre to 43,560 square feet. Payments of Rent shall be made in advance on a quarterly basis on the fifteenth (15th) day of each January, April, July and October during the Lease Term (including any Renewal Terms), with the first quarterly payment being due fifteen (15) Business Days after the Effective Date and prorated for the period from the Effective Date until the next calendar quarter commencing after the Effective Date. [Commencing on the first (1st) anniversary of the Effective Date and every subsequent anniversary of the Effective Date thereafter during the Lease Term (including any Renewal Terms), Rent will be increased by two percent (2%) over the amount of Rent in effect for the previous year.] *[Delete preceding sentence if Rent escalation is not part of the transaction terms.]* The agreed upon acreage of the Property for purposes of calculating payments of Rent hereunder is [_____] acres.

4. Use of Property.

4.1 Tenant's Rights. Tenant shall have exclusive use and possession of the Property during the Lease Term (including Renewal Terms), subject to the Permitted Encumbrances and the terms hereof. Tenant shall have the right to use the Property in compliance with Applicable Law for the development, testing, permitting, construction, installation, operation, maintenance, repair, replacement, repowering and decommissioning of the Project and for all uses contemplated in the permits or authorizations relating to the Project, including all activities necessary, incidental or convenient to that use, and any other lawful uses consistent with the operation of the Project, including the following uses and activities (collectively, the "**Intended Use**"):

4.1.1 Solar Energy Systems. Tenant may construct, erect, relocate, repair, replace, maintain, operate and remove solar energy measurement, collection, conversion, generation, storage, transmission and distribution systems of any type permitted by Applicable Law and in such quantity as Tenant may determine, including all equipment and improvements necessary or useful for the conversion of Solar Energy into electricity or for the storage of electricity.

4.1.2 Transmission Facilities, Structures and Roads. With Landlord's consent which may not be unreasonably withheld, Tenant may erect, maintain and operate such power transmission lines, poles, anchors, support structures, overhead and underground cables (including fiber optic cables for communications and data transmission purposes), substations, distribution and interconnection facilities, operations and maintenance structures and facilities, and associated equipment and appurtenances, buildings, and roads for access and for installation and maintenance

and any other buildings as Tenant deems to be necessary or appropriate to further the other uses permitted hereby and to monitor, operate, produce, transmit and/or store power and transport workers, tools, material, equipment and other necessary items to and from or across the Property. Any equipment, facilities, structures or other improvements erected or constructed on the Property pursuant to Section 4.1.1 and this Section 4.1.2 shall collectively be referred to herein as the “**Improvements**”.

4.1.3 Use of aerial drones. Subject to compliance with any Applicable Laws, Tenant may utilize commercial drone apparatus within the Property and the airspace directly above the Property to further the purposes of this Lease. Such use shall be limited to images of the Property and shall in no event permit imaging of any adjacent or other property or any residential property whatsoever. The tenant shall deliver non-proprietary drone imagery data in a digital format to the Landlord within 90 days of drone use. Prior to operating any drone from or above the Property, Tenant shall provide Landlord with any and all drone operator certificates and licenses, as the case may be, which are required by the Federal Aviation Administration or any other state and federal governmental agency as a precondition for operating drones. All drone operators shall be required to maintain any such drone operator certifications and licenses, as the case may be, in full force and effect during all such times as such operators operate any drone on or from the Property. Drone Operators shall make any notifications to airports or other facilities as may be required by law.

4.1.4 Improvements Affecting the Project. Tenant may remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation located on the Property. Tenant may add clay and soil to fill the site but may not remove or regrade the existing clay or soil without expressed written consent of the Landlord. Any waste materials removed as a part of Landlord approved regrading activities must be disposed of at a licensed waste transfer station or licensed operating landfill at the Tenant’s expense. Tenant may not make any punctures in the existing clay landfill cap without the expressed written consent of the Landlord.

4.1.5 Right to Control Access. Subject to Landlord’s rights under Section 4.3, Tenant shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with pre-existing easement rights of record or other rights approved by Tenant).

4.1.6 Use of Landlord’s Roads. Subject to any applicable restrictions in the Permitted Encumbrances, Tenant shall have the right to use, without charge, any and all roads existing on the Property, and shall have the right to maintain (at Tenant’s expense) those which it shall determine from time to time are important to its Operations. Tenant shall exercise reasonable diligence not to unreasonably block any such road or otherwise hamper or encumber any vehicular, bicycle or pedestrian traffic on any such road, except as reasonably necessary. Tenant shall make commercially reasonable efforts to comply with the following requirements:

- Inform any subcontractors that there is a manufacturing and retail operation ongoing and require that subcontractors minimize any disruption to such activities.
- Tenant’s engineer to visit the Property before final design.

- Require that delivery trucks deliver to the Property outside of the business hours of 8 am - 3:30 pm Monday through Saturday (noting that the Landscape Recycling Center (“LRC”) is closed Saturdays November through March approximately). If delivery trucks deliver to the Property within such business hours, Tenant, if given a key to the Property gate by Owner, will endeavor to allow delivery trucks through the gate at the rate of no more than two delivery trucks at a time.
- Only use the Butzow Dr. entrance.
- Coordinate with Landlord regarding staging areas for materials and vehicles and explore the possibility of using an adjacent property for staging and the possibility of paying LRC to close to the public for certain days for deliveries.

4.1.7 No Nuisance. Landlord acknowledges and agrees that the construction, operation and maintenance of the Project pursuant to the terms hereof shall not, in and of itself, constitute a nuisance upon or interference with Landlord’s use of its adjacent properties in any way whatsoever.

4.1.8 Incentives. Tenant may, at Tenant’s sole discretion, apply for and receive incentives for its planned use of the Property. Should Tenant’s planned use of the Property become commercially unfeasible in the reasonable judgment of Tenant after Tenant has expended and exhausted its reasonable efforts to use the Property as contemplated herein and provided reasonable information to Lessor regarding the obstacles that make such use commercially unfeasible, Tenant may use any and all incentives awarded for its project on the Property for another project elsewhere.

4.2 Quiet Possession. Landlord warrants that it has fee title to the Property and the right to lease the Property for the Lease Term, and covenants that so long as Tenant pays all Rent and complies with all of the terms and conditions of this Lease, Tenant shall have the peaceable and quiet possession of the Property for the Lease Term in accordance with the terms of this Lease without any disturbance from Landlord or any person claiming through Landlord, subject only to the Permitted Encumbrances. In no event shall Landlord permit or suffer to exist without Tenant’s prior written consent, which may be withheld in Tenant’s discretion, any other encumbrance on or against the Project or the Property that has priority over this Lease. Upon either Party’s discovery of any such lien, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause the same to be discharged of record or deliver to Tenant appropriate security for payment within 30 days after the date Landlord receives notice of filing of same, either by payment, deposit or bond.

4.3 Landlord’s Inspection Rights. During the Lease Term, Landlord shall be entitled to enter upon the Property during normal business hours and upon at least 72-hour prior notice to Tenant in order to inspect the Property. Any such entry shall not interfere with Tenant’s Intended Use and occupancy of the Property in any manner. This foregoing right of inspection must be on an escorted basis with Tenant, its agents or employees, and in compliance with and Tenant’s normal security policies and established site procedures and does not include the right to climb onto or into Improvements or to come into physical contact with any transmission facilities without the prior written consent of Tenant. Notwithstanding the immediate foregoing, Landlord shall have the right to enter upon the Property at any time and without

any notice in the event a condition arises or comes into existence on the Property which presents an immediate threat to human life, health or safety.

5. Construction of Improvements.

5.1 Governmental Approvals. Prior to Commencement of Construction, and thereafter at all times during the Lease Term, Tenant shall, at Tenant's expense, obtain and maintain all approvals or licenses necessary or appropriate for the construction and development of the Improvements and for the construction, development, use and operation of Tenant's Project in compliance with all Applicable Law. Landlord shall reasonably and promptly cooperate with Tenant as necessary to obtain any such approvals and licenses (including by signing any permit applications, permits, owner consents, or affidavits, if requested to do so by Tenant), and Tenant shall reimburse all reasonable costs and expenses which Landlord customarily charges other persons who seek and apply for comparable permits and licenses and shall reimburse Landlord for all costs and expenses paid or incurred by Landlord to any third party in connection with providing any cooperation requested by Tenant, provided Landlord has notified Tenant in advance that such cooperation will cause Landlord to incur any such reimbursable costs and expenses.

5.2 Landlord's Activities. Landlord acknowledges Tenant is intending to use the Property for the Intended Use. Except as specifically permitted by this Lease, during the Lease Term Landlord shall not (i) grant (actively or permissively) any rights under this Lease or in or to the Property to any other person or (ii) amend, terminate or surrender any documents or rights relating to this Lease, in each case, without Tenant's prior written consent or direction unless otherwise required by law (including, but not necessarily limited to Illinois' Freedom of Information Act [5 ILCS 140/1 *et seq.*] or a lawfully issued subpoena or court or administrative agency order or decree. In the event Landlord receives a request for records under the aforesaid Freedom of Information Act or a lawfully issued subpoena, court or administrative agency order or decree, Landlord shall promptly notify Tenant of such request, subpoena, order, or decree but nothing herein shall prevent Landlord from complying with any such request, subpoena, order, or decree within the time provided in the applicable statute, subpoena, order, or decree. Landlord shall not interfere with Tenant's right, at Tenant's sole cost and expense, to apply to the court or administrative agency that issued the subpoena, request, order, or decree for an order that seeks to quash any such request, subpoena, order, or decree. Landlord shall not grant permission for or otherwise permit any person or entity to enter on the Property without Tenant's consent and shall not, currently or prospectively, interfere with the Intended Use in any manner, including: the development, construction, installation, maintenance, or operation of the Project or Tenant's Improvements; access over the Property to such Improvements; or Tenant's rights granted hereunder to use the Property for the Intended Use. Landlord shall not conduct activities in or on the Property. However, nothing herein shall be deemed, interpreted or construed to limit Landlord's use of any of its other real property including the right to install or contract to install additional energy generation facilities. Landlord shall give Tenant prompt notice of any damage or defective condition in any part or appurtenance of the Property, which Landlord has actual knowledge of, but which was not disclosed to, or discovered by Tenant and documents related thereto or which arose following Tenant's completion of its due diligence that could reasonably be expected to affect the Project or Tenant's operation on the Property. Without limiting the generality of the foregoing, Landlord shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property. The area of Land to remain unobstructed by Landlord will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. Landlord acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to

Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not grant permission for any activities by any third-person on the Property or on any adjacent properties owned by Landlord that interfere with Insolation on and at the Property. Notwithstanding the immediate foregoing, Landlord reserves unto itself the right, with the written consent of Tenant which consent shall not be unreasonably withheld, to install such additional wells and venting on the Property as Landlord deems necessary in order to maintain the integrity of the Property; provided, however, that Tenant shall have no obligation to move or alter any of its Improvements in response to any Landlord activities on the Property, and Landlord's indemnity obligations in Section 7.2 shall apply to such activities despite Tenant consenting to such activities. Further and notwithstanding any other provision of this Lease, but subject to applicable notice and cure periods, the Parties agree that (i) Tenant would be irreparably harmed by a breach of the provisions of this Section 5.2, (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Tenant shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 5.2.

5.3 Tenant's Right to Construct Security Devices. Subject to Applicable Law, Tenant may, at its sole expense, construct and maintain security devices on the Property that Tenant deems appropriate and necessary for the protection of the Improvements, including, but not limited to, any type of fencing, security monitoring or other security safeguards so long as any such devices does not impair or breach the integrity of the clay cap covering the landfill which, heretofore, existed on the Property. Nothing in this Section 5.4 shall be construed to require Tenant to repair, maintain or replace any fence existing on the Property on the Effective Date or any other fences erected, with Tenant's permission, by Landlord on the Property. In addition, Tenant shall be permitted to remove and replace, and temporarily relocate, if necessary, any fencing previously installed on the Property, at Tenant's cost and expense, as may be necessary to accommodate Tenant's construction and/or operation of the Improvements. In the event Tenant constructs any fencing, such fencing shall include access (which may be controlled by gated access) sufficiently wide enough to allow public safety vehicles to enter upon the Property to address a threat to human life, health or safety or to real property neighboring the Property. In the event a locked gate is provided or otherwise included with Tenant's fencing or construction of other barriers to entry onto the Property, Tenant shall provide Landlord with a gate code, double pad lock and key, or a "Knox Box" with appropriate key or code/combination in order to open any such locked gate without need of Tenant's assistance so that Landlord's public safety vehicles and employees may enter upon the Property to address any such public safety issues which may arise or occur on the Property or any of Landlord's real property neighboring the Property. Landlord shall abide by all reasonable safety measures instituted by or on behalf of Tenant as to which Landlord has received notice.

5.4 Mechanics' Liens. Tenant shall pay, when due, all costs for any construction done by it or caused to be done by it on the Property. Tenant shall give Landlord no less than ten (10) business days' written notice prior to commencing construction of any material Improvements on the Property to enable Landlord to post such notices of non-responsibility as Landlord may determine are appropriate. Tenant shall keep the Property free and clear of all mechanics' liens, materialmen's liens, vendor's liens or any other liens arising out of any work performed, materials furnished, equipment supplied, or obligations incurred by Tenant, and Tenant agrees to defend, indemnify and hold Landlord harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Landlord in connection with any such claim or action. Tenant shall have sixty (60) days after first becoming aware of any mechanics' lien encumbering the Property to (i) pay such mechanics' lien or (ii) contest and, if necessary, initiate legal proceedings to contest the correctness or

the validity of any such mechanics' liens if, within such sixty (60) day period, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Illinois in an amount equal to one and one-half (1½) times the amount of the claim of the lien or otherwise removes such lien from the Property. In the event that there shall be recorded against the Property any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Tenant and such claim or lien shall not be removed or discharged within sixty (60) days of Tenant receiving written notice of such filing, then unless Tenant has posted a statutory mechanics lien bond against said lien, Landlord shall have the right, but not the obligation, to pay and discharge such lien without regard to whether such lien shall be lawful or correct, or to require that Tenant promptly deposit with Landlord in cash, lawful money of the United States in an amount equal to 150% of the amount of such claim, which sum may be retained by Landlord until such lien shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Landlord shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including reasonable attorneys' fees and costs incurred by Landlord, and shall remit the balance thereof to Tenant. Landlord shall have the right to come onto the Property for the purpose of posting a notice of non-responsibility thereon.

5.5 Ownership of Improvements. All Improvements constructed or installed on the Property by Tenant are, and shall remain, the property of Tenant and may be removed by Tenant in its sole discretion, at any time, and Landlord shall have no right, title or interest therein. The Parties agree that all Improvements constructed or installed on the Property by or on behalf of Tenant, whether prior to or after the Effective Date, are intended solely for the use and benefit of Tenant in connection with its commercial activities conducted on the Property and are hereby severed by agreement and intention of the Parties and shall remain severed from the Property, shall be considered with respect to the interests of the Parties hereto as the property of Tenant or other person designated by Tenant, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord hereby waives all rights, statutory or common law, or claims that it may have in the Improvements including any right of distraint. To the extent that Tenant installs any roads, paths, parking lots or areas, sidewalks, walkways, bicycle paths, and/or pads (other than such pads as are necessary to support or anchor its Improvements, Tenant agrees to leave in place, without duty to repair or improve, and not remove such roads, paths, parking lots or areas, sidewalks, walkways, bicycle paths, and/or pads (collectively, "Road Improvements"). Landlord agrees that once Tenant has ceased using the Property and otherwise removed its Improvements, Landlord shall own and be responsible for the Road Improvements left by Tenant and Tenant shall have no further obligation to such Road Improvements.

5.6 Compliance with Applicable Laws. In conducting its Operations on the Property, Tenant shall comply in all material respects with all Applicable Laws; however, Tenant may contest the validity or applicability of any law (including any property tax) to Tenant, the development, construction, ownership or operation of the Project, or any other activity or property of Tenant, by appropriate legal proceedings brought in the name of Tenant.

5.7 Exercise of Caution. Landlord recognizes the need to exercise extreme caution when in proximity to any of the solar facilities and the importance of respecting gates, fences, signage, rules and other safety measures utilized by Tenant, and Landlord agrees to exercise such caution and respect such

measures at all times and to cause its elected and appointed officials, employees, agents, representatives and contractors to do the same, with failure to do so constituting a material default and subjecting Landlord to an obligation of indemnity for the consequences thereof as set forth herein; provided however, in no case shall Landlord have any duty of indemnity (or otherwise be deemed to be liable to Tenant) for actions of any trespassers or of other parties not under the direct supervision and control of Landlord. Landlord is aware of the potential risks associated with electromagnetic fields and stray voltage resulting from the production and transmission of electricity, and knowingly waives all claims resulting from these causes, and Landlord shall have no right to indemnity pursuant to Section 8.1 for any such claims. Nothing in this Section 5.7 shall be deemed, interpreted or construed as relieving Tenant of its obligation to operate the Project in such manner consistent with other solar energy projects of this type are operated and in compliance with all applicable federal and state laws, rules and regulations governing the installation and operation of energy projects of this type. Further, Landlord shall not be obligated to indemnify, hold harmless, or defend Tenant for Tenant's or Tenant's Parties' or Tenant's Affiliate's unlawful or negligent acts or omissions. Nothing in this Section shall be deemed, interpreted or construed as limiting Landlord's actions or omissions on the Property when its public safety responders are called to and/or present on the Property to address, mitigate, or suppress any threat to human life, health or safety or property, whether owned by Tenant or third persons.

5.8 Use of Landlord Real Property and Public Streets. Tenant shall not use Landlord's other real property or any public streets for the staging of any construction materials or equipment. Further, to the extent Tenant uses any of Landlord's public streets, they shall be used as intended and not for any other purpose unless Landlord has given its prior written consent to use such public streets for purposes for which public streets are otherwise commonly used.

5.9 Representations and Warranties.

5.10 Representations and Warranties of Landlord. Landlord hereby makes the following representations and warranties to Tenant effective as of the Effective Date:

5.10.1 Formation. Landlord is a municipal corporation, body politic and home rule unit of local government existing under the Illinois Constitution of 1970 and the Illinois Municipal Code (65 ILCS 5/1-1 *et seq.*).

5.10.2 Authority. Landlord has the power and authority to enter into, deliver and perform this Lease and the other documents contemplated to be executed and delivered by Landlord in connection with the transactions contemplated hereby (collectively, the "**Lease Documents**"). The execution, delivery and performance of Lease Documents by Landlord have been duly and validly approved by Landlord and any and all persons or entities whose approval is necessary to the validity hereof or thereof, and no other action on the part of Landlord is necessary to approve the Lease Documents and/or to consummate the transactions contemplated in the Lease Documents, or any of them. This Lease and each of the other Lease Documents has been, or as of the date required by Tenant, will have been, duly and validly executed and delivered by Landlord and, assuming due and valid authorization, execution and delivery by Tenant, this Lease constitutes, and each other Lease Document will constitute, a valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, except as enforcement may

be limited by general principles of equity and/or by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

5.10.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Landlord nor the consummation by Landlord of the transactions contemplated in the Lease Documents, nor compliance by Landlord with the terms and provisions of any one or more of the Lease Documents will: (i) violate any provision of Applicable Law or the instruments or agreements by which the Landlord is formed and/or governed or (ii) violate any of the terms or provisions of any instrument or obligation encumbering the Property and/or by which Landlord or any Affiliate of Landlord is bound.

5.10.4 Consents and Approvals. As of the Effective Date and subject to Tenant's obligation to obtain any and all consents, approvals and/or permits, as the case may be, Landlord is not aware of any legal bar to entering into this Lease and allowing Tenant to occupy and use the Property for its Intended Use.

5.10.5 Title. Landlord is the sole fee owner of the Property, including all water rights pertaining to the Land, subject to no exceptions other than the Permitted Exceptions. Except to the extent true and complete copies have been provided to Tenant (and listed on Exhibit 6.1.5 hereto), there are no unrecorded leases, liens or other agreements, written or oral, in effect that are binding upon the Property. Landlord has not granted or entered into any options, rights of first refusal, rights of first offer, offers to sell or lease, agreements to purchase or sell, or solar energy or other easements on all or any part of the Property, or any other rights to use the Property for renewable energy purposes, other than with Tenant pursuant to this Lease.

5.10.6 No Brokers. Neither Landlord nor any Affiliate of Landlord nor any of their respective elected or appointed officials, employees, officers, or directors has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

5.10.7 Legal Proceedings.

(a) Neither Landlord nor any Affiliate of Landlord is a party to any, and to Landlord's actual knowledge without duty of inquiry, there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord or any Affiliate of Landlord in connection with or pertaining to the Property or challenging the validity or propriety of this Lease, the Lease Documents and/or transactions contemplated in this Lease and/or the Lease Documents or Landlord's ownership interest in the Property or right to enter into this Lease; and

(b) To Landlord's actual knowledge without duty of inquiry, there is no injunction, writ or governmental order, judgment or similar decree applicable to Landlord or any of its Affiliates which imposes any restrictions on Landlord or any of its Affiliates with respect to the Lease, the Property or the Leasehold Estate.

5.10.8 Compliance with Applicable Laws. To Landlord's actual knowledge, Landlord is not in violation of any Applicable Laws respecting the Property or this Lease that would result in a Material Adverse Effect.

5.10.9 Environmental Conditions. To the best of Landlord's knowledge, the Property is in compliance with all Applicable Laws governing the use, handling, or storage of Hazardous Materials and Solid Waste. Notwithstanding the immediate foregoing, Landlord makes no representations or warranties insofar as whether Tenant's Intended Use of the Property or the Project will in any way create an environmental hazard or breach any federal or state environmental law, rule, regulation, decree, or order. Notwithstanding anything to the contrary foregoing, Tenant is aware that the Property was operated as a landfill which was closed in conformity with then existing state and federal laws and regulations governing the operation and closure of such landfills and, as such, Landlord makes no representations or warranties regarding the nature or condition of the materials or substances which may have been deposited in the said landfill during the period of its operation and prior to when the same was closed.

5.10.10 Disclosure. Landlord further represents and warrants that the information furnished in Exhibit 6.1.10, "Owner's Disclosure", is truthful and accurate to Landlord's knowledge.

5.11 Representations and Warranties of Tenant. Tenant hereby makes the following representations and warranties to Landlord as of the Effective Date.

5.11.1 Formation. Tenant is a limited liability company duly formed and validly existing under the laws of the State of Delaware and is qualified to conduct business in the state in which the Property is located. Tenant has all requisite power and authority to lease the Property as Tenant. The Tenant formation instruments and agreements that have previously been made available to Landlord are true, complete and correct copies of such documents, accurately reflect the entirety of the instruments and agreements by which the Tenant is governed, are in full force and effect and have not been modified, amended or otherwise altered in any respect except as specifically disclosed to Landlord.

5.11.2 Authority. Tenant has all requisite power and authority to lease the Property. Tenant has the power and authority to enter into, deliver and perform this Lease and the Lease Documents. The execution, delivery and performance of Lease Documents by Tenant have been duly and validly approved by Tenant and any and all persons or entities whose approval is necessary to the validity hereof or thereof, and no other action on the part of Tenant is necessary to approve the Lease Documents and/or to consummate the transactions contemplated in the Lease Documents, or any of them. This Lease and each of the Lease Documents has been, or as of the date required by Landlord, will have been, duly and validly executed and delivered by Tenant and, assuming due and valid authorization, execution and delivery by Tenant, this Lease constitutes, and each other Lease Document will constitute, a valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforcement may be limited by general principles of equity and/or by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

5.11.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Tenant nor the consummation by Tenant of the transactions contemplated in the Lease Documents, nor compliance by Tenant with the terms and provisions of any one or more of the Lease Documents will: (a) violate any provision of the instruments or agreements by which the Tenant is formed and/or governed or (b) violate any of the terms or provisions of any instrument or obligation encumbering the Property, the Leasehold Estate and/or by which Tenant or any Affiliate of Tenant is bound.

5.11.4 Consents and Approvals. Except for consents and approvals, the failure of which to obtain will not have and would not reasonably be expected to have a Material Adverse Effect on Tenant, no consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Tenant are necessary in connection with the execution, delivery and performance of this Lease and the Lease Documents by Tenant.

5.11.5 No Brokers. Neither Tenant nor any Affiliate of Tenant nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

5.11.6 Legal Proceedings.

(a) Neither Tenant nor any Affiliate of Tenant is a party to any, and to Tenant's actual knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Tenant or any Affiliate of Tenant or, pertaining to the Property or the Project obtaining all required land use or challenging the validity or propriety of this Lease, the Lease Documents and/or transactions contemplated in this Lease and/or the Lease Documents; and

(b) To Tenant's actual knowledge, there is no injunction, writ or governmental order, judgment or similar decree applicable to Tenant or any of its Affiliates which imposes any restrictions on Tenant or any of its Affiliates with respect to the Lease, the Property or the Leasehold Estate.

5.11.7 Hazardous Materials. Prior to the Effective Date, neither Tenant nor any Tenant's Parties have released, stored or generated any Hazardous Materials on the Property. Tenant covenants that during the Lease Term, Tenant shall not release, store, or generate, on the Property any Hazardous Materials, except to the extent permitted by Applicable Law.

5.12 No Other Representations and Warranties. The Parties are not making or relying upon any representations or warranties except to the extent expressly set forth in this Lease. Each Party acknowledges and agrees that it has undertaken and is relying upon its own due diligence evaluation of the Project and the Property.

6. Assignment; Mortgage.

6.1 Tenant's Right to Assign or Pledge Lease. This Agreement shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective representatives, successors and assign as hereinafter provided. Tenant shall have the right, subject to Landlord's express prior written consent, which consent shall not be unreasonably withheld or delayed, to assign some or all of Tenant's rights and interests in and to this Lease. Notwithstanding the immediate foregoing, Landlord's prior written consent shall not be required where (i) Tenant seeks to or may assign this Lease and Leasehold Estate to an Affiliate of Tenant so long as the initial Tenant to this Lease remains responsible for the operation of the Project; (ii) Tenant assigns this Lease and Leasehold Estate to an entity that acquires all or substantially all of Tenant's assets; or (iii) Tenant may mortgage or collaterally assign all or part of its interest in this Lease to any entity that acquires all or a portion of Tenant's interest in the Project or provides financing to or for the Project so long as, if an encumbrance or lien is created on the Property, any such mortgage or other encumbrance contains language that provides that such mortgage or other encumbrance on the Property shall be deemed fully and completely released and discharged as to Owner and the Property upon the earlier of the expiration of this Lease and any renewal thereof or a default on or breach of this Lease or any renewal thereof without Tenant having cured such default or breach. Any assignment as provided heretofore which gives operational control of the Project to an entity other than an Affiliate of Tenant shall be null and void unless prior written consent is obtained from Owner, except that Owner's consent shall not be required for a transfer that grants an investor or financier the right to take control of the project under the financing documents. With respect to such a transfer or assignment: (i) such transfer or assignment shall create no greater rights or interest in or to the Property than otherwise provided in this Lease; (ii) the term of this Lease shall not extend beyond the end of the Lease Term or any Renewal Term provided in this Lease; (iii) such assignment or transfer shall be expressly made subject to all of the terms, covenants and conditions of this Lease; (iv) with respect to an assignment, the new assignee shall simultaneously execute an assignment and assumption agreement in form reasonably satisfactory to Landlord, agreeing to be bound by all of the terms, covenants, and agreements of this Lease and assume the obligations of Tenant hereunder; (v) subject to the Permitted Encumbrances recorded against the Property at that time, the burdens and the rights contained in this Lease shall run with and against the Property and shall be a charge and burden thereon for the duration of this Lease and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, Tenant, employees, and agents; and (vii) if an encumbrance or lien is created on the Property, the language of any assignment or transfer document or instrument, as the case may be, shall expressly provide that any mortgage, lien or other encumbrance placed on the Property shall automatically terminate and be deemed fully and completely released as to Landlord and the Property without any expense to or obligation of Landlord, whether or not such mortgage, lien or encumbrance is fully paid, upon the earlier of the expiration of this Lease and any renewal hereof or a default on or breach of this Lease by Tenant without Tenant having cured such default or breach. Unless expressly provided otherwise herein, any person or entity to whom Tenant assigns all of its right, title and interest under this Lease shall be included in the term is referred to herein as "Tenant."

6.2 Right to Mortgage. Tenant, at any time and from time to time, without obtaining Landlord's consent, hypothecate, mortgage, grant or pledge its right, title or interest hereunder, and/or in the Improvements, to any Qualified Leasehold Mortgagee as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Mortgage**"). Nothing in this Subsection or any other Section shall be deemed, interpreted or construed to allow Tenant or any

Affiliate or Assignee to create any lien upon the Property. Any Tenant, Assignee or Qualified Leasehold Mortgagee, shall provide Landlord with such information as Landlord reasonably requests regarding the terms and conditions of any such assignment or Qualified Leasehold Mortgage which shall include but shall not necessarily be limited to the name, physical address, telephone number, e-mail address (if any), website location (if any), and other contact information about the Assignee and/or Qualified Leasehold Mortgagee and a copy of the instrument which Tenant and/or Qualified Leasehold Mortgagee will be executing to effectuate the transaction contemplated. In all instances where Tenant receives any notice of either of their default on a Mortgage, the Tenant shall promptly provide Landlord with a copy of the said notice of default. **“Qualified Leasehold Mortgagee”** as used herein shall mean (i) any financial institution or other person or entity that from time to time provides secured financing to Tenant, or their Affiliates secured by some or all of the Improvements or the Project, and/or the leasehold interest in the Property, but not in the Property that has the same or better financial current net worth as Tenant existing immediately before the proposed assignment; or (ii) any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, as well as any party or parties providing tax equity financing to Tenant, or to any of their respective Affiliates (as applicable) (even if such tax equity financing is not secured by a Mortgage or other security interest in the Property) or Tenant’s interest in this Lease or its Sublease (as applicable), and their respective representatives, successors and assigns. Any mortgage which gives or allows for operational control of the Project to an entity other than a Tenant or Affiliate of Tenant shall be null and void unless prior written consent is obtained from Landlord. Notwithstanding anything to the contrary contained in this Lease, no Tenant or Qualified Leasehold Mortgagee (whether or not, in the case of the latter, by reason of foreclosure or assignment in lieu of foreclosure) shall acquire or have any right to acquire or succeed to any right, title or interest in the Property greater than that which original Tenant received from Landlord by reason of this Lease.

6.3 Qualified Leasehold Mortgagee Protections. Notwithstanding any other provision of this Lease:

6.3.1 Rights of Qualified Leasehold Mortgagee A Qualified Leasehold Mortgagee shall have the absolute right to do one, some or all of the following: (i) assign its Mortgage; (ii) enforce its Mortgage; (iii) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to this Lease; (iv) take possession of and operate the Improvements or the Project; (v) assign or transfer this Lease to a third person in accordance with this Lease; (vi) exercise any rights of Tenant with respect to this Lease or (vii) cause a receiver to be appointed to do any of the foregoing things. Landlord’s consent shall not be required for any of the foregoing or for any third person to acquire title via foreclosure or assignment in lieu of foreclosure in and to this Lease; and, upon acquisition of this Lease or the Sublease (as the case may be) by a Qualified Leasehold Mortgagee or any other third person who acquires the same from or on behalf of the Qualified Leasehold Mortgagee or via foreclosure or assignment in lieu of foreclosure, Landlord shall recognize the Qualified Leasehold Mortgagee or such other person thereto (as the case may be) as Tenant’s or such Subtenant’s (as the case may be) proper successor, and this Lease or the Sublease (as the case may be) shall remain in full force and effect.

6.3.2 Landlord shall be fully relieved of any obligation Landlord may have to notify any Qualified Leasehold Mortgage of any Tenant, Assignee or Subtenant default on this Lease in the event that Tenant, Assignee or Subtenant has failed to provide Landlord with contact information, as provided in Subsection 6.2, regarding such Qualified Leasehold Mortgage that is current at the time of any such default.

6.3.3 Cure Periods. Each Qualified Leasehold Mortgagee shall have the same period of time after receipt of a notice of default from Landlord regarding Tenant's, Assignee's or Subtenant's default on any term, condition or covenant of this Lease to remedy such default or Event of Default, or cause the same to be remedied, as is given pursuant to Subsections 14.4 and 14.5, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default or Event of Default; and (ii) sixty (60) days in the event of any non-monetary default or Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Qualified Leasehold Mortgagee to complete such cure, including the time reasonably required for the Qualified Leasehold Mortgagee to obtain possession of the Leasehold Estate, as the case may be (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, in each case specified in this clause to the extent that such Qualified Leasehold Mortgagee or Subtenant is prosecuting any such proceedings to completion with commercially reasonable diligence. Each Qualified Leasehold Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant hereunder or with respect to the Leasehold Estate for purposes of curing such default or Event of Default. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes each Qualified Leasehold Mortgagee (and their respective employees, agents, representatives or contractors) to enter upon the Property at their own risk to complete such performance with all of the rights and privileges of Tenant hereunder. Landlord shall not terminate this Lease prior to expiration of the cure periods available to each Qualified Leasehold Mortgagee and Subtenant as set forth in Subsection 14.4. Further, neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as the Rent and all other amounts payable by Tenant hereunder are paid by a Qualified Leasehold Mortgagee in accordance with the terms thereof and satisfied by Qualified Leasehold Mortgagee's completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

6.3.4 Extended Cure Periods. If any default or Event of Default by Tenant under this Lease cannot be cured by a Qualified Leasehold Mortgagee without its obtaining possession of all or part of the Property, then such default or Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landlord as set forth in Section 6.4.2, a Qualified Leasehold Mortgagee acquires possession of the Property, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Qualified Leasehold Mortgagee is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Qualified Leasehold Mortgagee performs all other obligations of Tenant as and when the same are due in accordance with the terms of this Lease, including the payment of all past due amounts due to Landlord under this Lease. If a Qualified Leasehold Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting the proceedings described above,

then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

6.3.5 Limitations on Recourse. A Qualified Leasehold Mortgagee that does not directly hold an interest in the Leasehold Estate, or that holds a Mortgage, shall not have any obligation under this Lease prior to the time that such Qualified Leasehold Mortgagee succeeds to absolute title to such Leasehold Estate; and such Qualified Leasehold Mortgagee shall be liable to perform obligations under this Lease only for and during the period of time that such Qualified Leasehold Mortgagee directly holds such absolute title in such Leasehold Estate. Further, in the event that a Qualified Leasehold Mortgagee elects to (i) perform Tenant's obligations under this Lease, (ii) continue Tenant's or any Subtenant's Operations on the Property, (iii) acquire any portion of Tenant's or a Subtenant's right, title or interest in the Property under this Lease or a Sublease (as the case may be) or (iv) enter into a new agreement as provided in Section 7.4.6, then such Qualified Leasehold Mortgagee shall not have any personal liability to Landlord in connection therewith, and Landlord's sole recourse in the event of default by such Qualified Leasehold Mortgagee shall be to execute against such Qualified Leasehold Mortgagee's interest in the Leasehold Estate or subleasehold estate (as the case may be), the Improvements and the Project. Moreover, any Qualified Leasehold Mortgagee or other person who acquires the Leasehold Estate or subleasehold estate (as the case may be) pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder to the extent the same are incurred or accrue after such Qualified Leasehold Mortgagee or other party no longer has ownership of such Leasehold Estate or subleasehold estate.

6.3.6 Replacement Lease. For bankruptcy purposes, this Lease shall be deemed an executory contract which may be affirmed or reject at the bankruptcy trustee's discretion. In the event that this Lease is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditor's rights, then, so long as a Qualified Leasehold Mortgagee has cured any monetary Events of Default and is making commercially reasonable efforts to cure any non-monetary Events of Default (other than the bankruptcy of Tenant) as provided herein, Landlord shall, immediately upon written request from such Qualified Leasehold Mortgagee received within ninety (90) days after any such termination, rejection or disaffirmance, without demanding additional consideration therefor, enter into a new agreement in favor of such Qualified Leasehold Mortgagee, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or a Subtenant prior to such termination, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, rejection or disaffirmance, and continuing for the remaining term of this Lease before giving effect to such termination, rejection or disaffirmance including any rights to exercise Renewal Terms and (iii) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landlord; and, until such time as such new agreement is executed and delivered, the Qualified Leasehold Mortgagee may enter, use and enjoy the Property and conduct Operations thereon as if this Lease were still in effect. At the option of the Qualified Leasehold Mortgagee, the new agreement may be executed by a designee of such Qualified Leasehold Mortgagee, without the Qualified Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder. If more than one Qualified Leasehold Mortgagee makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Qualified Leasehold Mortgagee whose Mortgage is senior in priority.

6.3.7 No Amendment or Termination of Lease. Where Tenant has given written notice to Landlord in accordance with Section 19.1 of the name and mailing address of a Qualified Leasehold Mortgagee, (i) Landlord shall not agree to any material modification or amendment to this Lease and (ii) Landlord shall not accept a surrender or termination of this Lease; in each such case without the prior written consent of each such Qualified Leasehold Mortgagee and Subtenant.

6.3.8 Cooperation. At Tenant's request and sole expense, Landlord shall use its commercially reasonable efforts to cooperate in a prompt manner with Tenant and any Subtenant in Tenant's or such Subtenant's (as applicable) efforts to obtain financing from a Qualified Leasehold Mortgagee, including the amendment of this Lease to include any provision that may reasonably be requested by an existing or proposed Qualified Leasehold Mortgagee, and shall execute such additional documents as may reasonably be required to evidence such Qualified Leasehold Mortgagee's rights hereunder; provided that Landlord shall have no obligation to grant a lien on or security interest in the fee title to the Property or the Land in favor of any Qualified Leasehold Mortgagee and shall not be obligated to enter into any modification of this Lease which has or might have a material adverse economic effect on Landlord or the Property or other Material Adverse Effect on Landlord or the Property. Further, Landlord shall, within ten (10) days after written notice from Tenant, any existing or proposed Qualified Leasehold Mortgagee, execute and deliver thereto a certificate to the effect that (i) Landlord recognizes such entity as a Qualified Leasehold Mortgagee or Subtenant (as applicable) under this Lease and (ii) will accord to such entity all the rights and privileges of a Qualified Leasehold Mortgagee or Subtenant (as applicable) hereunder.

6.4 Landlord Mortgages.

6.4.1 Non-Disturbance and Subordination Agreements; Cure Period. If Landlord's interest in this Lease is encumbered by a Landlord Mortgage, (i) if requested by Tenant, Landlord and Landlord Mortgagee shall promptly execute and deliver to Tenant a non-disturbance agreement and subordination agreement in a form reasonably acceptable to Tenant and Qualified Leasehold Mortgagee (if any) evidencing compliance with Section 6.5.1 and (ii) if requested in writing by Landlord or Landlord Mortgagee, Tenant shall give Landlord Mortgagee, at such address as may be specified by Landlord or Landlord Mortgagee (as such address may be changed, from time to time, by Landlord or Landlord Mortgagee by notice to Tenant), duplicate copies of all notices to Landlord and all documents and suits delivered to or served upon Landlord, and no notice intended for Landlord shall be deemed properly given, and no default of Landlord hereunder shall be deemed to have occurred unless Tenant shall have given Landlord Mortgagee a copy of its notices to Landlord relating to such default. Further, no default of Landlord shall be deemed to have occurred by reason of the expiration of Landlord's cure period (or period for permitted commencement of cure) as provided in this Lease unless, following the expiration of such period, an additional ten (10) business days shall have expired following delivery to Landlord Mortgagee at the last address provided of written notice from Tenant specifying (i) the nature of the potential default, (ii) this Lease Section together with the Lease Section requiring the applicable performance, (iii) that the applicable period for Landlord's cure or commencement of cure has expired without cure or commencement of cure by Landlord and (iv) that unless Landlord Mortgagee cures or commences to cure within ten (10) business days of receipt of such notice (and thereafter diligently pursuant such cure to completion), default shall occur and all applicable cure

periods shall have expired. Landlord Mortgagee shall have the right to pay any amount or perform any act required of Landlord and so remedy any default under this Lease or cause the same to be remedied, and Tenant shall accept such performance by Landlord Mortgagee as if the same had been made by Landlord.

6.4.2 Attornment. If Landlord Mortgagee shall succeed to the rights of Landlord under this Lease, then (i) at Landlord Mortgagee's request, Tenant shall attorn and recognize such mortgagee or beneficiary as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument reasonably necessary to evidence such attornment and (ii) Landlord Mortgagee shall promptly cause to be delivery to Tenant a non-disturbance agreement and subordination agreement signed by Landlord and Landlord Mortgagee (including any new Landlord Mortgagee) in a form reasonably acceptable to Tenant and Qualified Leasehold Mortgagee (if any) evidencing compliance with Section 7.5.1. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor landlord and Tenant.

6.5 Landlord's Cooperation. Landlord shall not interfere and shall not cause any other person to interfere with any of Tenant's rights and interests under this Lease. Landlord shall not interfere with Tenant's efforts to obtain from another governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, incentive, or other rights necessary or convenient in connection with construction and Operations. To the extent Tenant applies to Landlord for any subdivision of the Property, building permit, or any form of zoning change to the Property, including but not necessarily limited to any zoning reclassification, minor or major variance or special use, Landlord shall process such applications with the same diligence and in the same manner as Landlord processes other applications subdivisions real estate, building permits, and zoning reclassifications, minor or major variances, special uses. Landlord shall execute such documents and instruments that Tenant requests and that are necessary to verify or attest to Tenant's right to occupy and use the Property consistent with the terms, conditions and covenants of this Lease. Landlord shall have no obligation whatsoever to execute any document or instrument that in any way (i) increases Tenant's rights or interests in the Property beyond those that are set forth in this Lease; (ii) makes Landlord responsible for any debt or obligation owed or which may become due and owing by Tenant to any third person; or (iii) creates a lien, mortgage, encumbrance, or that otherwise negatively impacts Landlord's ownership interest in the Property unless such document or instrument expressly provides that (a) Landlord shall in no way be responsible for undertaking or discharging the obligation required to be undertaken according to such document or instrument, or (b) such lien, mortgage, encumbrance or other negative impact on Landlord's ownership interest in the Property is deemed fully discharged and released as to Landlord and the Property upon the expiration of the Lease and any renewal thereof or upon Tenant's failure to cure any breach of or default under the Lease. Without limiting the generality of the foregoing, in connection with any application to another governmental entity or third party by Tenant for a governmental permit, approval, authorization, entitlement or other consent, Landlord agrees not to oppose or cause any other person to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level. Nothing herein shall be deemed, interpreted or construed as requiring Landlord to incur any cost or expense in providing such support to Tenant

or to waive any permit application or license (as the case may be) fee which Landlord customarily charges others who seek to undertake construction within the City of Urbana.

7. Indemnification.

7.1 Indemnification by Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord and Landlord's Parties for, from and against any and all Losses (excluding consequential damages unless required to be paid by Landlord pursuant to a legal judgment obtained by a third party against Landlord for a claim for which Tenant is required to provide indemnity hereunder), to the extent resulting from or arising out of (i) any Operations of Tenant on or around the Property, (ii) any negligent act or failure to act or intentional, willful, wanton, or grossly negligent misconduct on the part of Tenant or any Tenant's Parties while on the Property, (iii) any breach or inaccuracy of any representations or warranties made by Tenant under this Lease, or (iv) any actual or alleged violations of any Applicable Law (other than any Applicable Law regarding Hazardous Materials, which are governed solely by the provisions of Sections 18.3 and 18.4). These indemnifications shall survive the termination of this Lease. These indemnifications shall not apply to any Losses to the extent (a) caused by any negligent or deliberate act or omission or willful misconduct on the part of Landlord or any Landlord's Parties, or (b) covered by insurance to the extent proceeds to cover Losses are received by Landlord. Nothing herein shall be deemed, interpreted or construed as limiting Tenant's duty to indemnify, defend and hold harmless to the limits of any insurance distribution made to Landlord. Further, nothing herein shall be deemed, interpreted or construed to constitute a waiver of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

7.2 Indemnification by Landlord. Landlord agrees to indemnify, defend and hold harmless Tenant and any Tenant's Parties for, from and against any and all Losses (excluding consequential damages, except lost profits under any and all power purchase agreement(s) for the Project, if any, and also unless required to be paid by Tenant pursuant to a legal judgment obtained by a third party against Tenant for a claim for which Landlord is required to provide indemnity hereunder), to the extent resulting from or arising out of (i) any operations of Landlord and Landlord's Parties on the Property, (ii) any negligent act or failure to act or intentional, willful, wanton, or grossly negligent misconduct on the part of Landlord or any Landlord's Parties while on the Property, or (iii) any breach or inaccuracy of any representations or warranties made by Landlord this Lease. These indemnifications shall survive the termination of this Lease. These indemnifications shall not apply to Losses to the extent (a) caused by any negligent or deliberate act or omission or willful misconduct on the part of Tenant or any Tenant's Parties, or (b) covered by insurance to the extent proceeds to cover Losses are received by Tenant. Nothing herein shall be deemed, interpreted or construed as limiting Tenant's duty to indemnify, defend and hold harmless to the limits of any insurance distribution made to Tenant. Landlord shall retain any and all rights and defenses of sovereign immunity and pursuant to the Illinois Local Government and Governmental Employees Tort Immunity Act as may, from time to time, be amended (745 ILCS 10/1-101 *et seq.*), except to the extent that retaining such rights and defenses effectively prevents Tenant from enforcing its rights against Landlord under this Lease.

7.3 Notice of Claim. Subject to the terms of this Lease and upon obtaining knowledge of a claim for which it is entitled to indemnity under this Section 8, the Indemnified Party shall, within thirty (30) days of obtaining such knowledge, deliver a notice of such claim (“**Notice of Claim**”) to the Indemnifying Party. The failure to provide (or timely provide) a Notice of Claim will not affect the Indemnified Party's rights to indemnification; provided, however, the Indemnifying Party is not obligated to indemnify the Indemnified Party for the increased amount of any loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

7.4 Defense of Third-Party Claims. The Indemnifying Party shall defend, in good faith and at its own expense, any claim or demand pursuant to Section 8.1 or 8.2 as set forth in a Notice of Claim relating to a third party claim, and the Indemnified Party, at its expense, may participate in the defense, unless (a) the Indemnifying Party chooses counsel not reasonably acceptable to the Indemnified Party or (b) the Indemnifying Party does not pursue with reasonable diligence such defense, in which case the Indemnified Party's participation shall be at the Indemnifying Party's expense. The Indemnified Party shall have a right to notice of any settlement, and the Indemnifying Party shall not execute or otherwise agree to any consent decree which provides for other than monetary payment within such Indemnifying Party's sole ability to pay without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party. If the Indemnifying Party elects not to defend or settle such proceeding, claim or demand and the Indemnified Party defends, settles or otherwise deals with any such proceeding, claim or demand, the indemnified party shall provide thirty (30) days' advance written notice of any settlement, which settlement may be without the consent of the Indemnifying Party, to the Indemnifying Party and will act reasonably and in accordance with its good faith business judgment. The Indemnified Party and the Indemnifying Party shall cooperate fully with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand.

7.5 Access to Information. If any claim is made by a third party against an Indemnified Party, the Indemnified Party shall use its best efforts to make available to the Indemnifying Party those partners, directors, elected or appointed officers and employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and in defending such claims; provided, however, that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party but failure to use commercially reasonable efforts to provide necessary witnesses or access to information will excuse Indemnifying Party's performance.

7.6 Reduction for Insurance and Other Recovery. The indemnities set forth at Section 8.1 above shall be without regard to whether Indemnified Party may also have a claim against a third party for any of the losses. The gross amount which an Indemnifying Party is liable to, for, or on behalf of any Indemnified Party shall be reduced by any insurance proceeds, payments received in respect of a judgment or settlement or other amounts actually recovered by or on behalf of the Indemnified Party related to the loss. If an Indemnified Party shall have received or shall have had paid on its behalf an indemnity payment in respect of a loss and shall subsequently

receive directly or indirectly insurance proceeds, payments in respect of a judgment or settlement or other amounts in respect of such loss, then the Indemnified Party shall pay to the Indemnifying Party all such amounts received or, if less, the amount of the indemnity payment.

8. Insurance.

The Tenant shall at all times during the term of the contract and any extension thereof, if any, carry all insurance coverage required by law or which would normally be expected for the business type. In addition, the Tenant shall carry, at its own expense, at least the following insurance coverages:

The table below describes the type and level of coverage dependent on the total value of the contract resulting from this bid.

Type of Insurance	Contract Amount	Coverage Required
Commercial GL and Umbrella Insurance (construction and demolition projects, and other projects with significant risk)	<\$100,000	\$1,000,000 per occurrence and \$2,000,000 aggregate
	\$100,000 - \$500,000	\$2,000,000 per occurrence and \$4,000,000 aggregate
	\$500,000 - \$1,000,000	\$5,000,000 per occurrence and \$10,000,000 aggregate
	>\$1,000,000	\$10,000,000 per occurrence and \$20,000,000 aggregate
Auto Liability Insurance (any contract that requires operation of a motor vehicle)	All	At least \$1M per accident, covering any owned, hired, or non-owned auto
Workers' Compensation and Employer's Liability Insurance (construction, demolition, and other work where employees are at significant risk)	All	Workers' Compensation as per statutory requirements; Employer's Liability with at least \$1M each accident for bodily injury and \$1M each employee for bodily injury by disease.
All policies should be written by companies qualified to do business in the State of Illinois, acceptable to the City, and have a rating of A-VIII or better in the current A. M. Best rating guide.		
All policies should be written by companies qualified to do business in the State of Illinois, acceptable to the City, and have a rating of A-VIII or better in the current A. M. Best rating guide.		

Requirements and Insurance Certificates:

All policies

1. The City of Urbana and its elected and appointed officers and employees shall be named as additional insured parties on all policies of insurance except for workers' compensation.
2. The City's interests as additional insured parties will be on a primary and non-contributory basis on all policies and noted as such on insurance certificates.
3. All policies will be written on an occurrence basis (no "claims made" policies).
4. Insurance certificates will be provided prior to the City's execution of a contract.
5. Tenant provides an insurance certificate that details coverage described above and requires notification to the City if a policy is cancelled.
6. Tenant must require all subcontractors to have the same coverage which shall also name the City and its elected and appointed officials and employees as additional insureds.
7. In the event the Tenant changes its one or more insurance carriers to provide the above-described insurance coverage, the Tenant shall assure that there will be no gap in insurance coverage or in coverage of the City and its elected and appointed officials and employees pursuant to the insurance coverage afforded under the additionally insured coverage provisions. In the event of such change in one or more carriers, the Tenant shall promptly provide the City with certificates of insurance which evidence that the City and its elected and appointed officials and employees have been named as additional insureds.

All insurance policies and certificates of insurance shall contain a provision indicating that the insured and any additional named insured shall receive not less than thirty (30) days prior written notice prior to the effective date of any cancellation of coverage.

9. Taxes.

9.1 Taxes Payable by Tenant. Tenant recognizes that the Property's property tax status, prior to the Effective Date of this Lease, is exempt from the payment of any property tax since Landlord is a unit of local government. Tenant further recognizes and acknowledges that upon the Effective Date of this Lease, the Property may no longer qualify for any property tax exemption. From and after the Effective Date, subject to terms and conditions of this Section 9.1, Tenant shall be responsible for and shall pay, prior to delinquency, any and all real and personal property taxes, general and special assessments, and other similar charges levied on or assessed against the Property and the Improvements constructed on the Property by Tenant, any other Tenant personal property located on or in the Property, to the extent the taxes are attributable to Tenant's use of the Property or its Improvements thereon, during the Lease Term and any extension thereof. Under no circumstances shall Landlord be responsible for the payment of any real estate or personal property taxes incurred or imposed on the Property or in connection with Tenant's Project or any component thereof since the County's authority to impose any such tax will be derived from Tenant's use of the Property for commercial purposes which may eliminate the Property's pre-Lease property tax exempt status. Landlord agrees to exercise commercially reasonable efforts to submit to Tenant a copy of all notices, tax bills and other correspondence Landlord receives from

any taxing authorities regarding any taxes Tenant is required to pay hereunder within thirty (30) days after Landlord receives same, and it is a condition to Tenant's obligations to timely make payment or reimbursement of taxes that Tenant is obligated to pay hereunder that Tenant receives the real property tax bill no later than twenty (20) business days prior to the delinquency date for such taxes. If Tenant receives any real property tax bill less than twenty (20) business days prior to the delinquency date for such taxes, Tenant shall exercise commercially reasonable efforts to pay such tax bill prior to the delinquency date. Notwithstanding any other provision of this Section 10.1, if the law expressly permits the payment of any property taxes in installments (whether or not interest accrues on the unpaid balance), Tenant may, at its election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Tenant shall have the right to contest the correctness or validity of any taxes, assessments and charges for which it is responsible hereunder, so long as such contest does not result in loss of or to the Property. Notwithstanding any other provision of this Section 9.1, Tenant shall not be obligated to pay for (a) any income taxes attributable to Landlord; (b) any mortgage or transfer tax imposed against Landlord; (c) any increase in the assessed value of the Property for tax purposes caused by Landlord other than as a result of entering into and/or performing this Lease or the Lease Documents; or (d) taxes or assessments arising from or related to operations on any adjacent land owned by Landlord.

9.2 Payment of Delinquent Taxes. In the event Tenant shall be delinquent in the payment of any taxes that it is obligated to pay prior to delinquency hereunder, Landlord may, at its option, pay such delinquent amounts. If Landlord has paid such delinquent amounts on behalf of Tenant, the amount thereof plus interest thereon at the Overdue Rate from the date of payment shall be repaid by Tenant, and Tenant shall pay such amount within thirty (30) days following a written demand for such payment from Landlord.

9.3 Deferred Tax Program. To the extent that Tenant's use of the Property for the Intended Use causes the removal of all or any portion of the Property from a deferred tax program [including, without limitation, any so-called Williamson Act contracts] in effect as to the Property as of the Effective Date (a "**Deferred Tax Program**"), Tenant shall reimburse Landlord for any actually realized penalties or actual deferred tax recapture incurred by Landlord in connection with such removal. [The full extent of monetary amounts expected to be reimbursed by Tenant to Landlord as related to any such Deferred Tax Program is set forth on Exhibit 10.3 attached hereto and incorporated herein.] *[Exhibit 10.3 to be added prior to Lease execution, if applicable.]* Tenant's obligation to reimburse Landlord pursuant to this Section 10.3 shall not apply to any portion of the Property not enrolled in the Deferred Tax Program as of the Effective Date, nor shall it require reimbursement of benefit or revenue that would have otherwise been earned by Landlord, if any, during the balance of the term of Landlord's Deferred Tax Program participation.

9.4 Tax Credits; RECs. All (a) tax credits, tax incentives or tax related grants or benefits and (b) renewable energy credits or other environmental attributes, credits or incentives, relating to the Project are, and shall remain, the property of Tenant.

9.5 Tax Cooperation. Landlord shall reasonably cooperate with Tenant, at Tenant's sole cost and expense, to minimize any taxes related to the Project, including taking any steps necessary to

reasonably assist in the securing of property tax incentives pursuant to any applicable federal, state, and/or municipal law, rule, or regulation.

9.6 Limitation on Tenant's Responsibility for Taxes. Notwithstanding any other provision of this Article 10, in no event shall Tenant be obligated to pay for (a) any income taxes attributable to Landlord; (b) any mortgage or transfer tax imposed against Landlord; (c) any increase in the assessed value of the Property for tax purposes caused by Landlord other than as a result of entering into and/or performing this Lease and/or installing Tenant's Improvements on the Property; or (d) taxes or assessments arising from or related to operations on any adjacent land owned by Landlord. Notwithstanding the foregoing, Tenant shall be responsible for the payment of any property taxes which may be incurred, or which may arise by placement of the Property on the Champaign County property tax rolls.

10. Utilities. Tenant shall pay, before delinquency, all charges for utilities consumed at the Property for water, gas, electricity, heat, light, power, telephone, internet, and other public services used by Tenant in or upon the Property.

11. Maintenance, Repair and Alterations. Throughout the term of this Lease, subject to a Force Majeure Event, Tenant shall, at no cost or expense to Landlord, keep and maintain the Improvements that are constructed by Tenant on the Property in a safe condition, subject to normal wear and tear. Such Improvements and all aspects of the Project shall be maintained by Tenant at Tenant's expense at all times in material compliance with Applicable Laws. Tenant shall prevent erosion of the Property by maintaining a ground cover of turf grass, pavement, and plantings in accordance with Illinois Pollinator-Friendly Solar Site Act (525 ILCS 55/). In the event that Tenant's Project causes or creates conditions to exist or come into existence regarding the Property itself, Tenant shall, at its own expense, correct, repair or remediate, as the case may require, all such conditions. Tenant is expected to obtain an erosion control permit before beginning Project construction and is also expected to file a notice of termination of such permit with the City of Urbana after the end of Project construction. Tenant agrees that, before filing such notice of termination, Tenant will mill and provide a functional hot mix asphalt ("HMA") overlay for the full width of Landlord's access road shown in Exhibit XYZ, that is regularly used by Tenant for construction purposes, and that is located between the Land and the nearest public roadway, in accordance with the applicable requirements of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, but in any case, to a depth no less than two (2) inches. Tenant and Landlord shall work together in good faith to agree on a pavement rehabilitation plan that complies with the requirements of this Section to govern such milling and HMA work. New hot mix asphalt shall be added to the repaving where necessary to maintain the current grade of the roadway. Any surplus millings generated by the project must be disposed of at the Landscape Recycling Center at no cost to the Tenant, but may not be retained by Tenant or Tenant's agents. Additionally, Tenant shall, at no expense to Landlord, repair any damage Tenant causes to Landlord's properties separate from the leased Property which tenant may have been granted use of during construction of the Project.

12. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency, governmental body, Public Utility as defined by Applicable Law, or any other entity authorized by law to exercise the right of eminent domain, or should a

partial taking render the remaining portion of the Property unsuitable for Tenant's use, then, at Tenant's written election, this Lease shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Tenant's interest in the Leasehold Estate, the Project and the Improvements ("**Tenant's Interest**") and Landlord's interest in this Lease and the land (taking into consideration the value of the Rent to be paid by Tenant for the remainder of the Lease Term as if this Lease had not been terminated) ("**Landlord's Interest**"), and Tenant shall not be required to pursue a separate award from the condemning authority, nor shall Tenant's right to condemnation proceeds under this Section 12 be affected by the refusal of the condemning authority to make a separate award in favor of Tenant. The portion relating to the Tenant's Interest shall be paid to Tenant, and the portion relating to the Landlord's Interest shall be paid to Landlord; provided that Tenant shall also be entitled to any award made for the reasonable removal and relocation costs of any removable property that Tenant has the right to remove, and for the loss and damage to any such property that Tenant elects or is required not to remove, and for any loss of income from the Project, and for the loss of use of the Property by Tenant to the extent of Tenant's interest as Tenant, the loss in value of the Leasehold Estate, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Landlord. It is agreed that Tenant shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant's share of the award shall be paid to the Qualified Leasehold Mortgagee, if any, if and to the extent required by the Qualified Leasehold Mortgage. If Landlord and Tenant cannot reasonably agree on the reduction in Tenant's Basic Ground Rent pursuant to this Section 12, then the amount of such reduction, if any, shall be determined by arbitration pursuant to Section 18.4.22 below.

13. Default and Cure. In the event that a Party (hereinafter, the "**Non-Defaulting Party**") believes that the other Party (hereinafter, the "**Defaulting Party**") is in default or has committed an Event of Default, as defined below, of any term, condition or covenant contained in this Lease, the Non-Defaulting Party shall send written notice (hereinafter, "**Notice of Default**") to the Defaulting Party and such Notice of Default shall (i) identify the term, condition or covenant in this Lease believed to be in default or constitute an Event of Default; (ii) describe the nature of the default or Event of Default; and (iii) provide a reasonable time, unless otherwise specified in this Lease, in which to fully cure the default or Event of Default. The Defaulting Party shall, within the time provided in the Notice of Default (i) fully cure the default; (ii) provide written notice and supply evidence to the Non-Defaulting Party insofar as why the Defaulting Party believes that it is not in default or committed an Event of Default; or (iii) request a reasonable time beyond the time specified in the Notice of Default in which to cure the default or Event of Default including providing a reason why such extension is necessary. Nothing herein shall be deemed, interpreted or construed as prohibiting a Qualified Leasehold Mortgagee, if any, from curing the default or Event of Default. If the Defaulting Party fails to cure the default or Event of Default within the time provided on the Notice of Default or such reasonable extension thereof requested in the Defaulting Party's response to the Notice of Default, the Non-Defaulting Party shall be entitled to (i) cure or have a third person cure the default or Event of Default and recover from the Defaulting Party any costs and expenses incurred by the Non-Defaulting Party by reason of curing the default or Event of Default; (ii) except as limited by Section 14.3 below, terminate the Lease and recover

from the Defaulting Party any and all sums which are then due and owing as provided in this Lease; or (iii) pursue any and all such other remedies, whether in law, in equity, or administratively which may be available to the Non-Defaulting Party. In the event Tenant has entered into a Mortgage with a Qualified Leasehold Mortgagee, the Leasehold Mortgage shall have such rights to cure any and all of Tenant's or the Subtenant's defaults (as the case may be) as provided in Section 6 of this Lease.

13.1 Event of Default by Tenant. Subject to the rights of Qualified Leasehold Mortgagees as provided in Section 7, and subject to any applicable cure periods, each of the following events shall constitute an “**Event of Default**” by Tenant and shall permit Landlord to terminate this Lease, and/or pursue all other appropriate remedies available to the non-defaulting party whether in law, equity or administratively:

13.1.1 Failure to Pay. The failure or omission by Tenant to pay amounts required to be paid pursuant to this Lease when due hereunder, and such failure or omission has continued for thirty (30) days after written notice from Landlord.

13.1.2 Improper Use. Tenant uses Property for any use not permitted under this Lease or in violation in any material respect of applicable law, which use or violation does not cease within 45 days after Tenant's receipt of written notice from Landlord; provided, however, that if the failure to use the Property for a use permitted under this Lease or the violation of law cannot reasonably be cured within such 45 day period using commercially reasonable efforts, an event of default shall not exist if Tenant commences to cure the default within the 45-day period and thereafter continues to make diligent and reasonable efforts to cure such default as soon as practicable, so long as such default is cured within 120 days after receipt of written notice from Landlord; or

13.1.3 Bankruptcy; Composition of Creditors. Tenant files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing. Tenant enters into a common law or statutory composition of credits whether voluntarily or involuntarily and such composition of credits is not dissolved within one hundred twenty (120) days after the Party enters into such composition of creditor.

13.1.4 Other Breach or Failure to Perform. Tenant fails to perform any other material covenant or provision of this Lease, if such failure to perform is not cured within 45 days after Tenant's receipt of written notice from Landlord; provided, however, that if the failure to perform cannot reasonably be cured within such 45 day period using commercially reasonable efforts, an event of default shall not exist if Tenant commences to cure the default within the 45-day period and thereafter continues to make diligent and reasonable efforts to cure such default as soon as practicable, so long as such default is cured within 120 days after receipt of written notice from Landlord.

13.2 Event of Default by Landlord. Subject to the rights of Qualified Leasehold Mortgagees as provided in Section 7, and further subject to the limitations in Section 14.3, each of the following events shall constitute an “**Event of Default**” by Landlord and shall permit the Tenant to terminate

this Lease, and/or pursue all other appropriate remedies available to the Tenant whether in law, equity or administratively:

13.2.1 Failure to Pay. The failure or omission by Landlord to pay amounts required to be paid pursuant to this Lease when due hereunder, and such failure or omission has continued for thirty (30) days after written notice from Landlord.

13.2.2 Failure to Perform. The failure or omission by Landlord to observe, keep or perform any of the other terms, agreements or conditions set forth in this Lease, and such failure or omission has continued for thirty (30) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and Landlord is diligently proceeding to complete such cure) after written notice from the other Party); or

13.2.3 Bankruptcy; Composition of Creditors. Landlord files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing. Landlord enters into a common law or statutory composition of credits whether voluntarily or involuntarily and such composition of credits is not dissolved within one hundred twenty (120) days after Landlord enters into such composition of creditor.

13.2.4 Tenant's Additional Remedies. If Tenant provides notice to Landlord of Landlord's failure to perform an obligation under the terms of this Lease which, by its very nature, is likely to cause a suspension of the Tenant's operation of the Project or divest Tenant of its leasehold estate hereunder (hereinafter a "Required Action"), and Landlord fails to proceed to take such action as required by the terms of this Lease within ten (10) business days' (and thereafter proceed with due diligence to complete the Required Action), then Tenant may proceed to take the Required Action upon delivery of an additional ten (10) business days' notice specifying that Tenant is taking such Required Action, and if such action was required under the terms of this Lease to be taken by Landlord, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable, out-of-pocket costs and expenses in taking such action.

13.2.5 Tenant's Right to Deduct Certain Amounts Payable. If Landlord does not deliver a detailed written objection to Tenant, within thirty (30) days after receipt of an invoice by Tenant of its costs of taking action under Section 13.2.4 above, which Tenant claims should have been taken by Landlord, and if such invoice from Tenant sets forth a reasonably particularized breakdown of its costs and expenses in connection with taking such action on behalf of Landlord, then Tenant shall be entitled to deduct from the amounts payable by Tenant to Landlord under this Lease the amount set forth in such invoice. If, however, Landlord delivers to Tenant within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not be entitled to such deduction from the amounts payable by Tenant to Landlord under this Lease, but as Tenant's sole remedy, Tenant may commence an action against Landlord to collect the amount set forth in the subject invoice. In the event Tenant prevails in such legal

proceedings and receives a judgment against Landlord, the Landlord shall pay such judgment to Tenant within thirty (30) days of such judgment being entered

14. Termination.

14.1 Expiration. Unless terminated in accordance with terms in this Lease, or otherwise agreed to by and between the Parties, this Lease shall continue until the end of the Lease Term or any duly exercised Renewal Term.

14.2 Tenant's Termination Right. Tenant may elect to terminate this Lease at any time upon at least six (6) month' prior written notice to Landlord and payment to Landlord of all Rent (prorated for any partial year) and other amounts due but not yet paid and that would otherwise be due by Tenant hereunder, including but not necessarily limited to all reimbursements due but not made to Landlord, up to and including the effective date of termination specified in Tenant's termination notice. All amounts paid by Tenant to Landlord prior to such termination shall be retained by Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall remain obligated to pay property taxes pursuant to Section 9 of this Lease and any extension thereof, during the time which Tenant occupied the Property. In the case where Tenant occupied the property for part of a tax year, Tenant shall be responsible for payment of any taxes attributable to its use of the Property in that year (i.e., where the assessing authority prorates the taxes based on such use being only a partial year, Tenant shall be responsible for such prorated amount; but where the assessing authority does not prorate taxes based on a partial year's use, Tenant shall be responsible for a full year's tax). In the case where Tenant is obligated to pay property taxes, whether in full or as prorated, but such obligation has not accrued (since property taxes in the State of Illinois are paid a year in arrears), Tenant shall provide Landlord with a certificate of payment or some other government-issued evidence that such payment has been made following payment of such property taxes regardless of whether this Lease is then in full force and effect or has expired or been terminated. In the event that Tenant shall become obligated to pay property taxes on a prorated basis and where such property tax bill has not been then issued, Landlord shall notify Tenant of Tenant's prorated amount of taxes which should be paid and the means by which Landlord calculated the proration of said property taxes and Tenant shall remit said sum to Landlord so that Landlord can, with such portion as Landlord is obligated to pay, remit payment of such property taxes to the Champaign County, Illinois Treasurer or such other person responsible for the collection of property taxes within Champaign County, Illinois.

14.3 Limitation on Termination. Landlord may commence an action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy only if (i) a monetary default is not cured within sixty (60) days of Notice of Default; or (ii) Tenant fails to pay to Landlord, within thirty (30) days after the date such award becomes final, any damages awarded Landlord by a court with jurisdiction. Notwithstanding any other provision of this Agreement or any rights or remedies which Landlord might otherwise have at law or in equity, during the Lease Term as it may be extended and while there are Project Facilities being constructed or located on the Property, Landlord shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy and Landlord shall be limited to seeking actual damages in the event of any failure by Tenant to perform its obligations hereunder. Remedies for non-

monetary Events of Default, if left uncured, shall be limited to demand for specific performance, monetary damages or other equitable relief.

14.4 Removal. After the notice of termination provided in Section 14.2 above but prior to the effective date of any such termination or expiration of this Lease, but in no way later than six (6) months after the later of (a) the termination of this Lease, or (b) the acquiring of a permit or consent to perform the proposed removal activities, Tenant shall have (i) removed all Improvements (other than any soil grading or soil filling improvements) and personal property of Tenant; (ii) provide a written report to Landlord concerning the condition of any Improvements on the Property to remain; and (iii) complete the decommissioning of the Project in compliance with all applicable laws and regulations. Tenant shall also restore the Property to substantially the same condition existing immediately on the Option Exercise Date (provided that Tenant will have no obligation to restore any structures that Tenant has the right to demolish pursuant to the terms of this Lease). For clarity, to the extent a permit or consent is required for the activities described in this Section 14.4, the six (6) month period shall run from the time the permit or consent is obtained. With regard to any roads or parking pads that are part of Project, the Tenant shall have the right but not the obligation to remove such Improvements, and those left shall become the property of the Landlord.

14.5 Reclamation Estimate and Security. One (1) year prior to the expiration of the later of the Lease Term or any final renewal of the Lease Term as provided in Section 2.2 of this Lease, Tenant shall provide to Landlord a good faith written estimate, made by an independent demolition contractor with solar experience, of the total cost to complete the decommissioning of the Project which shall include the removal of all of Tenant's Improvements, restoration of the Property to its condition as existed immediately prior to the Option Exercise Date, and any and all other costs relative to the decommissioning of the Project (collectively, the "**Reclamation Estimate**"). For clarity, such Reclamation Estimate may include and consider the salvage value of the Improvements that will be decommissioned. At least 180 days prior to the end of the Lease Term, Tenant shall deliver to Landlord a payment bond or a letter of credit in Landlord's name and issued by a creditworthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate. Notwithstanding the foregoing, if, pursuant to Applicable Law, Tenant has provided to any governmental agency a payment bond, letter of credit, or any other form of financial assurance for restoration of the Property (the proceeds of which are required to be applied to the restoration of the Property to the full extent required by Applicable Law in the event Tenant otherwise fails to do so), then Tenant's obligations to Landlord under this Section 13.4 shall be deemed satisfied.

15. Force Majeure. If either Party's performance under this Lease (other than the payment of money) is prevented or delayed, despite such Party's best efforts to perform, by causes beyond such Party's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, acts of terrorism, civil commotion, unavailability of resources due to national defense priorities, any act of God, binding orders, actions or inactions of any court or governmental authority, local, state or federal laws, regulations or ordinances, technological impossibility or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "**Force Majeure Event**"), upon such claiming Party providing notice in reasonable detail to the other Party the requirement

of performing such obligation shall be postponed by a period equal to the period of time such Party's performance under this Lease is prevented or delayed by such Force Majeure Event

16. Right of First Offer in Favor of Tenant.

16.1 Generally. If during the Lease Term Landlord proposes to enter into a binding agreement (subject to customary closing conditions) to sell, assign, transfer or convey the Property (a "**Disposition**") to any third person, then, provided no Event of Default by Tenant then exists and is continuing which Tenant is not diligently proceeding to cure as permitted under the Lease, Landlord shall give notice of such proposed Disposition (the "**Disposition Notice**") to Tenant (the "**ROFO Party**"). The Disposition Notice shall set forth all material terms of the proposed Disposition, including the price to be sought for the Property and the payment terms. The ROFO Party shall have the right of first offer (the "**ROFO**"), exercisable by notice (the "**Exercise Notice**"), together with a draft of a purchase and sale agreement for the Disposition of the Property described in the Disposition Notice that has terms and conditions that are the same or better, taken as a whole, in the reasonable discretion of Landlord, than the terms and conditions set forth in the Disposition Notice (the "**Conforming Purchase Agreement**"), on or before the thirtieth (30th) day after the Disposition Notice is given (the "**Exercise Period**"), to acquire for the same or higher purchase price, on the same or better payment terms and on other terms and conditions as are set forth in the Disposition Notice, all of the Property described in the Disposition Notice. ROFO Party's Exercise Notice and draft Conforming Purchase Agreement must provide that it will purchase all of the Property described in the Disposition Notice on an "AS IS" basis and without any obligation of Landlord to make any improvements or restorations of the Property. By delivery of an Exercise Notice and a draft Conforming Purchase Agreement, ROFO Party shall be deemed to have accepted Landlord's offer set forth in the Disposition Notice. If ROFO Party fails to exercise its ROFO by delivering an Exercise Notice, and/or ROFO Party fails to deliver a Conforming Purchase Agreement, during the Exercise Period, ROFO Party shall be deemed to have waived such ROFO with respect to the Disposition described in such Disposition Notice and Landlord shall be permitted to Dispose of the Property described in the Disposition Notice in accordance with Section 17.3 below. Tenant agrees to execute and deliver a quitclaim of Tenant's rights under this Section 17 in recordable form at Landlord's request following the expiration or termination of the Lease Term.

16.2 Closing Following Exercise Notice. If ROFO Party delivers an Exercise Notice, the closing of the purchase of the Property specified in such Disposition Notice shall be in escrow with a reputable national title company selected by Landlord on the thirtieth (30th) day (or next business day if such day is not a business day) after the date on which the Disposition Notice is given, unless the Landlord and ROFO Party mutually agree upon a different place or date ("**Closing Date**"). At the closing, (a) the Landlord and ROFO Party shall execute and deliver the agreed upon Conforming Purchase Agreement, (b) the Landlord and ROFO Party shall execute and deliver such other instruments (i) as are contemplated under the Conforming Purchase Agreement and (ii) which are customary to give effect to the purchase and Disposition in the jurisdiction in which the Property is located; and (c) ROFO Party shall deliver to the Landlord in immediately available funds the purchase price for the Property described in the Disposition Notice.

16.3 Failure to Exercise. If ROFO Party fails to timely deliver an Exercise Notice or a Conforming Purchase Agreement (or if the ROFO Party delivers an Exercise Notice but the closing of the purchase of the Property specified in the Disposition Notice does not occur on or before the Closing Date as a result of the failure by the ROFO Party to complete such purchase due to the ROFO Party's breach of its obligation to purchase the Property pursuant to the applicable Exercise Notice), then Landlord shall have the right to effect a Disposition of the Property specified in the Disposition Notice on or before the twenty-fourth (24th) month after the date the Disposition Notice was given (such period, the "**Disposition Period**") on terms acceptable to Landlord in Landlord's sole discretion. If, however, Landlord fails to consummate the Disposition specified in the Disposition Notice during the Disposition Period, the proposed Disposition shall again be subject to the ROFO.

17. Environmental Matters.

17.1 Condition of Property. Tenant, at the time of the Effective Date, is aware that the Property, in the past, was operated as a local government landfill and since cessation of such operations was capped with a layer comprised of a mixture of soil and clay in order to prevent migration of any of the landfill material to the surface of the Land. Tenant agrees to enter into this Lease with the foregoing knowledge and further agrees not to require Landlord to undertake any remediation, mitigation, abatement, or other action regarding the environmental conditions existing on the Property at the time of the Effective Date or during the Lease Term or any renewal thereof as provided in Section 2.2 except as required by Section 5.2. Notwithstanding the immediate foregoing, should Landlord decide in its sole discretion to perform maintenance activities on the Property which causes damage to Tenant's system, Landlord's indemnification obligations in Section 7.2 shall apply.

17.2 Movement of Landfill Surface. Tenant, at the time of the Effective Date, is aware that the surface of the Property is subject to shifts and depressions due to degradation of landfilled materials below. Landlord shall not be responsible for any injury or damage done to any of Tenant's Improvements which may occur as a direct or proximate result of or which may be traced to any shifts or depressions caused by degradation of landfill materials below the surface of the Property.

17.3 Tenant's Use of Hazardous Materials. Tenant shall not use or allow to be used on the Property, or bring onto or allow to be brought onto the Property, any Hazardous Materials or Solid Waste except as reasonably required in connection with its Operations on the Property, and then only in material compliance with all Applicable Law governing the use, handling, or storage of Hazardous Materials and Solid Waste. Tenant shall provide to Landlord both a print and a digital .pdf copy of Safety Data Sheets (SDS) required to be kept in accordance with Applicable Law for any chemicals, whether liquid, solid, or gaseous, which may be brought onto the Property.

17.4 Notice of Release or Investigation. If, during the Lease Term or any Renewal Term, Landlord or Tenant becomes aware of (a) the actual or threatened release of any Hazardous Materials or Solid Waste on, under or about the Property in quantities or concentrations that require notification to any governmental authority pursuant to Applicable Law, or (b) any inquiry, investigation, proceeding or claim by any governmental authority or any other person regarding

the presence of Hazardous Materials or Solid Waste on, under or about the Property, the Party becoming aware of such matter shall give the other Party written notice of such release or investigation within ten (10) business days after learning of it, and shall simultaneously furnish to the other Party copies of any claims, notices of violation, reports or other writings prepared or received by such Party that concern such release or investigation. The receipt or transmittal of any notice by either Party under this Section shall not affect the Parties' other obligations under this Section 18.

17.5 Tenant's Obligations Regarding Hazardous Materials. Tenant shall have no obligation to remove or remediate Hazardous Materials on the Property except to the extent that any Hazardous Materials brought onto the Property or otherwise caused by Tenant or any of Tenant's Parties are released or otherwise result in contamination of the Property that would require governmental notification, investigation or remediation pursuant to Applicable Law. If Tenant Parties release, dispose, or otherwise exacerbate existing conditions so as to cause a release of Hazardous Materials in, on, or about the Property during the Lease Term in violation of Applicable Law, Tenant at its sole cost and expense shall report, investigate, remove or remediate such Hazardous Materials as required by Applicable Law or by a written directive or order from any applicable local, state or federal agency having jurisdiction.

17.6 Landlord's Indemnification Obligations Regarding Hazardous Materials. Landlord shall indemnify, defend, reimburse and hold Tenant and its successors, assigns, agents, employees, representatives and lenders harmless from any and all Losses caused by the presence of Hazardous Materials which were placed in, on or about the Property prior to the delivery thereof to Tenant or which are thereafter placed by Landlord or any of its employees, agents or contractors in, on or about the Property or otherwise migrate on, under, or about the Property through no act, consequence, or result of Tenant's activities on the Property, or Losses incurred by Tenant in connection with the release, removal or storage of any such Hazardous Materials

17.7 Tenant's Indemnification Obligations Regarding Hazardous Materials. Without limiting Tenant's obligations under any other provision of this Lease, Tenant shall indemnify, defend, reimburse and hold Landlord and the Landlord's Parties harmless for, from and against any and all Losses caused by the presence of Hazardous Materials that were placed in, on or about the Property by Tenant or any of Tenant's Parties or were released from the Property if such release was caused by Tenant's activities during the Lease Term.

17.8 Survival. The parties' obligations under this Section 17 shall survive the termination or expiration of this Lease.

18. General Provisions.

18.1 Notices; Payments. The address of each party hereto for all notices required or permitted to be given hereunder shall be as follows, or such other address of which the other party has received notice:

If to Landlord:

ATTN: _____

If to Tenant:

[Solar Star Urbana Landfill South, LLC]
c/o TotalEnergies Distributed Generation USA
[ATTN: Director of Development
1414 Harbour Way South
Richmond, California 94804]

with a copy to:

[]

All notices shall be in writing and may be delivered by any of the following methods, with all delivery charges and/or postage pre-paid: personal delivery (including delivery by private courier services), reputable overnight courier service (e.g., Federal Express, UPS, DHL), or United States first class certified or registered mail with return-receipt requested. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery if delivered prior to 4:00 p.m. of the Time Zone where delivered, unless such date shall not be a business day or such delivery time be after the aforesaid time, in which case such delivery shall be deemed to have been validly and effectively given on the next succeeding business day. Any notice sent by reputable overnight courier or by United States first class certified mail shall be deemed to have been validly and effectively given on the date of the receipt for delivery thereof.

Landlord or Tenant may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. It shall be the duty of Landlord, Tenant and any Subtenant or Qualified Leasehold Mortgagee to notify other parties of any change to their name or address. Until such time that a Party or other person delivers written notice of a name or address change, any written notice required to be provided to such Party or other person under the terms of this Lease shall be properly delivered if it sent to the last known name and address of such party.

Payments shall be made to Landlord, at Landlord's election, either (i) by wire transfer to an account designated by Landlord, or (ii) by check delivered to Landlord's address as set forth in this Section 18.1, or such other address specified by Landlord. Payments to Landlord shall not be deemed made until delivered to Landlord in accordance with the foregoing.

18.2 Approvals and Consents Generally. Whenever in this Lease the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, if the Party seeking the other Party's consent fails to provide or delays in providing such information as the other Party requests, the

other Party's notice of its failure to grant, refuse, or withhold consent shall not be deemed, interpreted or construed as an unreasonable delay in giving such notice regarding consent.

18.3 Estoppel Certificate. Tenant or Landlord shall at any time upon not less than fifteen (15) days' prior written notice from the other execute, acknowledge and deliver an estoppel certificate substantially in the form attached hereto as Exhibit C and including any additional customary provisions that the holder of a Leasehold Mortgage may reasonably request. Any such statement may be conclusively relied upon by any Qualified Leasehold Mortgagee or any prospective purchaser or encumbrancer of the Property, the Leasehold Estate, and/or the Improvements. Each Party acknowledges that the other Party may from time to time request an estoppel certificate in connection with any financing, sale, or investment in connection with such Party's interest in this Lease and the Project. Each Party agrees that, if requested by the other Party on behalf of any third person with whom such requesting party is undertaking any such transaction and to the extent that the attached form of estoppel does not already address such request, the other Party agrees to address such additional matters in the estoppel to be provided, to the extent that the request is commercially reasonable. The failure of either Party to deliver such estoppel certificate within such time specified shall be conclusive upon the other Party that (i) this Lease is in full force and effect and has not been modified, (ii) there are no uncured Events of Default by either Party hereunder, and no conditions or events exist which, with the passage of time, would become an Event of Default, (iii) any conditions subsequent set forth in this Lease have been satisfied (except to the extent that such satisfaction, by the terms of this Lease, is not due to occur until a future date) and (iv) the other certifications so requested are in fact true and correct. In addition, each of Landlord and Tenant shall deliver to a title company such other estoppels, affidavits, and other instruments that are reasonably requested by such title company in order for it to insure the interest of either Party or any Leasehold. Each Party agrees that if one Party fails to deliver such requested estoppels within the fifteen (15) day notice, all statements within such estoppel will be deemed as true.

18.4 Miscellaneous Provisions.

18.4.1 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease.

18.4.2 Further Documents. Each Party agrees to perform such further acts and execute such further documents as may be necessary or appropriate to carry out the expressed intents and purposes of this Lease. Without limiting the generality of the foregoing, Landlord shall execute such maps, applications and other documents as may reasonably be requested by Tenant or any utility or governmental entity in connection with the Intended Use.

18.4.3 Severability Clause. If any term or provision of the Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial or administrative order, decision or decree to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

18.4.4 Interest on Past-Due Obligations. Except as otherwise expressly provided herein, whenever this Lease requires the payment of interest on any amount due from either Party to the other, such interest shall be at the rate of (i) the then-applicable prime rate set forth by the

Wall Street Journal plus two percent (2%) per annum, or (ii) the maximum rate permitted under Applicable Law, whichever is less, from the date due (the “**Overdue Rate**”). Payment of such interest (in and of itself) shall not excuse or cure any default by Landlord or Tenant under this Lease.

18.4.5 Entire Agreement. This Lease contains all agreements of the parties with respect to the subject matter hereof, and the parties acknowledge and agree that the Option Agreement is superseded by this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only by a writing signed by all parties.

18.4.6 Waiver. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A Party’s consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such Party’s consent to or approval of any subsequent act.

18.4.7 Holding Over. If Tenant remains in possession of the Property, or any part thereof, after the expiration of the Lease Term or any Renewal thereof without the express prior written consent of Landlord, such occupancy shall be deemed a tenancy from month to month and all terms and conditions hereof shall be applicable to such month-to-month tenancy; provided that Rent payable during such period shall be two times the then applicable rent as of the date of the day just prior to the Lease or Renewal termination.

18.4.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies in law or equity.

18.4.9 Binding Effect. This Lease shall bind the Parties, their personal representatives, successors and assigns. The burdens of the rights contained in this Lease shall run with and against the Property and shall be a charge and burden thereon for the duration of the Lease and any Renewal hereof and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents.

18.4.10 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. PDF or facsimile counterparts shall be deemed originals and shall be binding.

18.4.11 Resolution of Drafting Ambiguities. Each Party hereto acknowledges that it was represented by counsel in connection with the preparation, execution and delivery of this Lease and that such party’s counsel reviewed and participated in the revision of this Lease and all exhibits and schedules hereto and that any rule of construction under the laws of the State of Illinois to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of any of the provisions of this Lease.

18.4.12 Exhibits and Schedules. All exhibits and schedules attached to this Lease are incorporated herein by this reference as though set forth in full herein.

18.4.13 Captions. The headings to the Sections of this Lease have been inserted solely for convenience of reference and shall not modify, define or limit the express provisions of this Lease.

18.4.14 Memorandum. Neither Landlord nor Tenant shall record this Lease in its entirety. Concurrently herewith, the Parties hereto shall execute and cause to be recorded, in the Official Records of Champaign County, a Memorandum of this Lease, which shall be in the form attached hereto as Exhibit B (the “**Memorandum**”).

18.4.15 No Joint-Venture or Partnership. Nothing contained in this Lease shall be deemed or construed to create or constitute a partnership, joint venture, or other co-ownership by and between the Parties as to the rights, duties and obligations of the Parties hereunder. The respective obligations of each Party shall be construed as separate and independent obligations of each respective Party and shall not be deemed joint or several.

18.4.16 Governing Law. This Lease shall be construed and enforced in accordance with and governed by the internal laws (and not the conflicts law) of the State of Illinois.

18.4.17 Forum Selection; Consent to Jurisdiction. All disputes arising out of or in connection with this Lease shall be solely and exclusively resolved by a court of competent jurisdiction in the State of Illinois. The Parties hereby consent to the jurisdiction of the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois and the United States District Court for the Central District of Illinois and waive any objections or rights as to forum nonconveniens, lack of personal jurisdiction or similar grounds with respect to any dispute relating to this Agreement.

18.4.18 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

18.4.19 No Merger. If both Landlord’s and Tenant’s estates in the Property or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the express election of such owner and the consent of Qualified Leasehold Mortgagee, if any, with an interest in the Property at such time.

18.4.20 Attorneys’ Fees. In the event of any action at law or in equity or administratively between the Parties hereto to enforce or interpret this Lease (including matters related to bankruptcy and appellate proceedings), the non-prevailing Party or Parties to such litigation shall pay to the prevailing Party or parties all costs and expenses, including reasonable attorneys’ fees, incurred therein by such prevailing Party or Parties and, if such prevailing Party or Parties shall recover judgment in any such action or proceedings, such costs, expenses and attorneys’ fees may be included in and as a part of such judgment. The prevailing Party or Parties shall be the Party who is entitled to recover his costs of suit, whether or not the suit proceeds to

final judgment. If no costs of suit are awarded, the court shall determine the prevailing Party or Parties.

18.4.21 Confidentiality. To the extent permitted by Applicable Law, which shall include the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the financial terms of or payments under this Lease, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Improvements, and the like, whether disclosed by Tenant or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents or (ii) was already known to Landlord, at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity., or (iii) compelled by legal process (provided Landlord shall provide notice thereof to Tenant promptly after receipt of notice of such) Landlord shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Landlord may provide information as required or appropriate to attorneys, accountants, actual and potential investors, rating agencies, lenders, or third parties subject to confidential agreements or requirements who may be assisting Landlord or with whom Landlord may be negotiating in connection with the Property, Landlord's financial or other planning, or as may be necessary to enforce this Agreement. Nothing herein shall be deemed, interpreted or construed as requiring that this Lease or any of its terms, conditions and covenants be treated as confidential. In the event Landlord is served with a judicial or administrative order (which shall include any subpoena issued by a court or an administrative agency) or receives a request pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Landlord shall promptly provide Tenant with a copy of said order or request, however, nothing herein shall be deemed to bar Landlord from providing the information requested by such order or request within the time provided in the order or by applicable law, unless an order is issued by a court or an administrative agency which quashes the order or request to produce the requested information

18.4.22 Arbitration.

(a) Disputes. Unless otherwise prohibited by any Mortgage, all disputes which in any manner arise out of or relate to Section 12 (Condemnation) of this Lease, shall be resolved exclusively by arbitration in accordance with the provisions of this Section 18.4.22. Either party may commence arbitration by sending a written demand for arbitration to the other party, setting forth the nature of the controversy, the dollar amount involved, if any, the remedies sought, and attaching to such demand a copy of this Section 18.4.22. All arbitration proceedings shall be confidential, and neither the parties nor the arbitrator may disclose the content or results of any arbitration hereunder without the written consent of all parties to the dispute, provided, however, that if a matter or issue is subject to judicial review to the extent herein provided, any necessary contents, results or decision may be submitted to such court for such judicial review.

(b) Arbitrator. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within thirty (30) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator who is a retired judge who

shall be selected by the local organization on arbitration that provides such service. Each of the Parties shall have the ability at the outset to object to and remove the arbitrator so selected by such organization. Such veto right may only be used by each party once per proceeding.

(c) Costs. The Parties shall share all costs of arbitration. The prevailing Party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

(d) Law. The substantive law of the State of Illinois shall be applied by the arbitrator. The Parties shall have the rights of discovery as provided for in 735 ILCS Section 5/2-1003. The Illinois Rules of Evidence shall apply to testimony and documents submitted to the arbitrator.

(e) Venue. Arbitration shall take place in Champaign County, Illinois unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

(f) Finality. All awards or decisions of the arbitrator, which may include an order of specific performance, shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to Section 12 (Condemnation) of this Lease. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof; provided, however, that the award shall be subject to court review for error (failure to follow the law and/or a material factual error) or may be vacated or corrected for any of the reasons permitted under applicable law. Should the matter or issue not be resolved in arbitration and instead be subject to further judicial review as provided above, such matter or issue will be litigated in an Illinois court of competent jurisdiction. The arbitrator shall have the power to interpret this Agreement but shall not change (and shall not have the authority to modify) the terms of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

[City of Urbana, Illinois]

By: _____

Name: _____

Title: _____

TENANT:

[Solar Star Urbana Landfill South, LLC],
a Delaware limited liability company

[By: _____],
a [_____]
Its: Sole Member]

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of the Property

[legal description to be inserted prior to execution]

EXHIBIT B

Memorandum of LeaseWHEN RECORDED MAIL TO:

[Solar Star Urbana Landfill South, LLC]
 c/o TotalEnergies Distributed Generation USA
 [1414 Harbour Way South, Suite 1901
 Richmond, California 94804
 ATTN: _____]

MEMORANDUM OF SOLAR FACILITY GROUND LEASE

THIS MEMORANDUM OF SOLAR FACILITY GROUND LEASE (this “**Memorandum**”) is executed effective this day of _____, 20[__](the “**Effective Date**”) by and between the City of Urbana, Illinois, , a municipal corporation and body politic (“**Landlord**”), and [_____], LLC, a Delaware limited liability company (“**Tenant**”), with reference to the following Recitals:

A. Landlord and Tenant have entered into that certain unrecorded Solar Facility Ground Lease of even date herewith (the “**Lease**”), which affects the real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord leased the Property to Tenant for the development, construction, and operation of a solar energy collection, conversion, generation, storage, transmission and distribution facility (as amended from time to time, the “**Project**”) to be located on the Property pursuant to the terms of the Lease.

C. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

D. Landlord and Tenant have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and the following rights of Tenant thereunder:

1. Lease Term. The term of the Lease and the Leasehold Estate created thereby commenced on the Effective Date and will remain in effect for[twenty-five (25) years] thereafter (the “**Lease Term**”), unless sooner terminated as provided for in the Lease and subject to two (2) renewal terms of up to nine (9) years and ten (10) months in the aggregate.

2. Use of Property. The Lease provides for Tenant to have exclusive use and possession of the Property for purposes of constructing and operating the Project.
3. Ownership of Improvements. The Lease provides that all improvements constructed or installed on the Property by Tenant (“**Improvements**”) are, and shall remain, the property of Tenant and may be removed by Tenant at any time.
4. Leasehold Mortgages. In the event that any mortgage, deed of trust or other security interest in all or any portion of Tenant’s interest in the Lease, the Property, or in any Improvements is entered into by Tenant (a “**Leasehold Mortgage**”), then any person who is the mortgagee of a Leasehold Mortgage shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth for Qualified Leasehold Mortgagees in the Lease. It is further recognized that no Leasehold Mortgage shall be deemed, interpreted or construed as creating any lien on the Property or the Land described in Exhibit A appended hereto and made a part hereof as if recited in full herein greater than the leasehold interest in the Property.
5. Notices. The initial addresses of Landlord and Tenant for all notices required or permitted to be given under the Lease are as follows, or such other address of which the other party has received notice:

If to Landlord:

[_____]

ATTN: _____

with a copy to:

ATTN: _____

If to Tenant:

[_____] , LLC

c/o _____

Attention: _____

with a copy to:

ATTN: _____

6. Landlord's Activities. Landlord shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property. The area of Land to remain unobstructed by Landlord will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. Access to sunlight ("**Insolation**") is essential to the value to Tenant of the rights granted under the Lease and is a material inducement to Tenant in entering into the Lease. Accordingly, the Lease provides that Landlord shall not conduct or permit any activities by any other Party on the Property that interfere with Insolation on and at the Property.
7. Other Provisions. The Lease also contains various covenants, obligations and rights of the parties, including provisions relating to rent, conduct of Operations, restoration of the Property, assignment and lender protections.
8. Purpose of this Memorandum. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.
9. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[signatures follow]

LANDLORD:

**EXHIBIT A
TO
MEMORANDUM OF LEASE**

Description of the Property

[description to be inserted prior to execution]

EXHIBIT C**FORM OF ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE (this “Estoppel Certificate”) is made as of [_____] (the “Effective Date”), by [_____] a Delaware limited liability company (the “Undersigned”), for the benefit of [_____] a Delaware limited liability company (“Counterparty”), and [_____] a [_____] (the “Third Party”).

W I T N E S S E T H:

WHEREAS, the Undersigned and Counterparty are parties to that certain Solar Facility Ground Lease, with an effective date of _____ [____], 201____, as evidenced by that certain Memorandum of Lease between the Undersigned and Counterparty recorded on [____], 201____ in the Official Records of [____] County, Illinois, as Document Number [____] (collectively, the “Lease”), covering certain real property owned by [____] (the “Property”), which real property is more particularly described in the Lease. Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Lease;

[WHEREAS, Counterparty and Third-Party desire to enter into the transaction whereby [____] (the “Transaction”);]

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Undersigned hereby certifies to Counterparty [and Third Party] as follows:

ESTOPPEL

[Third Party has required that Counterparty obtain the confirmation and agreement of the Undersigned as to certain matters related to the Lease.] Recognizing that Counterparty [and Third Party] will rely hereon, the Undersigned hereby confirms and agrees as follows:

1. The copy of the Lease attached hereto as Exhibit A, is a true and complete copy of the Lease.
2. The Lease is in full force and effect and has not been modified or amended in any way except as shown on the instruments attached hereto as Exhibit A, and constitutes the entire agreement between the Undersigned and Counterparty relating to the Property. The Lease constitutes a valid and binding obligation of the Undersigned and is enforceable against the Undersigned in accordance with its terms.
3. All base rent payments due under the Lease have been paid in full through the period ending [____]. No other rent has been paid in advance and no security deposits have been made.

4. The term of the Lease commenced on [_____] and, including any presently exercised option or renewal term, will expire on [_____].

5. The Undersigned has not transferred or assigned any interest in the Lease except as follows: [_____].¹

6. To the Undersigned's knowledge, Counterparty has not transferred, pledged, mortgaged or otherwise encumbered its interest in the Lease [, or the rents payable by the Undersigned thereunder]².

7. Neither the Undersigned nor, to the Undersigned's knowledge, Counterparty, is in default under the Lease. The Undersigned has no knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a current default by the Undersigned or Counterparty under the Lease. To the Undersigned's knowledge, all monetary obligations due under the Lease to date have been fully and currently paid.

8. The Undersigned has not received or delivered any written notice regarding any litigation or arbitration involving the Undersigned with respect to the Lease or the Property.

9. Other than as set forth in the Lease, the Undersigned (i) has no option or preferential right to purchase all or any portion of the Property, and (ii) has no right to renew or extend the term of the Lease.

10. To the Undersigned's knowledge, Counterparty does not owe any indemnity payments to the Undersigned, and to the Undersigned's knowledge, the Undersigned has no current counterclaims, offsets or defenses against Counterparty under the Lease.

11. There are no actions, whether voluntary or otherwise, pending against the Undersigned under the bankruptcy, debtor reorganization, moratorium or any similar laws of the United States, any state thereof or any other jurisdiction.

12. There are no proceedings pending or, to the Undersigned's knowledge without inquiry, threatened against or affecting the Undersigned in any court or by or before any court, governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of the Undersigned to perform its obligations under the Lease.

13. The Undersigned understands and acknowledges that Counterparty [and Third Party] and its [or their respective] successors and assigns will be relying on this certificate in connection with the Transaction. The undersigned is authorized to execute this certificate on behalf of the Undersigned.

IN WITNESS WHEREOF, the Undersigned has caused this Estoppel Certificate to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

¹ Insert "none" if no assignment

² Insert bracketed language if Undersigned is Tenant under the Lease.

UNDERSIGNED:

[____], a Delaware limited liability company

By: _____

Name:

Title:

Schedule 6.1.10**OWNER'S DISCLOSURE****1. Ownership Interest**

Ownership interest of Owner in the Property, if less than 100% fee simple interest (if the following is not completed, Owner owns 100% fee simple interest in the Property):

3. Restricted Property

If not completed above, there is no Restricted Property.

4. Location of Structures

Location and/or address:

Except as set forth above, no residences, barns, or other structures located on the Property are subject to any setback requirements hereunder.

5. Unrecorded Encumbrances

Description:

Except as set forth above, no unrecorded Encumbrances exist with respect to the Property.

6. Enrollment in Special Use or Tax Programs [such as CRP, ag/farm use tax deferral/exemption status, Williamson Act contracts, etc.]

Description:

Expected penalty and/or recapture taxes for change in assessed use:

Except as set forth above, no portion of the Property is enrolled in or classified under any conservation reserve, tax deferral or other similar programs.

OPTION TO LEASE AGREEMENT

By and Between

City of Urbana, Illinois

(“Owner”)

and

Solar Star Urbana Landfill South, LLC

(“Optionee”)

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2022 (“**Effective Date**”), by and between City of Urbana, Illinois (“**Owner**”), and Solar Star Urbana Landfill South, LLC, a Delaware limited liability company (“**Optionee**”) (collectively and singly, the “**Parties**” or the “**Party**”).

RECITALS

A. Owner is a unit of local government and owns the real property, commonly known as the Urbana landfill, situated in Champaign County, Illinois (the “**County**”) and consisting of approximately 24 acres of land in the aggregate, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”).

B. Optionee and some of its Affiliates, are engaged in the business of designing, developing, marketing, constructing, installing and operating photovoltaic solar electric facilities (hereinafter, “Solar Facilities”). “**Affiliate(s)**” shall mean with respect to an entity any other entity that directly or indirectly controls, is controlled by, is under common control with such entity. The term “control” (including with correlative meaning, the terms “controlled by” and “under common control with”) as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, judicial order or otherwise. For clarity, “Affiliate” shall also mean any third-party investment vehicle in which Optionee (or any of Optionee’s Affiliates) owns an interest.

C. Optionee is fully aware that the Property which is the subject of this Agreement was, at some time in the past, operated by Owner as a local government-owned landfill.

D. Subject to the terms and conditions of this Agreement, Optionee desires to obtain, for itself and its Affiliates, an option to lease, in one or more installments, all or a portion of the Property, and so much subsurface rights (hereinafter, collectively, the “**Property**”) as is or are necessary or may become necessary for the Optionee to install footings and other support-like structures and to run or install necessary wiring, cables and related materials to facilitate the development, construction and operation of one or more solar-powered electrical generating facilities on the Property and, at Optionee’s election, on other lands in the vicinity of the Property (hereinafter, the “**Project**.”) should Optionee or one or more of its Affiliates choose to exercise the grant of Option provided for in this Agreement.

AGREEMENT

NOW, THEREFORE, for the exchange of good, valuable and mutual consideration which the Parties have in hand received and in exchange of the terms, conditions and

provisions contained herein, the receipt and sufficiency of which are acknowledged, Owner and Optionee agree as follows:

1. **Option.** Owner hereby grants to Optionee and its Affiliates the exclusive right and option to lease, in one or more installments, all or a portion of the Property from Owner pursuant to the terms and conditions of this Agreement (hereinafter, the “**Option**”). If Optionee exercises the Option with respect to any portion of the Property in accordance with Section 3.1, the leasing of such portion of the Property shall be pursuant to the terms and provisions of a lease agreement (the “**Lease Agreement**”) in the form attached hereto as Exhibit B and incorporated herein by this reference. For clarity, if Optionee or one or more of its Affiliates exercises the Option to lease only a portion of the Property, Optionee and its Affiliates may continue to have the Option to lease the remaining portions of the Property which were not included in the first Option Exercise Notice for the remainder of the Option Term. Should Optionee decide in its sole discretion that it will not exercise the Option with respect to all or a portion of the Property, Optionee will notify Owner and execute and file in the property records a release and quitclaim of this Option Agreement as to the portion of the Property Optionee has decided it will not use.

2. **Option Term.** The term of the Option (the “**Option Term**”) shall commence on the Effective Date and, unless sooner terminated, shall end at 11:59 p.m. on the last day of the twenty-fourth (24th) month after the Effective Date. Optionee shall have the right, in its sole discretion, to terminate this Agreement at any time by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Optionee’s written notice. In the event of any such termination, absent a material default by Owner, Owner shall retain all the payments tendered by Optionee pursuant to this Agreement prior to the date of termination and Optionee shall have no further obligations to make further payments under this Agreement. Upon the effective date of the termination of this Agreement, all rights granted to Optionee pursuant to this Agreement shall cease and revert back to Owner and Optionee shall have no residual rights in or to the Property in any respect

3. **Option Payments.**
 - 3.2. **Option Payment Amount.** Optionee shall pay Owner option payments in the amount of One Hundred Dollars (\$100) per acre per year (each an “**Option Payment**” and collectively, the “**Option Payments**”) to keep this Agreement in effect. The first Option Payment shall be payable within thirty (30) days after the Effective Date, and thereafter the second and each subsequent Option Payment shall be payable on or before each six-month period following the Effective Date during the Option Term (each an “**Option Payment Due Date**”).

- 3.3. **Option Payments Non-Refundable; Notice of Non-Payment.** The Option Payments shall be the consideration for the grant of the Option and Owner's commitments herein and, except in the event of an Owner default or as expressly provided otherwise herein, shall be non-refundable. If Optionee fails to make an Option Payment required to extend the Option Term and does not cure such failure within thirty (30) days after receiving written notice of such failure from Owner, and provided that Optionee's failure to make the Option Payment was not subsequent to, or the result of, a default or breach by Owner, then this Agreement shall terminate and Owner shall retain all Option Payments previously made by Optionee. If Optionee delivers an Option Exercise Notice and the Closing (as such terms are defined below) fails to occur under this Agreement as a direct result of Optionee's breach of this Agreement, then the portion of the Option Payments delivered as of such date shall be Owner's liquidated damages hereunder. In the event that Owner defaults or breaches any of its obligations or agreements, or a representation or warranty of Owner ceases to be true, under this Agreement, and either (i) Optionee elects not to exercise the Option due to such default, breach or failure or (ii) the execution and delivery of a Lease Agreement fails to occur due to such default, breach or failure, then, in addition to Optionee's other remedies at law or in equity, Owner shall be liable to Optionee for the aggregate amount of all Option Payments made by Optionee to Owner under this Agreement and for all of Optionee's expenses incurred in connection with due diligence, entitlement and development efforts pertaining to the Property.

4. Option Exercise.

- 4.1. **Exercise Notice.** Optionee or one or more of its Affiliates shall have the right to exercise the Option by delivering a written exercise notice to Owner at any time on or prior to the expiration of the Option Term (such written notice being an "**Option Exercise Notice**"), which shall include a specific legal description of the property to be included in the Lease Agreement, if not the entire Property. Closing following Optionee's exercise of the Option contained in this Agreement shall be, at Optionee's sole election, subject to a surveyor's determination of the acreage of the Property. Optionee's determination whether to exercise the Option by delivering an Option Exercise Notice to Owner shall be in Optionee's sole and absolute discretion.
- 4.2. **Option Closing(s).** Within ten (10) days after Optionee's delivery of an Option Exercise Notice, Optionee shall provide Owner with two (2) original identical Optionee-signed Lease Agreements for the Property which shall be in the form provided in Exhibit B appended hereto and made a part hereof. Optionee shall, at the time Optionee tenders to Owner the aforesaid original identical Optionee-signed Lease Agreements, also provide Owner with a Memorandum of Lease Agreement in such form as is the Parties deem satisfactory for purposes of

recording with the Champaign County Recorder's Office. Within ten (10) days following Owner's receipt of the aforesaid duly executed Lease Agreements and Memorandum of Lease Agreement, Owner shall execute the two Lease Agreements and shall return one fully executed original identical Lease Agreement and Memorandum to Optionee. Owner shall retain the other fully executed original identical Lease Agreement. The Parties agree that the Effective Date of the Lease Agreement shall be a date which is no more than twenty (20) days after the date of the Option Exercise Notice.

5. Due Diligence.

5.1. Due Diligence and Access to the Property.

Within twenty-one (21) days following the Effective Date, Owner shall provide Optionee with copies of any and all documents, or an opportunity to review any and all documents, reasonably requested by Optionee relative to and concerning the Property and its condition that are in the possession of Owner or over which Owner has reasonable control. Such documents, if any, shall include but are not limited to unrecorded leases, liens or other agreements that encumber the Property, any title reports or title policies, environmental site assessments and any other documentation and reports that are material to evaluating the status of title, the environmental condition, and the general condition of the Property. Throughout the Option Term, Optionee and Optionee's agents, employees, contractors and invitees (collectively, "**Optionee's Agents**") shall have reasonable access to the Property for the purposes of Optionee's due diligence investigations of the Property ("**Due Diligence Investigation**"), which Optionee's and/or Optionee's Agents due diligence may include, without limitation, the rights to (i) conduct such tests, surveys, studies and other investigations as Optionee may deem appropriate, and (ii) generally seek permits and incentives as Optionee determines to be necessary in connection with the Project and, (iii) with prior consent of Owner, seek such conditional use permit(s) and zoning changes in connection with the Project. Prior to any entry onto the Property, Optionee shall provide at least two (2) days' advanced written notice (which notice may include notice via e-mail) to Owner of Optionee's intention to enter the Property and shall provide Owner with evidence of insurance covering the activities of Optionee and Optionee's employees, contractors, agents, and invitees on the Property. Such right of entry shall include, without limitation, the right to undertake a Phase I Environmental Site Assessment. In no event shall such environmental assessment or other due diligence pierce the cap of the landfill located on the Property. Optionee's right of entry shall also include a nonexclusive irrevocable license to enter upon the Property for the purpose of construction of one or more temporary meteorological stations, each of which may occupy an approximately ten (10) foot by ten (10) foot portion of the Property. The meteorological stations will be in locations reasonably approved by Owner and may be, at Optionee's discretion, surrounded by a lockable chain link fence approximately six feet in height which fence shall be provided and installed by Optionee solely at Optionee's cost and expense. Optionee shall also have an exclusive license and right of possession to operate and maintain the said

meteorological stations on the Property, and the meteorological stations shall be and remain the personal property of the Optionee, and not a fixture, and may be removed by Optionee, at Optionee's sole cost and expense for any reason. Optionee shall remove the meteorological stations if Optionee determines not to exercise or extend its Option and, at that time, the right of entry and license will terminate. In the event this Option is terminated and no Lease is signed by Owner and Optionee, Optionee shall restore the Property to the condition it was in at the Effective Date, including removing any temporary meteorological stations at Optionee's sole cost and expense.

- 5.2. **Due Diligence Indemnities.** Optionee agrees to indemnify, defend and hold harmless Owner from and against any claims, actions, losses, liabilities, injuries, damages, judgments, or decrees to real or tangible property or persons that arise out of the Due Diligence Investigation activities of Optionee or any of Optionee's agents and their employees on the Property during the Option Term, including reasonable attorney's fees and court costs, except to the extent caused by the negligence or willful misconduct of Owner or its agents or employees.

5.3. Condition of Title

- 5.3.1. **Preliminary Title Report.** Optionee, at its sole cost and expense, may at any time during the Option Term obtain a preliminary title report or title commitment covering the Property ("**Preliminary Title Report**") from a title company selected by Optionee in its sole discretion ("**Title Company**"). Prior to delivering an Option Exercise Notice, Optionee may approve or disapprove any exceptions to title to the Property (or applicable portion thereof) shown in the Preliminary Title Report and provide Owner with written notice thereof describing any objections with reasonable particularity, or in lieu thereof, Optionee may provide Owner with a copy of the Preliminary Title Report. Any title exceptions listed on Schedule B of the Preliminary Title Report not expressly disapproved in writing by Optionee prior to delivery of its Option Exercise Notice other than Monetary Liens (as defined below) and Leases (as defined below) shall be "**Permitted Exceptions**" with respect to the Property. Within twenty-one (21) days after Owner receives Optionee's title objections, if any, Owner shall notify Optionee in writing whether Owner intends to remove such disapproved exception on or prior to the Closing. If Owner notifies Optionee that Owner intends to eliminate such disapproved exceptions, Owner shall remove such disapproved exceptions on or before the Closing. If Owner indicates to Optionee that Owner does not intend to remove one or more of such disapproved exceptions or if Owner fails to notify Optionee of its intent concerning the removal of such disapproved exceptions within such twenty-one (21) day period, Optionee may elect to (i) not exercise its Option (or retract its Option Exercise Notice and associated Lease Agreement) with respect to the Property, or (ii) lease the Property pursuant to this Agreement subject to such disapproved exceptions not to be so removed by Owner, in which event such exceptions shall become Permitted Exceptions

with respect to the Property. Owner shall use reasonable efforts to cure any title matters it agrees to remove pursuant to the foregoing.

- 5.3.2. **Optionee's Title Policy.** Owner acknowledges that Optionee may acquire at the Effective Date, at Optionee's sole cost, a policy of title insurance insuring Optionee's interests under this Agreement. If Optionee exercises the Option, Optionee may obtain a title insurance policy insuring its leasehold interest from the Title Company, at Optionee's sole cost. In either event, Owner shall reasonably cooperate and execute such forms and affidavits as may be reasonably required by the Title Company to facilitate issuance of such policies. If, in connection with such forms and affidavits, the Title Company raises any new title exceptions or survey matters, Optionee and Owner shall have the same rights and obligations with respect to such new exceptions or matters as apply to Optionee's initial review of title encumbrances under Section 5.3.1 above. If Optionee approves or is deemed to approve any new exceptions, then the same shall become Permitted Exceptions, and Optionee's title policy(ies) shall include and be subject to such new exception(s).
- 5.4. **Monetary Liens and Encumbrances.** At its expense, Owner shall remove at or before Closing (as hereinafter defined) (but earlier as necessary to prevent any disruption of Optionee's rights under this Agreement) any monetary liens such as a mortgage, unpaid or delinquent taxes or assessments, mechanic's or judgment lien, or any other consensual or non-consensual lien affecting any portion of the Property that Owner has created or permitted to exist, other than non-delinquent taxes or assessments (collectively, "**Monetary Liens**"). In the event Owner fails to so remove any Monetary Liens (or, with respect to any mortgage only, to provide a subordination or non-disturbance agreement from the beneficiary thereunder for the benefit of Optionee, in form and substance satisfactory to Optionee in its sole discretion) and Owner defaults on its obligations to the holder of such Monetary Lien, then Optionee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement. During the Option Term, Owner shall not place or allow any new encumbrances or liens on the Property that will survive as to the Property beyond the Closing.
- 5.5. **Leases.** Owner represents that there are no leases (including without limitation, any farm leases or oil, gas, or mineral leases) that grant a lessee any rights with respect to the surface of the Property that have not expired by the Effective Date of this Option.
- 5.6. **Incentives.** Tenant may, at Tenant's sole discretion, apply for and receive incentives for its planned use of the Property. Should Tenant's planned use of the Property become commercially unfeasible in the reasonable judgment of Tenant after Tenant has expended and exhausted its reasonable efforts to use the Property as contemplated herein and provided reasonable information to Lessor regarding

the obstacles that make such use commercially unfeasible, Tenant may use any and all incentives awarded for its project on the Property for another project elsewhere.

6. Representations and Warranties.

6.1. Owner's Representations and Warranties. As of the Effective Date, Owner hereby makes the following representations and warranties to Optionee:

6.1.1. Title. Owner is the sole fee owner of the Property, including, without limitation, all water rights pertaining to the Land. There are no unrecorded leases, liens or other agreements in effect that are binding upon the Property. Owner has not granted or entered into any options, rights of first refusal, rights of first offer, offers to sell or agreements to purchase all or part of the Property other than with Optionee pursuant to this Agreement. Except as disclosed in the Title Report, no parties are either in possession of any part of the Property or have any easement, license, lease or other right or interest relating to the use or possession of any part of the Property.

6.1.2. Authority. Owner has the unrestricted right and authority to enter into, execute and perform this Agreement and to grant to Optionee the rights granted hereunder. Each person signing this Agreement on behalf of Owner has the capacity and is authorized to do so and all persons having any ownership or other right, title or interest in the Property are signing this Agreement. When signed by Owner, and signature attested by the City Clerk, this Agreement constitutes a binding and valid agreement enforceable against Owner and the Property in accordance with its terms.

6.1.3. No Violations or Defaults. Neither the execution and delivery of this Agreement by Owner nor the consummation by Owner of the transactions contemplated in this Agreement, nor compliance by Owner with the terms and provisions of this Agreement will: (i) violate any provision of the instruments or agreements by which Owner is formed and/or governed or (ii) violate any of the terms or provisions of any instrument or obligation encumbering the Property and/or by which Owner is bound.

6.1.4. Consents and Approvals. Once this Agreement is signed, no further consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Owner are necessary in connection with the delivery and performance of this Agreement by Owner.

6.1.5. Brokers. Neither Owner nor any person associated with Owner has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement.

6.1.6. Compliance with Laws; Condemnation. Owner has not received any notice of and, to Owner's best knowledge, there are no violations of any

statute, ordinance or regulation or administrative or judicial order existing with respect to the Property. Owner has not received any notice of, and there are no pending, condemnation actions, nor does Owner have any knowledge of the same or of the threat of the same.

6.1.7. **Hazardous Substances.** The term “**Hazardous Substances**” as used in this Agreement shall include, without limitation, any substances, materials, or wastes which are or may become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; any petroleum or refined petroleum product or byproduct; asbestos; any flammable explosive; lead, or radioactive material. Owner has represented to Optionee that the Property is or was used as a “garbage dump” and that, therefore, there may be one or more Hazardous Substances located on the Property and its sub-surface. Optionee shall take all reasonable precautions to prevent disturbance, puncture, or other damage to the clay landfill cap. The Parties agree that each shall notify the other within twelve (12) hours of discovering any damage which resulted or could result in a breach of the clay landfill cap. If Optionee or any of its agents or contractors causes any damage or breach to the landfill cap that may cause or contribute to the release or possible release of any Hazardous Substance, Optionee shall restore, solely at its expense, the condition of the Property to its condition prior to when Optionee or its agents or contractors damaged or breached the landfill cap and such work shall be completed in a reasonably prompt manner given the character and nature of the repair needed. If Owner, any of its agents or contractors, or any third party not under the control of Tenant causes any damage or breach to the landfill cap that may cause or contribute to the release or possible release of any Hazardous Substance, Owner shall repair solely at its expense the damage to the landfill cap if and to the extent required by applicable Law or advised by the City’s expert landfill advisors, and such work shall be completed in a reasonably prompt manner and with the least disturbance reasonably possible to any equipment that Optionee may have placed on the Property.

6.1.8. **No Litigation.** There is no litigation pending or threatened respecting the ownership, possession, condition, use or operation of any portion of the Property.

6.1.9. **Changes.** During the Option Term, Owner shall timely notify Optionee in writing of any changes affecting any of the foregoing representations and warranties. The representations and warranties contained in this Section 6.1, as modified by any such notice, should the Option be exercised by Optionee, shall survive the expiration or termination of this Option Agreement by one (1) year.

6.2. **Optionee’s Representations and Warranties.** As of the Effective Date, Optionee hereby makes the following representations and warranties to Owner:

- 6.2.1. **Formation.** Optionee is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct business in the state in which the Property is located. Upon written request of Owner, Optionee shall provide written evidence of Optionee's right to operate its business in the state wherein the Property is located. Optionee has all requisite power and authority to enter into and perform this Agreement.
- 6.2.2. **Formation and Authority.** Optionee has the power and authority to enter into, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Optionee have been duly and validly approved by Optionee and any and all persons or entities whose approval is necessary to the validity hereof or thereof, and no other action on the part of Optionee is necessary to approve this Agreement and/or to consummate the transactions contemplated in this Agreement. This Agreement has been duly and validly executed and delivered by Optionee and constitutes a binding and valid agreement enforceable against Owner in accordance with its terms.
- 6.2.3. **Brokerage Fees.** Each Party agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the lease of the Property (or any portion thereof) by Owner to Optionee, and such claim is made by, through or on account of any acts or alleged acts of such Party or its representatives, such Party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith.
- 6.2.4. **Changes.** During the Option Term, Optionee shall timely notify Owner in writing of any changes affecting any of the foregoing representations and warranties. The representations and warranties contained in this Section 6.2, as modified by any such notice, should the Option be exercised by Optionee, shall survive the expiration or termination of this Option Agreement by one (1) year.
7. **Default Remedies; Attorneys' Fees.** If any Party defaults (hereinafter, the "**Defaulting Party**") on this Agreement, the other Party (hereinafter, the "**Non-Defaulting Party**") shall give written notice (hereinafter, the "**Notice of Default**") to the Defaulting Party. The Notice of Default shall: (i) state the specific term, provision or condition of this Agreement which the Non-Defaulting Party believes is in default; (ii) provide a reasonably detailed description of the default sufficient to put the Defaulting Party on notice insofar as what act or omission constitutes the default; (iii) specify a reasonable period of time in which the Defaulting Party must cure the default; and (iv) such other information as the Non-Defaulting Party believes is relevant to the default. Within seven (7) days of receipt of the Notice of Default, the Defaulting Party shall (i) commence to cure the default identified in

the Notice of Default; (ii) provide clear evidence that no such default has in fact occurred; or (iii) provide a reasonable but alternative timeframe in which the Defaulting Party can fully cure the default. If the Parties cannot agree on whether a default has occurred, the nature of the default, if any, or the timeframe for curing the default, either Party may initiate and maintain an action for breach of this Agreement in the state or federal court in the jurisdiction in which the Property is located. After the notice and response period described above, the non-defaulting Party shall be entitled to pursue all remedies available at law or in equity with respect to such default, including, with respect to Optionee's remedies, pursuit of specific performance of Owner's obligations under this Agreement. In the event either Party shall commence legal proceedings by reason of any such default or otherwise for the purpose of enforcing any provision or condition of this Agreement or to terminate the same by reason of the other Party's default, then the successful Party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the court, together with court costs, reasonable attorneys' fees and litigation expenses incurred in connection with any appellate review of, and any proceeding to enforce a judgment in, such proceeding.

Subject to the Notice of Default process described in the foregoing paragraph, in the event that Owner defaults or breaches any of its obligations or agreements, or a representation or warranty of Owner ceases to be true, under this Agreement, and either (i) Optionee elects not to exercise the Option due to such default, breach or failure or (ii) the execution and delivery of a Lease Agreement fails to occur due to Owner's default, breach or failure, then, in addition to Optionee's other remedies at law or in equity, Owner shall be liable to Optionee for the aggregate amount of all Option Payments made by Optionee to Owner under this Agreement and for all of Optionee's expenses incurred in connection with due diligence, entitlement and development efforts pertaining the Project plus costs to remove any facilities on the Property.

Subject to the Notice of Default process described in the foregoing paragraph, in the event that Optionee or any of its Agents or Affiliates defaults or breaches any of its or their obligations or agreements or if any representation or warranty of Optionee ceases to be true, under this Agreement, Owner shall have the right to terminate this Agreement and/or reject Optionee's or any of its Agents' or Affiliates' efforts to exercise the Option provided for in this Agreement. Further, Owner shall have the right to retain any and all option payments made by Optionee or any of its Agents or Affiliates.

8. **Confidentiality.** To the extent permitted by applicable Law, which shall include the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Owner shall maintain in confidence all information pertaining to the financial terms of and payments under this Agreement, except that Owner may disclose the terms to Owner's legal counsel, accounting and financial advisors to the extent necessary. Furthermore, Owner recognizes that Optionee is engaged in a competitive industry and

acknowledges that divulging confidential information relative to this Agreement may cause significant damages to Optionee. Nothing herein shall be deemed, interpreted or construed as requiring that this Agreement or any of its terms, conditions and covenants be treated as confidential. In the event Owner is served with a judicial or administrative order (which shall include any subpoena issued by a court or an administrative agency) or receives a request pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Owner shall promptly provide Optionee with a copy of said order or request, however, nothing herein shall be deemed to bar Owner from providing the information requested by such order or request within the time provided in the order or by applicable law, unless an order is issued by a court or an administrative agency which quashes the order or request to produce the requested information. Further, nothing herein shall require Owner to assert any exemption under the aforesaid Freedom of Information Act or defend Optionee's assertion that the information requested by any such third-person is confidential, proprietary or confidential. To the extent Optionee deems any information it provides to Owner to be confidential, proprietary and/or trade secret, Optionee shall clearly place on such information a warning that such information is "confidential", "proprietary" or "trade secret" as Optionee may assert. The Owner shall not be obligated to treat any information Optionee provides to Owner as confidential, proprietary or trade secret if the information provided Optionee is not so labeled.

- 9. Notices.** Any notice required to be given shall, unless provided otherwise in this Agreement, be deemed effective if provided in the following manner:

If by First Class U.S. Postal Service, such notice shall be deemed effective four (4) days after placement in a properly addressed and stamped envelope and placement with the U.S. Postal Service.

If by overnight courier, such notice shall be deemed effective upon receipt by the person to whom the notice is directed if the courier service provides written evidence (including printing out of an online tracking) that delivery to the recipient has been made.

If by personal delivery, such notice shall be deemed effective upon hand delivery to the person to whom the notice is directed.

If by facsimile, such notice shall be deemed effective twenty-four (24) hours after the recipient receives such notice and the sender's facsimile machine prints out a receipt which indicates that the recipient's facsimile machine received the notice.

Notices shall be sent to:

Owner:

Optionee:

City of Urbana

Public Works Director
706 Glover Ave.
Urbana, IL 61802

With a copy (which shall not
constitute notice without delivery
to the address above) to:

City Attorney
400 S. Vine Street
Urbana, IL 61801

Solar Star Urbana Landfill South, LLC
c/o TotalEnergies Distributed Generation
USA
1414 Harbour Way South
Richmond, California 94804
Attention: Director of Development

With a copy (which shall not constitute
notice without delivery to the address
above) to:

Solar Star Urbana Landfill South, LLC
c/o TotalEnergies Distributed Generation
USA
1414 Harbour Way South
Richmond, California 94804
Attention: Chad Tady

10. Owner's Cooperation and Related Covenants. Throughout the Option Term, Owner shall not interfere with Optionee's efforts to undertake and conduct Optionee's Due Diligence Investigation. Further, Owner shall not interfere with Optionee's efforts to obtain such government approvals, permits or incentives that are required of and/or may be available to Optionee. To the extent Optionee applies to Owner for any subdivision of the Property, building permit, or any form of zoning change to the Property, including but not necessarily limited to any zoning reclassification, minor or major variance or special use, Owner shall process such applications with the same diligence and in the same manner as Owner processes other applications for subdivisions real estate, building permits, and zoning reclassifications, minor or major variances, special uses. Owner shall not be obligated to incur or pay any expense or cost in connection with Optionee's Due Diligence Investigation, any subdivision of the Property, or any application or processing of such application for any zoning reclassification, major or minor variance, special use, or building permit in excess of the costs or expenses typically incurred by Owner for processing such application(s) for other applicant(s). Without limiting Owner's obligations under any other provision of this Agreement and at Optionee's sole expense, Owner, as record owner of the Property, shall assist Optionee with Optionee's efforts to obtain any non-disturbance agreement, relocation agreement, or other title curative agreement from any person or entity with a lien, encumbrance, mortgage, easement, or other problematic exception to Owner's title to the Property as may be reasonably requested by Optionee in order to facilitate Optionee's development and financing of the Project on the Property. Owner shall, at Optionee's expense, cooperate with Optionee by executing such applications and other documents that attest to Owner's ownership of the Property and Optionee's option to lease and lease of the Property from Owner as may be necessary in order to obtain such government approvals, permits or incentives that may be required or are available under Illinois state or federal law, rules or regulations. Optionee may, in its sole discretion, choose to complete or not any application or

permitting process it deems required for its activities. Optionee may not, however, abandon an application or permitting process if doing so causes or results in any lien, encumbrance, mortgage, easement, license, or other title defect in Owner's title in and to the Property. To the extent that Optionee's abandonment of or failure to complete any application or permitting process causes any lien, encumbrance, easement, license, or other title defect in Owner's title in and to the Property, Optionee, at Optionee's sole expense, shall undertake such action as is or may be required to cure or remove any such lien, encumbrance, easement, license, or other title defect. During the Option Term, Owner shall not modify the Property in a manner that might interfere with the flow of solar energy onto the Property or the construction of a solar energy project thereon, except as otherwise required by law or by existing contractual requirements related to the capped landfill disclosed to Optionee prior to the Effective Date.

11. Effect of Option Agreement; Interest in Real Property. The Parties intend that this Agreement is given by Owner to Optionee as an option to lease the Property as described herein. The parties intend that this Agreement creates a valid and present interest in the Option Property in favor of Optionee. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns until such time as this Agreement is terminated or expires without Optionee having exercised the option created by this Agreement.

12. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Optionee respecting its subject matter. Any prior agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties, is null and void. This Agreement shall not be modified or amended, except in a writing signed by both parties.

13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of Optionee and Owner and their respective representatives, successors and assign as hereinafter provided. Optionee shall have the right, subject to Owner's express prior written consent, which consent shall not be unreasonably withheld or delayed, to assign some or all of Optionee's rights and interests in and to this Option. Notwithstanding the immediate foregoing, Owner's prior written consent shall not be required where (i) Optionee seeks to or may assign this Agreement and the Option to an Affiliate of Optionee so long as the initial Optionee to this Agreement remains responsible for the operation of the Project; (ii) Optionee may mortgage or collaterally assign its interest in this Option to any entity that acquires all or a portion of Optionee's interest in the Project or provides financing to or for the Project so long as, if such acquisition or financing creates an encumbrance on the Property, any such mortgage or other encumbrance contains language that provides that such mortgage or other encumbrance on the Property shall be deemed fully and completely released and discharged as to Owner and the Property upon the earlier of the expiration of this Option and any renewal thereof without having entered into the Lease, the expiration of the Lease and any renewal thereof, or a default on or breach of this Agreement or

the Lease by Optionee or Tenant, as the case may be, without Optionee having cured such default or breach; or (iii) Optionee assigns this Agreement and the Option to an entity that acquires all or substantially all of Optionee's commercial and industrial business unit. Any assignment as provided heretofore which gives operational control of the Project to an entity other than an Affiliate of Optionee shall be null and void unless prior written consent is obtained from Owner, except that Owner's consent shall not be required for a transfer that grants an investor or financier the right to take control of the project under the financing documents. With respect to such a transfer or assignment: (i) such transfer or assignment shall create no greater rights or interest in or to the Property than otherwise provided in this Agreement; (ii) the term of this Agreement shall not extend beyond the end of the Option Term or any Renewal Term provided in this Agreement; (iii) such assignment or transfer shall be expressly made subject to all of the terms, covenants and conditions of this Agreement; (iv) with respect to an assignment, the new assignee shall simultaneously execute an assignment and assumption agreement in form reasonably satisfactory to Owner, agreeing to be bound by all of the terms, covenants, and agreements of this Agreement and assume the obligations of Optionee hereunder; (v) subject to the Permitted Encumbrances recorded against the Property at that time, the burdens and the rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, Optionees, employees, and agents; and (vi) if an encumbrance or lien is created on the Property, the language of any assignment or transfer document or instrument, as the case may be, shall expressly provide that any mortgage, lien or other encumbrance placed on the Property shall automatically terminate and be deemed fully and completely released as to Owner and the Property without any expense to or obligation of Owner, whether or not such mortgage, lien or encumbrance is fully paid, upon the earlier of the expiration of this Option and any renewal thereof without having entered into the Lease, the expiration of the Lease and any renewal thereof, or a default on or breach of this Agreement or the Lease by Optionee, as the case may be, without Optionee having cured such default or breach. Unless expressly provided otherwise herein, any person or entity to whom Optionee assigns all of its right, title and interest under this Agreement and in the Option shall be included in the term is referred to herein as "Optionee."

- 14. Governing Law; Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its choice of law rules.
- 15. Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the Effective Date), and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day. Time is of the essence under this Agreement
- 16. Memorandum.** Neither Owner nor Optionee shall record this Agreement in its entirety. Concurrently with the execution of this Agreement, the Parties shall execute

the form of Memorandum of Option attached hereto as Exhibit C (the “**Memorandum**”). Optionee is authorized to record the Memorandum in the official real property records of the County. In the event there is any error or inaccuracy in the legal description included on Exhibit A to the Memorandum that is recorded, Optionee shall be authorized to record a corrective Memorandum correcting any such the error. If this Agreement is terminated and the Property is not leased by Optionee, Optionee agrees to execute and record in the same location as the Memorandum was recorded a Release of Memorandum or other termination acknowledgment that is satisfactory to remove any cloud on the title created by the recordation of the Memorandum. In the event that the recording of the Memorandum changes the heretofore property tax exempt status of the Property, Optionee shall be obligated to pay any and all property taxes and/or property assessments, if any. In the event that Optionee pays said property taxes and assessments directly, Optionee shall provide Owner with a copy of a receipt which evidences that the said taxes and/or assessments have been paid. In the alternative, Optionee may reimburse Owner for Owner’s payment of any such taxes and/or assessments. Nothing in this Agreement or the Memorandum shall convey any title in or to the Property.

- 17. Severability.** If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- 18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. PDF or facsimile counterparts shall be deemed originals.
- 19. Brokerage Fees.** Each Party agrees that if any person or entity makes a claim for brokerage commissions or finder’s fees related to the lease of the Property (or any portion thereof) by Owner to Optionee, and such claim is made by, through or on account of any acts or alleged acts of such party or its representatives, such party will protect, indemnify, defend and hold the other Party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys’ fees) in connection therewith. Optionee acknowledges its responsibility to pay certain consulting fees to Stadia Realty Inc. pursuant to a separate agreement.

[Signature page follows this page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

City of Urbana

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____, 2022

OPTIONEE:

Solar Star Urbana Landfill South, LLC

By: TotalEnergies Distributed Generation Assets USA, LLC its sole owner

By: TotalEnergies Distributed Generation USA, LLC, its Sole Owner

By _____
Name: Frederic A. Potts, III
Title: President and CEO

Date: _____, 2022

Exhibit A To Option to Lease Agreement

Legal Description

The Property is the portion of Property Identification Number (PIN) 91-21-09-401-007 depicted in the below image . Optionee shall have the right to obtain an appropriate legal description for the Property and attach it to the Memorandum of Option to Lease for recording purposes.

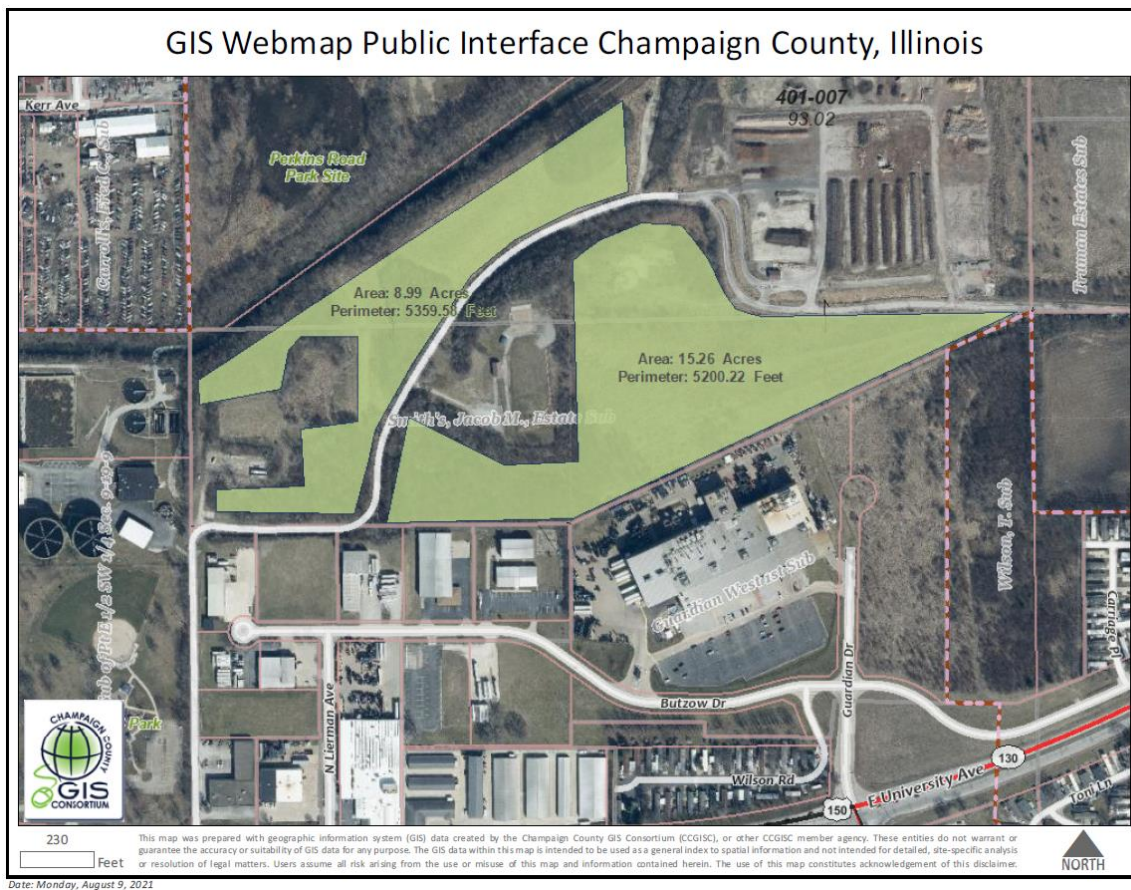


Exhibit B

Form of Lease Agreement

[Follows this page]

Exhibit C

Form of Memorandum of Option to Lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Solar Star Urbana Landfill South, LLC
c/o TotalEnergies Distributed Generation
USA
1414 Harbour Way South
Richmond, California 94804
Attention: Director of Development

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE ("**Memorandum**") is made and entered into as of _____, 2022__ ("**Effective Date**"), by and between City of Urbana ("**Owner**"), and Solar Star Urbana Landfill South, LLC LLC, a Delaware limited liability company ("**Optionee**").

RECITALS

- A. Owner owns the real property, referred to as PIN(s) 91-21-09-401-007, situated in Champaign County, Illinois (the "**County**") and consisting of approximately 24 acres of land in the aggregate, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Land**").
- B. Owner and Optionee have entered into that certain unrecorded Option to Lease Agreement, dated as of the Effective Date (the "**Agreement**"), pursuant to which Owner has granted an option to Optionee to lease the Land (the "**Option**"), together with any and all rights in or to any improvements or fixtures located thereon, including any easements, appurtenances, surface rights and hereditaments benefiting the Land, and further including, without limitation, all right, title and interest with respect to (the Land together with all of the foregoing, collectively, the "**Property**"), upon the terms and conditions as set forth in the Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. Owner and Optionee desire to execute this Memorandum and cause the same to be recorded in the official real property records of the County, for the purposes of memorializing the Agreement of record and providing third parties with notice of the Agreement.

AGREEMENT

[Signature page to Memorandum of Ground Lease Agreement]

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Optionee and Owner hereby acknowledge that they have agreed in the Agreement as follows:

1. **Grant of Option.** Owner hereby grants to Optionee an exclusive option (the “**Option**”) to lease the Property from Owner upon the terms and conditions set forth in the Agreement, which Option may be exercised until the Option Term has expired.
2. **Exercise of Option.** Should Optionee timely and properly exercise the Option as set forth in the Agreement, Optionee shall lease from Owner, and Owner shall lease to Optionee, the Property, upon the terms and conditions set forth in a lease agreement to be executed by and between Optionee and Owner.
3. **Option Term.** The term of the Option commenced on the Effective Date and, unless sooner terminated, shall end at 11:59 p.m. on the twenty fourth (24) month anniversary of the Effective Date (the “**Option Term**”). Optionee has the right to conduct those due diligence activities on the Property throughout the Option Term as stated in the Agreement.
4. **No Transfers/Lease Limitations.** During the Option Term, Owner shall not, other than in accordance with the Agreement, sell, encumber or otherwise transfer any interest in all or any portion of the Property or enter any agree to do so, except as expressly permitted in the Agreement. During the Option Term, Owner shall not enter into or amend any Leases in a manner which grants rights to any portion of the Property beyond the effective date of any Lease Agreement entered into pursuant to the Agreement.
5. **Notices.** All notices required by the Agreement shall be made in the manner provided in the Agreement.
6. **Recording.** The parties have agreed that this Memorandum shall be recorded in the official real property records of the County. In the event there is any error or inaccuracy in the legal description included on Exhibit A to this Memorandum, Optionee, upon the written consent of Owner, shall be authorized to record a corrective Memorandum correcting the error in the legal description on Exhibit A.
7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one document.
8. **Purpose.** The sole purpose of this Memorandum is to give notice of the Agreement and all of its terms, covenant and conditions to the same extent as if the Agreement were fully set forth herein. This Memorandum is subject to all of the terms, conditions and provisions of the Agreement, which shall control in the event of any conflicts with this Memorandum.

Nothing in this Memorandum shall confer any rights or interests in the Property other than those set forth in the Agreement.

[SIGNATURE PAGE FOLLOWS ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

OWNER:

City of Urbana

By: _____
 Name: Diane Wolfe Marlin
 Title: Mayor

ACKNOWLEDGMENT

STATE OF _____)
)
 COUNTY OF _____) SS

This instrument was acknowledged before me on _____, by [_____].

 Notary Public

Printed Name: _____

My Commission Expires: _____

OPTIONEE:

Solar Star Urbana Landfill South, LLC

By: TotalEnergies Distributed Generation Assets USA, LLC its sole owner

By: TotalEnergies Distributed Generation USA, LLC, its Sole Owner

By

Name: Frederic A. Potts, III

Title: President and CEO

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____
(insert name of notary)

Notary Public, personally appeared Frederic A. Potts, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

(Seal)]

Exhibit A
to Memorandum of Option

Legal Description

[To be provided]



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of City Council
FROM: Scott R. Tess, Sustainability & Resilience Officer
DATE: August 8, 2022
RE: Landfill Solar 2 Lease and Lease Option

Action Requested

Consideration of “AN ORDINANCE AUTHORIZING AN OPTION TO LEASE
AND A GROUND LEASE OF URBANA LANDFILL COMPLEX”

Background and Facts

The City completed a qualifications based selection for a landfill solar developer at the end of 2021 to pursue the development of a second solar array on the City’s closed landfill. The City selected TotalEnergies Distributed Generation USA, LLC (Total), a global energy company. The lease option will formalize a partnership between the City of Urbana and Total enabling Total to apply for State of Illinois solar incentives needed to make a development commercially viable. The lease option would give Total the exclusive right to develop one or more solar arrays on 24 acres of Urbana landfill property for two years.

If Total is awarded incentives or otherwise is able to develop a commercially viable solar array, then the City and Total will exercise the long-term ground lease titled Exhibit B To Option to Lease Agreement FORM OF SOLAR FACILITY GROUND LEASE. The City and Total would convert some or all of the 24 acres covered under the lease option to a 25 year lease. Total would pay an annual lease fee as well as any taxes on what may become taxable commercial property. The City will not own, operate, repair, or decommission the equipment. Total will be responsible for vegetation maintenance on leased property.

Additional details:

Lease Option

P2: "Optionee is fully aware that the Property which is the subject of this Agreement was, at some time in the past, operated by Owner as a local government-owned landfill."

P3: 2 year lease option

P9: " If Optionee or any of its agents or contractors causes any damage or breach to the landfill cap that may cause or contribute to the release or possible release of any Hazardous Substance, Optionee shall restore, solely at its expense, the condition of the Property to its condition prior to when Optionee or its agents or contractors damaged or breached the landfill cap and such work shall be completed in a reasonably prompt manner given the character and nature of the repair needed."

Lease

P6: “Tenant shall have the right to extend the Lease Term for up to two (2) renewal periods (with the first renewal period being five (5) years and the second renewable period being four (4) years and ten (10) months).”

P7: “Tenant may not make any punctures in the existing clay landfill cap without the expressed written consent of the Landlord.”

P7: “The tenant shall deliver non-proprietary drone imagery data in a digital format to the Landlord within 90 days of drone use.”

P25: “Tenant shall be responsible for and shall pay, prior to delinquency, any and all real and personal property taxes, general and special assessments, and other similar charges.”

P32: “At least 180 days prior to the end of the Lease Term, Tenant shall deliver to Landlord a payment bond or a letter of credit in Landlord’s name and issued by a creditworthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate.”

Financial Impact

Total will pay the City of Urbana \$100 per acre per year for the duration of the Lease Option. Long term lease rates will be negotiated when additional project costs and awarded incentive values become known. Staff has observed solar lease rates from \$300 to \$1200 per acre, per year.

Recommendations

It is recommended that “AN ORDINANCE AUTHORIZING AN OPTION TO LEASE AND A GROUND LEASE OF URBANA LANDFILL COMPLEX” be approved.

Attachments:

AN ORDINANCE AUTHORIZING AN OPTION TO LEASE AND A GROUND LEASE OF URBANA LANDFILL COMPLEX

OPTION TO LEASE AGREEMENT

Exhibit B To Option to Lease Agreement FORM OF SOLAR FACILITY GROUND LEASE

Preliminary Landfill Solar Site Plan

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN OPTION TO LEASE
AND A GROUND LEASE OF URBANA LANDFILL COMPLEX**

WHEREAS, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, Subsection (a), entitled "Sale of real estate," of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

WHEREAS, the City Council expressly finds and declares that the real estate, or interest therein, that is therein authorized to be leased is no longer needed for governmental purposes or proprietary activity of the City.

WHEREAS, the City owns certain property commonly known as the “Urbana Landfill Complex” a portion of which consisting of approximately 24 acres of land readily suitable for solar energy development is situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

WHEREAS, the City Council for the City of Urbana, Illinois has a strong interest in fostering the development and use of sustainable, non-fossil fuel, energy sources including, but not limited to energy generated by solar power arrays; and

WHEREAS, TotalEnergies Distributed Generation USA, LLC, directly or through one or more of its affiliated organizations, (hereinafter, collectively, “Total”) is in the business of leasing property and constructing solar power generating facilities on such property; and

WHEREAS, the City of Urbana has selected Total as a qualified landfill solar developer and desires to enter into a lease option with Total to facilitate a commercially viable solar development on up to 24 acres of the Landfill.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The Option to Lease Agreement and the exhibit appended thereto and incorporated therein in substantially the form appended hereto Exhibit B and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2.

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

Section 3.

In the event Total exercises the option provided in the Option to Lease Agreement hereinbefore referenced, the Form of Solar Facility Ground Lease, in substantially the form appended to and incorporated as an exhibit to the Option to Lease Agreement, shall be and the same is hereby authorized and approved.

Section 4.

In the event Total exercises the option provided in the Option to Lease Agreement hereinbefore referenced, the Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said

execution of the Form of Solar Facility Ground Lease as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ Day of _____, 2022.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ Day of _____, 2022.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Members of the Urbana City Council

FROM: Sheila Dodd, Interim Community Development Services Director
Marcus Ricci, AICP, Planner II

DATE: August 11, 2022

SUBJECT: **An Ordinance Amending Northgate Plaza Planned Unit Development**
(Rocinante Holdings, LLC at 1502-½ Cunningham Avenue / Plan Case 2454-PUD-22)

Introduction

Rocinante Holdings, LLC, represented by Andrew Fell, requests an amendment to the Northgate Plaza Planned Unit Development (PUD) to allow construction of an indoor climbing facility next to the existing building – Urbana Boulders – at 1502-½ Cunningham Avenue in the B-3, General Business, Zoning District. The proposed amendment would modify several sections of the PUD’s governing documents, including the permitted location of structures, the height limit of structures, the permitted uses in the PUD, and the parking lot design and minimum number of parking spaces. Some of these modifications require only consensus of property owners and tenants, while other modifications also require approval by City Council.¹ Granting the PUD amendment would allow the applicant and future property owners more flexibility to develop their property.

On July 21, 2022, the Plan Commission voted unanimously to forward the case to City Council with a recommendation to APPROVE the request with two conditions, as presented.

Background

Introduction

In 1981, Busey 1st National applied for Preliminary and Final PUD approval for Northgate Plaza.² Plan Commission recommended approval with conditions, and City Council approved the PUD on May 18, 1981. The recorded documents from this case include Ordinance No. 8081-120; the Plat and Owner’s Certificate (1981R8420); the Declaration of Restrictions, Grant of Easements, and Establishment of Party Wall Rights (1981R9107), and the Final Development Plan (Exhibit E, referred to as “Declaration” for convenience). The ordinance states that the private agreements “that have public impact have been revised so that such agreements cannot be amended without approval of the Urbana City Council” (“major changes”). Other portions may be amended with consent by property owners and Parcel A tenants, and without City Council approval (“minor changes”).

In 1991, Marine Bank of Champaign-Urbana Trust #43-344 applied for a special use permit to amend the approved PUD to allow the sale of a portion of Tract C.³ Plan Commission recommended

¹ The former changes will be referred to as “minor changes”; the latter will be referred to as “major changes.”

² Plan Case 1112-PUD-81.

³ Plan Case 1446-PUD-91. At that time, PUDs required special use permits, which is no longer the case.

approval and City Council approved the amendment on June 17, 1991, conditional to subdivision of the parcel, and the continued application of all restrictions and covenants placed by the original PUD and ordinance. The recorded documents from this case include Ordinance No. 9091-149 (Exhibit F).

Later in 1991, Marine Bank fulfilled the special use permit by applying for a Minor Development to replat Tract C of the three-tract PUD into two lots, as required by Ordinance 9091-149.⁴ This plat was administratively approved on May 20, 1991 with recorded documents including the Owner's Certificate and Plat (1991R14742) (Exhibit G). Note 4 on this plat stated: "All covenants and conditions governing the original Northgate Plaza special use per Ordinance Numbers 8081-120 and 9091-149 shall apply to this plat." The applicant owns Lot 2 of this plat (parcel # 91-21-09-103-023), and is thus bound by those covenants and conditions.

Description of the Site and Surrounding Properties

Northgate Plaza is a shopping center located at the southeast corner of Cunningham Avenue and Perkins Road. It is comprised of four parcels, totaling over nine acres (Exhibit A). The main building lies parallel to Cunningham Avenue and includes both Tract A – with tenants La Michoacana, Harbor Freight, and Dollar General – and Tract C (Lot 2) – with tenants VIP Banquet Hall, Lucky Luke's, R&R's Laundromat, Urban Beauty & Fashions, and Metro by T-Mobile (Exhibit H). Tract B includes CIBM Bank as a separate building. Lot 1 of Tract C includes the applicant's building: Urbana Boulders. Table 1 summarizes the current zoning, existing land uses, and 2005 Comprehensive Plan future land use designations of the site and surrounding land (Exhibits B and C).

Table 1. Zoning, Existing Land Use, Future Land Use Designation

	Zoning	Existing Land Use	Future Land Use
Site	City B-3 PUD, General Business – PUD	Shopping Center – Retail, Services, Recreation	Community Business
North	City B-3, General Business	Auto Repair, Towing Service	Community Business
East	County R-3, Two-Family Residence	Residences	Multifamily
South	City R-4 & R-5, Medium & Medium-High Density Multiple-Family Residential	Single-Family Residence, Commercial Contractors	Multifamily
West	City B-3, General Business	Veterinary Clinic, Open Space (further west)	Community Business

Existing Use

The applicant's current bouldering gym is a single-story building, approximately 18 feet high and encompassing 5,730 square feet (sf). Although the original PUD site plan shows 15 parking spaces to the west and more than 10 parking spaces to the south, those areas are not used for parking: asphalt has deteriorated, borders are overgrown and striping has worn away (Exhibit I – Photos). The bicycle parking in the southwest corner is absent. The building is within the general Building Area shown in the Final Development Plan.

Proposed Use

The applicant proposes to build a single-story, 60-foot-high, 6,240 sf, climbing facility, on the west side of the existing building, extending to within approximately 10 feet of the west property line (Exhibit D – Application; pages A1.0, T1, 7, 8).⁵ It would have a 55-foot-high interior climbing wall.

⁴ Plan Case 1456-S-91.

⁵ Project areas listed in the Application were preliminary and have been revised, and are reflected in this staff report.

The applicant also proposes to extend the south end of the existing building to within 20 feet of the south property line, expanding it approximately 1,520 sf to create a yoga studio, locker rooms, and an outdoor seating area. Overall, the building would increase in area 7,760 sf, to 13,490 sf. This expansion would increase the overall shopping center size from 73,870 sf to 81,630 sf (11%).

Discussion

Original Declaration and Proposed Changes

Minor changes to the Declaration require only property owner and tenant consensus; these may be approved by the Zoning Administrator.⁶ Major changes require City Council approval. The original Declaration is laid as follows (Exhibit E) and proposed changes are shown as mark-up in Exhibit F.

Preliminary:

Changes to this section would be minor, and no changes are proposed to this section.

I. Common Area Development

This section establishes the Common Areas, and requires that all buildings have a parking area that is available for common use. The original approved Final Development Plan laid out three Building Areas of delineated sizes and proposed land uses (Exhibit E). The overall development of the shopping center proceeded in general location and scope, but has varied in actual uses over the years.

Paragraph 2 requires that buildings shall not be established or maintained without providing a common parking facility. The parking area is shared amongst the tenants and originally included 430 vehicle parking spaces and 42 bicycle parking spaces. Only 339 parking spaces were required using the original proposed uses, after crediting a 15% reduction for shared parking; this originally gave a 91-parking space surplus. The applicant reviewed the current and proposed land uses in the shopping center and calculated that 363 parking spaces would be required using parking rates for the current zoning uses, including for the proposed climbing facility and crediting the 15% parking space reduction for shared parking. The proposed expansion would eliminate approximately 26 parking spaces, leaving 404 parking spaces: 41 spaces more than are required.⁷

Staff recommends that the Final Development Plan be revised to remove the 26 parking spaces west and south of the southwest Retail Building Area shown in Exhibit B of Exhibit E (1981 Final Development Plan), and to include a statement that parking must comply with the Urbana Zoning Ordinance, allowing for clear and straightforward compliance in the future. (Exhibit J – Modified Declaration). Changes to this section are major and require property owner and Parcel A tenant consensus, and City Council approval.

II. Easements

Changes to this section would be major, but no changes are proposed to this section.

III. Operation and Maintenance of Common Area

This section addresses how the common areas are to be operated collaboratively between the employees and occupants of the shopping center, including designation of parking spaces, paying taxes

⁶ Section XIII-3.L. Special Development Provisions – Planned Unit Developments – Changes in the Approved Development Plan. – Urbana Zoning Ordinance.

⁷ 430 parking spaces provided – 26 spaces eliminated = 404 spaces remaining – 363 required spaces = 41 surplus spaces.

and assessments and insurance, and management of the stormwater detention basin. It also restricts building to only the “portions designated ‘Building Area.’”

Sentence 1 states: “No building, structure or barriers of any kind shall be erected on any portion of Parcels A, B and C, except upon those portions designated "Building Area", "Barrier Median" and "Pylon Sign", on Exhibit B [the recorded Final Development Plan] hereof...” The proposed expansions westward and southward would be outside the existing 6,600 sf Building Area envelope, and would increase the shopping center’s total building area 7,760 sf, from 73,870 sf to 81,630 sf (11%). This proposed expansion would increase the Floor-Area Ratio to only 0.25, still only 6.3% of the current maximum 4.0 FAR.

Staff recommend that the southwest Retail Building Area shown on Exhibit B of Exhibit E (1981 Final Development Plan) be expanded to 10 feet from the west property line and 20 feet from the south property line (Exhibit J – Modified Declaration). These setbacks from the property lines may be increased to meet regulatory requirements during the building permit plan review process. Changes to this section are major and require property owner and Parcel A tenant consensus, and City Council approval.

IV. Party Wall and Building Restrictions

Changes to this section are minor and require only property owner and Parcel A tenant consensus, and Zoning Administrator approval.

V. Restrictions on Use.

Changes to this section are minor and require only property owner and Parcel A tenant consensus, and Zoning Administrator approval.

VI. General Provisions.

Changes to this section would be minor, and no changes are proposed to this section.

Review of PUD Change Criteria

As stated earlier, the Zoning Administrator may approve minor changes to an adopted PUD plan.⁸ These align with the proposed amendments that require only property owner and Tenant A consent. Major changes require approval by City Council rather than the Zoning Administrator. Section XIII-3.L describes these minor changes; staff have analyzed the proposed both minor and major changes in relation to these criteria. These criteria – and the applicant’s responses – are included in a modified fashion in the Application (Exhibit D). Will the changes to the PUD:

1. Substantially alter the overall use or character of the development, as approved by the City Council?

The proposed modifications would not alter the overall use or significantly alter the character of the shopping center, as originally approved by the City Council.

⁸ Section XIII-3.L. Special Development Provisions – Planned Unit Developments – Changes in the Approved Development Plan. – Urbana Zoning Ordinance.

2. *Significantly increase the overall lot coverage of structures, individual building height, or intensity of use, resulting in the development plan no longer meeting the approval criteria specified in Section XIII-3.K?*

The proposed development – one potential development allowed under the proposed amendments – would increase the overall lot coverage by only 11%, well below the maximum Floor-Area Ratio allowed by the underlying B-3 zoning (proposed 0.25 vs. maximum 4.0). It would also allow a 60-foot-high climbing facility that is similar in height to the trees that buffer it from the adjacent animal hospital. This building height complies with the underlying B-3 zoning regulations. It would not increase the intensity of use of the shopping center.

3. *Significantly reduce approved open space, setbacks, off-street parking and loading space, or required street widths, resulting in the development plan no longer meeting the approval criteria specified in Section XIII-3.K?*

The proposed changes to the PUD would not affect open space, setbacks, loading spaces or required street widths. The proposed development itself would eliminate 26 overgrown and unused parking spaces, leaving a surplus of at least 40 parking spaces.

4. *Create problems regarding pedestrian, bicycle, and vehicular traffic circulation, public safety, emergency access, or public utilities?*

The proposed development eliminates only parking spaces that are not currently usable, and would not affect pedestrian, bicycle or vehicular traffic circulation. A clear lane at least ten feet wide would remain, facilitating public safety, emergency access, and public utilities.

5. *Necessitate additional waivers to the Urbana Subdivision and Land Development Code?*

No additional waivers would be required.

Public Input & Plan Commission

Staff published a legal ad in *The News-Gazette* to notify the public of the request and public hearing 15 days prior to the Plan Commission meeting. Staff also sent letters to 25 neighboring property owners (within 300 feet of the subject property), notifying them of the request, and posted two public hearing signs on the property. The applicant also forwarded staff a copy of a letter from CIBM Bank – one of the property owners required by the Declaration to consent to the proposed changes – stating their lack of objection to the proposed building expansion (Exhibit K).

On July 21, 2022, the Plan Commission held a public hearing on this case. Will Thomas spoke on behalf of the design team, and Alex Bragg spoke as the property owner. No members of the public spoke at the meeting. Staff clarified that, although the zoning ordinance permits the existing and proposed recreation uses at the site, the Declaration prohibits recreational uses and would need to be modified to allow the proposed expansion. Staff affirmed that some of the proposed changes to the PUD would require only property owner and Parcel A tenant consent and Zoning Administrator approval, while other proposed changes would require City Council approval. In addition, if City Council approves the changes, owners and tenants must still consent to those changes per the terms of the Declaration.

Staff confirmed that sections of the Declaration were being changed to require compliance with the zoning ordinance rather than referring to an arbitrary list of prohibited uses, or required number of parking spaces, or a maximum height or other development limit. After no further discussion, the Plan Commission voted to forward the case to City Council with a recommendation to approve the request, with two conditions: a) that the applicant must obtain consent to the modifications of the Declaration and Development Plan from all of the property owners and the tenants of Parcel A; and 2) that construction of the proposed climbing facility must be in general conformance with the site plan as included in the Application as “Urbana Boulders Climbing Addition” dated June 17 and “Urbana Boulders Addition” dated June 24, 2022 (five ayes, zero nays).

Summary of Findings

1. Rocinante Holdings, LLC, represented by Andrew Fell, requests an amendment to the Northgate Plaza Planned Unit Development (PUD) to allow construction of an indoor climbing facility next to their existing building – Urbana Boulders – at 1502-½ Cunningham Avenue in the B-3, General Business, Zoning District.
2. Urbana Boulders has operated at this located since 2015 as a bouldering gym in a one-story, 5,230 sf building. The proposed climbing facility and yoga studio expansion would be approximately 60-feet high at its highest point and contain an additional 7,760 sf.
3. The Declaration of Restrictions, Grant of Easements, and Establishment of Party Wall Rights approved by Urbana City Council on May 18, 1981, as part of the Northgate Plaza Planned Unit Development currently requires all buildings to be accompanied by parking space provision, restricts buildings to delineated Building Areas, limits buildings to one-story in height and complementary to shopping center character, and prohibits recreation and training facilities. The Declaration permits modifications to its language: some changes require only consent by property owners and Parcel A tenants, other changes also require Urbana City Council approval.
4. The proposed expansion would eliminate 26 parking spaces, and would extend outside the delineated Building Area. If consented to by property owners and Parcel A tenants, the Final Development Plan should be revised to expand the Building Area to within 10 feet of the west property line and 20 feet of the south property line, and to require parking to comply with the Urbana Zoning Ordinance.
5. The proposed climbing facility would be 60 feet high. If consented to by property owners and Parcel A tenants, the Declaration should be revised to delete Section IV, paragraph 3 to allow modifications to be regulated by the Urbana Zoning Ordinance.
6. The proposed climbing facility would be a “recreational facility” currently prohibited by the Declaration. (The existing Urbana Boulders use already violates this private provision.) If consented to by property owners and Parcel A tenants, the Declaration should be revised to delete Section V “Restrictions on Uses” to allow uses to be regulated by the Urbana Zoning Ordinance.

Options

City Council has the following options in Plan Case 2454-PUD-22:

1. Approve the Ordinance to amend the existing Northgate Plaza Planned Unit Development as proposed in Exhibit J – Modified Declaration and Development Plan, based on the findings outlined in this memo; or
2. Approve the Ordinance to amend the existing Northgate Plaza Planned Unit Development to City Council as proposed in Exhibit J – Modified Declaration and Development Plan, with any conditions deemed appropriate or necessary for the public health, safety, and welfare, and to carry out the purposes of the City’s municipal code conditions; or
3. Deny the Ordinance. If the City Council elects to do so, it should articulate the findings supporting its denial.

Recommendation

On July 21, 2022, the Plan Commission voted with five ayes and zero nays to forward Plan Case No 2454-PUD-22 to the City Council with a recommendation for **APPROVAL** with the following conditions:

1. That the applicant must obtain consent to the modifications of the Declaration and Development Plan from all of the property owners and the tenants of Parcel A; and
2. That construction of the proposed climbing facility must be in general conformance with the site plan as included in the Application as “Urbana Boulders Climbing Addition” dated June 17 and “Urbana Boulders Addition” dated June 24, 2022.

Staff concurs with the Plan Commission recommendation.

Attachments:

- Exhibit A: Location & Land Use Map
- Exhibit B: Zoning Map
- Exhibit C: Future Land Use Map
- Exhibit D: Application for Amendment to PUD
- Exhibit E: 1981 Original PUD Recorded Documents
- Exhibit F: 1991 Amended PUD Recorded Documents
- Exhibit G: 1991 Minor Development Recorded Documents
- Exhibit H: Aerials of PUD
- Exhibit I: Photos of PUD
- Exhibit J: Modified Declaration and Development Plan

cc: Andrew Fell, Applicant
 Alex Bragg, Rocinante Holdings, LLC, Owner

ORDINANCE NO. _____**AN ORDINANCE AMENDING NORTHGATE PLAZA PLANNED UNIT DEVELOPMENT**

(Rocinante Holdings, LLC at 1502-1/2 Cunningham Avenue / Plan Case 2454-PUD-22)

WHEREAS, the City of Urbana (“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, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, on May 18, 1981, the Urbana City Council passed Ordinance No. 8081-120, approving a planned unit development (“PUD”) for Busey 1st National, to be known as Northgate Plaza Planned Unit Development, on approximately nine acres generally located at the southeast corner of Cunningham Avenue and Perkins Road; and

WHEREAS, the original PUD Declaration and Development Plan requires all buildings to be accompanied by parking space provision, restricts buildings to delineated Building Areas, limits buildings to one-story in height and complementary to shopping center character, and prohibits recreation and training facilities; and

WHEREAS, Rocinante Holdings, LLC, an owner of one of the parcels, would like to expand their existing recreational facility with a sixty-foot-high structure that would be outside the Building Area designated in the original PUD Declaration and Development Plan, and would eliminate approximately 26 parking spaces, and has applied to amend the PUD Declaration and Development Plan to not restrict this expansion; and

WHEREAS, such application was presented to the Urbana Plan Commission as Plan Case No. 2454-PUD-22, and said commission held a public hearing on the proposed amendment at 7:00 p.m. on July 21, 2022, in accordance with Sections XI-2 and XIII-3 of the Urbana Zoning Ordinance and Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14); and

WHEREAS, after due publication, the Urbana Plan Commission voted with five (5) ayes and zero (0) nays to forward Plan Case 2454-PUD-22 to the Urbana City Council with a recommendation to approve the amendment to the PUD as directed in Section 1 herein, subject to the conditions specified in Section 2 herein; and

WHEREAS, the amendment described herein conforms to the goals, objectives, and policies of the 2005 Comprehensive Plan, as amended from time to time; and

WHEREAS, the City Council, after due consideration, finds that the proposed amendment to the Northgate Plaza Planned Unit Development is consistent with the requirements and general intent of Section XIII-3 of the Urbana Zoning Ordinance, is in the best interests of the residents of the City, and is desirable for the welfare of the City's government and affairs.

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

Section 1.

The "Declaration of Restrictions, Grant of Easements, and Establishment of Party Wall Rights" and the "Final Development Plan," as recorded in the Champaign County Recorder of Deeds as Document No. 1981R9107, shall be amended as shown in Attachment A, which is hereby incorporated by reference.

Section 2.

This amendment is effective only upon fulfillment of the following conditions:

- That the applicant must obtain consent to the modifications of the Declaration and Development Plan from all of the property owners and the tenants of Parcel A; and
- That construction of the proposed climbing facility must be in general conformance with the site plan as included in the Application as "Urbana Boulders Climbing Addition" dated June 17 and "Urbana Boulders Addition" dated June 24, 2022, as shown in Attachment B, which is hereby incorporated by reference.

Section 3.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. The City Clerk is directed to publish this

Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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 date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this date day of Month, Year.

Diane Wolfe Marlin, Mayor

DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND ESTABLISHMENT OF PARTY WALL RIGHTS

THIS DECLARATION OF RESTRICTIONS, AND ESTABLISHMENT OF PARTY WALL RIGHTS, GRANT OF EASEMENTS, AND ESTABLISHMENT OF PARTY WALL RIGHTS, is made as of this ____ day of ____, 2022, by insert name of Declarant, hereinafter called "Declarant." This instrument is, for convenience, hereinafter referred to as a "Declaration."

PRELIMINARY:

1. Declarant owns certain real property situated in the City of Urbana, County of Champaign, State of Illinois, described in Exhibit A, attached hereto and incorporated herein by reference. Said real property is divided into three (3) Parcels, which are hereinafter referred to separately as Parcels A, B, and C, which Parcels are hereinafter collectively referred to as the "Shopping Center." Attached hereto as Exhibit B is a plot plan of the Shopping Center, which is hereby incorporated herein by reference.

2. Declarant plans the development of the Shopping Center as an integrated retail sales area for the mutual benefit of all real property in the Shopping Center, and for such purposes Declarant does hereby fix and establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions"), upon and subject to which all of said Shopping Center, or any part thereof, shall be improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with said property and shall apply to and bind the respective successors in interest thereof, and all and each thereof, and is imposed upon said property as a mutual equitable servitude in favor of said property and any portion thereof.

3. Declarant anticipates the partial development of Parcels A and C at the present time and contemplates that Parcel B and the balance of Parcel C will also be ultimately developed for integration into the Shopping Center but, except as shown on Exhibit B, there are no firm plans for the development of Parcel B and the balance of Parcel C at the present time. Declarant does desire to provide certain restrictions and rights affecting Parcels B and C at this time, however, in contemplation of their proposed integration into the Shopping Center.

I. COMMON AREA DEVELOPMENT

1. For the purposes of this Agreement, all of the area within the Shopping Center to be used in common shall be referred to as "Common Area" and said Common Area effectively includes all areas within the Shopping Center other than "Building Areas." Said Common Area is delineated on the plot plan, which is Exhibit B hereto, and said Common Area shall be developed substantially as shown on said Exhibit B.

2. In the development and use of Parcels A, B and C, there should not be established or maintained any building, structure, or areas for the transaction of business, whether for retail stores or other purposes, for which there shall not be established and maintained a Common Area providing for parking facilities in a ratio as shown on the attached plot plan marked Exhibit B.

II. EASEMENTS

1. Declarant does hereby establish in favor of all subsequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

2. Declarant does hereby establish in favor of all subsequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and passage of pedestrians into, out of, on, over and across the Common Area from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

3. Declarant does hereby establish in favor of all subsequent owners of any portion of the Shopping Center non-exclusive easements under, through and across the Common Area of their respective Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities, and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities instrumentalities shall be installed and maintained below the ground level or surface of such easements.

4. Declarant does hereby establish in favor of all subsequent owners of Parcels within the Shopping Center where the Building Areas on said Parcels are immediately adjacent easements for footings, foundations, and eaves (which includes, but is not limited to canopies and marquees) appurtenant to any building or structure on any such Parcel in the Shopping Center which may encroach into or over an adjoining Parcel. Such encroachments, however, unless otherwise agreed by the adjoining Parcel owners, shall be limited to a horizontal extension of not more than three (3) feet; and provided further that such easements for foundations or footings shall not be effective if a building has been constructed and exists within the applicable easement area, and the easement for overhangs in the event a building has been constructed within the applicable easement area shall be effective only with respect to that area above the existing building. In the event any easement for foundations or footings is utilized, the owner subject to the easement area shall have the right to use as a foundation for the wall of any building constructed on its Parcel any foundation or footing installed in the easement area granted pursuant to the provisions of this paragraph. It is the intention of Declarant hereby to provide that in consideration for the establishment of such easement over a particular parcel that the owner of such parcel shall have the right to use such extended foundations or footings in connection with any building constructed on such parcel so as to eliminate the need for any wasted space between buildings by allowing the walls of such buildings to be constructed immediately adjacent to each other.

5. Should any building constructed within the Shopping Center inadvertently encroach on any Parcel adjacent to said building in an area not covered pursuant to paragraph 4 above, which encroachment does not extend three (3) feet, the owner of the adjacent Parcel shall be deemed to have granted a perpetual easement for such encroachment.

6. Declarant does hereby establish in favor of all subsequent owners and occupants of Parcel A an easement over that portion of Parcel C shown on the attached Exhibit B for the purpose of maintaining, locating and erecting a free-standing pylon sign tower and sign to be located upon said Parcel, which easement shall also encompass the necessary wiring, conduit and attendant services thereto. The occupant of the building designated as "Drug Store" on Parcel C shall have the right (subject to local ordinance) to erect and maintain a sign on said pylon sign tower by paying to the occupant of the building located on Parcel A, one-half of the initial cost of constructing said sign tower, base and electrical service thereto. Said occupant of the building designated "Drug Store" on Parcel C shall submit the plan and specifications for said sign to the occupant of the building located on Parcel A for its prior written approval as to design and location thereof. Each of the signs located on said tower or towers shall be separately metered to the owner thereof.

III. OPERATION AND MAINTENANCE OF COMMON AREA

1. Areas to be used for motor vehicle parking purposes by employees or occupants of the Shopping Center may be designated within the Shopping Center from time to time by the owners of Parcels A, Band C, and the tenant, if any, of Parcel A acting unanimously. No employee of any owner, lessee, or other occupant of any part of the Shopping Center shall use any portion of the Common Area for motor vehicle parking purposes except such area or areas as may be designated in writing for such purposes as provided herein.

2. The owners of each of the parcels in the Shopping Center shall pay all taxes and assessments when due on their respective parcels. Each of said owners shall provide public liability insurance with limits of not less than \$300,000.00 for each individual and \$500,000.00 for each accident, and \$100,000.00 for property damage to cover all claims or judgments arising from the use of their respective parcels, and each shall supply the others, or the others' tenants, with certificates of such insurance. The policies of such insurance shall provide that the insurance represented by such certificate shall not be changed or cancelled without the giving of ten (10) days written notice to the holder of such insurance and, the holder of such certificates. The owners of each of the parcels in the Shopping Center shall maintain the Common Areas on their respective parcels, as shown on Exhibit B, in good condition and repair, including without limitation striping, patching, resurfacing, cleaning, drainage, providing electrical service thereto, and keeping same free of ice and snow. It is understood and agreed, however, that the owner of Parcel A shall be responsible for reimbursing to the owner of Parcel C for any maintenance cost and charges for the maintenance and the repair of the retention basin as shown on Exhibit B for 47.13% of such maintenance charges and costs. If any of such owners shall fail to so pay taxes and assessments when due, or maintain such insurance, or fail to so maintain said Common Area, the other owners or tenants of owners may pay said taxes, provide such insurance and/or perform such maintenance as required. The curing owner or

owner's tenant may then bill the defaulting owner for the expense incurred. The defaulting owner shall then have fifteen (15) days within which to pay said bill, and if the defaulting owner does not so pay, the curing owner shall have a lien on the parcel of said defaulting owner for the amount of said bill, which amount shall bear interest at the rate of fifteen per cent (15%) per annum until paid.

The lien provided for above may be filed for record by the curing owner as a claim of lien against the defaulting owner in the office of the Recorder of Deeds of Champaign County, Illinois, signed and verified, which shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses.
- (ii) A description of the portion of the Shopping Center which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property, which is the subject of the alleged lien.

Such lien, when so filed and recorded against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing such lien. Such lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

3. No building, structure or barriers of any kind shall be erected on any portion of Parcels A, Band C, except upon those portions designated "Building Area," "Barrier Median" and "Pylon Sign," on Exhibit B hereof, with the exception that there may be constructed and maintained upon or over said property a canopy or canopies projecting from such building area; and normal foundations and doors for ingress and egress may project from such building area; and, further, signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of the owners, or owners' tenants, of the other parcels. No signs other than the signs provided hereinabove, directional signs for guidance upon the parking and driveway areas, and the pylon signs depicted on Exhibit B hereof, shall be erected upon the parking area, driveway area, or building area, except such as are approved in writing by the owners of the respective parcels, plus the tenant, if any, of Parcel A.

IV. PARTY WALL AND BUILDING RESTRICTIONS

1. The southerly wall of the building, which is located on Parcel A, as depicted upon Exhibit B, is hereby declared to be a party wall. The owner of Parcel C, its tenants, successors, grantees, or assigns, shall have the right to use such wall as a party wall of a one (1) story building without having to obtain any permission or consent from the then owner or tenant, if any, of Parcel A; provided, however, that before said owner, tenant, successor, grantee or assign shall commence using such wall as a party wall, it shall first have paid to the party who developed Parcel A with buildings or its assigns, one-half of the cost incurred by said party developing Parcel A of constructing that portion of the party wall to be used by said owner, tenant, successor, grantee or assign (said cost being as determined by said party developing Parcel A), said sum to be equal to one-half of the product obtained by multiplying the per square foot cost of constructing the party wall by the number of square feet of said party wall to be used by said owner, tenant, successor, grantee or assign. Declarant does hereby establish an easement for the use of said party wall, both above

and below the surface of the ground, and including the footings and foundations thereof, for the purpose of constructing and maintaining said party wall and for the purpose of inserting in the party wall such beams, trestles, plates and other supports as the owner, tenant, successors, grantees or assigns may desire in order for the maintenance and construction of its building; provided, the same shall not weaken, damage or otherwise injure the party wall. In the case of weakening, damage to or destruction of the party wall or any part thereof, including but not limited to, the footings and foundations thereof, the expense of strengthening, rebuilding or repairing the party wall shall be borne equally by the respective owners of the Parcels utilizing the same; provided, however, that in the event such weakening, damage or destruction is the result of one of the parties' negligent acts or omission, such expense shall be borne solely by the negligent or omitting party. The length or the height of the party wall shall not be extended without first obtaining the express written consent of the respective owners of the parcels utilizing the same, plus the tenant of Parcel A, if any. In addition, the owners of the respective parcels shall carry and pay for fire insurance with extended coverage endorsement covering their improvements on the respective parcels, and each shall name the other as co-insureds under such insurance policies as to the party wall and shall furnish certificates of insurance showing such designation.

2. All buildings constructed on Parcels A, B and C shall be sprinklered by adequate automatic sprinkler system or shall contain an outside wall constructed so as to be considered a standard firewall meeting all the standards of the Illinois Inspection Bureau and allowing the rating of any building as a separate and distinct unit from any other building built on the respective parcels.

V. GENERAL PROVISIONS

1. Covenants Run With The Land. Each easement, restriction and covenant over the respective parcels shall be appurtenant to and for the benefit of the other parcels and each part thereof. Each covenant, restriction and undertaking as to the respective parcels shall be a burden thereon for the benefit of the other parcels and each part thereof.

The restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon the Declarant, its successors, grantees and assigns; provided, however, that if any owner sells a portion or all of its interest in any parcel owned by such owner and obtains from the purchaser thereof an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the vendor shall thereupon be released and discharged from any and all further obligations under this Agreement as such owner in connection with the property sold by it.

2. Duration. Except as otherwise provided herein, each easement created hereunder shall be for a perpetual duration and each covenant, restriction, and undertaking of this Declaration shall be for the term of fifty-five (55) years from the date hereof.

3. Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the owners of the property included within the Shopping Center, and the tenant, if any, of Parcel A, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4. Modification Provision. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all of the owners of the respective parcels, plus the tenant of Parcel A, if any, of the real property comprising the Shopping Center, and then only by written instrument duly executed and acknowledged by all of said owners, plus the tenant of Parcel A, if any, duly recorded in the office of the Recorder of Champaign County, Illinois. It is further understood and agreed this agreement shall not be changed without the approval of the City Council of the City of Urbana, Illinois in respect to the following provisions: All of the following sections: Section I, II with the exception of paragraph 6, the first sentence of paragraph 3 of Section III.

5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any owner to cancel, rescind or otherwise to terminate this Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7. Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null and void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, insert name of Declarant on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

ATTACHMENT A

Item F9.

IN WITNESS WHEREOF, Declarant has executed this instrument, all as of the day and year first above written.

DECLARANT

insert name of Declarant

By: _____

ATTEST:

By: _____

NOTARY PUBLIC STATEMENT FOLLOWS:

EXHIBIT ALEGAL DESCRIPTION OF OVERALL TRACT

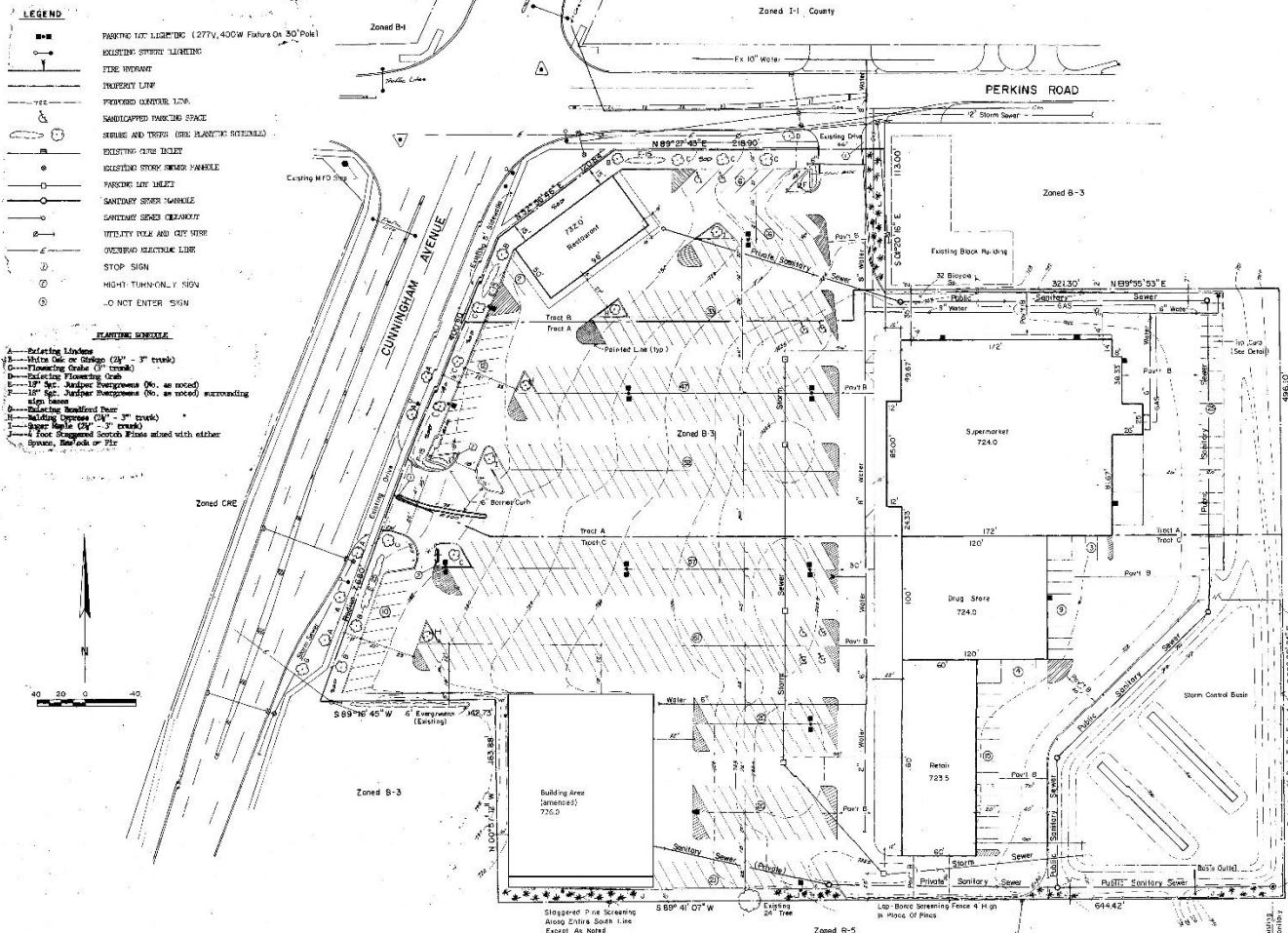
From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 291.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; Thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'13" East 218.90 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning encompassing 8.684 acres, in Champaign County, Illinois.

EXHIBIT B

FINAL DEVELOPMENT PLANS

NORTHGATE PLAZA

URBANA, ILLINOIS



SITE DATA

Total Parcel Area	378,275 S.F.
Reserved Area (Crop, etc. Base)	32,115 S.F.
Total "Shopping Center" Area	306,060 S.F.
Supermarket Building Area	29,511 S.F.
Other Retail Building Area	43,100 S.F.
Total Building Area	62,611 S.F.

Proposed development must comply with Shopping Center Ordinance for B-3, General Business, Zoning District.

PARKING KEY

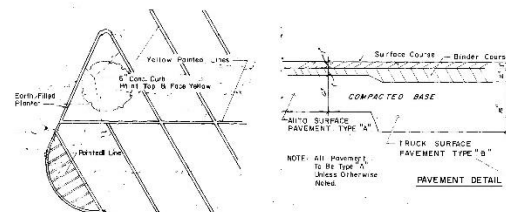
The Shopping Center must provide a minimum of 370 vehicle parking spaces. Bicycle parking must be provided in compliance with the Urbana Zoning Ordinance.

DRAINAGE CERTIFICATE

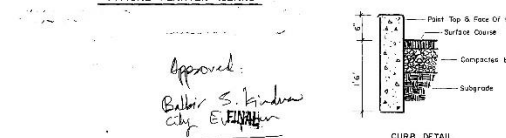
I hereby certify that to the best of my knowledge and belief to the extent that drainage of surface waters have been changed by the construction of this development, adequate provision has been made for collection and diversion of such surface water into public areas, or drainage which the subdivisor has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of said development.

William E. Sheridan
1939, 1935
April 28, 1981

Bosey First National Bank
Trustee under Trust No. 688



TYPICAL PLANTER ISLAND



Approved:
William E. Sheridan
City Engineer
5/15/81

Owner: Bosey First National Bank
Trustee under Trust No. 688
241 West Main Street
Urbana, Illinois 61801
Architects: Davis, Ogden & Edwards, Ltd.
P.O. Box 300, Springfield, Illinois 61102
Engineers: William E. Sheridan P.E., Illinois Land Surveyor
Huntington Development Corporation
233 West Springfield Avenue, Suite 304
Champaign, Illinois 61820
Consultants: Commonwealth Realty
Thomas C. Harrington, Jr.
201 West Springfield Avenue, Suite 304
Champaign, Illinois 61820

AGREEMENT OF MAINTENANCE

The owner, its successors and assigns, hereby agrees to maintain the retention basin as shown on the plan plat functional and in good operation. Such maintenance shall include but not be limited to keeping the premises mowed and free from debris and removal of any silt buildup that may reduce operating efficiency of the retention basin.

It is a further condition of this plat that the owner and its successors and assigns do hereby agree that the City of Urbana shall have a permanent right of ingress and egress for the purposes of inspection and the spraying and treatment of said retention basin for insect control.

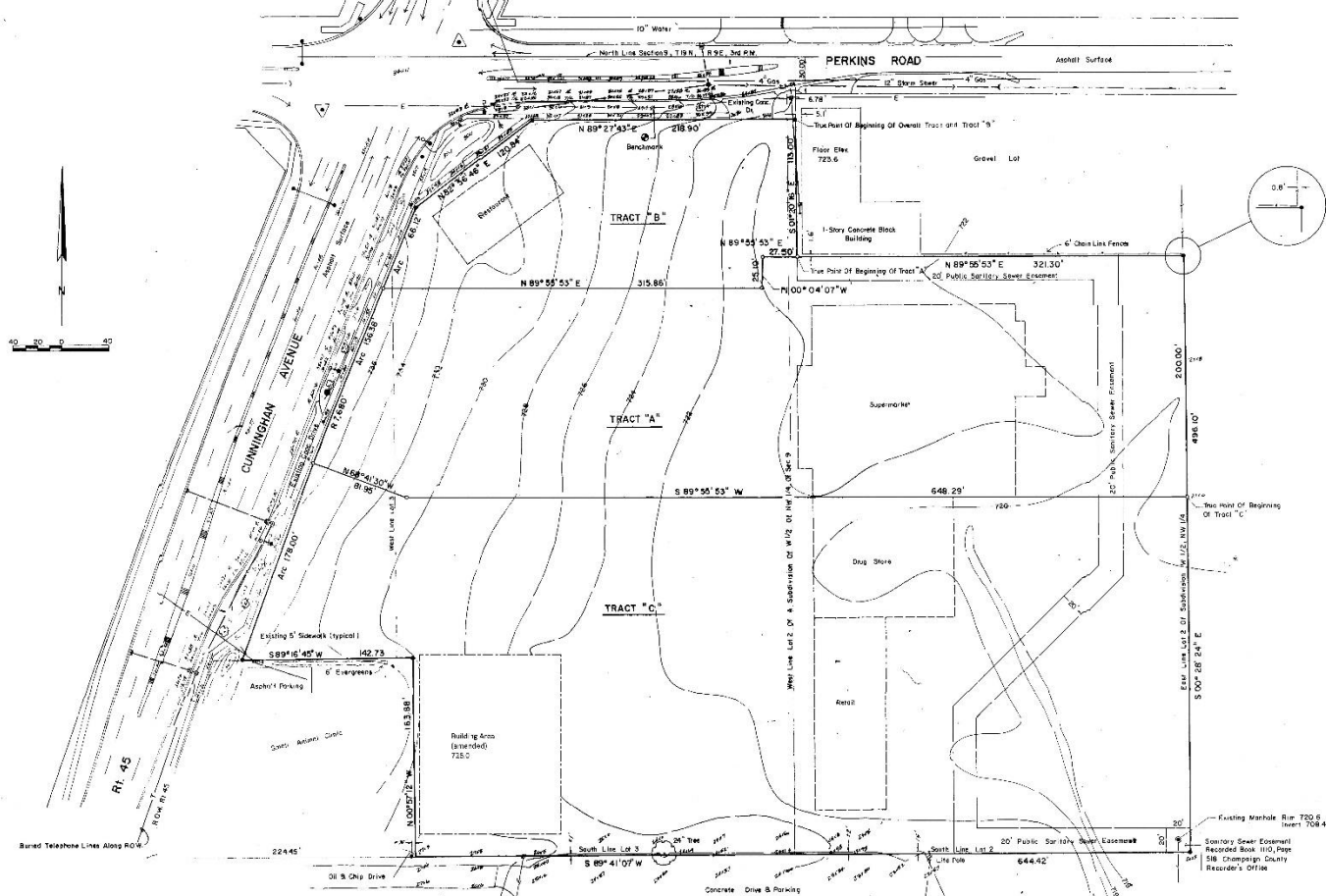
Maintenance of the said retention basin in a functional manner and in good operating order is an explicit condition of approval of the PUD and all occupancy permits are contingent thereon.

CONT'D.

Huntington Development Corporation, 231 S. Springfield, Champaign, Illinois, 61820, is hereby designated by the owner and its successors and assigns as the party to receive notice of notice from the City of Urbana, Illinois, in all matters in regard to the planter, development and plat. Any change in the person or entity to receive such notice shall be changed only by placing such change on file with the City Clerk of the City of Urbana, Illinois. The owner, successors and assigns hereby agree that there shall be in force and effect at all times a mutual area maintenance agreement in connection with the maintenance of the shopping center shown on this plat.

EXHIBIT B

A PART OF SEC.9, T19N, R9E, 3rd P.M.



	Iron Pipe Found
	Iron Pipe Set
	Storm Inlet
	Storm Sewer Manhole
	Power Pole With Guy Wire
	Overhead Power Line
	Street Light
	Traffic Signal Light
	Traffic Signal Control Manhole
	Pedestrian Control For Traffic Signal
	2" Tree (unless size otherwise noted)
	Spot Elevation Add 700.0 for USGS Datum
	Existing Contour Line

2 BM = Nail in power pole on south side of Perkins Road Approx. 60' west of north driveway. Elevation = 730.25' (USGS Datum)

DESCRIPTION OF SURVEY STATE FACTORS

A strip of ground, 20.00 feet in even width, 10.00 feet, each side of the fol-

[illegible]

I, William E. Sheridan, Illinois Registered Land Surveyor No. 2012, hereby certify that I have caused a survey to be made of the below described tracts for the purposes of developing said tracts into a planned unit development shopping complex. The survey of said parcels as reflected by this plat is true and accurate in all respects. I further certify that no part of the property so described is situated within 500 feet of a surface drain or water course serving a tributary area of 640 acres or more.

within 300 feet of a surface drain or
600 acres or more.

William E. Fournier
William E. Fournier 1968 1001
Used 5-8-81
Revised May 14, 1981

WILSON & JENSEN
REGISTERED
CADD
SURVEYOR
No. 1021
1961
OF ILL. 1975

LOCAL DESCRIPTION OF ORIGINAL TALL[illegible]

LEGAL DESCRIPTION OF TRACT "A"

[illegible]

LEGAL DESCRIPTION OF TRACT 'C'

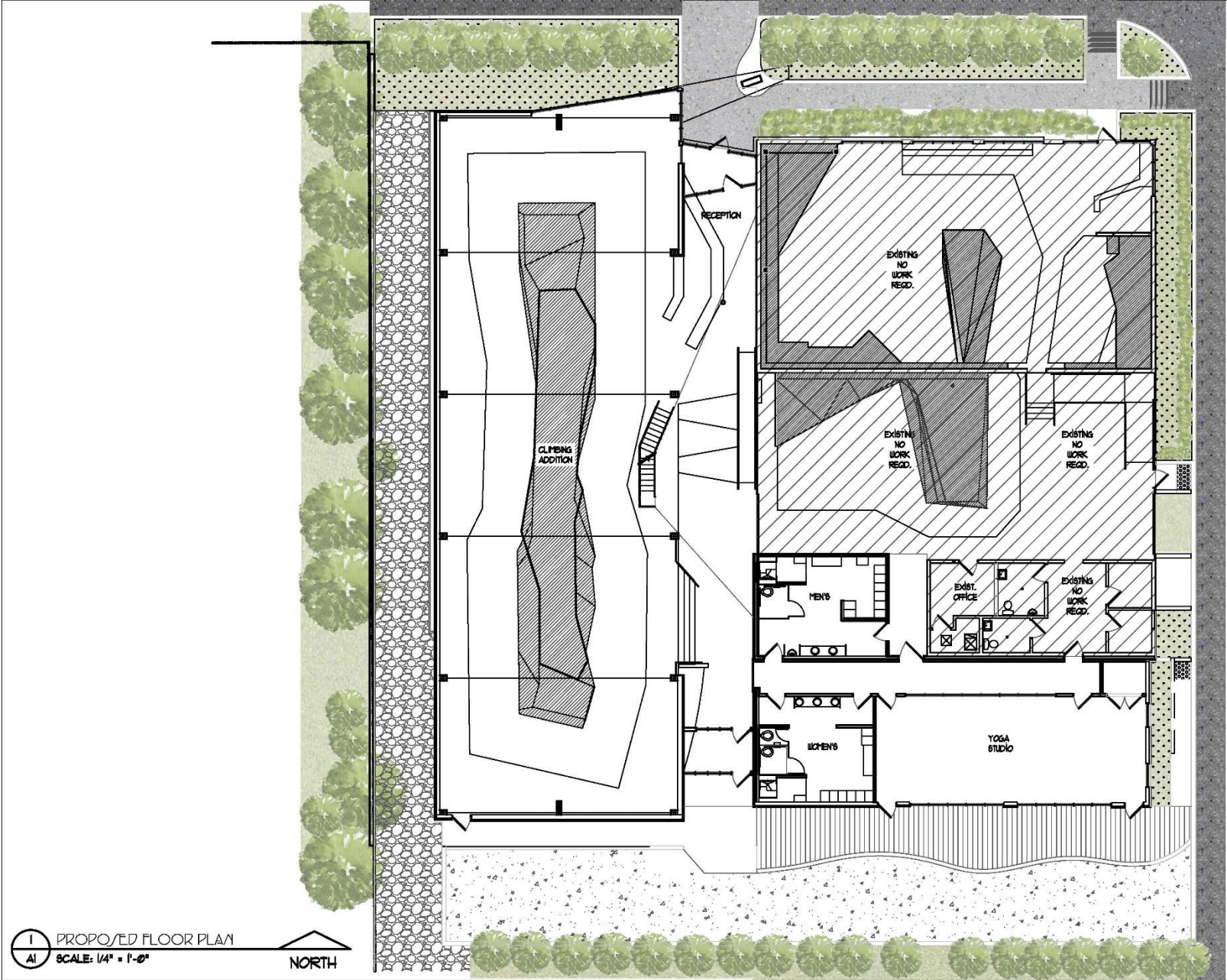
[illegible]

LEGAL DESCRIPTION OF TRACT "B"

[illegible]

Item F9.

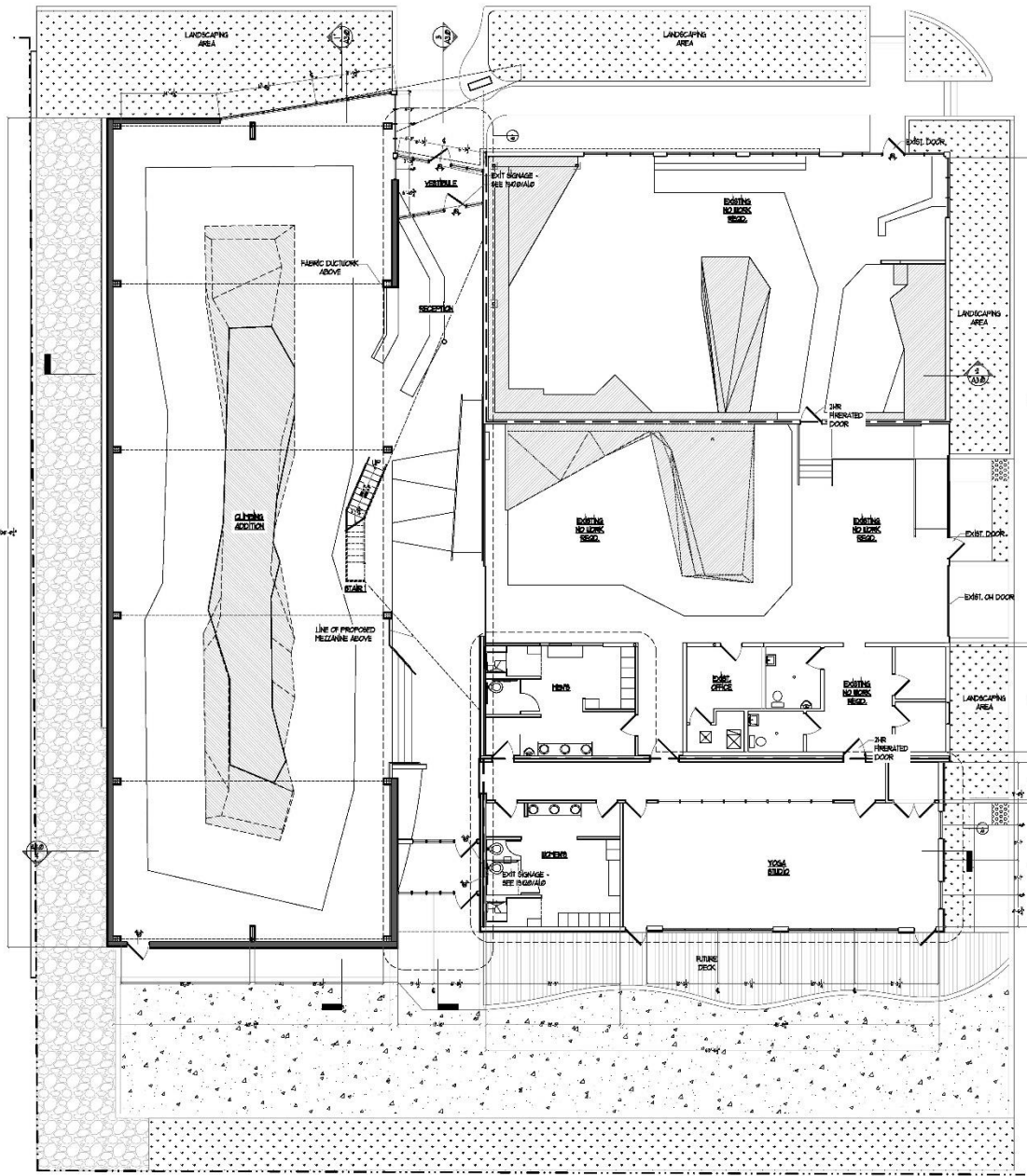




PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

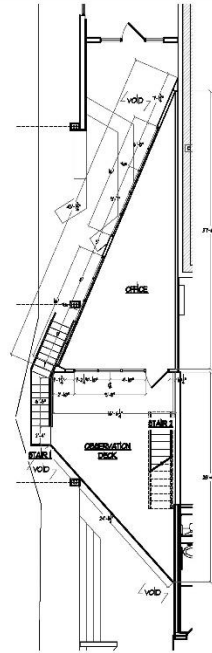
NORTH

Item F9.	
PROJECT # 22006	DATE: 06/17/2022
PLOT AREA	
ANDREW FELL ARCHITECTURE AND DESIGN 215 NORTH HANCOCK STREET, SUITE 401 BOULDER, COLORADO 80502 PHONE: 303.440.5800 WWW.ANDREWPELL.COM info@andrewfell.com	
These drawings and specifications are the property and copyright of Andrew Fell Architecture and Design. Design and shall not be used on any other work except by written permission of Andrew Fell Architecture and Design. Do not scale drawings. Dimensions shall be verified on the field. All work shall be brought to the notice of the architect prior to the commencement of any work.	
URABAMA BOULDER/ CLIMBING ADDITION 1502 N CUMMINGHAM AVE URABAMA, ILLINOIS 61802	
8	

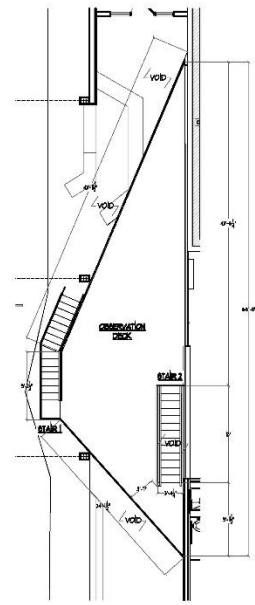


1 PROPOSED FLOOR PLAN
ALL SCALE: 1/8" = 1'-0"
NORTH

- NOTES:
- ALL WINDOWS & DOORS ARE EXISTING UNLESS OTHERWISE NOTED.
- NEW WALL - SEE EGRESS AND WALL TYPE PLAN FOR WALL TYPES
- 2 HR FIRE RATED WALL
- COMBINATION LED EXIT SIGN AND EMERGENCY LIGHT. LED EXIT SIGN THERMOPLASTIC HOUSING, IMPACT AND SCRATCH RESISTANT, UV STABILIZED, REPLACEABLE CHEVRONS, AUTOMATIC RECHARGE - PROVIDES MIN. 90 MINUTES OF ILLUMINATIONS - SIMILAR TO LITHONIA ECCR LED M6
- THERMOPLASTIC EMERGENCY LIGHT. PROVIDES MIN. 90 MINUTES OF ILLUMINATIONS. HIGH IMPACT THERMOPLASTIC HOUSING. MAINTENANCE FREE LEAD CALCIUM BATTERY. SIMILAR TO LITHONIA ELM2.



1 MEZZA/11TH FLOOR @108'
ALL SCALE: 1/8" = 1'-0"
NORTH



1 MEZZA/11TH FLOOR @115' (FUTURE PHASE)
ALL SCALE: 1/8" = 1'-0"
NORTH

PROJECT # 2004
DATE: 2002.06.24
BY: JCV

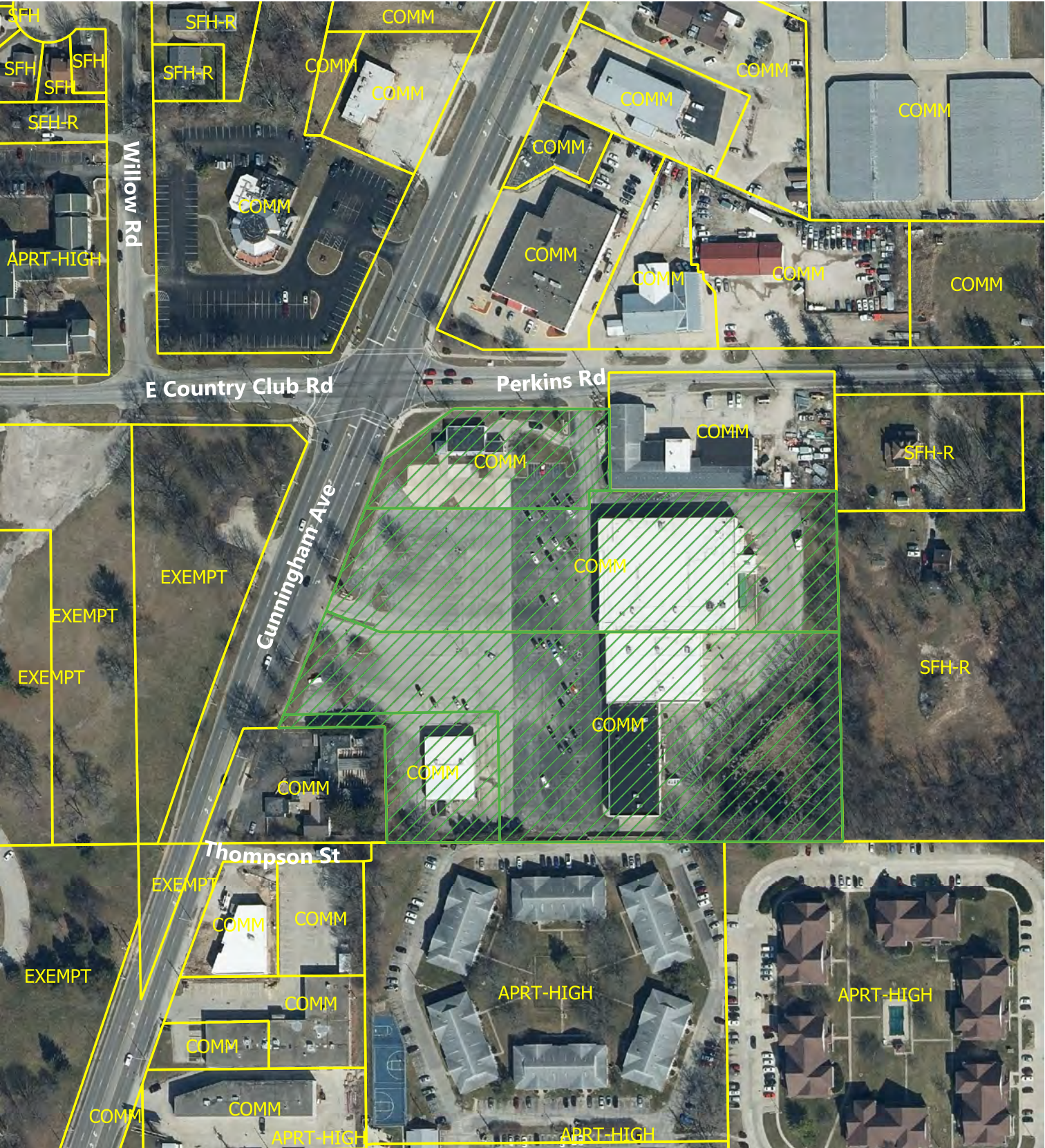
ANDREW FELL
ARCHITECTURE AND DESIGN
815 NORTH HICKORY STREET, SUITE 101
CHAMPAIGN, ILLINOIS 61820
PHONE: 219.244.1111
WWW.ANDREWPELL.COM
EMAIL: andrew@andrewfell.net

These drawings and specifications are the property of the architect and are to be used only for the project and site shown. Any other use without the written consent of the architect is prohibited. The architect assumes no responsibility for the construction of the project or for the safety of the building. The architect's liability is limited to the professional services rendered. The architect's liability is limited to the professional services rendered. The architect's liability is limited to the professional services rendered.

URBANA BOULDER
ADDITION
1502 N CUMMINGS AVE
URBANA, ILLINOIS

Exhibit A - Location & Land Use

Item F9.



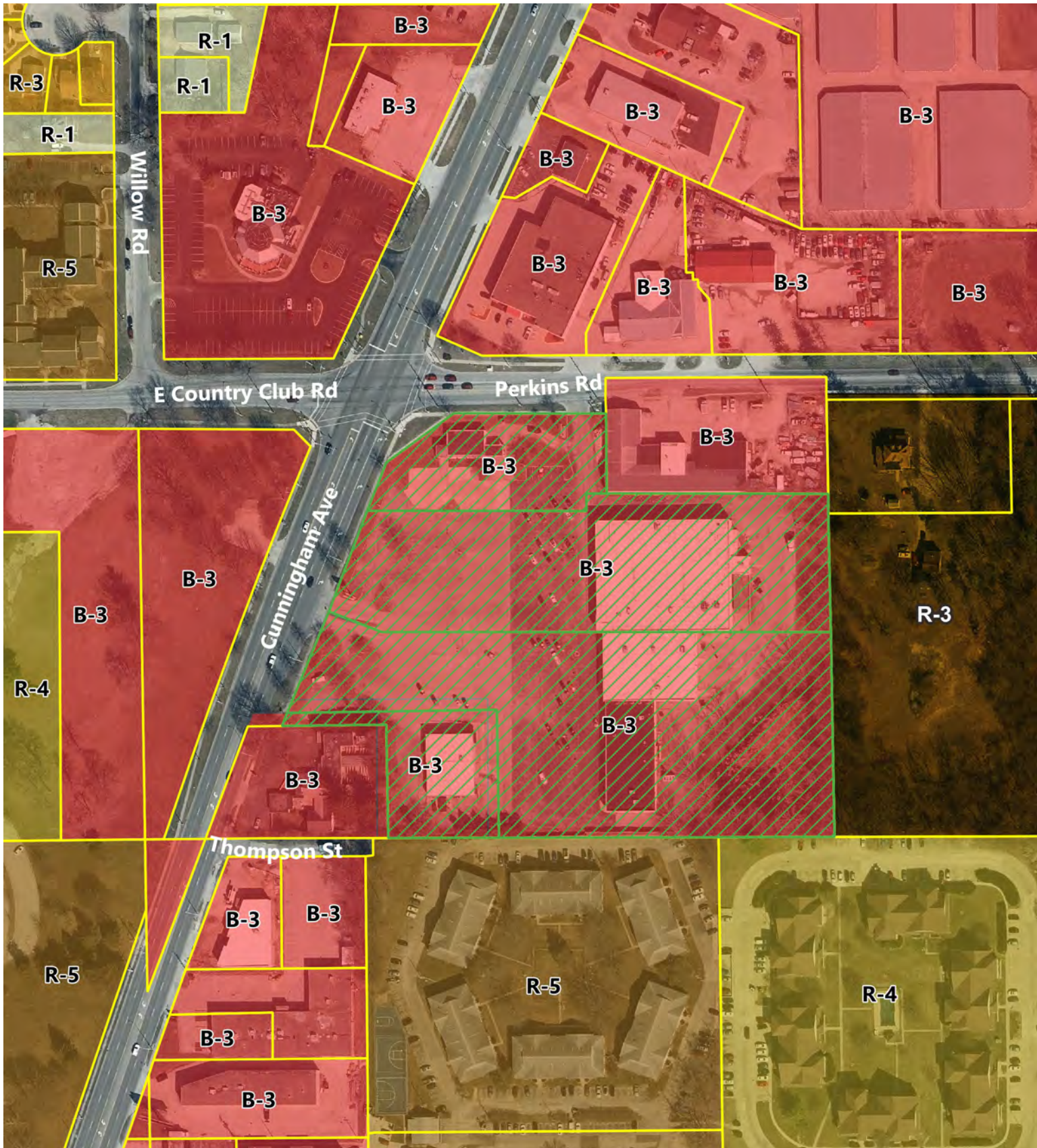
Case: 2454-PUD-22
Subject: Northgate Plaza PUD Amendment
Location: 1502-1/2 Cunningham Avenue
Applicant: Andrew Fell for Rocinante Holdings, LLC



Legend
[Green hatched box] SUBJECT PROPERTY

Exhibit B - Current Zoning

Item F9.



Case: 2454-PUD-22
Subject: Northgate Plaza PUD Amendment
Location: 1502-1/2 Cunningham Avenue
Applicant: Andrew Fell for Rocinante Holdings, LLC

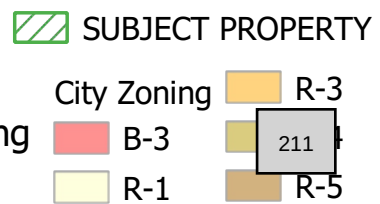
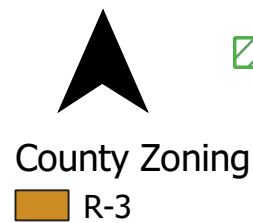
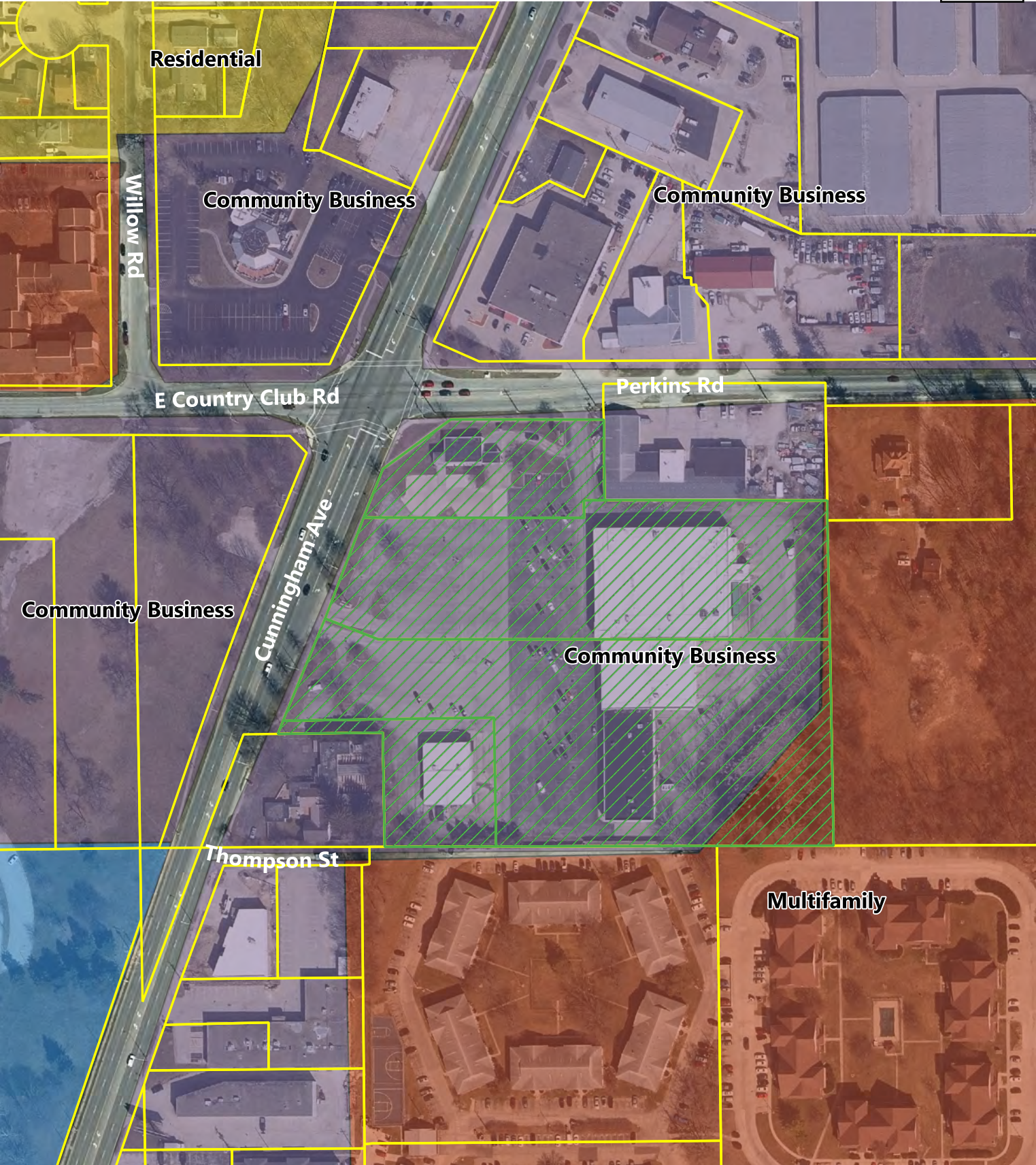
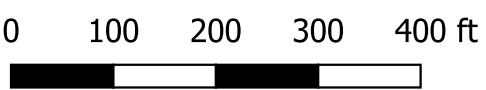


Exhibit C - Future Land Use

Item F9.



Case: 2454-PUD-22
Subject: Northgate Plaza PUD Amendment
Location: 1502-1/2 Cunningham Avenue
Applicant: Andrew Fell for Rocinante Holdings, LLC



 SUBJECT PROPERTY

Exhibit D: Application for Amendment to PUD

Item F9.



Application for a Planned Unit Development Amendment

Plan Commission

APPLICATION FEE - \$200.00

The Applicants are responsible for paying the cost of legal publication fees as well. The fees usually run from \$75.00 to \$125.00. The applicant is billed separately by the News Gazette.

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE ONLY

Date Petition Filed 06-21-2022 Plan Case No. 2454-PUD-22
Fee Paid - Check No. 7161 Amount \$200.00 Date 06-21-2022

An amendment to the 1981 PUD is requested in conformity with the powers vested in the Commission to recommend to the City Council under Section VII-5, E., 3, b.

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): **ANDREW FELL ARCHITECTURE AND DESIGN** Phone: **217-363-2890**
Address (street/city/state/zip code): **515 NORTH HICKORY, ST 101, CHAMPAIGN, IL 61820**
Email Address: **permits@andrewfell.com**
Property interest of Applicant(s) (Owner, Contract Buyer, etc.): **ARCHITECT**

2. OWNER INFORMATION

Name of Owner(s): **ROCINANTE HOLDINGS, LLC (ALEX BRAGG)** Phone: **217-634-6729**
Address (street/city/state/zip code): **1502 1/2 N CUNNINGHAM AVE, URBANA, IL 61802**
Email Address: **ALEX@URBANABOULDERS.COM**
Is this property owned by a Land Trust? ☐ Yes ☐ No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Address/Location of Subject Site: **1502 1/2 N CUNNINGHAM AVE, URBANA, IL 61802**
PIN # of Location: **91-21-09-103-023**
Lot Size: **32,216 S.F. (IRREGULAR SHAPE)**
Current Zoning Designation: **B-3**
Current Land Use (vacant, residence, grocery, factory, etc): **Bouldering Gym**
Proposed Land Use: **BOULDERING & CLIMBING GYM.**

Exhibit D: Application for Amendment to PUD

Item F9.

Legal Description: SEE ATTACHED

4. CONSULTANT INFORMATION

Name of Architect(s): ANDREW FELL ARCHITECTURE & DESIGN Phone: 217-363-2890

Address (street/city/state/zip code): 505 N HICKORY, STE 101, CHAMPAIGN, IL 61820

Email Address: PERMITS@ANDRWFELL.COM

Name of Engineers(s): BKB ENGINEERING

Phone: 217-532-2971

Address (street/city/state/zip code): 301 N NEIL, STE 400, CHAMPAIGN, IL 61820

Email Address: BBRADSHAW@BKBENG.COM

Name of Surveyor(s): BKB ENGINEERING

Phone:

Address (street/city/state/zip code):

Email Address:

Name of Professional Site Planner(s): BKB ENGINEERING

Phone:

Address (street/city/state/zip code):

Email Address:

Name of Attorney(s):

Phone:

Address (street/city/state/zip code):

Email Address:

5. REASONS FOR REQUEST FOR APPLICATION FOR AMENDMENT TO PUD

Explain the nature of the proposed amendment. SEE ATTACHED

Will the proposed amendment change the character of the PUD? Explain. SEE

ATTACHED

Exhibit D: Application for Amendment to PUD

Item F9.

Will there be an increase in the overall coverage of structures? If so, how much? **SEE**

ATTACHED

Will the proposed amendment result in an intensification of the use of the property? **SEE**

ATTACHED

Will the proposed amendment change the traffic circulation? If so, how? **SEE ATTACHED**

Will the proposed amendment decrease the amount of approved open space? If so, by how much?

SEE ATTACHED

Will the proposed amendment result in a reduction in the number of off-street parking spaces or loading spaces? If so, how many?

SEE ATTACHED

Will the proposed amendment result in a reduction of the pavement widths specified on the plan? If so, by how much?

SEE ATTACHED

What changes have occurred since the initial PUD was approved that make it necessary to now amend the Plan?

Exhibit D: Application for Amendment to PUD

Item F9.

See Attached

NOTE: *If additional space is needed to accurately answer any question, please attach extra pages to the application.*

By submitting this application, you are granting permission for City staff to post on the property a temporary yard sign announcing the public hearing to be held for your request.

CERTIFICATION BY THE APPLICANT

I certify all the information contained in this application form or any attachment(s), document(s) or plan(s) submitted herewith are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner's behalf.

Applicant's Signature

Date

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367

URBANA BOULDERS PUD AMENDMENT APPLICATION

5. REASONS FOR REQUEST FOR APPLICATION FOR AMENDMENT TO PUD

Explain the nature of the proposed amendment.

The initial PUD was executed in 1981 and a lot has changed since that time. None of the original tenants remain and many businesses have come and gone in forty plus years. The site being considered was initially a portion of the PUD, but was sold separately sometime in the past. It is now a separate property, but remains subject to the conditions of the 1891 PUD.

Urbana Boulders was established at this site in 2015 as a bouldering gym. A Bouldering Gym is a climbing facility where patrons free climb and are not tethered to a rope for fall protection. These climbs are very limited in height so someone falling lands on a pad. The desire is to construct a full climbing wall to a height of approximately 55' (industry standard) where climbers wear a harness and are roped to the structure. Obviously, by necessity, this is a substantial structure.

Due to the nature and contents of the initial PUD, approvals are required from some adjacent land Owners and some adjacent tenants. A signature sheet is attached.

As referenced from the 1981 PUD, approval items include:

Item 1. The Building itself

III: Operations and Maintenance of Common Area; Item 3 – As we are not constructing within the designated 'outline' of the initial PUD building proposal.

There was no restriction in the initial PUD to construct to any given building footprint. The building on Parcel A is drastically different in outline and placed completely differently on the site.

Item 2: The building height and number of stories

IV: Party Wall and Building Restrictions; Item 3 – The buildings are limited to one story.

The building is one story in height. This story happens to be approximately 60 feet in height, but it is a single story.

Item 3: The Building Use

V: Restrictions on Use; Item 1; A 'Recreational and Entertainment Use is not allowed, nor is a Training Facility.

Exhibit D: Application for Amendment to PUD

Item F9.

The Use of a Climbing Gym is a 'Recreational Use' and a 'Training Use' of sorts. However, this Use already exists on the site without the 1981 PUD having been amended, so this is not introducing any new Use to the development. Additionally, a 'Grocery Store' is not allowed and Dollar General acts in part as a Grocery Store.

Item 4: Parking

V: Restrictions on Use; Item 1; Parking requirements.

The design included in this PUD amendment conforms to the 1981 PUD Requirements. Reference attached material titled *PUD Building Area and Parking Count*. The math is too comprehensive to include here.

Each of these Items are already in conformance in certain respects, but in the interest of transparency, each is being requested thru this amendment.

Will the proposed amendment change the character of the PUD? Explain.

The Use and amendment as proposed does not alter the character of the PUD at all. It was created as a 'Shopping/Retail' Development and this amendment retains that character. This is an already established business in this location and we are expanding its footprint and viability. If this creates any change, it is only to enhance the other aspects of the PUD by bringing more visitors and patrons to utilize the neighboring businesses. The PUD, in its entirety, covers a large area with multiple buildings of varying scales, all relating to office and mercantile functions. The building face scale is very large, even though the building is not tall, it has a very large scale presence, especially with the current exterior scheme. The addition to the building in question is of a very similar scale, simply oriented in the opposite direction. This enhances the overall composition of the development – it does not detract from it.

Will there be an increase in the overall coverage of structures? If so, how much?

Yes. The Development increases by 6,876 s.f. This is an insignificant amount compared to the Development total of 82,111 s.f. The overall development is very large and additional square footage added has no affect on any aspects of the site.

Exhibit D: Application for Amendment to PUD

Item F9.

Will the proposed amendment result in an intensification of the use of the property?

We hope so. More intensive use of the property is a benefit to everyone in the development. Every tenant in the development benefits from increased user traffic.

Will the proposed amendment change the traffic circulation? If so, how?

There will be no change in traffic flow. There is some parking to the west and south of the subject property, but that parking is not currently utilized at all. The existing parking lot is vastly underutilized, and this use is primarily more busy during times when other development tenants are less busy.

Will the proposed amendment decrease the amount of approved open space? If so, by how much?

This project actually increases the amount of open space by adding the south patios. The open space added is relatively small and dedicated to the functions at Urbana Boulders. Virtually the entire site is currently either paved for parking or is occupied by buildings. There is really no perceptible Open Space in the development.

Will the proposed amendment result in a reduction in the number of off street parking spaces or loading spaces? If so, how many?

There is a reduction of approximately 26 parking spaces. 378 spaces remain. As illustrated in the accompanying parking calculation, there remains an excess of parking after this project is complete.

Will the proposed amendment result in a reduction of the pavement widths specified on the plan? If so, by how much?

Some pavement needs to be removed in order to construct the proposed additions, but this pavement is not 'critical' to any portion of the PUD. The pavement width at the west and south sides of the building is being reduced, and some parking eliminated, but this is pavement that is not currently 'used' for anything except water run off. The area in question is not used for parking, or any activities associated with the gym. The pavement being removed is essentially in unused areas 'behind' the subject property.

What changes have occurred since the initial PUD was approved that make it necessary to now amend the Plan?

The original PUD was executed in 1981.

A lot has changed in forty plus years.

I graduated from College, I now have a cell phone, a microwave oven, and my vcr has come and gone.

The World, and Business, and Urban Planning, and Social Norms are not the same.

The way 'malls' have shifted their way of operation has evolved over the decades and the retail and service industries have been forced to adapt or die. Anything to get customers into retail areas is a good thing.

What has changed is that it is now necessary to encourage retail and service traffic. Benign neglect no longer attracts the needed customer base. Any opportunity, any opportunity at all, to access more customers is a good thing. This project is a good thing for everyone involved, including the City of Urbana, which gains a unique and regionally drawing attraction.

SPECIAL WARRANTY DEEDThe Above Space is For Recorder's Use Only

THE GRANTOR, HD REAL ESTATE GROUP, LLC, an Illinois limited liability company, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to the GRANTEE, ROCINANTE HOLDINGS LLC, an Illinois limited liability company, the following described real estate, to-wit:

LOT 2 OF A REPLAT OF TRACT "C" OF NORTHGATE PLAZA, CITY OF URBANA, ILLINOIS, AS PER PLAT RECORDED JULY 19, 1991, IN PLAT BOOK "BB", AT PAGE 125, AS DOCUMENT NO 91R14742, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE COAL, OIL, GAS AND OTHER MINERAL TITLE UNDERLYING THE SURFACE OF SAID LAND, WHICH HAVE BEEN ACCEPTED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS.
PIN: 30-21-15-252-008

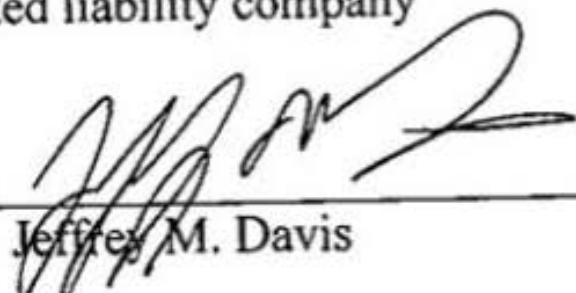
Address: 1502 N. Cunningham Ave., Urbana, IL 61802

Grantor, covenants and agrees with Grantees and the successors and assigns of Grantees, that Grantor will forever warrant and defend the title to the land conveyed against lawful claims and demands of all persons claiming the same or any part of it by, through, or under Grantor.

Dated this 12th day of August, 2021.

HD REAL ESTATE GROUP, LLC, an Illinois
limited liability company

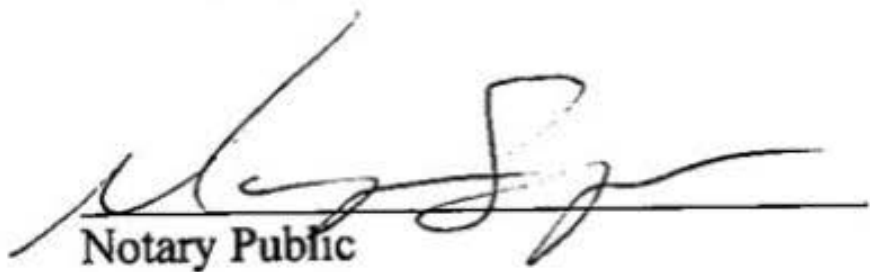
By: _____


Jeffrey M. Davis

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public for the State of Illinois, certify that Jeffrey M. Davis, as authorized signatory of HD REAL ESTATE GROUP, LLC, an Illinois limited liability company, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of HD REAL ESTATE GROUP, LLC for the uses and purposes therein set forth.

Dated: August 12, 2021


Notary Public

Send tax bill to and
After Recording Return to:
Rociante Holdings LLC
1502 N. Cunningham Ave. *601 S. Poplar*
Urbana, IL 61802



Prepared by:
Jeffrey M. Davis
MEYER CAPEL
A PROFESSIONAL CORPORATION
306 West Church Street
Champaign, IL 61826-6750



URBANA BOULDER

CLIMBING ADDITION

1502 N CUNNINGHAM AVE
URBANA, ILLINOIS 61802

OPTION 1



OPTION 2



OPTION 3



OPTION 4



PROJECT # 22006
DATE: 06/17/2022
PUD AMEND

ANDREW FELL
ARCHITECTURE AND DESIGN
815 NORTH HICKORY STREET, SUITE 101
CHAMPAIGN, ILLINOIS 61820
PHONE: 217.353.2800
WWW.ANDREWFELL.COM
EMAIL: andrewfell@comcast.net

These drawings and specifications are the property and copyright of Andrew Fell Architecture and Design and shall not be used on any other work except by written agreement with the Architect. Only written dimensions shall be used. Do not scale drawings. Dimensions shall be verified on the job site. Any discrepancy shall be the responsibility of the Architect prior to the commencement of any work.

URABANA BOULDER
CLIMBING ADDITION
1502 N CUNNINGHAM AVE
URBANA, ILLINOIS 61802

T1



Exhibit D: Application for Amendment to PUD

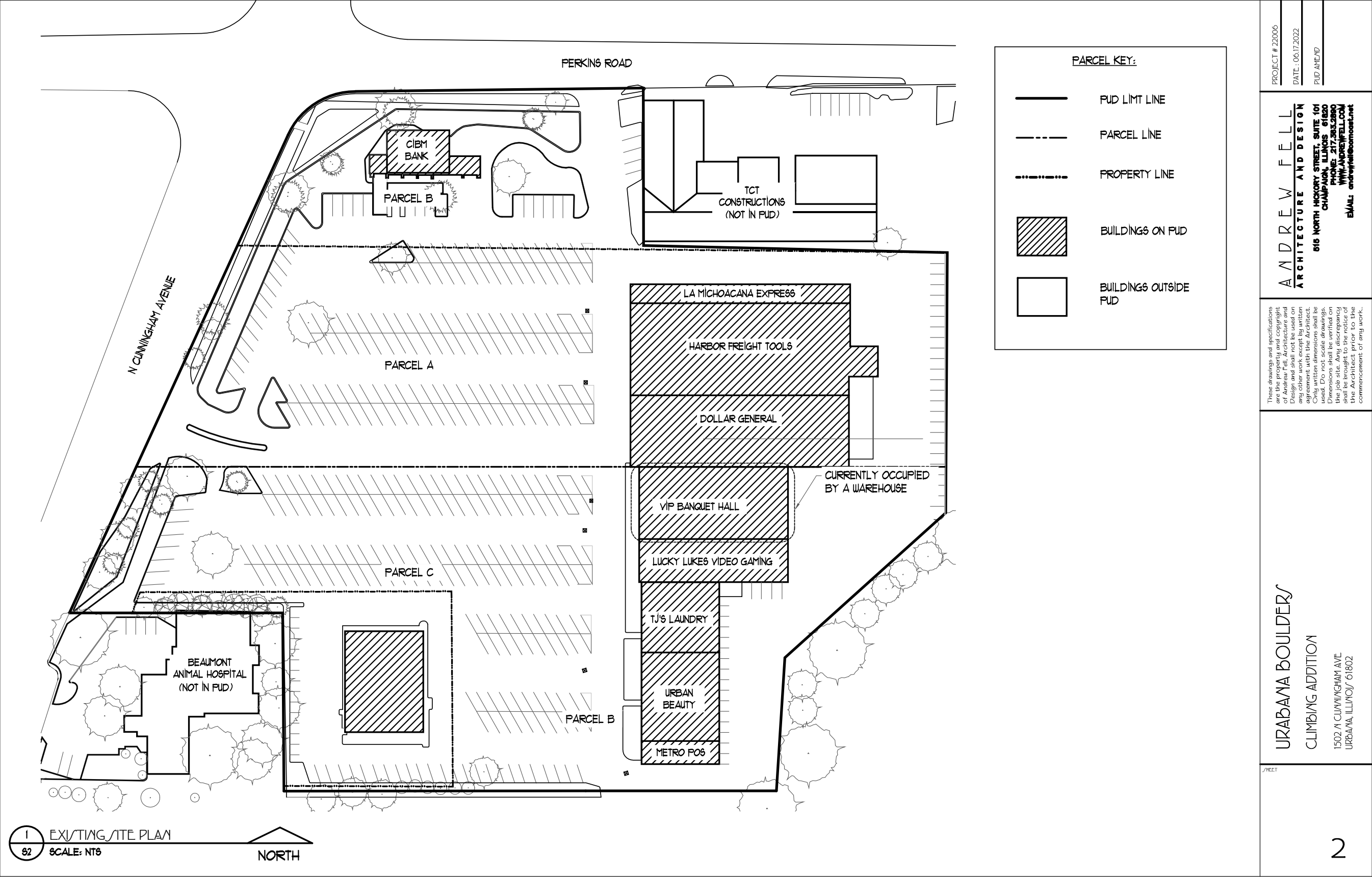
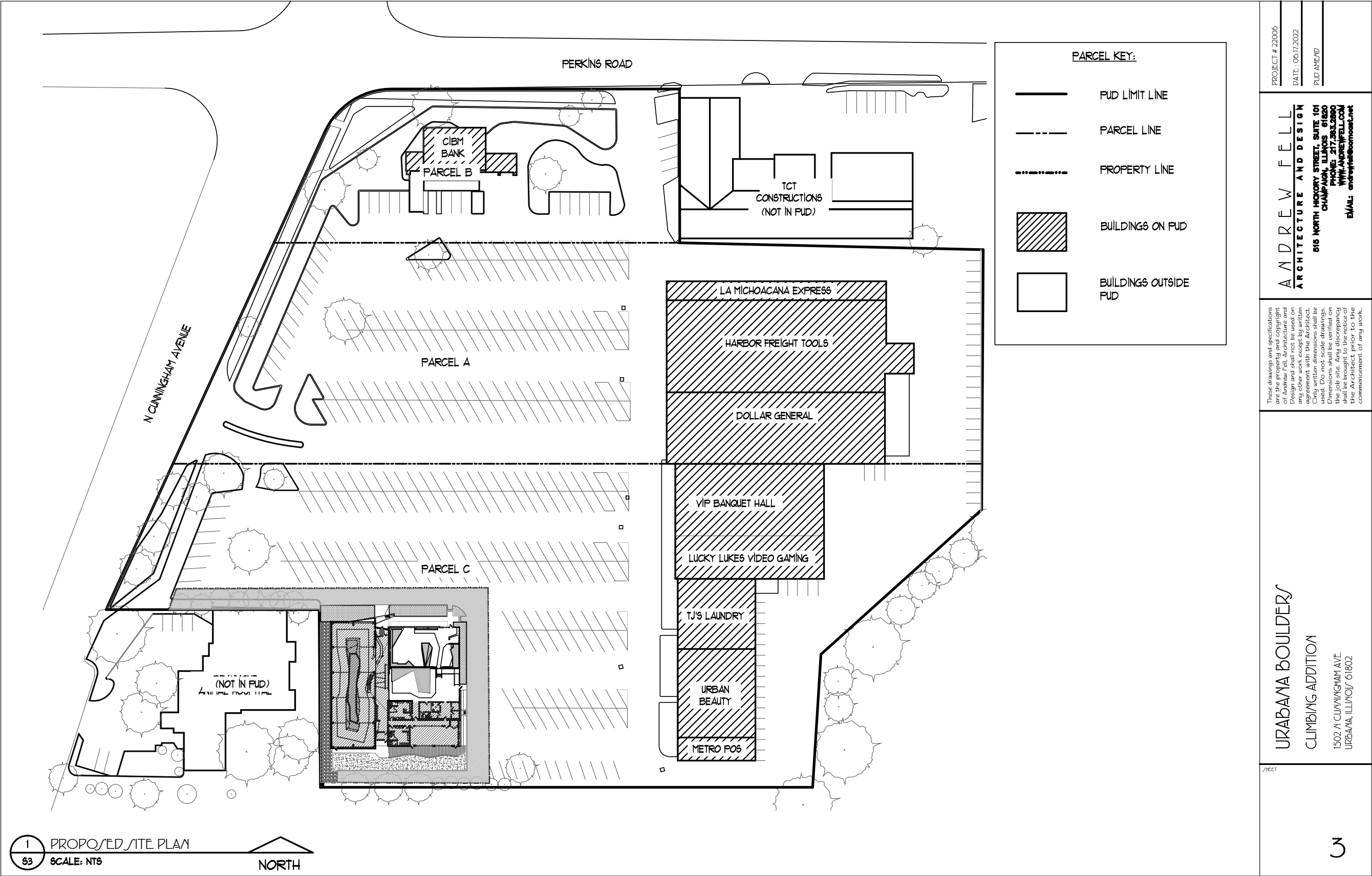


Exhibit D: Application for Amendment to PUD



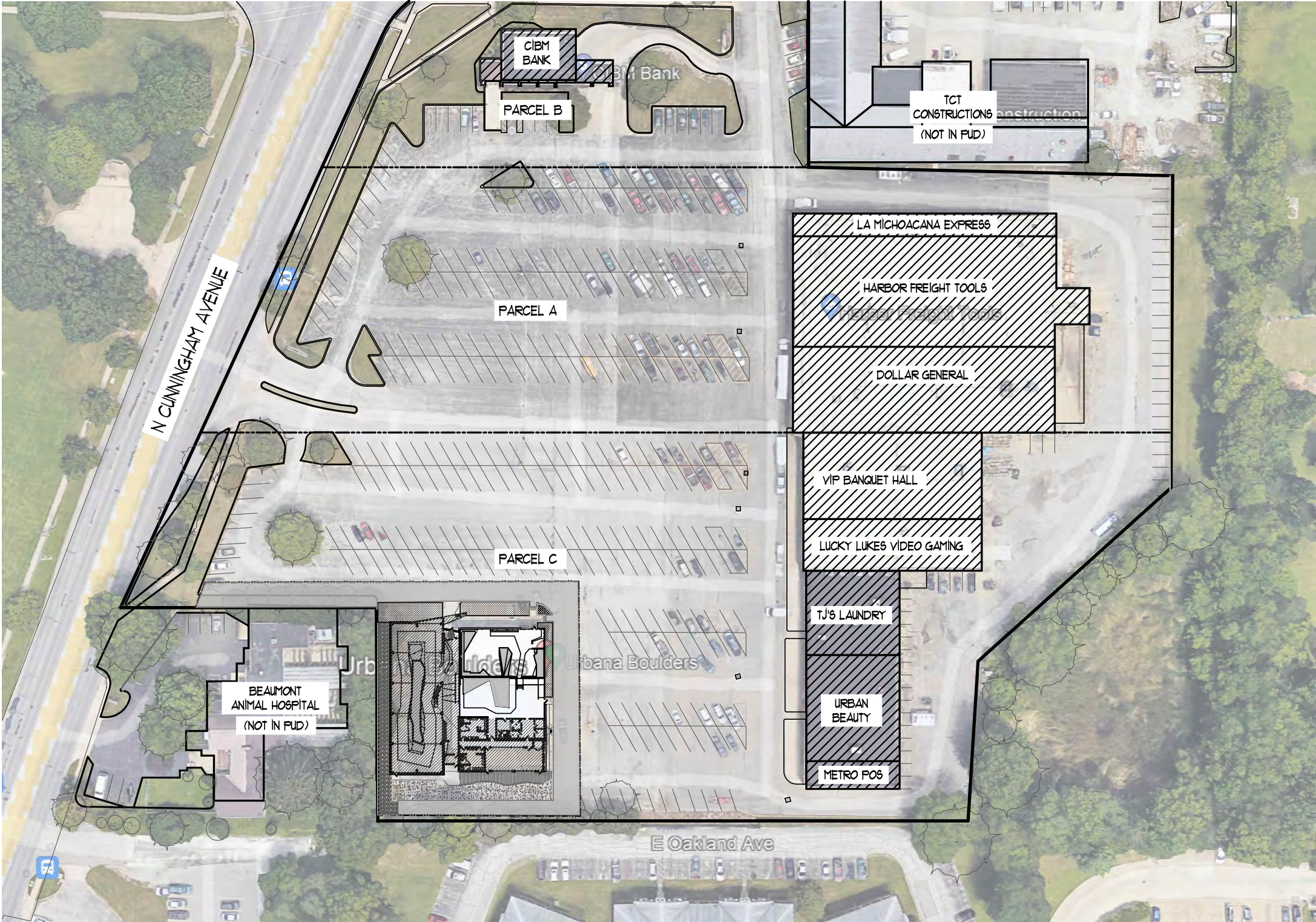
1

64

PROPOSED SITE PLAN (RENDERED)

SCALE: NTS

NORTH



URABANA BOULDERS CLIMBING ADDITION 1502 N CUNNINGHAM AVE URBANA, ILLINOIS 61802	These drawings and specifications are the property and copyright of Andrew Fell, Architecture and Design. No part of these drawings or specifications may be reproduced or used in any form without the written agreement of the Architect. Only written dimensions shall be used. Do not scale drawings. Dimensions shall be verified on the job site. Any discrepancy shall be brought to the notice of the Architect prior to the commencement of any work.	ANDREW FELL ARCHITECTURE AND DESIGN 515 NORTH HICKORY STREET, SUITE 101 CHAMPAIGN, ILLINOIS 61820 PHONE: 217.553.2860 WWW.ANDREWFELL.COM EMAIL: andrew@andrewfell.com	PROJECT # 22006
			DATE: 06/17/2022 PUD AVE/D

OWNERS

PARCEL A:	PARCEL B:	PARCEL C:
KIGER BURCH PROPERTIES INC	CIBM BANK	KIGER BURCH INVESTMENTS
SIGNATURE	SIGNATURE	SIGNATURE
DATE	DATE	DATE

TENANTS

PARCEL A:	PARCEL C:
LA MOCHANA EXPRESS	VIP BANQUET HALL
SIGNATURE	SIGNATURE
DATE	DATE
HARBOR FREIGHT TOOLS	LUCKY LUKES VIDEO GAMING
SIGNATURE	SIGNATURE
DATE	DATE
DOLLAR GENERAL	TJ'S LAUNDRY
SIGNATURE	SIGNATURE
DATE	DATE
PARCEL B:	URBAN BEAUTY
CIBM BANK	SIGNATURE
SIGNATURE	DATE
DATE	METRO POS
	SIGNATURE
	DATE

1 PROPOSED SITE PLAN
84 SCALE: NTS

NORTH

PARCEL KEY:

PUD PROPERTY LINE

PARCEL LINE

PROPERTY LINE

BUILDINGS ON PUD

BUILDINGS OUTSIDE PUD

PROJECT # 22006

DATE: 06/17/2022

PUD A/E/ND

ANDREW FELL

ARCHITECTURE AND DESIGN

815 NORTH HICKORY STREET, SUITE 101

CHAMPAIGN, ILLINOIS 61820

PHONE: 217.253.2800

WWW.ANDRWFELL.COM

EMAIL: andy@andrfell.com

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URABANA BOULDER'S

CLIMBING ADDITION

1502 N CUMMINGHAM AVE

URBANA, ILLINOIS 61802

5

228

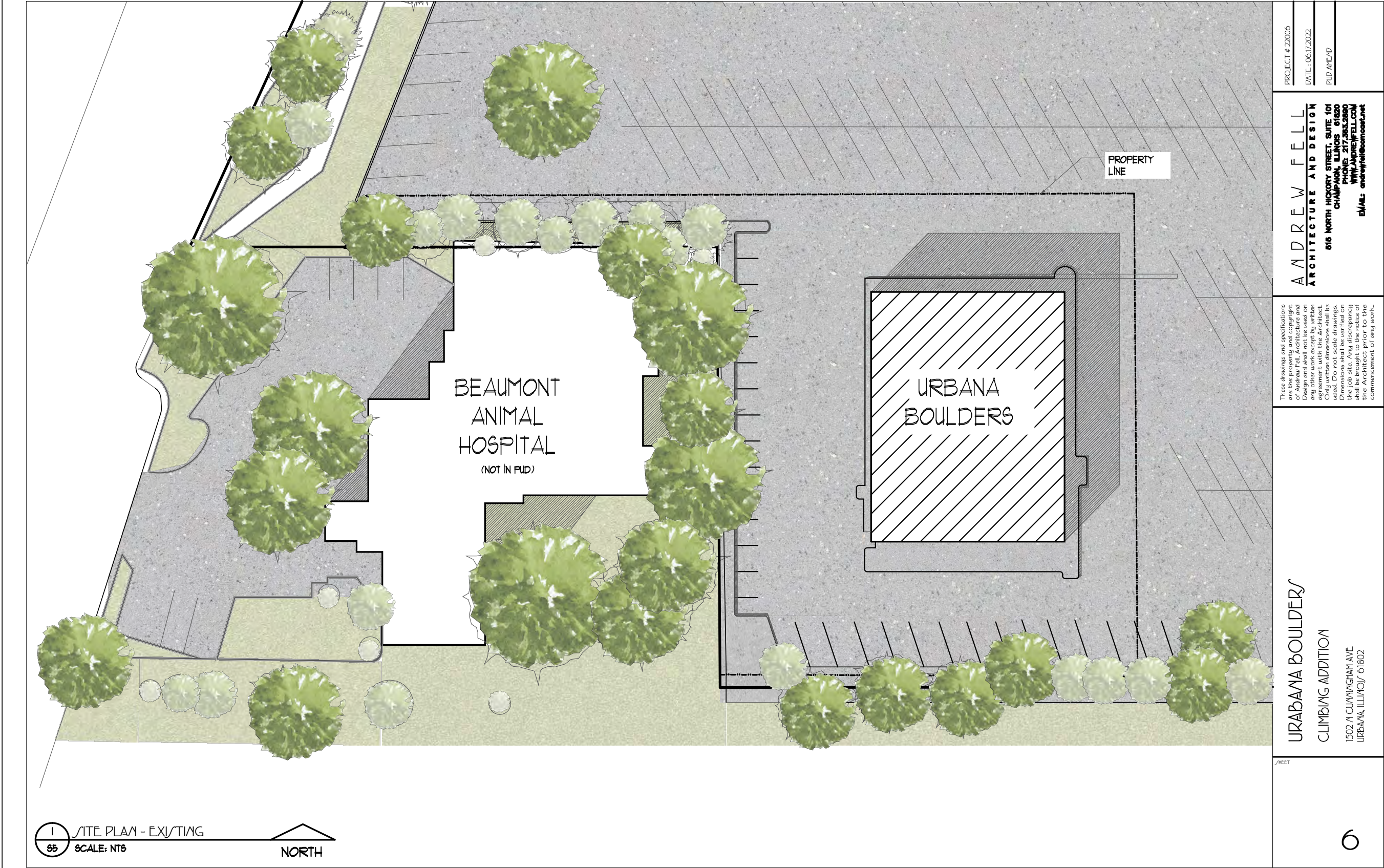
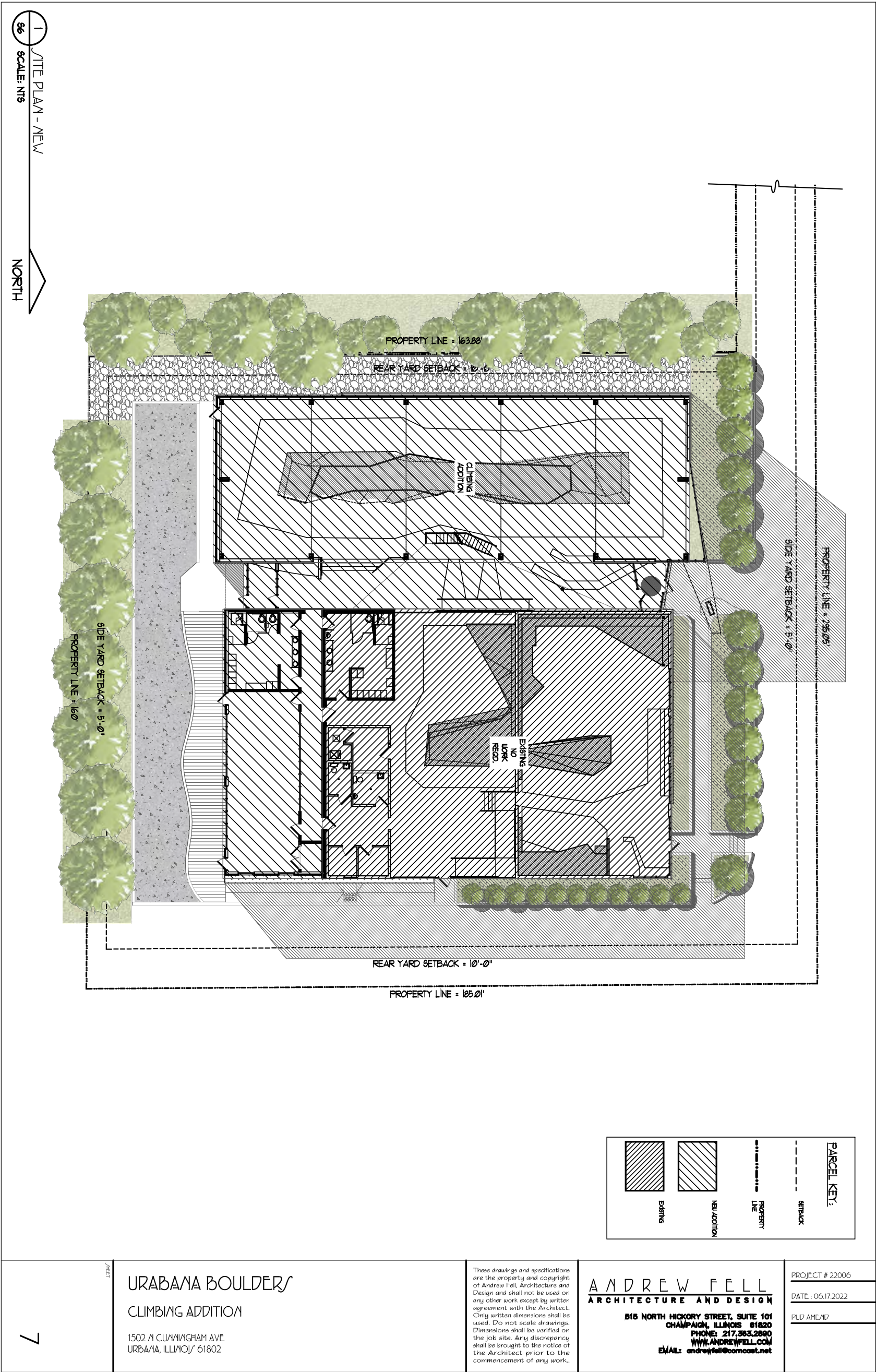
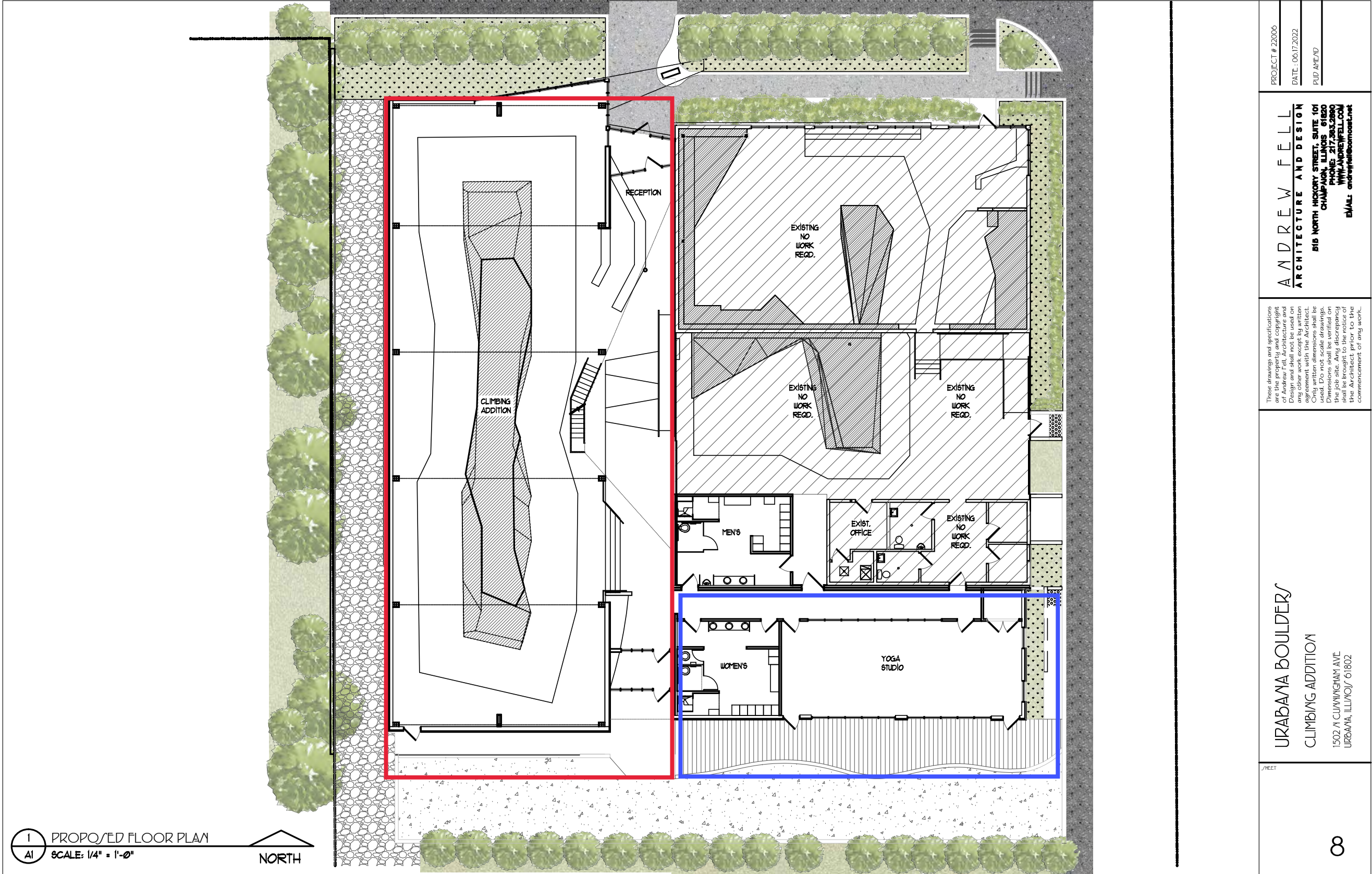


Exhibit D: Application for Amendment to PUD





URBANA BOULDERS PUD AMENDMENT APPLICATION

PUD BUILDING AREAS

BUILDING AREAS

Proposed Original 1981 PUD Building areas:

Parcel B (Undefined Building)	4,900 s.f.
Main Mall across Parcels A and C	
Parcel A	27,572 s.f.
Parcel C = 12,000 s.f. + 9,600 s.f.	21,600 s.f.
Parcel C (Undefined Building)	<u>6,600 s.f.</u>
TOTAL	60,672 s.f.

Existing Building Area:

CIBM Bank (Parcel B)	3,360 s.f.
Main Mall across Parcels A and C	64,780 s.f.
Urbana Boulders	<u>5,730 s.f.</u>
TOTAL	73,870 s.f.

Proposed Building Area:

CIBM Bank (Parcel B)	3,360 s.f.
Main mall across lots A and C	64,780 s.f.
Urbana Boulders	<u>13,971 s.f.</u>
TOTAL	82,111 s.f.

Exhibit D: Application for Amendment to PUD

Item F9.

URBANA BOULDERS PUD AMENDMENT APPLICATION

PUD PARKING COUNT

PARKING REQUIREMENTS

Proposed Original 1981 PUD Parking Count:

Required = 390 spaces, reduced to 339 under collective Parking.

Provided = 410 parking spaces.

Existing Parking Count:

Required:

PUD Parking Requirements: V – Restrictions on Use; 1.

Twelve spaces per 1,000 s.f. for Restaurant uses.

Five parking Spaces per 1,000 s.f. for all other Uses.

One restaurant space exists in the development (Ice Cream shop = 2,094 s.f total including Kitchen and Patron areas). This requires 25.2 parking spaces (1 space per 83.3 s.f. of area).

The remainder of the complex (73870 s.f. – 2,094 s.f.) = 71,776 s.f. This requires 358.9 parking spaces (1 space per 200 s.f. of area)

Total Required parking = $25.2 + 358.9 = 390.9 = 391$ spaces

Calculated at 85% of total for Collective Parking = $384.1 \times .85 = 326.5 = 327$ total spaces.

Provided = 404 parking spaces (some are currently un-usable)

Note that Parcel B contained 40 parking spaces in the 1981 PUD and currently contains 34 parking spaces (Reference 2011 aerial on G.I.S.) Note that the Parcel was initially constructed with all of the PUD parking, but no building (Reference 1988 aerial on G.I.S.).

Additionally note that Parcel C (Reference 1988 aerial on G.I.S.) appears to be constructed with the PUD parking. This is difficult to determine as the lot was divided and sold and the property line is not located on earlier aerials of the site.

Proposed Parking Count:

Required:

Twelve spaces per 1,000 s.f. for Restaurant uses.

Five parking Spaces per 1,000 s.f. for all other Uses.

Exhibit D: Application for Amendment to PUD

Item F9.

One restaurant space exists in the development (Ice Cream shop = 2,094 s.f total including Kitchen and Patron areas). This requires 25.2 parking spaces (1 space per 83.3 s.f. of area).

The remainder of the complex $(82,111 \text{ s.f.} - 2,094 \text{ s.f.}) = 80,017 \text{ s.f.}$ This requires 400.1 parking spaces (1 space per 200 s.f. of area).

Total Required parking = $25.2 + 400.1 = 425.3 = 426$ spaces

Calculated at 85% of the total for Collective parking = $426 \times .85 = 362.1 = 363$ total spaces.

Provided:

This project eliminates 26 parking spaces

Total provided = $404 - 26 = 378$ spaces

Under this calculation

The project is 15 spaces in excess of that required.

Note that Building areas were determined with the best information available. As Urbana Boulders is included in these calculations, those areas are precise. Other existing buildings are measured to the best of our ability with the available information including the Original 1981 PUD, County G.I.S. mapping (occasionally incorrect) and field measurements.

Previous and original parking counts and specific locations of some parking spots are difficult to determine. The original 1981 PUD document has been copied so many times it is virtually unreadable, and over time parking striping has been moved, vanished, and added.

As an additional exercise in the parking count, consider the development as constructed with the building area given in the 1981 PUD document for the main mall building and add in the actual areas of the later constructed out lot buildings. This is a total of $(21,600 + 27,572 + 3,360 + 13,971) = 66,503 \text{ s.f.}$ Required parking is 25.2 spaces for the Ice Cream Store and $\{(66,503 - 2,094) / 200\} = 322.04 = 323$ requires spaces. The total required parking count is $25.2 + 322.04 = 347.24 = 348$ spaces The total parking amount provided is the same as above, or 378 spaces. This method results in $(378 - 348) = 30$ excess spaces.

ORDINANCE NO. 8081-120

AN ORDINANCE
APPROVING NORTHGATE PLAZA PLANNED
UNIT DEVELOPMENT FINAL PLAN

WHEREAS, in Plan Case #1112-PUD-81, the Urbana Plan Commission had recommended preliminary approval of the Northgate Plaza Planned Unit Development with certain conditions; and

WHEREAS, the Urbana City Council approved the Northgate Plaza Planned Unit Development preliminary plan by an ordinance duly enacted on May 18, 1981; and

WHEREAS, the retention pond design has been approved by the City Engineer of the City of Urbana; and

WHEREAS, the outstanding differences with the Illinois Department of Transportation have been resolved; and

WHEREAS, the developers have appointed a single agent to be responsible to the City for purposes of enforcement of the provisions of the final plan; and

WHEREAS, those private agreements which are part of this Planned Unit Development that have public impact have been revised so that such agreements cannot be amended without approval of the Urbana City Council,

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

Section 1. That the attached final site plan of the Northgate Plaza Planned Unit Development is approved.

Section 2. There being no required public improvements, no bond is required.

- 1 -

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

Section 3. This Ordinance shall be effective upon its passage and approval by the Mayor.

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 regular meeting of said Council on the 1st day of June, 1981.

PASSED by the City Council this 1st day of June, 1981.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 9th day of June, 1981.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-120 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

June 3, 1981
Date



81R 8420

Doc. No. _____

Northgate Plaza

TO

Urban

STATE OF ILLINOIS, } ss.
Champaign County, }

The within instrument was filed for record in the Recorder's office of Champaign County on the

9 day of June

A. D. 1981, at 9:45 o'clock A M.

and duly recorded in Book Z

of Plats Page 181

Robert C. Martin

Recorder.

Date June 1, 1981

Instrument Plat

Consideration _____ Description

Plot Sec 9 T19N R9E
3rd pm

Delivered to Chicago Title

2M-11-74

64.00 PD

Exhibit E: 1981 Original PUD Recorded Documents F9.

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

NORTHGATE PLAZA OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BUSEY
FIRST NATIONAL BANK, TRUSTEE UNDER TRUST NO. 688, being the
owner of the following described real estate:

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right of way line of U. S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right of way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right of way line of U. S. 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right of way line of U. S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right of way line of U. S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right of way line of U. S. Route 45 to the Southerly right of way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied right of way line of Perkins Road to the true point of beginning, encompassing 8.684 acres in Champaign County, Illinois.

shown in the annexed plat and described in the Surveyor's Certificate thereunto attached, has caused the said described real estate to be surveyed by William E. Sheridan, Illinois Land Surveyor No. 2031, Champaign, Illinois, in the manner shown on said plat, as a Planned Unit Development to be perpetually known as NORTHGATE PLAZA.

1981R08420 PLAT & NORTHGATE PLAZA OWNER'S CERTIFICATE

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

Exculpatory provisions limiting the liability of Busey First National Bank attached hereto are expressly made a part hereof.

IN WITNESS WHEREOF, the duly authorized officers and its corporate seal hereto affixed this 28th day of May, 1981.

BUSEY FIRST NATIONAL BANK,
TRUSTEE UNDER TRUST NO. 688

By Wend Shepard
~~President~~ Asst Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Trent Shepard is personally known to me to be the ~~President~~ ^{Asst Trust Officer} of BUSEY FIRST NATIONAL BANK and P. David Kuhl, personally known to me to be the ~~Secretary~~ ^{Cashier} of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ~~President~~ ^{Asst Trust Officer} and ~~Secretary~~ ^{Cashier} they signed and delivered this said instrument of writing as ~~President~~ ^{Asst Trust Officer} and ~~Secretary~~ ^{Cashier} of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of May, 1981.

Elizabeth H. O.

Notary Public

Exhibit E: 1981 Original PUD Recorded Documents

Exculpatory Clause--Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, the Busey First National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

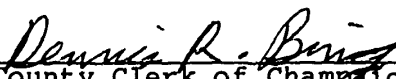
STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

SS

I, DENNIS R. BING, County Clerk, in and for the County of Champaign, State of Illinois, and keeper of the records and files of said office, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, against the following tract of land:

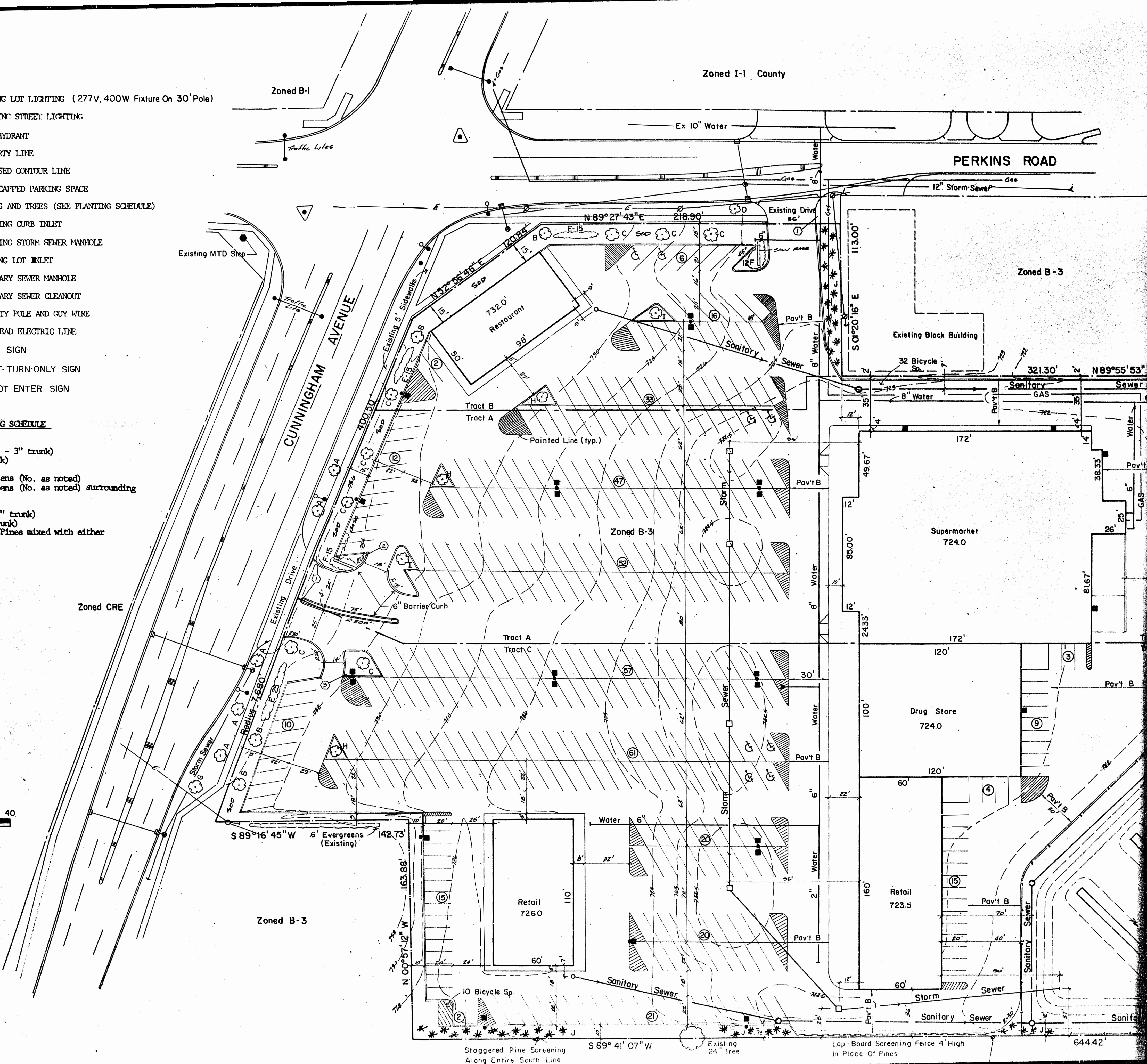
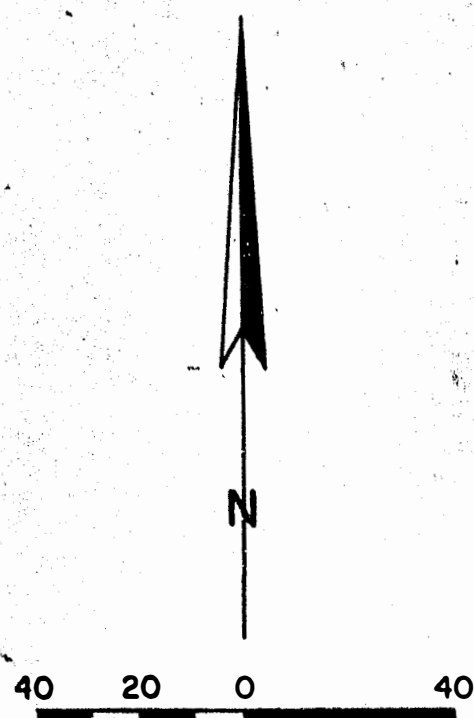
From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right of way line of U. S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right of way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right of way line of U. S. 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right of way line of U. S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right of way line of U. S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right of way line of U. S. Route 45 to the Southerly right of way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied right of way line of Perkins Road to the true point of beginning, encompassing 8.684 acres in Champaign County, Illinois.

Given under my hand and seal of said Court, at Urbana, Illinois, this 28th day of May, 1981.

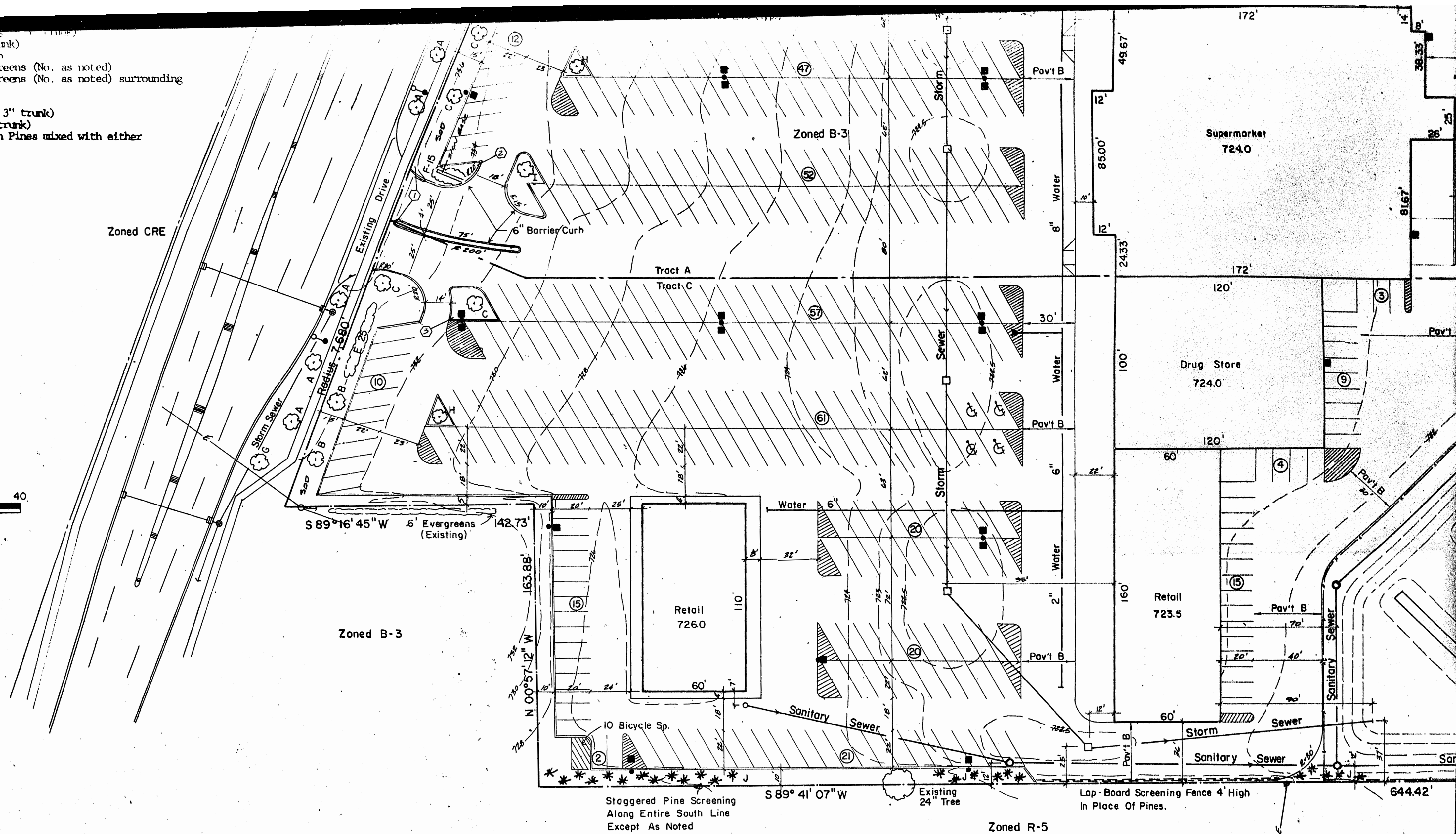
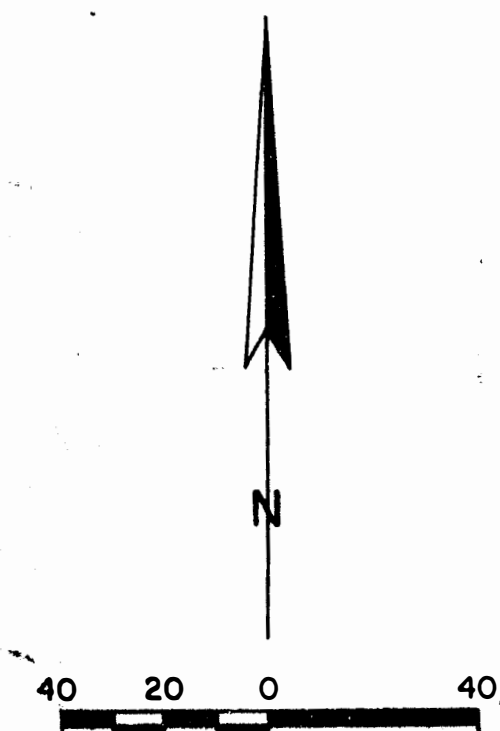

County Clerk of Champaign County, Illinois

- LEGEND**
- ■ ■ PARKING LOT LIGHTING (277V, 400W Fixture On 30' Pole)
 - EXISTING STREET LIGHTING
 - Y FIRE HYDRANT
 - PROPERTY LINE
 - - - PROPOSED CONTOUR LINE
 - HANDICAPPED PARKING SPACE
 - SHRUBS AND TREES (SEE PLANTING SCHEDULE)
 - EXISTING CURB INLET
 - EXISTING STORM SEWER MANHOLE
 - PARKING LOT INLET
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - UTILITY POLE AND GUY WIRE
 - OVERHEAD ELECTRIC LINE
 - ⑦ STOP SIGN
 - ② RIGHT-TURN-ONLY SIGN
 - ③ DO NOT ENTER SIGN

- PLANTING SCHEDULE**
- A---Existing Lindens
 - B---White Oak or Ginkgo (2 1/2" - 3" trunk)
 - C---Flowering Crab (3" trunk)
 - D---Existing Flowering Crab
 - E---18" Sgt. Juniper Evergreens (No. as noted)
 - F---18" Sgt. Juniper Evergreens (No. as noted) surrounding sign bases
 - G---Existing Bradford Pear
 - H---Balding Cypress (2 1/2" - 3" trunk)
 - I---Sugar Maple (2 1/2" - 3" trunk)
 - J---4 foot Staggered Scotch Pines mixed with either Spruce, Hemlock or Fir



C---Flowering Crabs (3" trunk)
D---Existing Flowering Crab
E---18" Sgt. Juniper Evergreens (No. as noted)
F---18" Sgt. Juniper Evergreens (No. as noted) surrounding
sign bases
G---Existing Bradford Pear
H---Balding Cypress (2 1/2" - 3" trunk)
I---Sugar Maple (2 1/2" - 3" trunk)
J---4 foot Staggered Scotch Pines mixed with either
Spruce, Hemlock or Fir



Owner: Busey First National Bank
Trustee under Trust No. 688
201 West Main Street
Urbana, Illinois 61801

Architects: Dyer, Uggerby & LeGrande, Ltd.
Post Office Box 3470 C.F.S.
1808 Round Barn Road
Champaign, Illinois 61820
Contact: Ove W. Uggerby, ARA

Engineer: William E. Sheridan P.E., Illinois Land Surveyor
Huntington Development Corporation
201 West Springfield Avenue, Suite 304
Champaign, Illinois 61820

Consultants: Devonshire Realty
Thomas E. Harrington, Jr.
201 West Springfield Avenue, Suite 304
Champaign, Illinois 61820

AGREEMENT OF MAINTENANCE

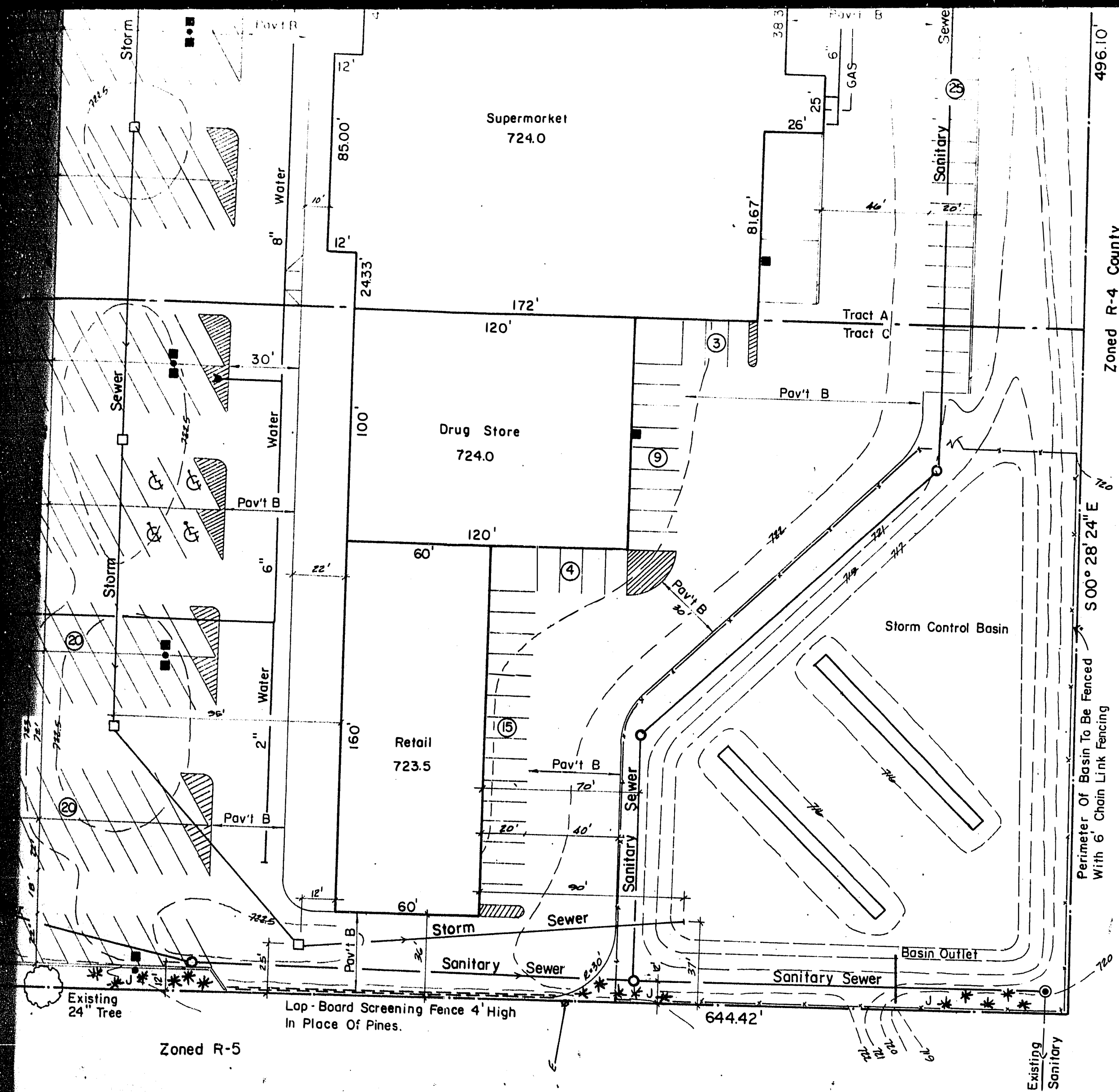
The owner, its successors and assigns, hereby agreed to maintain the retention basin as shown on the PUD plat functional and in good operation., Such maintenance shall include but not be limited to keeping the premises mowed and free from debris and removal of any silt buildup that may reduce operating efficiency of the retention basin.

It is a further condition of this PUD that the owner and its successors and assigns do hereby agree that the City of Urbana shall have a permanent right of ingress and egress for the purposes of inspection and the spraying and treatment of said retention basin for insect control.

Maintenance of the said retention basin in a functional manner and in good operating order is an explicit condition of approval of the PUD and all occupancy permits are contingent thereon.

CONT'D.

Huntington Development Corporation, 201 W. Champaign, Illinois, 61820. is hereby designated and its successors and assigns as the entity to receive notice from the City of Urbana, Urbana, Illinois matters in regard to the Planning, Development and change in the person or entity to receive such notice changed only by placing such change on file with the City of Urbana, Illinois. The owner, its successors and assigns hereby agree that there shall be in force at all times a common area maintenance agreement in with the maintenance of the shopping center shown on the PUD.



CONT'D.

Huntington Development Corporation, 201 W. Springfield, Champaign, Illinois, 61820. is hereby designated by the owner and its successors and assigns as the entity to receive service of notice from the City of Urbana, Urbana, Illinois, on all matters in regard to the Planning, Development and Plat. Any change in the person or entity to receive such notice shall be changed only by placing such change on file with the City Clerk of the City of Urbana, Illinois. The owner, successors and assigns hereby agree that there shall be in force and effect at all times a common area maintenance agreement in connection with the maintenance of the shopping center shown on this PUD.

APPROVED:

The Plan Commission of the City of Urbana, Illinois.

DATE May 21, 1981 by *James H. Langston* Chairman

APPROVED:

The City Council of the City of Urbana, Illinois in accordance with Ordinance No. 8081-120

Date June 4, 1981 by *Jeffrey M. Muller* Mayor

ATTEST *Barth S. Bragdon* City Clerk

Supermarket Building Area	29,511 S.F.
Other Retail Building Area	43,100 S.F.
Total Building Area	62,611 S.F.
Floor Area Ratio (Far) Allowed 5.0	Proposed 0.17
Parking & Services Area	263,454 S.F.
"Green Area" (Perimeter Green Belt)	20,095 S.F.
Open Space Ratio Req'd	None
% Building Area/Parcel Area	17%
Common Open Space (Parcel Area-Buildings)	315,664 S.F. (83%)
Parking	
Customers	374
Employees	56
Ratio/1000 S.F. of Building	430/62.61 = 6.9

Drug	12,000 S.F.	1/150 S.F.	197
Retail	16,200 S.F.	1/200 S.F.	80
Restaurant	4,900 S.F.	1/125 S.F.	81
TOTALS	62,611 S.F.		398
Parking Req'd (85% reduction)			398 x .85 = 339
Parking Provided on Site		42 Bicycle	430 Parking

DRAINAGE CERTIFICATE

I hereby certify that to the best of my knowledge and belief to the extent that drainage of surface waters have been changed by the construction of this development, adequate provision has been made for collection and diversion of such surface water into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of said development. Said development lies within the city limit of Urbana, Illinois.

William E. Sheridan
William E. Sheridan
IRPE 29387
April 28, 1981

Robert C. Martin
Busey First National Bank as
Trustee under Trust No. 688

81R 8420

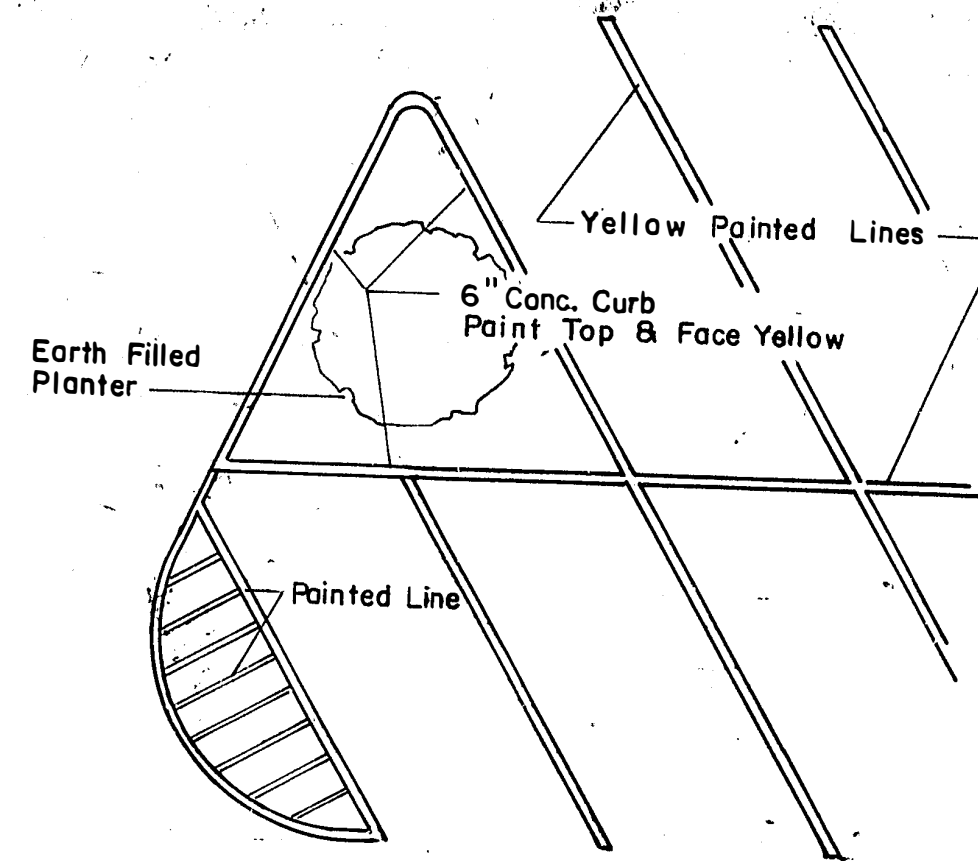
STATE OF ILLINOIS
CHAMPAIGN COUNTY
Filed for record in the Recorder's Office
of said county.

JUN 9 - 1981 - 9 45 AM

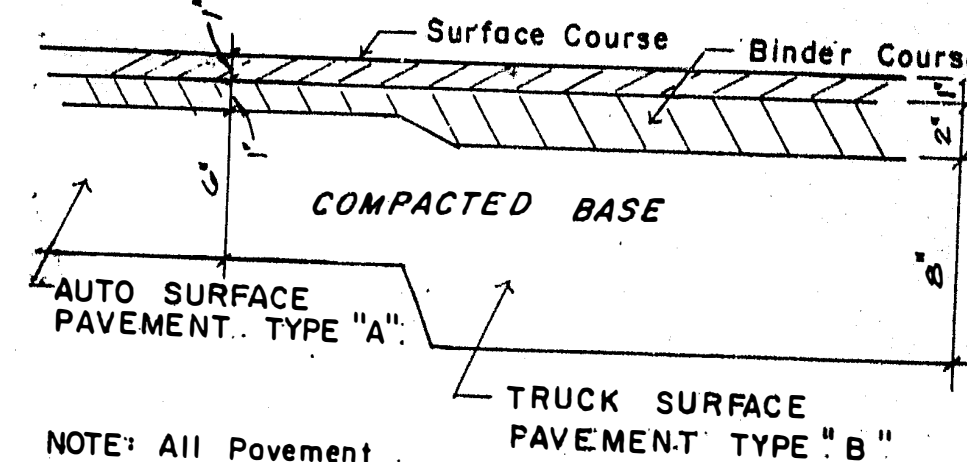
Subscribed to Book 2

on Page 181

Robert C. Martin
Recorder of Deeds

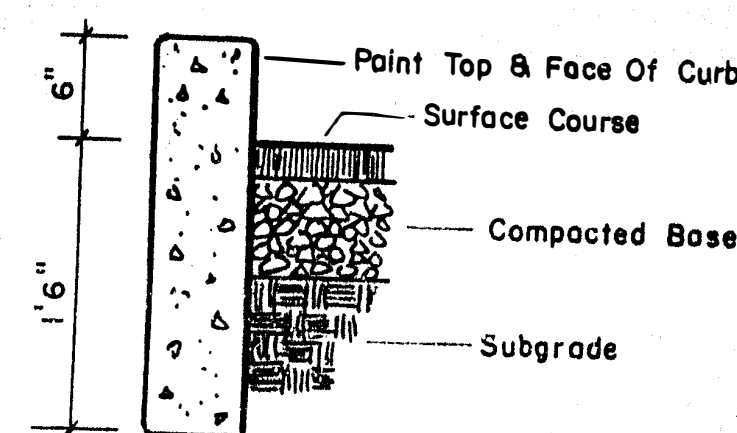


TYPICAL PLANTER ISLAND



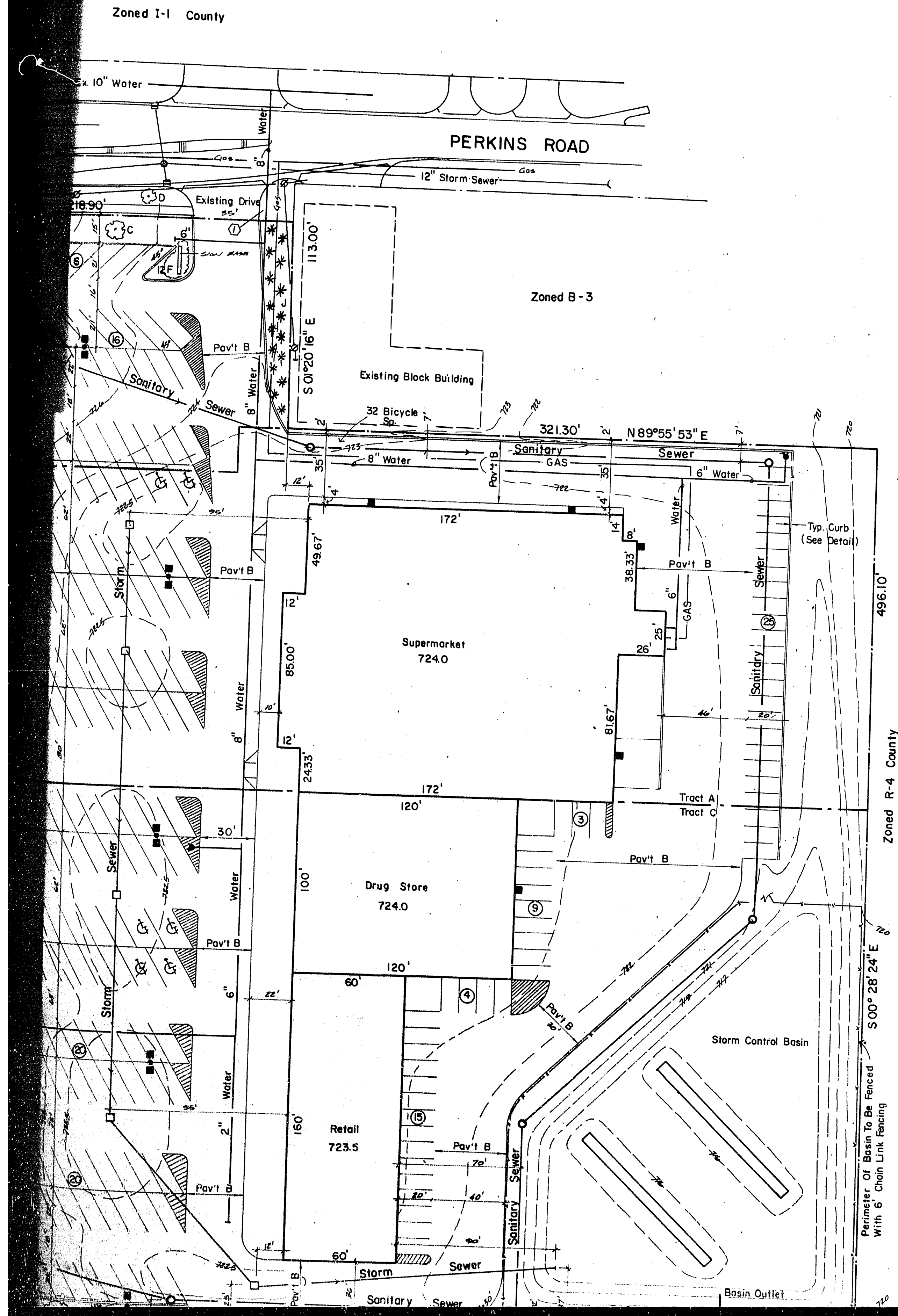
NOTE: All Pavement To Be Type "A" Unless Otherwise Noted.

PAVEMENT DETAIL



CURB DETAIL

Removed "Public San. Sewer" 5/26/81
Revised Entrance 5/14/81



FINAL DEVELOPMENT PLANS
NORTHGATE PLAZA
URBANA, ILLINOIS

SITE DATA

Total Parcel Area	378,275 S.F.
Reserved Area (Drainage Basin)	52,210 S.F.
Total "Shopping Center" Area	326,065 S.F.
Supermarket Building Area	29,511 S.F.
Other Retail Building Area	43,100 S.F.
Total Building Area	62,611 S.F.
Floor Area Ratio (Far) Allowed 5.0	Proposed 0.17
Parking & Services Area	263,454 S.F.
"Green Area" (Perimeter Green Belt)	20,095 S.F.
Open Space Ratio Req'd	None
% Building Area/Parcel Area	17%
Common Open Space (Parcel Area-Buildings)	315,664 S.F. (83%)
Parking	
Customers	374
Employees	56
Ratio/1000 S.F. of Building	430/62.61 = 6.9

PARKING KEY

BUILDING TYPE	AREA	CODE	PARKING REQUIRED
Supermarket	29,511 S.F.	1/150 S.F.	197
Drug	12,000 S.F.	1/150 S.F.	80
Retail	16,200 S.F.	1/200 S.F.	81
Restaurant	4,900 S.F.	1/125 S.F.	40
TOTALS	62,611 S.F.		398
Parking Req'd (85% reduction)			398 x .85 = 339
Parking Provided on Site		42 Bicycle	430 Parking

DRAINAGE CERTIFICATE

I hereby certify that to the best of my knowledge and belief to the extent that drainage of surface waters have been changed by the construction of this development, adequate provision has been made for collection and diversion of such surface water into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of said development. Said development lies within the city limit of Urbana, Illinois.

William E. Sheridan
William E. Sheridan
IRPE 29387
April 28, 1981

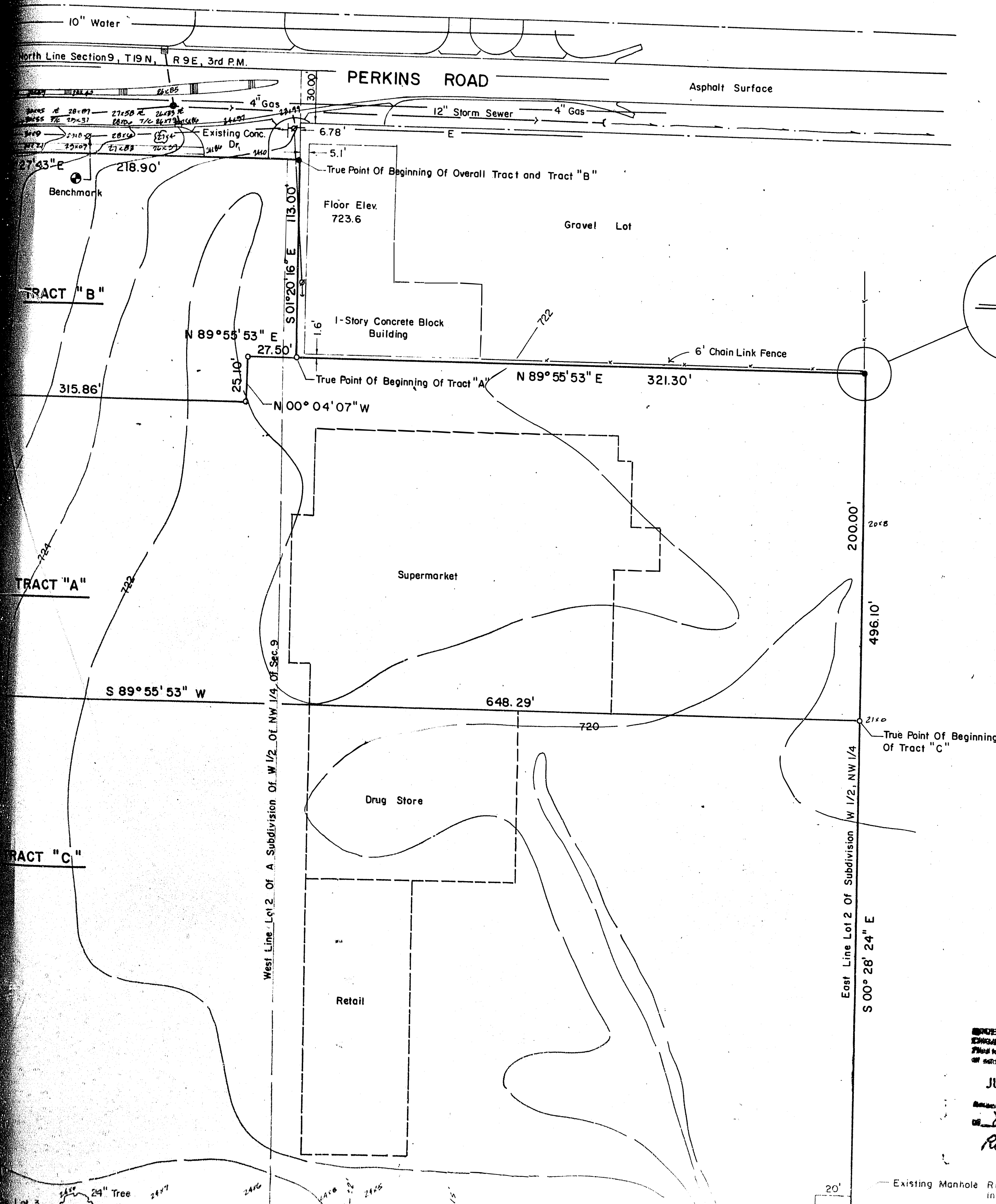
Robert C. Martin
Busey First National Bank as
Trustee under Trust No. 688

81R 8420

STATE OF ILLINOIS
CHAMPAIGN COUNTY
Filed for record in the Recorder's Office
of said county
JUN 9 - 1981 - 9 45 AM
2-
on Page 181
Robert C. Martin

BOUNDARY & TOPOGRAPHIC SURVEY

A PART OF SEC.9, T19N, R9E, 3rd P.M.



I, William E. Sheridan, Illinois Registered Land Surveyor No. 2031, hereby certify that I have caused a survey to be made of the below described tracts for the purposes of developing said tracts into a planned unit development shopping complex. The survey of said parcels as reflected by this plat is true and accurate in all respects. I further certify that no part of the property so described is situated within 500 feet of a surface drain or water course serving a tributary area of 640 acres or more.

William E. Sheridan
REGISTERED LAND SURVEYOR
No. 2031
Dated 5-8-81
Revised: May 14, 1981

LEGAL DESCRIPTION OF OVERALL TRACT

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning, encompassing 8.684 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "A"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet; thence South 89°55'53" West 648.29 feet; thence North 68°41'30" West 81.95 feet to the Easterly right-of-way line of U.S. Route 45 as monumented and occupied; thence 156.38 feet along the Easterly right-of-way of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet, an initial tangent bearing of North 21°18'30" East; thence North 89°55'53" East 315.86 feet; thence North 00°04'07" West 25.10 feet; thence North 89°55'53" East 27.50 feet to the true point of beginning encompassing 2.984 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "C"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet along the East line of said Lot 2 to the true point of beginning; thence South 00°28'24" East 296.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet to the true point of beginning, encompassing 2.984 acres in Champaign County, Illinois.

81R 8420

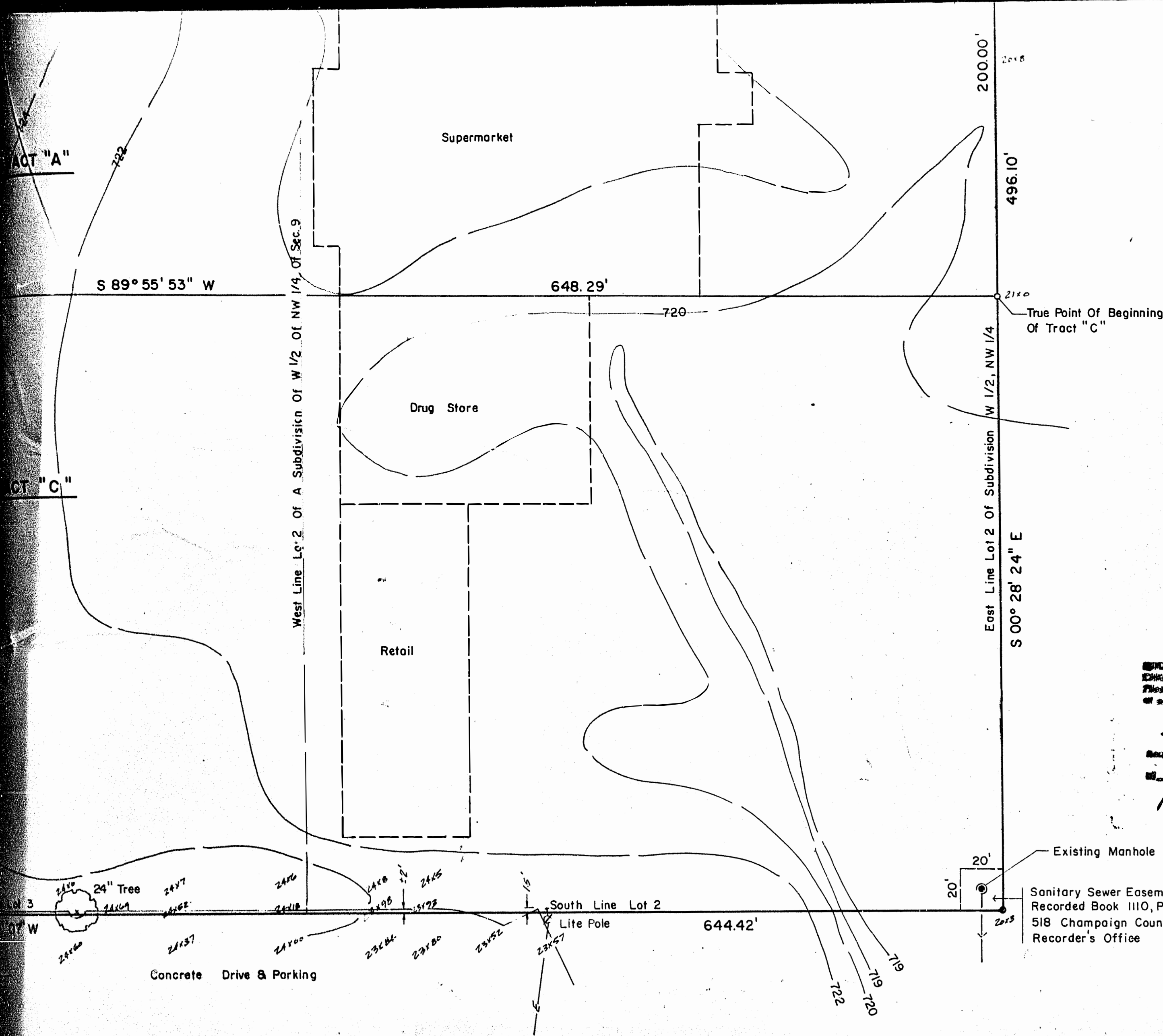
STATE OF ILLINOIS
CHAMPAIGN COUNTY
This map was recorded in the Recorder's Office
of said county.

JUN 9 - 1981 - 9 5 AM

Recorded by Book 181

Robert C. Martin
Surveyor of State

Existing Manhole Rim 720.6
Invert 708.40



From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet; thence South 89°55'53" West 648.29 feet; thence North 68°41'30" West 81.95 feet to the Easterly right-of-way line of U.S. Route 45 as monumented and occupied; thence 156.38 feet along the Easterly right-of-way of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet, an initial tangent bearing of North 21°18'30" East thence North 89°55'53" East 315.86 feet; thence North 00°04'07" West 25.10 feet; thence North 89°55'53" East 27.50 feet to the true point of beginning encompassing 2.984 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "A"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet; thence South 89°55'53" West 648.29 feet; thence North 68°41'30" West 81.95 feet to the Easterly right-of-way line of U.S. Route 45 as monumented and occupied; thence 156.38 feet along the Easterly right-of-way of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet, an initial tangent bearing of North 21°18'30" East thence North 89°55'53" East 315.86 feet; thence North 00°04'07" West 25.10 feet; thence North 89°55'53" East 27.50 feet to the true point of beginning encompassing 2.984 acres in Champaign County, Illinois.

81R 8420

STATE OF ILLINOIS
CHAMPAIGN COUNTY
Filed for record in the Recorder's Office
of said county.

JUN 9 - 1981 - 9:45 AM

Recorded in Book 1110
Page 518

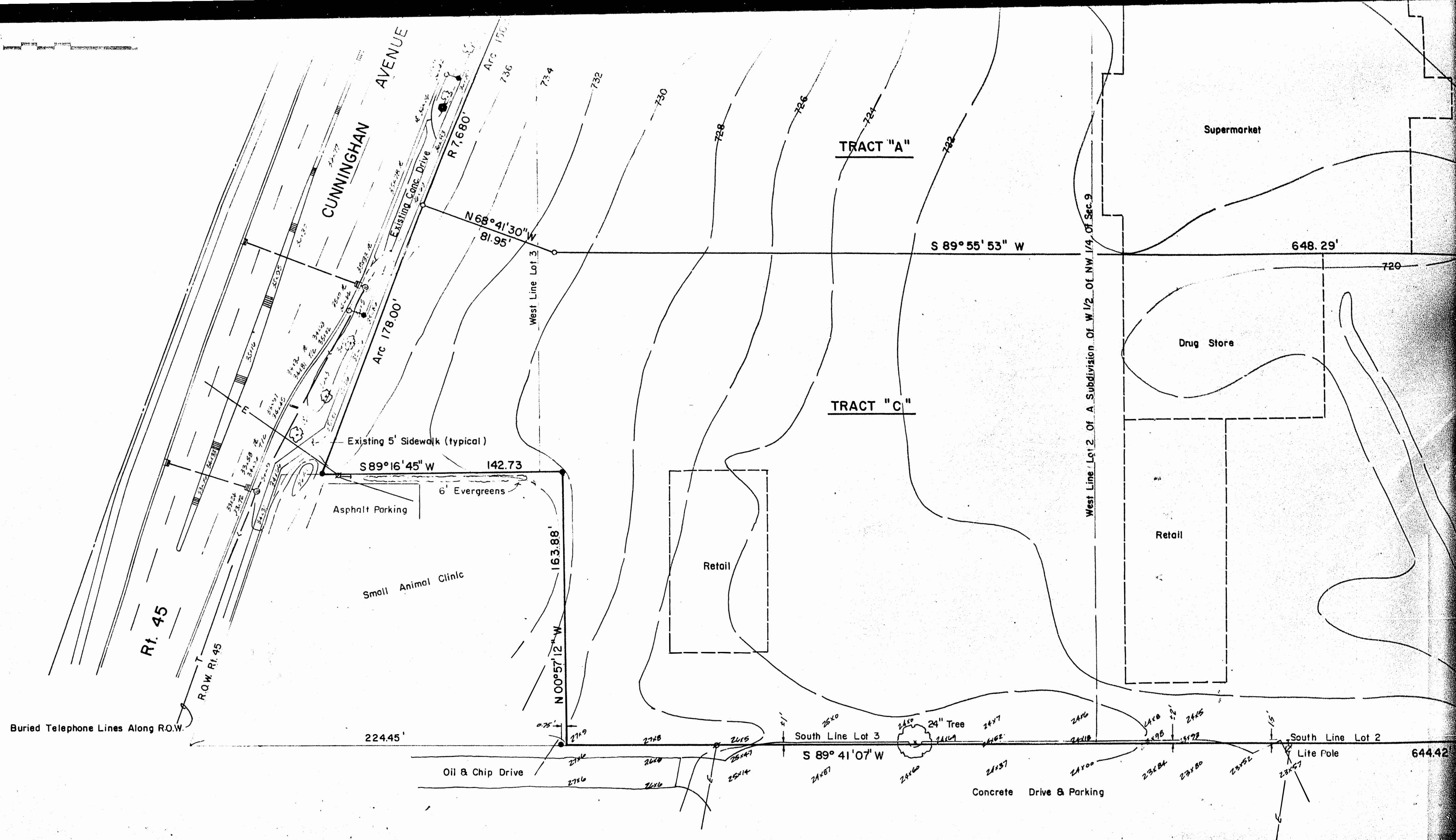
Robert C. Martin
Recorder of Deeds

LEGAL DESCRIPTION OF TRACT "C"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet along the East line of Lot 2 to the true point of beginning; thence South 00°28'24" East 296.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence 178.00 feet along said Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence South 68°41'30" East 81.95 feet; thence North 89°55'53" East 648.29 feet to the true point of beginning, encompassing 4.801 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "B"

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.00 feet; thence South 89°55'53" West 27.50 feet; thence South 00°04'07" East 25.10 feet; South 89°55'53" West 315.86 feet to the Easterly right-of-way line U.S. Route 45 as monumented and occupied; thence 66.12 feet along said Easterly right-of-way line of U.S. Route 45 around a curve to the right having a radius of 7,680 feet, and an initial tangent bearing of North East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning encompassing 0.899 acres, in Champaign County, Illinois.

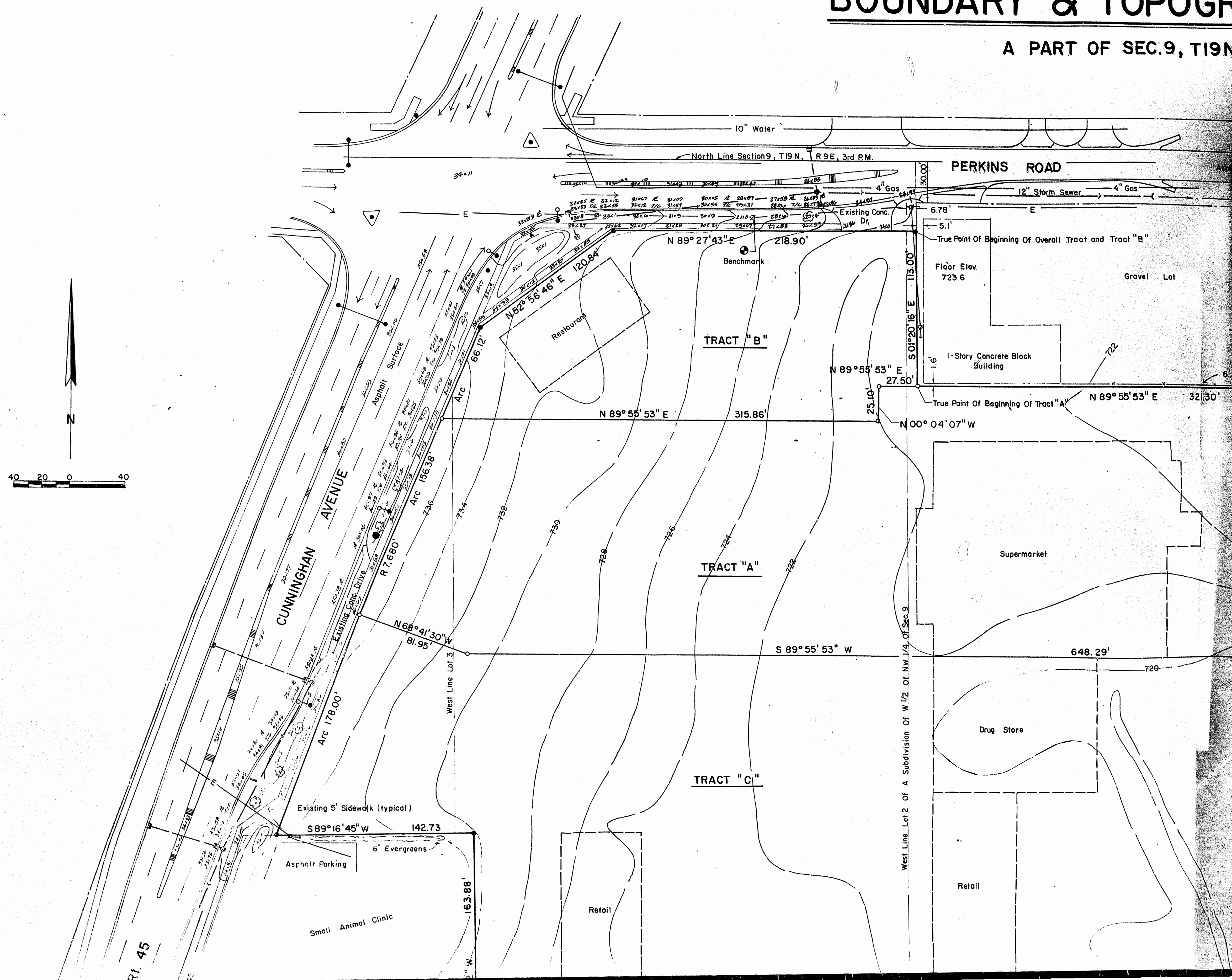


LEGEND

- Iron Pipe Found
- Iron Pipe Set
- Storm Inlet
- Storm Sewer Manhole
- Power Pole With Guy Wire
- Overhead Power Line
- Street Light
- Traffic Signal Light
- Traffic Signal Control Manhole
- ▲ Pedestrian Control For Traffic Signal
- ⊙ 2" Tree (unless size otherwise noted)
- 36.78 Spot Elevation - Add 700.0 For USGS Datum
- 722 — Existing Contour Line

- NOTES:
1. Small trees on tract not shown.
 2. BM = Nail in power pole on south side of Perkins Road Approx. 65' west of north driveway, Elevation = 730.25' (USGS Datum)

A PART OF SEC.9, T19N



81R 8420

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

JUN 9 - 1981 - 9 45 AM

N

Recorded in Book 181
at Page 181

Robert E. Martin
Recorder of Deeds

Chicago
7.102

Northgate

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

ASSOCIATED CHICAGO TITLE INS.

BOOK 1264 PAGE 413

DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND ESTABLISHMENT OF PARTY WALL RIGHTS

THIS DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND ESTABLISHMENT OF PARTY WALL RIGHTS, is made as of this 17th day of June, 1981, by BUSEY FIRST NATIONAL BANK, Trustee under Trust #688 hereinafter called "Declarant". This instrument is, for convenience, hereinafter referred to as a "Declaration".

P R E L I M I N A R Y :

1. Declarant owns certain real property situated in the City of Urbana, County of Champaign, State of Illinois, described in Exhibit A, attached hereto and incorporated herein by reference. Said real property is divided into three (3) parcels which are hereinafter referred to separately as Parcels A, B and C, which Parcels are hereinafter collectively referred to as the "Shopping Center". Attached hereto as Exhibit B is a plot plan of the Shopping Center which is hereby incorporated herein by reference.

2. Declarant plans the development of the Shopping Center as an integrated retail sales area for the mutual benefit of all real property in the Shopping Center, and for such purposes Declarant does hereby fix and establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions"), upon and subject to which all of said Shopping Center, or any part thereof, shall be improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with said property and shall apply to and bind the respective successors in interest thereof, and all and each thereof, and is imposed upon said property as a mutual equitable servitude in favor of said property and any portion

FEB 09 1981

Exhibit E: 1981 Original PUD Recorded Documents

Item F9.

BOOK 1264 PAGE 414

thereof.

3. Declarant anticipates the partial development of Parcels A and C at the present time and contemplates that Parcel B and the balance of Parcel C will also be ultimately developed for integration into the Shopping Center but, except as shown on Exhibit B, there are no firm plans for the development of Parcel B and the balance of Parcel C at the present time. Declarant does desire to provide certain restrictions and rights affecting Parcels B and C at this time, however, in contemplation of their proposed integration into the Shopping Center.

I. COMMON AREA DEVELOPMENT

1. For the purposes of this Agreement, all of the area within the Shopping Center to be used in common shall be referred to as "Common Area" and said Common Area effectively includes all areas within the Shopping Center other than "Building Areas". Said Common Area is delineated on the plot plan which is Exhibit B hereto and said Common Area shall be developed substantially as shown on said Exhibit B.

2. In the development and use of Parcels A, B and C, there should not be established or maintained any building, structure, or areas for the transaction of business, whether for retail stores or other purposes, for which there shall not be established and maintained a Common Area providing for parking facilities in a ratio as shown on the attached plot plan marked Exhibit B.

II. EASEMENTS

1. Declarant does hereby establish in favor of all subsequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used

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as an integrated area by the owners and occupants thereof and their customers and invitees.

2. Declarant does hereby establish in favor of all subsequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and passage of pedestrians into, out of, on, over and across the Common Area from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

3. Declarant does hereby establish in favor of all subsequent owners of any portion of the Shopping Center non-exclusive easements under, through and across the Common Area of their respective Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities, and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities instrumentalities shall be installed and maintained below the ground level or surface of such easements.

4. Declarant does hereby establish in favor of all subsequent owners of Parcels within the Shopping Center where the Building Areas on said Parcels are immediately adjacent easements for footings, foundations, and eaves (which includes, but is not limited to canopies and marquees) appurtenant to any building or structure on any such Parcel in the Shopping Center which may encroach into or over an adjoining Parcel. Such encroachments, however, unless otherwise agreed by the adjoining Parcel owners, shall be limited to a horizontal extension of not more than three (3) feet; and provided further that such easements for foundations or footings shall not be effective if a building has been constructed and exists within the applicable easement area, and the easement for overhangs in the event a building has been constructed within the applicable easement

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area shall be effective only with respect to that area above the existing building. In the event any easement for foundations or footings is utilized, the owner subject to the easement area shall have the right to use as a foundation for the wall of any building constructed on its Parcel any foundation or footing installed in the easement area granted pursuant to the provisions of this paragraph. It is the intention of Declarant hereby to provide that in consideration for the establishment of such easement over a particular parcel that the owner of such parcel shall have the right to use such extended foundations or footings in connection with any building constructed on such parcel so as to eliminate the need for any wasted space between buildings by allowing the walls of such buildings to be constructed immediately adjacent to each other.

5. Should any building constructed within the Shopping Center inadvertently encroach on any Parcel adjacent to said building in an area not covered pursuant to paragraph 4 above, which encroachment does not extend three (3) feet, the owner of the adjacent Parcel shall be deemed to have granted a perpetual easement for such encroachment.

6. Declarant does hereby establish in favor of all subsequent owners and occupants of Parcel A an easement over that portion of Parcel C shown on the attached Exhibit B for the purpose of maintaining, locating and erecting a free-standing pylon sign tower and sign to be located upon said Parcel, which easement shall also encompass the necessary wiring, conduit and attendant services thereto. The occupant of the building designated as "Drug Store" on Parcel C shall have the right (subject to local ordinance) to erect and maintain a sign on said pylon sign tower by paying to the occupant of the building located on Parcel A, one-half of the initial cost of constructing said sign tower, base and electrical service thereto. Said occupant of the building designated "Drug Store" on Parcel C shall submit the plan and specifi-

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cations for said sign to the occupant of the building located on Parcel A for its prior written approval as to design and location thereof. Each of the signs located on said tower or towers shall be separately metered to the owner thereof.

III. OPERATION AND MAINTENANCE OF COMMON AREA

1. Areas to be used for motor vehicle parking purposes by employees or occupants of the Shopping Center may be designated within the Shopping Center from time to time by the owners of Parcels A, B and C, and the tenant, if any, of Parcel A acting unanimously. No employee of any owner, lessee, or other occupant of any part of the Shopping Center shall use any portion of the Common Area for motor vehicle parking purposes except such area or areas as may be designated in writing for such purposes as provided herein.

2. The owners of each of the parcels in the Shopping Center shall pay all taxes and assessments when due on their respective parcels. Each of said owners shall provide public liability insurance with limits of not less than \$300,000.00 for each individual and \$500,000.00 for each accident, and \$100,000.00 for property damage to cover all claims or judgments arising from the use of their respective parcels, and each shall supply the others, or the others' tenants, with certificates of such insurance. The policies of such insurance shall provide that the insurance represented by such certificate shall not be changed or cancelled without the giving of ten (10) days written notice to the holder of such insurance and the holder of such certificates. The owners of each of the parcels in the Shopping Center shall maintain the Common Areas on their respective parcels, as shown on Exhibit B, in good condition and repair, including without limitation striping, patching, resurfacing, cleaning, drainage, providing electrical service thereto, and keeping same free of ice and snow. It is understood and agreed, however, that the owner of Parcel A shall be responsible for reimbursing to the owner of Parcel C for any maintenance cost and charges for the maintenance and the repair of the retention basin as shown on Exhibit B for 47.13% of such maintenance charges and costs. If any of such owners shall fail to so pay taxes and assessments when due, or maintain such insurance, or fail to so

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May 8, 1981

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maintain said Common Area, the other owners or tenants of owners may pay said taxes, provide such insurance and/or perform such maintenance as required. The curing owner or owner's tenant may then bill the defaulting owner for the expense incurred. The defaulting owner shall then have fifteen (15) days within which to pay said bill, and if the defaulting owner does not so pay, the curing owner shall have a lien on the parcel of said defaulting owner for the amount of said bill, which amount shall bear interest at the rate of fifteen per cent (15%) per annum until paid.

The lien provided for above may be filed for record by the curing owner as a claim of lien against the defaulting owner in the office of the Recorder of Deeds of Champaign County, Illinois, signed and verified, which shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses.
- (ii) A description of the portion of the Shopping Center which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

Such lien, when so filed and recorded against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing such lien. Such lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

3. No building, structure or barriers of any kind shall be erected on any portion of Parcels A, B and C, except upon those portions designated "Building Area", "Barrier Median" and "Pylon Sign", on Exhibit B hereof, with the exception that there may be constructed and maintained upon or over said property a canopy or canopies projecting from such building area; and normal foundations

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and doors for ingress and egress may project from such building area; and, further, signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of the owners, or owners' tenants, of the other parcels. No signs other than the signs provided hereinabove, directional signs for guidance upon the parking and driveway areas, and the pylon signs depicted on Exhibit B hereof, shall be erected upon the parking area, driveway area, or building area, except such as are approved in writing by the owners of the respective parcels, plus the tenant, if any, of Parcel A.

IV. PARTY WALL AND BUILDING RESTRICTIONS

1. The southerly wall of the building which is located on Parcel A, as depicted upon Exhibit B, is hereby declared to be a party wall. The owner of Parcel C, its tenants, successors, grantees, or assigns, shall have the right to use such wall as a party wall of a one (1) story building without having to obtain any permission or consent from the then owner or tenant, if any, of Parcel A; provided, however, that before said owner, tenant, successor, grantee or assign shall commence using such wall as a party wall, it shall first have paid to the party who developed Parcel A with buildings or its assigns, one-half of the cost incurred by said party developing Parcel A of constructing that portion of the party wall to be used by said owner, tenant, successor, grantee or assign (said cost being as determined by said party developing Parcel A), said sum to be equal to one-half of the product obtained by multiplying the per square foot cost of constructing the party wall by the number of square feet of said party wall to be used by said owner, tenant, successor, grantee or assign. Declarant does hereby establish an easement for the use of said party wall, both above and below the surface of the ground, and including the footings and foundations thereof, for the purpose of constructing and maintaining said party wall and for the purpose of inserting in the party

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1981R09107 DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS, AND ESTABLISHMENT OF PARTY WALL RIGHTS

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wall such beams, trestles, plates and other supports as the owner, tenant, successors, grantees or assigns may desire in order for the maintenance and construction of its building; provided, the same shall not weaken, damage or otherwise injure the party wall. In the case of weakening, damage to or destruction of the party wall or any part thereof, including but not limited to, the footings and foundations thereof, the expense of strengthening, rebuilding or repairing the party wall shall be borne equally by the respective owners of the Parcels utilizing the same; provided, however, that in the event such weakening, damage or destruction is the result of one of the parties' negligent acts or omission, such expense shall be borne solely by the negligent or omitting party. The length or the height of the party wall shall not be extended without first obtaining the express written consent of the respective owners of the parcels utilizing the same, plus the tenant of Parcel A, if any. In addition, the owners of the respective parcels shall carry and pay for fire insurance with extended coverage endorsement covering their improvements on the respective parcels, and each shall name the other as co-insureds under such insurance policies as to the party wall and shall furnish certificates of insurance showing such designation.

2. All buildings constructed on Parcels A, B and C shall be sprinklered by adequate automatic sprinkler system or shall contain an outside wall constructed so as to be considered a standard firewall meeting all the standards of the Illinois Inspection Bureau and allowing the rating of any building as a separate and distinct unit from any other building built on the respective parcels.

3. All buildings constructed in the Shopping Center shall be one (1) story in height and shall be constructed so as to complement the other buildings located in the Shopping Center to give the appearance of a uniform, integrated sales

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and shopping facility.

V. RESTRICTIONS ON USE

1. During the term of this Agreement, as hereinafter provided, no part of the Shopping Center, other than Parcel A, shall be occupied or used, directly or indirectly, or as an adjunct to, for the purposes of a general market or any other grocery store, bowling alley, bar or tavern, skating rink, theater or other recreational facility or training or education facility or adjunct thereto.

Any restaurant constructed within the Shopping Center shall also have constructed adjacent thereto a minimum of 12 parking spaces per 1,000 square feet of floor area contained in said restaurant provided, however, that in all events, there shall be maintained in the Shopping Center, a ratio of at least 5.0 parking spaces per 1,000 square feet of floor area contained in all buildings devoted to non-restaurant use.

VI. GENERAL PROVISIONS

1. Covenants Run With The Land. Each easement, restriction and covenant over the respective parcels shall be appurtenant to and for the benefit of the other parcels and each part thereof. Each covenant, restriction and undertaking as to the respective parcels shall be a burden

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thereon for the benefit of the other parcels and each part thereof.

The restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon the Declarant, its successors, grantees and assigns; provided, however, that if any owner sells any portion or all of its interest in any parcel owned by such owner and obtains from the purchaser thereof an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the vendor shall thereupon be released and discharged from any and all further obligations under this Agreement as such owner in connection with the property sold by it.

2. Duration. Except as otherwise provided herein, each easement created hereunder shall be for a perpetual duration and each covenant, restriction, and undertaking of this Declaration shall be for the term of fifty-five (55) years from the date hereof.

3. Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the owners of the property included within the Shopping Center, and the tenant, if any, of Parcel A, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4. Modification Provision. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all of the owners of the respective parcels, plus the tenant of Parcel A, if any, of the real property comprising the Shopping Center, and then only by written instrument duly executed and acknowledged by

FEB 12 1981

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by all of said owners, plus the tenant of Parcel A, if any, duly recorded in the office of the Recorder of Champaign County, Illinois. It is further understood and agreed this agreement shall not be changed without the approval of the City Council of the City of Urbana, Illinois in respect to the following provisions: All of the following sections: Section I, II with the exception of paragraph 6, the first sentence of paragraph 3 of Section III.

5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any owner to cancel, rescind or otherwise to terminate this Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7. Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null and void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless.

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May 27, 1981

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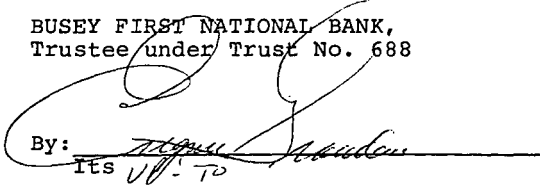
BOOK 1264 PAGE 424

each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, BUSEY FIRST NATIONAL BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Declarant has executed this instrument, all as of the day and year first above written.

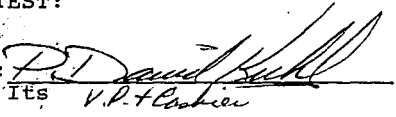
D E C L A R A N T

BUSEY FIRST NATIONAL BANK,
Trustee under Trust No. 688

By: 

Its V.P. + Cashier

ATTEST:

By: 

Its V.P. + Cashier

FEB 09 1981

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STATE OF Illinois)
) SS
COUNTY OF Champaign)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY THAT Eugene Brundage, personally known to me to be the VP. TO of BUSEY FIRST NATIONAL BANK, as Trustee under Trust No. 688 and P. David Kuhl, personally known to me to be the VP. Cashier of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VP. TO and VP. Cashier they signed and delivered the said instrument as VP. TO and VP. Cashier of said Bank, and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as Trustee aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, A. D. 1981.

Eugene Brundage
NOTARY PUBLIC

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LEGAL DESCRIPTION OF OVERALL TRACT

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; Thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning encompassing 8.684 acres, in Champaign County, Illinois.



JUNE 15, 1981

Item F9.



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81R 9107

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

JUN 18 1981 - 2 30 PM

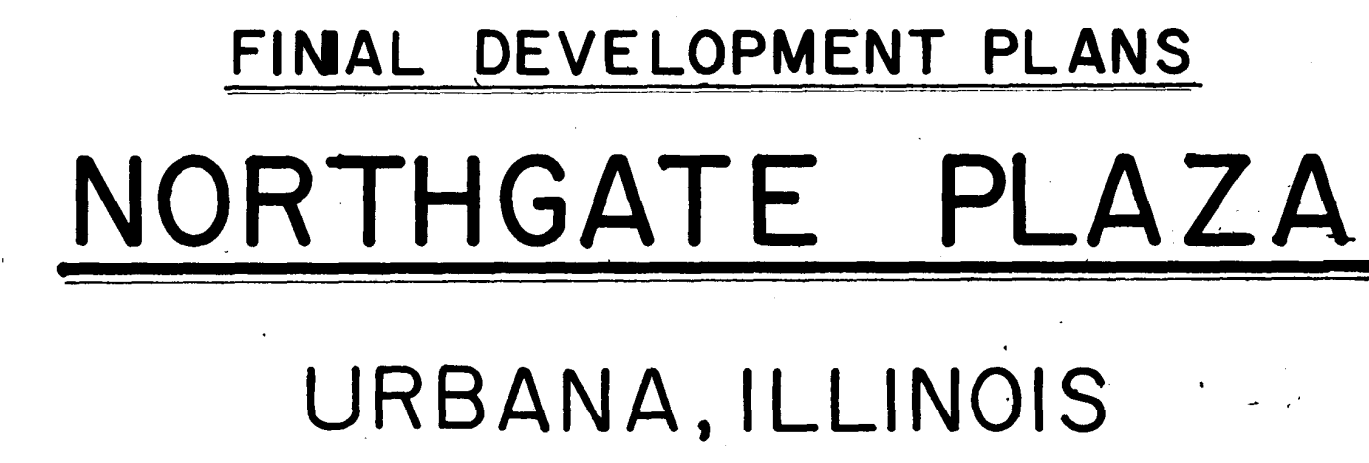
Recorded in Book 1264
in Record on Page 413

Robert C. Martin
Recorder of Deeds

19.000d
Tom Harrington
201 W Springfield
Suite 304
Champaign

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FINAL DEVELOPMENT PLAN

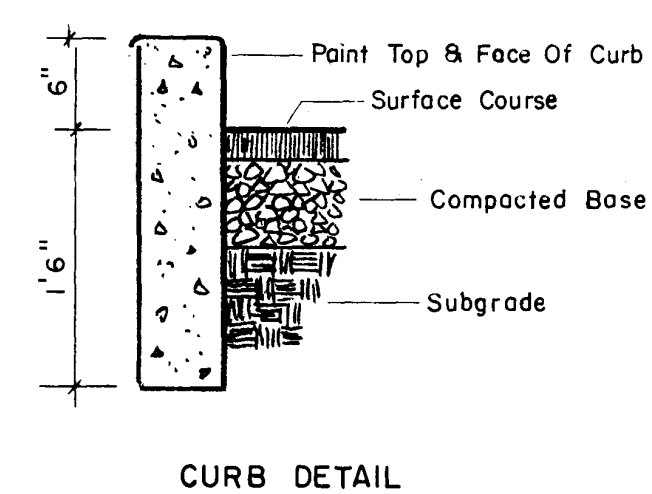


Total Parcel Areas	378,275 S.F.
Reserved Area (DRAIN @ Boslin)	52,210 S.F.
Total "Shopping" Center" Area	326,065 S.F.
Supermarket Building Area	29,511 S.F.
Other Retail Building Area	43,100 S.F.
Total Building Area	62,611 S.F.
Floor Area Ratio (Far) Allowed 5.0	Proposed 1.07
Parking & Services Area	263,454 S.F.
"Green Areas" (Perimeter Green Belt)	20,095 S.F.
Open Space Ratio Req.	17%
% Building Area/Parcel Area	Nine
Common Open Space (Parcel Area-Buildings):	315,664 S.F. (83%)
Parking	
Customers	374
Employees	56
Ratio/1000 S.F. of Building	430/62.61 = 6.9

<u>BUILDING TYPE</u>	<u>AREA</u>	<u>CODE</u>	<u>PARKING REQUIRED</u>
Supermarket	29,511 S.F.	1/150 S.F.	197
Drug	12,000 S.F.	1/150 S.F.	80
Retail	16,200 S.F.	1/200 S.F.	81
Restaurant	4,900 S.F.	1/125 S.F.	40
<u>TOTALS</u>	62,611 S.F.		398
Parking Req'd (85% reduction)			398 x .85 = 339
Parking Provided on Site		42 Bicycle	430 Parking

I hereby certify that to the best of my knowledge and belief to the extent that drainage of surface waters have been changed by the construction of this development, adequate provision has been made for collection and diversion of such surface water into public eas, or drainage which the subdivision is required to construct and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of said development.

Busey First National Bank as
Trustee under Trust No. 688



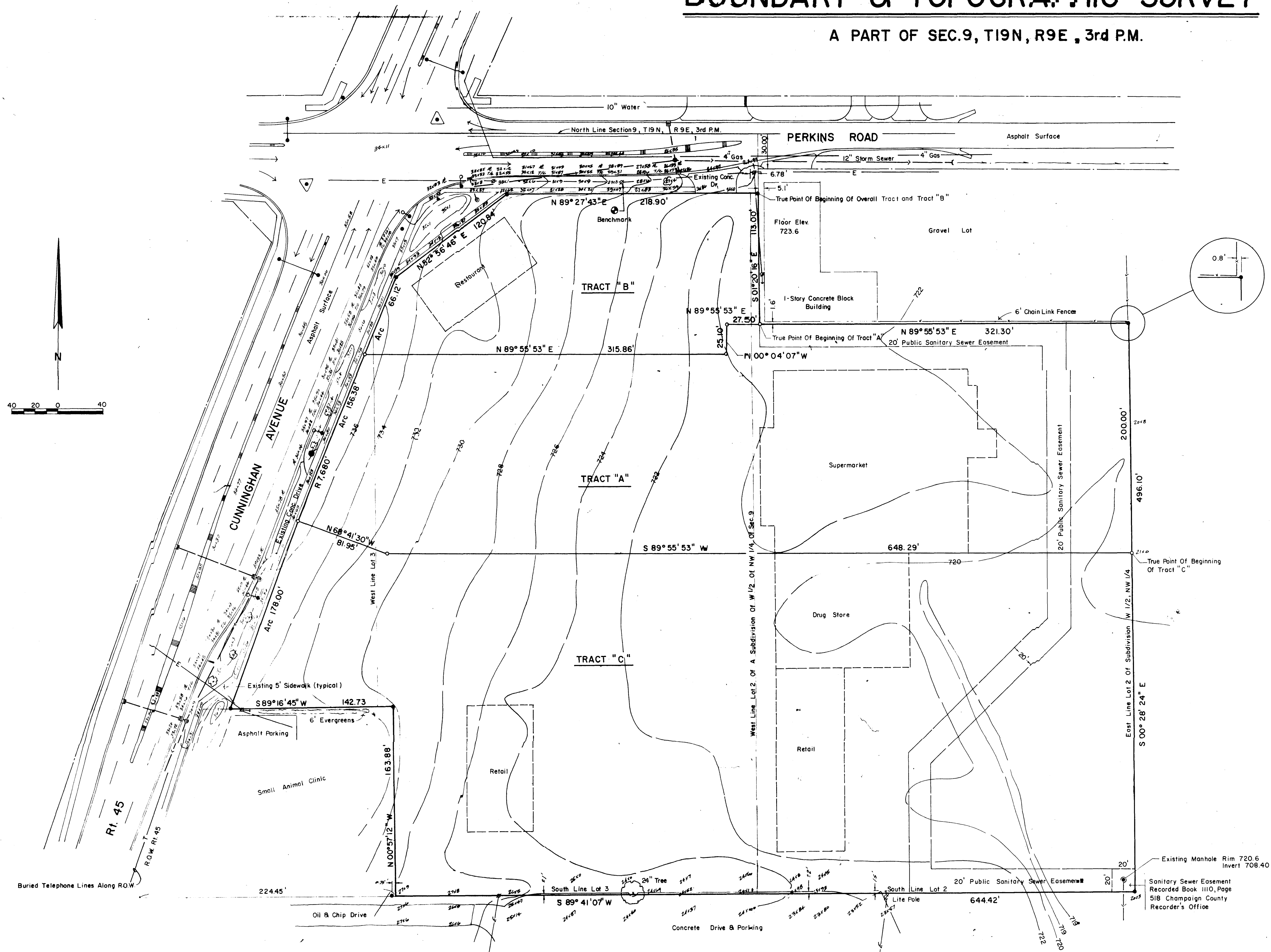
Approved:
Bhair S. Kundra
City Engineer

5/15/81

Sheet 1 of 2

BOUNDARY & TOPOGRAPHIC SURVEY

A PART OF SEC.9, T19N, R9E, 3rd P.M.



LEGEND

- Iron Pipe Found
- Iron Pipe Set
- Storm Inlet
- Storm Sewer Manhole
- Power Pole With Guy Wire
- Overhead Power Line
- Street Light
- Traffic Signal Light
- Traffic Signal Control Manhole
- Pedestrian Control For Traffic Signal
- 2" Tree (unless size otherwise noted)
- Spot Elevation - Add 700.0 For USGS Datum
- 722 Existing Contour Line

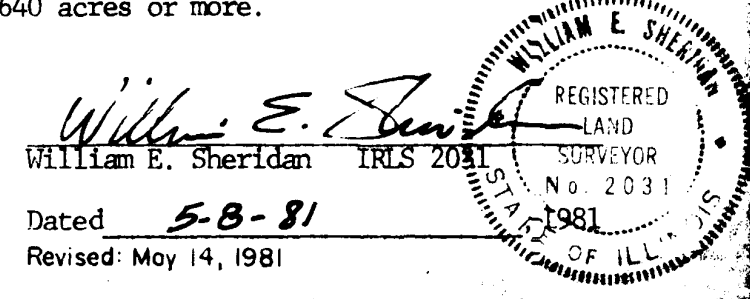
- NOTES:
- Small trees on tract not shown.
 - BM = Nail in power pole on south side of Perkins Road Approx. 65' west of north driveway. Elevation = 730.25 (USGS Datum)

DESCRIPTION OF SANITARY SEWER EASEMENT

A strip of ground, 20.00 feet in even width, 10.00 feet each side of the following described centerline:

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence South 00°04'07" East 105.00 feet to the true point of termination of the sanitary sewer easement centerline.

I, William E. Sheridan, Illinois Registered Land Surveyor No. 2031, hereby certify that I have caused a survey to be made of the below described tracts for the purposes of developing said tracts into a planned unit development shopping complex. The survey of said parcels as reflected by this plat is true and accurate in all respects. I further certify that no part of the property so described is situated within 500 feet of a surface drain or water course serving a tributary area of 640 acres or more.



LEGAL DESCRIPTION OF OVERALL TRACT

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeast 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 32°56'46" East 170.84 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning, encompassing 8.684 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "A"

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet; thence South 89°55'53" West 648.29 feet; thence North 89°41'07" East 81.75 feet to the Easterly right-of-way line of U.S. Route 45 as monumented and occupied; thence 156.38 feet along the Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet, an initial tangent bearing of North 21°18'30" East; thence North 89°55'53" East 315.56 feet; thence North 00°04'07" West 25.10 feet; thence North 89°55'53" East 27.50 feet to the true point of beginning encompassing 2.984 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "C"

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence South 00°28'24" East 200.00 feet along the East line of said Lot 2 to the true point of beginning; thence South 00°28'24" East 296.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence 178.00 feet along said Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence South 68°41'30" East 81.95 feet; thence North 89°55'53" East 648.29 feet to the true point of beginning, encompassing 4.801 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "B"

From the point of intersection of a line 30.00 feet South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 200.00 feet along the East line of said Lot 2 to the true point of beginning; thence South 00°28'24" East 296.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence 178.00 feet along said Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence South 68°41'30" East 81.95 feet; thence North 89°55'53" East 648.29 feet to the true point of beginning, encompassing 4.801 acres in Champaign County, Illinois.

ORDINANCE NO. 9091-149

AN ORDINANCE GRANTING A SPECIAL USE PERMIT

**AN AMENDMENT TO THE NORTHGATE PLAZA
PLANNED UNIT DEVELOPMENT**

WHEREAS, the Marine Bank of Champaign-Urbana Trust #43-344 has submitted a petition for a Special Use Permit to amend a previously approved Special Use Permit for Northgate Plaza Planned Unit Development granted by the Urbana City Council June 1, 1981; and

WHEREAS, the petitioner has requested an amendment to Northgate Plaza Planned Unit Development to allow the sale of a portion of the Tract C; and

WHEREAS, the Urbana Plan Commission has considered the said petition after due notice and after proper public hearing held June 6, 1991 as Plan Case #1446-PUD-91; and

WHEREAS, the Urbana Plan Commission has recommended approval of the requested Special Use Permit subject to the conditions outlined herein.

NOW, THEREFORE, BE IT ORDAINED BY THE URBANA CITY COUNCIL, that:

Section 1. A Special Use Permit is hereby granted to the petitioner, Marine Bank of Champaign-Urbana Trust #43-344, to allow the sale of a portion of Tract C described below, subject to the conditions outlined herein, the said property being legally described as:

A tract of land being a part of the Northwest quarter of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian, the boundary of which is described as follows:

Beginning at a point on the Easterly Right-of-Way line of Cunningham Avenue (U.S. Route 45), said point being a Southwesterly corner of Tract "C" of a survey by William E. Sheridan, Illinois Professional Land surveyor No. 2031, as recorded in Book of Plats "Z", at Page 181 of the Champaign County Recorder's Office, proceed North 89°16'45" East 142.73 feet along the boundary line of said Tract "C"; thence South 00°57'12" East 163.88 feet along the boundary of said Tract "C" to the South line of said Tract "C"; thence North 89°41'07" East 160.00 feet along said South line; thence North 00°57'12" West 185.01 feet; thence South 89°16'45" West 295.00 feet to the Easterly Right-of-Way line of Cunningham Avenue; thence Southwesterly 21.39 feet along said Right-of-Way to the

Point of Beginning, encompassing 0.741 acres in Champaign County, Illinois.

Section 2. The following conditions are imposed on the Special Use Permit herein granted:

a. The property is to be properly subdivided prior to any transfer of ownership.

b. Said subdivision shall reference the special use permits governing this tract and all covenants associated with the property previously approved by the Urbana City Council.

c. All conditions imposed by Ordinance No. 8081-120, approving the original Northgate Plaza Planned Unit Development, shall apply to this amendment.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Section 1-2-4 of the Illinois Municipal Code.

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 Council on the 17th day of June, 1991.

PASSED by the City Council on this 17th day of June, 1991.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 21st day of June, 1991.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

91R14742

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

DOC # _____
CHAMPAIGN COUNTY, ILL
BB-125

REPLAT OF TRACT "C"

NORTHGATE PLAZA

'91 JUL 19 AM 10 12

OWNER'S CERTIFICATE

James A. Galbraith

RECORDER

KNOW ALL MEN BY THESE PRESENT, that the undersigned, MARINE
BANK OF CHAMPAIGN-URBANA, Trustee Under Trust 43-344, being the
owner of the following described real estate:

Tract "C" of Northgate Plaza, Urbana, Illinois as
recorded in Book 2 of Plats at Page 181 of the Champaign
County Recorder's Office, Urbana, Illinois.

shown in the annexed plat and described in the Surveyor's
Certificate thereunto attached has caused the said described real
estate to be surveyed and platted by William E. Sheridan, Illinois
Land surveyor No. 2031, Champaign, Illinois, in the manner shown on
said Plat, as a subdivision to be perpetually known as Replat of
Tract "C" of Northgate Plaza, Urbana, Illinois.

It is hereby provided that all conveyances of property
hereinafter made by the present or future owners of any of the land
described in the foregoing Surveyor's Certificate shall, by
adopting the description of said platted land as Replat of Tract
"C" Northgate Plaza, to be taken and understood as incorporated in
all such conveyances, without repeating the same that the property
shall be subject to and encumbered by the easements and setbacks
shown on the plat.

IN WITNESS WHEREOF, MARINE BANK OF CHAMPAIGN-URBANA, Trustee
Under Trust 43-344, executed this Owner's Certificate this 15th
July
day of ~~June~~, A.D., 1991.

MARINE BANK OF CHAMPAIGN-URBANA,
Trustee Under Trust No. 43-344

BY: Victor Henson
(AVP)

Attest: [Signature]
(TRUST OFFICER)

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in
the state aforesaid, do hereby certify that VICTOR HENSON
as AVP of MARINE BANK OF C-U
and _____ as _____ of said
bank, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such AVP
and _____ respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act of said bank, for
the uses and purposes therein set forth; and the said
did also then and there acknowledge that said Secretary, as
custodian of the corporate seal of said bank, did affix the said
corporate seal of said bank to said instrument as said Secretary's
own free and voluntary act, and as the free and voluntary act of
said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of
July, 1991.



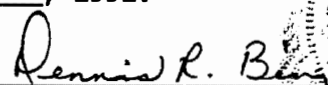
Callista L. Jordan
Notary Public

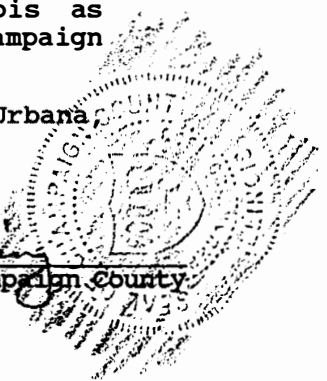
STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, DENNIS BING, County Clerk in and for the County of Champaign, State of Illinois, and keeper of the records and files of said office, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments, against the following tract of land:

Tract "C" of Northgate Plaza, Urbana, Illinois as recorded in Book Z of Plats at Page 181 of the Champaign County Recorder's Office, Urbana, Illinois.

Given under my hand and seal of said county, at Urbana, Illinois, this 15TH day of JULY, 1991.


County Clerk of Champaign County
Illinois



91-21-09-103-021

91R14742

DOC # _____
CHAMPAIGN COUNTY, ILL
BB-125

'91 JUL 19 AM 10 12

Norm D. Jacobson

RECORDER

*Replat Tract C of
Northgate Plaza*

Date 7-15-91

Instrument Replat

Description _____

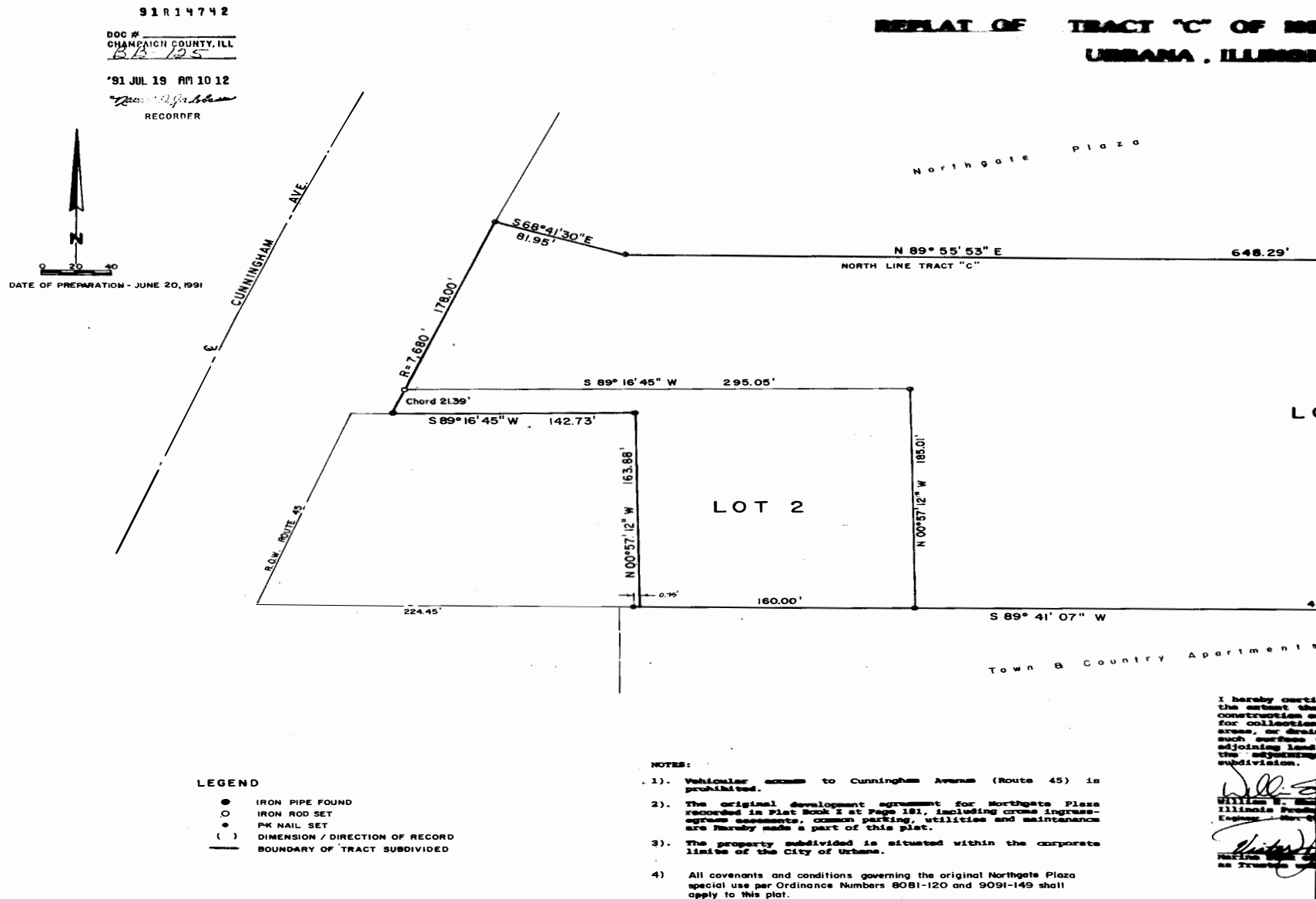
*Tract C Northgate
Plaza*

Return to: Chicago Title

$$\begin{array}{r} 53.00 \\ \$ \quad 3.00 \\ \hline 56.00 \end{array}$$



BB-125



1991R14742 REPLAT OF TRACT "C" NORTHGATE PLAZA

OF TRACT "C" OF NORTHGATE PLAZA URBANA, ILLINOIS

gale plaza

33" E 648.29' SOUTH LINE TRACT "A"

LOT 1

POINT OF BEGINNING OF TRACT "C"
OF NORTHGATE PLAZA AS RECORDED
IN BOOK 2 OF PLATS AT PAGE 181

APPROVED BY:

Balthar S. Kudva City Engineer

Lynee K. Walden Director, Community Development Services

April D. Hetchum Secretary, Urbana Planning Commission

Date: 7-18-91

Attest: Ruth S. Bracken City Clerk, 7-18-91 Date

EAST LINE TRACT "C"
296.10'
S 00° 28' 24" E

20'
20'

S 89° 41' 07" W 484.42' SOUTH LINE TRACT "C" 644.42'

Sanitary Sewer
Easement

Town & Country Apartments

DRAINAGE CERTIFICATE

I hereby certify that to the best of my knowledge and belief, to the extent that drainage of surface waters have been changed by construction of said subdivision, adequate provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of the subdivision.

William E. Sheridan
Illinois Professional
Engineer No. 29507
William E. Sheridan
Marine Bank of Chicago-Urbana
as Trustee under Trust No. 43-346

SURVEYOR'S CERTIFICATE

I, William E. Sheridan, Illinois Professional Land Surveyor No. 2031, hereby certify that at the request of the owner, I have caused a survey to be made of the following described tract:

Tract "C" of Northgate Plaza, Urbana, Illinois as recorded in Book 2 of Plats at Page 181 of the Champaign County Recorder's Office, Urbana, Illinois.

For the purpose of subdividing said tract into two (2) lots. Survey markers have been placed at each corner of said tract as denoted on the attached plat setting forth exact dimensions in feet and decimals thereof. Said tract shall be known as "Replat of Tract 'C' of Northgate Plaza, Urbana, Illinois".

I further certify that no part of the property covered by this plat is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

Date July 3, 1991

William E. Sheridan
Illinois Professional
Surveyor No. 2031
William E. Sheridan
Marine Bank of Chicago-Urbana
as Trustee under Trust No. 43-346

ue (Route 45) is

for Northgate Plaza
cluding cross ingress-
ties and maintenance

within the corporate

iginal Northgate Plaza
and 9091-149 shall

Revised July 1991



FIG. 1: 2021 AERIAL – LOOKING EAST

Exhibit H: Aerials



FIG. 2: 2021 AERIAL – LOOKING SOUTHc

Exhibit H: Aerials

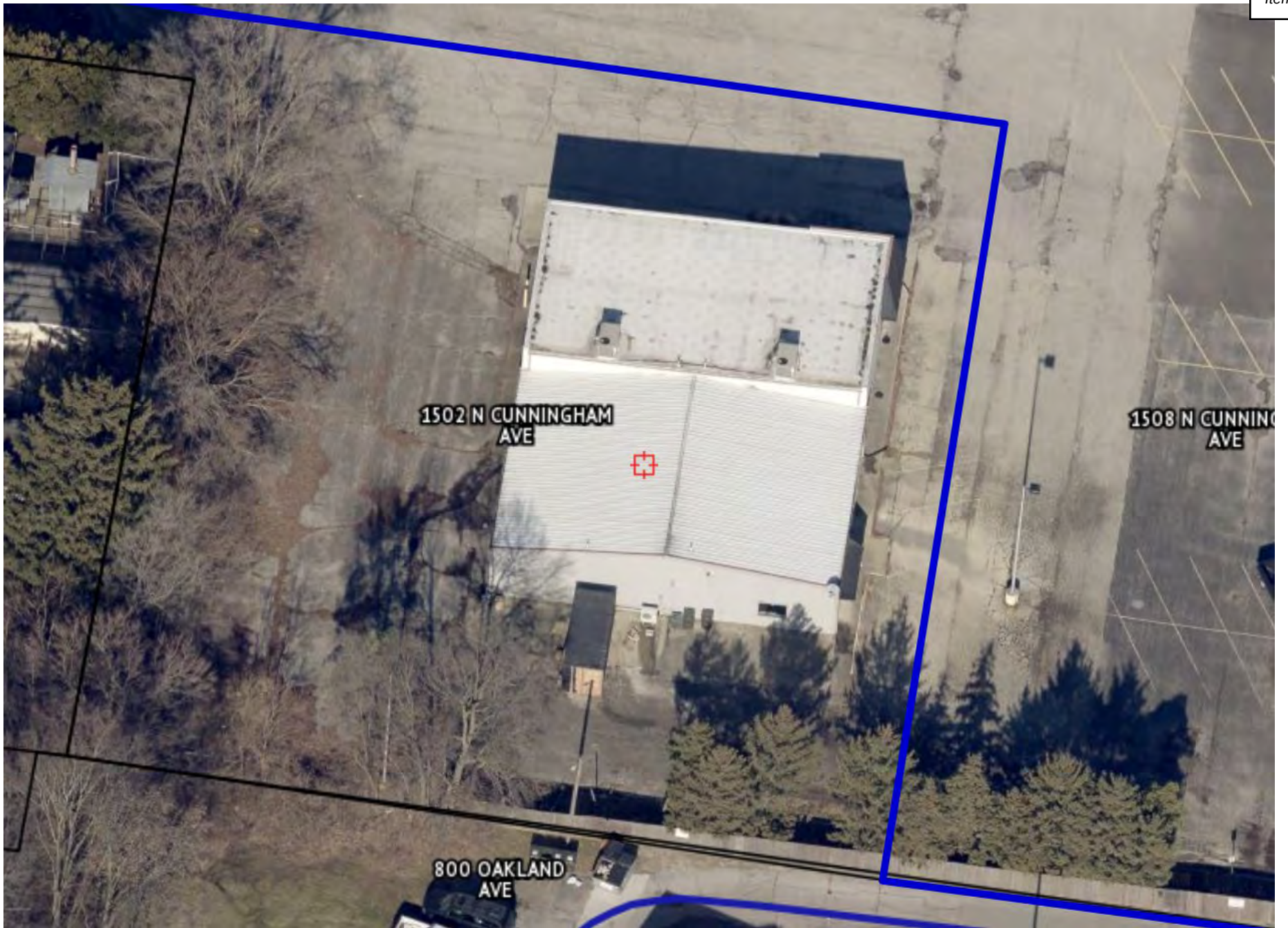


FIG. 3: 2021 AERIAL – LOOKING NORTH



FIG. 4: 1988 AERIAL



FIG. 5: 2022 AERIAL

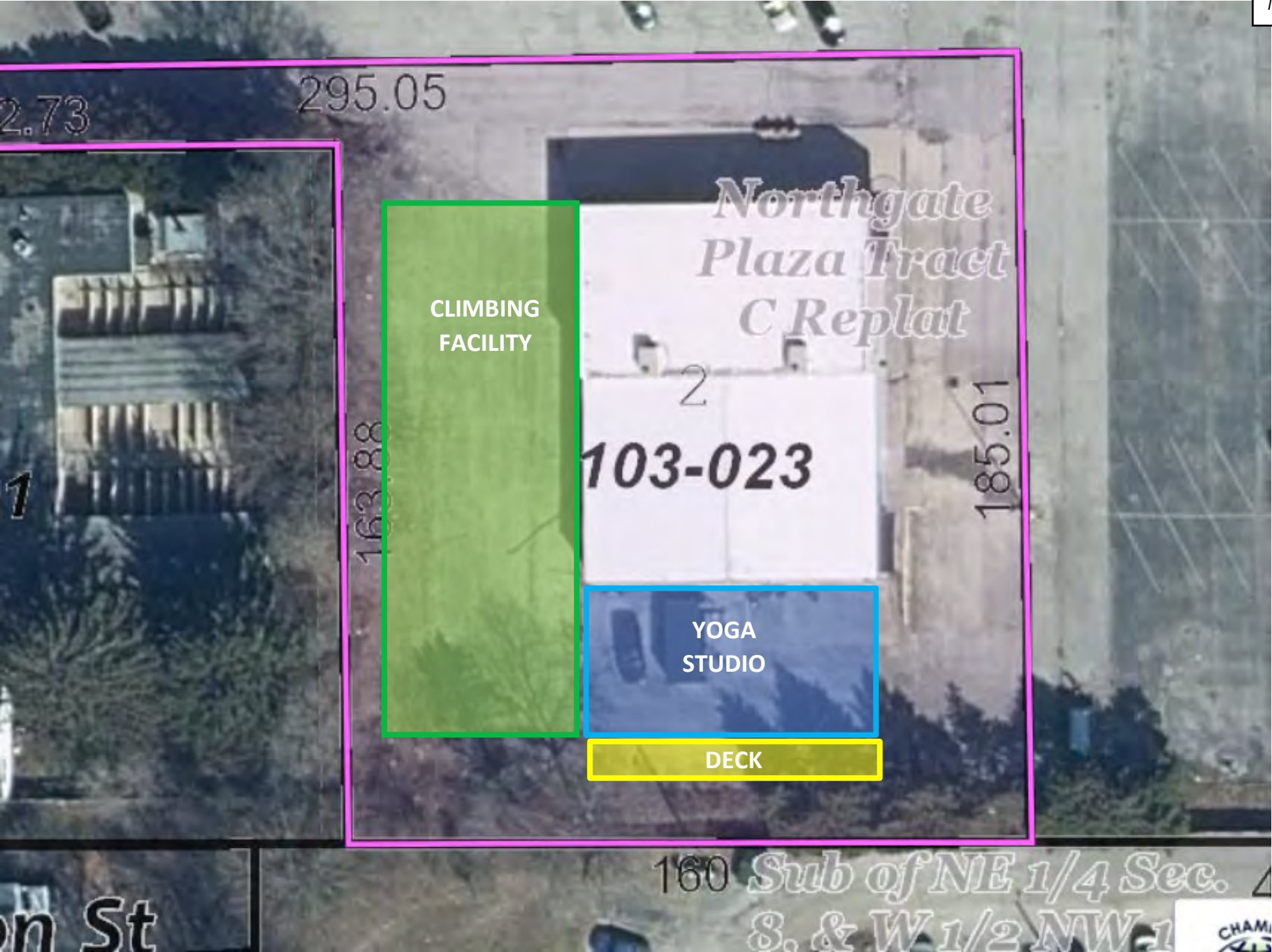


FIG. 6: 2022 AERIAL WITH PROPOSED EXPANSIONS

Exhibit I: Photos

Item F9.



Fig. 1: Looking southeast



Fig. 2: Looking south along west side of building



Fig. 3: Looking southeast (backup)

Exhibit I: Photos

Item F9.



Fig. 4: Looking southeast (closeup)



Fig. 5: Looking east along south side of building

Exhibit J: Modified Declaration and Development Plan

Item F9.

DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND ESTABLISHMENT OF PARTY WALL RIGHTS

THIS DECLARATION OF RESTRICTIONS, AND ESTABLISHMENT OF PARTY WALL RIGHTS, GRANT OF EASEMENTS, AND ESTABLISHMENT OF PARTY WALL RIGHTS, is made as of this ____ day of ____, 2022, by insert name of Declarant, hereinafter called "Declarant." This instrument is, for convenience, hereinafter referred to as a "Declaration."

PRELIMINARY:

1. Declarant owns certain real property situated in the City of Urbana, County of Champaign, State of Illinois, described in Exhibit A, attached hereto and incorporated herein by reference. Said real property is divided into three (3) Parcels, which are hereinafter referred to separately as Parcels A, B, and C, which Parcels are hereinafter collectively referred to as the "Shopping Center." Attached hereto as Exhibit B is a plot plan of the Shopping Center, which is hereby incorporated herein by reference.

2. Declarant plans the development of the Shopping Center as an integrated retail sales area for the mutual benefit of all real property in the Shopping Center, and for such purposes Declarant does hereby fix and establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as 'Restrictions'), upon and subject to which all of said Shopping Center, or any part thereof, shall be improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with said property and shall apply to and bind the respective successors in interest thereof, and all and each thereof, and is imposed upon said property as a mutual equitable servitude in favor of said property and any portion thereof.

3. Declarant anticipates the partial development of Parcels A and C at the present time and contemplates that Parcel B and the balance of Parcel C will also be ultimately developed for integration into the Shopping Center but, except as shown on Exhibit B, there are no firm plans for the development of Parcel B and the balance of Parcel C at the present time. Declarant does desire to provide certain restrictions and rights affecting Parcels B and C at this time, however, in contemplation of their proposed integration into the Shopping Center.

Exhibit J: Modified Declaration and Development Plan

Item F9.

I. COMMON AREA DEVELOPMENT

1. For the purposes of this Agreement, all of the area within the Shopping Center to be used in common shall be referred to as "Common Area" and said Common Area effectively includes all areas within the Shopping Center other than "Building Areas. Said Common Area is delineated on the plot plan, which is Exhibit B hereto, and said Common Area shall be developed substantially as shown on said Exhibit B.

2. In the development and use of Parcels A, B and C, there should not be established or maintained any building, structure, or areas for the transaction of business, whether for retail stores or other purposes, for which there shall not be established and maintained a Common Area providing for parking facilities in a ratio as shown on the attached plot plan marked Exhibit B.

II. EASEMENTS

1. Declarant does hereby establish in favor of all sub-sequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

2. Declarant does hereby establish in favor of all sub-sequent owners and occupants of the Shopping Center, their customers and invitees, non-exclusive easements for the ingress and egress and passage of pedestrians into, out of, on, over and across the Common Area from time to time established on the Parcels of the Shopping Center, so that the Shopping Center may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

3. Declarant does hereby establish in favor of all sub-sequent owners of any portion of the Shopping Center non-exclusive easements under, through and across the Common Area of their respective Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical

Exhibit J: Modified Declaration and Development Plan

Item F9.

conduits or systems, gas mains, other public utilities, and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities instrumentalities shall be installed and maintained below the ground level or surface of such easements.

4. Declarant does hereby establish in favor of all subsequent owners of Parcels within the Shopping Center where the Building Areas on said Parcels are immediately adjacent easements for footings, foundations, and eaves (which includes, but is not limited to canopies and marquees) appurtenant to any building or structure on any such Parcel in the Shopping Center which may encroach into or over an adjoining Parcel. Such encroachments, however, unless otherwise agreed by the adjoining Parcel owners, shall be limited to a horizontal extension of not more than three (3) feet; and provided further that such easements for foundations or footings shall not be effective if a building has been constructed and exists within the applicable easement area, and the easement for overhangs in the event a building has been constructed within the applicable easement area shall be effective only with respect to that area above the existing building. In the event any easement for foundations or footings is utilized, the owner subject to the easement area shall have the right to use as a foundation for the wall of any building constructed on its Parcel any foundation or footing installed in the easement area granted pursuant to the provisions of this paragraph. It is the intention of Declarant hereby to provide that in consideration for the establishment of such easement over a particular parcel that the owner of such parcel shall have the right to use such extended foundations or footings in connection with any building constructed on such parcel so as to eliminate the need for any wasted space between buildings by allowing the walls of such buildings to be constructed immediately adjacent to each other.

5. Should any building constructed within the Shopping Center inadvertently encroach on any Parcel adjacent to said building in an area not covered pursuant to paragraph 4 above, which encroachment does not extend three (3) feet, the owner of the adjacent Parcel shall be deemed to have granted a perpetual easement for such encroachment.

6. Declarant does hereby establish in favor of all subsequent owners and occupants of Parcel A an easement over that portion of Parcel C shown on the attached Exhibit B for the purpose of maintaining, locating

Exhibit J: Modified Declaration and Development Plan

Item F9.

and erecting a free-standing pylon sign tower and sign to be located upon said Parcel, which easement shall also encompass the necessary wiring, conduit and attendant services thereto. The occupant of the building designated as "Drug Store" on Parcel C shall have the right (subject to local ordinance) to erect and maintain a sign on said pylon sign tower by paying to the occupant of the building located on Parcel A, one-half of the initial cost of constructing said sign tower, base and electrical service thereto. Said occupant of the building designated "Drug Store" on Parcel C shall submit the plan and specifications for said sign to the occupant of the building located on Parcel A for its prior written approval as to design and location thereof. Each of the signs located on said tower or towers shall be separately metered to the owner thereof.

III. OPERATION AND MAINTENANCE OF COMMON AREA

1. Areas to be used for motor vehicle parking purposes by employees or occupants of the Shopping Center may be designated within the Shopping Center from time to time by the owners of Parcels A, Band C, and the tenant, if any, of Parcel A acting unanimously. No employee of any owner, lessee, or other occupant of any part of the Shopping Center shall use any portion of the Common Area for motor vehicle parking purposes except such area or areas as may be designated in writing for such purposes as provided herein.

2. The owners of each of the parcels in the Shopping Center shall pay all taxes and assessments when due on their respective parcels. Each of said owners shall provide public liability insurance with limits of not less than \$300,000.00 for each individual and \$500,000.00 for each accident, and \$100,000.00 for property damage to cover all claims or judgments arising from the use of their respective parcels, and each shall supply the others, or the others' tenants, with certificates of such insurance. The policies of such insurance shall provide that the insurance represented by such certificate shall not be changed or cancelled without the giving of ten (10) days written notice to the holder of such insurance and, the holder of such certificates. The owners of each of the parcels in the Shopping Center shall maintain the Common Areas on their respective parcels, as shown on Exhibit B, in good condition and repair, including without limitation striping, patching, resurfacing, cleaning, drainage, providing electrical service thereto, and keeping same free of ice and snow. It is understood and agreed, however, that the owner of Parcel A shall be responsible for reimbursing to the owner of Parcel C for any maintenance cost

Exhibit J: Modified Declaration and Development Plan

Item F9.

and charges for the maintenance and the repair of the retention basin as shown on Exhibit B for 47.13% of such maintenance charges and costs. If any of such owners shall fail to so pay taxes and assessments when due, or maintain such insurance, or fail to so maintain said Common Area, the other owners or tenants of owners may pay said taxes, provide such insurance and/or perform such maintenance as required. The curing owner or owner's tenant may then bill the defaulting owner for the expense incurred. The defaulting owner shall then have fifteen (15) days within which to pay said bill, and if the defaulting owner does not so pay, the curing owner shall have a lien on the parcel of said defaulting owner for the amount of said bill, which amount shall bear interest at the rate of fifteen per cent (15%) per annum until paid.

The lien provided for above may be filed for record by the curing owner as a claim of lien against the defaulting owner in the office of the Recorder of Deeds of Champaign County, Illinois, signed and verified, which shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses.
- (ii) A description of the portion of the Shopping Center which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property, which is the subject of the alleged lien.

Such lien, when so filed and recorded against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing such lien. Such lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

3. No building, structure or barriers of any kind shall be erected on any portion of Parcels A, Band C, except upon those portions designated "Building Area," "Barrier Median" and "Pylon Sign," on Exhibit B hereof, with the exception that there may be constructed and maintained upon or over said property a canopy or canopies projecting from such building area; and normal foundations and doors for ingress and egress may project from such building area; and, further, signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of the owners, or owners' tenants, of the other parcels. No signs other than the signs provided hereinabove, directional signs for guidance upon the parking and driveway areas, and the pylon

Exhibit J: Modified Declaration and Development Plan

Item F9.

signs depicted on Exhibit B hereof, shall be erected upon the parking area, driveway area, or building area, except such as are approved in writing by the owners of the respective parcels, plus the tenant, if any, of Parcel A.

IV. PARTY WALL AND BUILDING RESTRICTIONS

1. The southerly wall of the building, which is located on Parcel A, as depicted upon Exhibit B, is hereby declared to be a party wall. The owner of Parcel C, its tenants, successors, grantees, or assigns, shall have the right to use such wall as a party wall of a one (1) story building without having to obtain any permission or consent from the then owner or tenant, if any, of Parcel A; provided, however, that before said owner, tenant, successor, grantee or assign shall commence using such wall as a party wall, it shall first have paid to the party who developed Parcel A with buildings or its assigns, one-half of the cost incurred by said party developing Parcel A of constructing that portion of the party wall to be used by said owner, tenant, successor, grantee or assign (said cost being as determined by said party developing Parcel A), said sum to be equal to one-half of the product obtained by multiplying the per square foot cost of constructing the party wall by the number of square feet of said party wall to be used by said owner, tenant, successor, grantee or assign. Declarant does hereby establish an easement for the use of said party wall, both above and below the surface of the ground, and including the footings and foundations thereof, for the purpose of constructing and maintaining said party wall and for the purpose of inserting in the party wall such beams, trestles, plates and other supports as the owner, tenant, successors, grantees or assigns may desire in order for the maintenance and construction of its building; provided, the same shall not weaken, damage or otherwise injure the party wall. In the case of weakening, damage to or destruction of the party wall or any part thereof, including but not limited to, the footings and foundations thereof, the expense of strengthening, rebuilding or repairing the party wall shall be borne equally by the respective owners of the Parcels utilizing the same; provided, however, that in the event such weakening, damage or destruction is the result of one of the parties' negligent acts or omission, such expense shall be borne solely by the negligent or omitting party. The length or the height of the party wall shall not be extended without first obtaining the express written consent of the respective owners of the parcels utilizing the same, plus the tenant of Parcel A, if any. In addition, the owners of the respective parcels shall carry and pay for fire insurance

Exhibit J: Modified Declaration and Development Plan

Item F9.

with extended coverage endorsement covering their improvements on the respective parcels, and each shall name the other as co-insureds under such insurance policies as to the party wall and shall furnish certificates of insurance showing such designation.

2. All buildings constructed on Parcels A, B and C shall be sprinklered by adequate automatic sprinkler system or shall contain an outside wall constructed so as to be considered a standard firewall meeting all the standards of the Illinois Inspection Bureau and allowing the rating of any building as a separate and distinct unit from any other building built on the respective parcels.

~~3. All buildings constructed in the Shopping Center shall be one (1) story in height and shall be constructed so as to complement the other buildings located in the Shopping Center to give the appearance of a uniform, integrated sales and shopping facility.~~

~~V. RESTRICTIONS ON USE~~

~~1. During the term of this Agreement, as hereinafter provided, no part of the Shopping Center, other than Parcel A, shall be occupied or used, directly or indirectly, or as an adjunct to, for the purposes of a general market or any other grocery store, bowling alley, bar or tavern, skating rink, theater or other recreational facility or training or education facility or adjunct thereto.~~

~~Any restaurant constructed within the Shopping Center shall also have constructed adjacent thereto a minimum of 12 parking spaces per 1,000 square feet of floor area contained in said restaurant provided, however, that in all events, there shall be maintained in the Shopping Center, a ratio of at least 5.0 parking spaces per 1,000 square feet of floor area contained in all buildings devoted to non-restaurant use.~~

~~VI. GENERAL PROVISIONS~~

1. Covenants Run With The Land. Each easement, restriction and covenant over the respective parcels shall be appurtenant to and for the benefit of the other parcels and each part thereof. Each covenant, restriction

Exhibit J: Modified Declaration and Development Plan

Item F9.

and undertaking as to the respective parcels shall be a burden thereon for the benefit of the other parcels and each part thereof.

The restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon the Declarant, its successors, grantees and assigns; provided, however, that if any owner sells an portion or a1l of its interest in any parcel owned by such owner and obtains from the purchaser thereof an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the vendor shall thereupon be released and discharged from any and all further obligations under this Agreement as such owner in connection with the property sold by it.

2. Duration. Except as otherwise provided herein, each easement created hereunder shall be for a perpetual duration and each covenant, restriction, and undertaking of this Declaration shall be for the term of fifty-five (55) years from the date hereof.

3. Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the owners of the property included within the Shopping Center, and the tenant, if any, of Parcel A, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4. Modification Provision. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all of the owners of the respective parcels, plus the tenant of Parcel A, if any, of the real property comprising the Shopping Center, and then only by written instrument duly executed and acknowledged by all of said owners, plus the tenant of Parcel A, if any, duly recorded in the office of the Recorder of Champaign County, Illinois. It is further understood and agreed this agreement shall not be changed without the approval of the City Council of the City of Urbana, Illinois in respect to the following provisions: All of the following sections: Section I, II with the exception of paragraph 6, the first sentence of paragraph 3 of Section III.

Exhibit J: Modified Declaration and Development Plan

Item F9.

5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any owner to cancel, rescind or otherwise to terminate this Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7. Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null and void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, insert name of Declarant on account of this instrument or on account of any warranty, indemnity, representation,

Exhibit J: Modified Declaration and Development Plan

Item F9.

covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Declarant has executed this instrument, all as of the day and year first above written.

DECLARANT

insert name of Declarant

By: _____

ATTEST:

By: _____

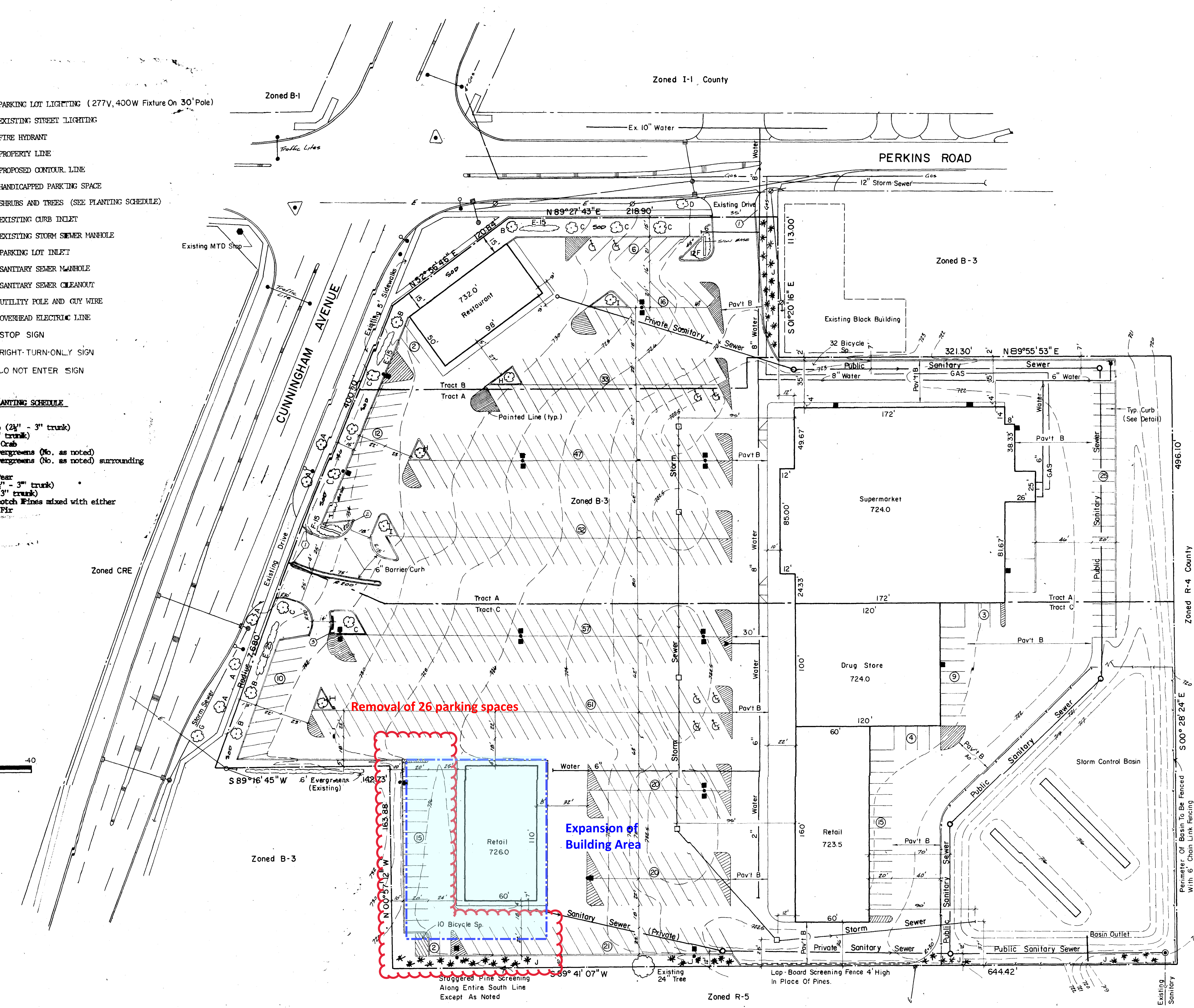
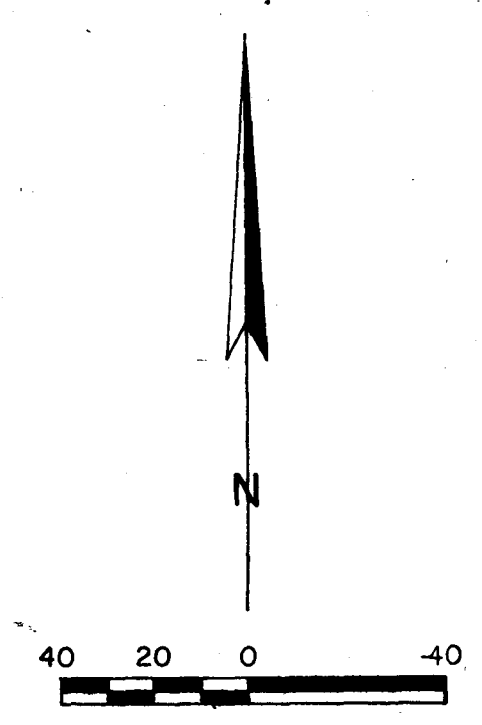
NOTARY PUBLIC STATEMENT FOLLOWS:

LEGAL DESCRIPTION OF OVERALL TRACT

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 291.45 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 01°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, said point being the true point of beginning; thence South 01°20'16" East 113.0 feet; thence North 89°55'53" East 321.30 feet to the East line of said Lot 2; thence South 00°28'24" East 496.10 feet along, the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'07" West 644.42 feet along the South line of said Lot 2 and Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; Thence South 89°16'45" West 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet along the monumented and occupied right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'13" East 218.90 feet along the monumented and occupied right-of-way line of Perkins Road to the true point of beginning encompassing 8.684 acres, in Champaign County, Illinois.

- LEGEND**
- ■ ■ PARKING LOT LIGHTING (277V, 400W Fixture On 30' Pole)
 - EXISTING STREET LIGHTING
 - FIRE HYDRANT
 - PROPERTY LINE
 - PROPOSED CONTOUR LINE
 - HANDICAPPED PARKING SPACE
 - SHRUBS AND TREES (SEE PLANTING SCHEDULE)
 - EXISTING CURB INLET
 - EXISTING STORM SEWER MANHOLE
 - PARKING LOT INLET
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - UTILITY POLE AND GUY WIRE
 - OVERHEAD ELECTRIC LINE
 - STOP SIGN
 - RIGHT-TURN-ONLY SIGN
 - DO NOT ENTER SIGN

- PLANTING SCHEDULE**
- A—Existing Lindens
 - B—White Oak or Chinquap (2 1/2" - 3" trunk)
 - C—Flowering Crab (3" trunk)
 - D—Existing Flowering Crab
 - E—18" Spt. Juniper Evergreens (No. as noted)
 - F—18" Spt. Juniper Evergreens (No. as noted) surrounding sign bases
 - G—Existing Bradford Pear
 - H—Holding Cypress (2 1/2" - 3" trunk)
 - I—Sugar Maple (2 1/2" - 3" trunk)
 - J—4 foot Staggered Scotch Pines mixed with either Spruce, Hemlock or Fir



FINAL DEVELOPMENT PLANS
NORTHGATE PLAZA
URBANA, ILLINOIS

SITE DATA

Total Parcel Area	378,275 S.F.
Reserved Area (Drain to Basin)	52,210 S.F.
Total "Shopping Center" Area	326,065 S.F.
Supermarket Building Area	29,511 S.F.
Other Retail Building Area	43,100 S.F.
Total Building Area	72,611 S.F.

PARKING KEY

Vehicle and bicycle parking must be provided in compliance with the Urbana Zoning Ordinance.

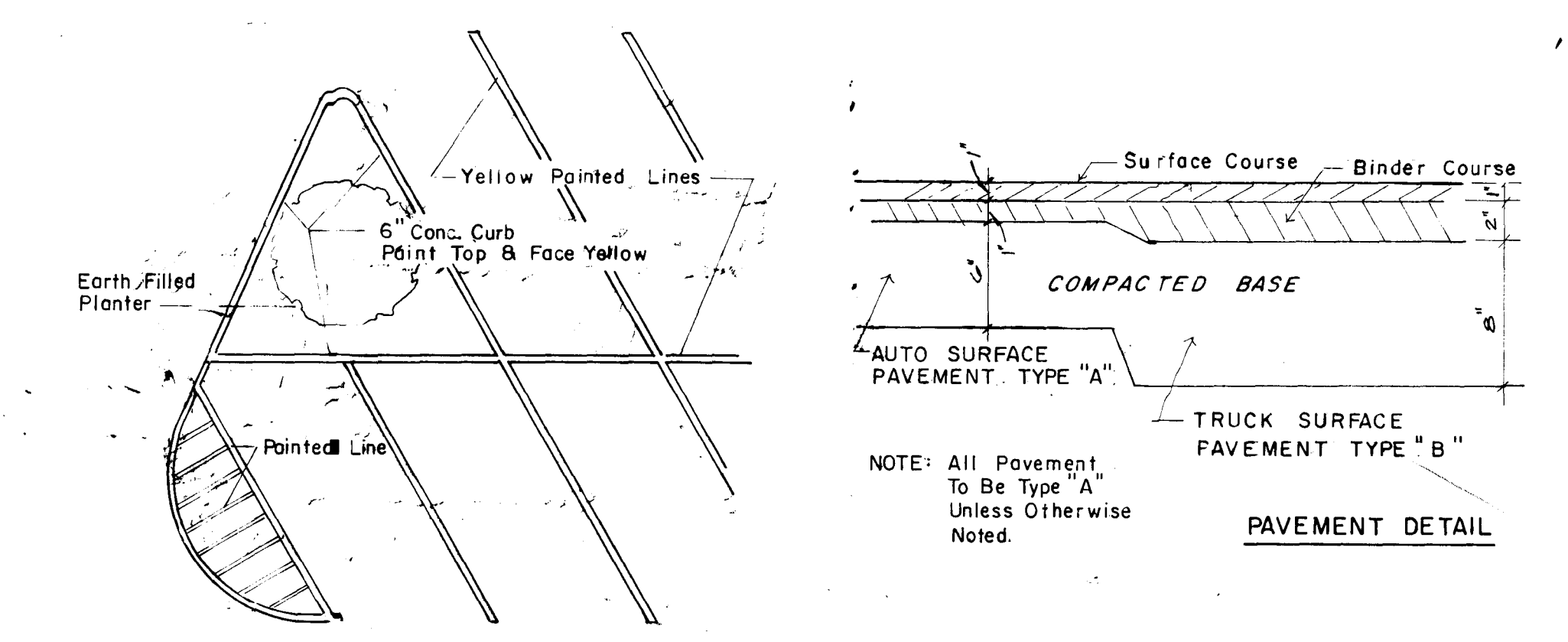
Proposed development must comply with the underlying zoning district.

DRAINAGE CERTIFICATE

I hereby certify that to the best of my knowledge and belief to the extent that drainage of surface waters have been changed by the construction of this development, adequate provision has been made for collection and diversion of such surface water into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of said development.

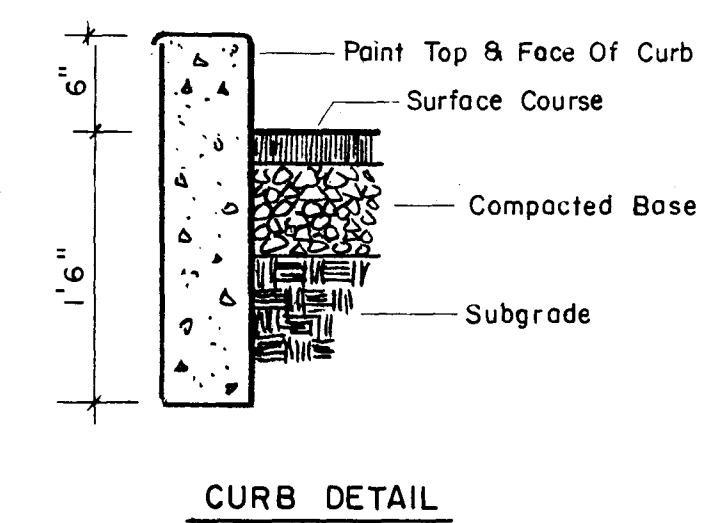
William E. Sheridan
IRPE 29387
April 28, 1981

Bussey First National Bank as
Trustee under Trust No. 688



TYPICAL PLANTER ISLAND

Approved:
Bobbie S. Kishner
City Engineer
5/15/81



CURB DETAIL

AGREEMENT OF MAINTENANCE

The owner, its successors and assigns, hereby agreed to maintain the retention basin as shown on the PUD plat functional and in good operation. Such maintenance shall include but not be limited to keeping the premises mowed and free from debris and removal of any silt buildup that may reduce operating efficiency of the retention basin.

It is a further condition of this PUD that the owner and its successors and assigns do hereby agree that the City of Urbana shall have a permanent right of ingress and egress for the purposes of inspection and the spraying and treatment of said retention basin for insect control.

Maintenance of the said retention basin in a functional manner and in good operating order is an explicit condition of approval of the PUD and all occupancy permits are contingent thereon.

CONT'D.

Huntington Development Corporation, 201 W. Springfield, Champaign, Illinois, 61820, is hereby designated by the owner and its successors and assigns as the entity to receive service of notice from the City of Urbana, Urbana, Illinois, on all matters in regard to the Planning, Development and Plat. Any change in the person or entity to receive such notice shall be changed only by placing such change on file with the City Clerk of the City of Urbana, Illinois. The owner, successors and assigns hereby agree that there shall be in force and effect at all times a common area maintenance agreement in connection with the maintenance of the shopping center shown on this PUD.

Owner: Bussey First National Bank
Trustee under Trust No. 688
240 West Main Street
Urbana, Illinois 61801

Architects: Dyer, Uggerty & LeGrande, Ltd.
Post Office Box 3470 C.F.S.
1508 Round Barn Road
Champaign, Illinois 61820
Contact: Ove W. Uggerty, ARA

Engineer: William E. Sheridan P.E., Illinois Land Surveyor
Huntington Development Corporation
201 West Springfield Avenue, Suite 304
Champaign, Illinois 61820

Consultants: Devenshire Realty
Thomas E. Harrington, Jr.
201 West Springfield Avenue, Suite 304
Champaign, Illinois 61820

BOUNDARY & TOPOGRAPHIC SURVEY

A PART OF SEC.9, T19N, R9E , 3rd P.M.

I, William E. Sheridan, Illinois Registered Land Surveyor No. 2031, hereby certify that I have caused a survey to be made of the below described tracts for the purposes of developing said tracts into a planned unit development shopping complex. The survey of said parcels as reflected by this plat is true and accurate in all respects. I further certify that no part of the property so described is situated within 500 feet of a surface drain or water course serving a tributary area of 640 acres or more.

William E. Sheridan
William E. Sheridan IRLS 2031
Dated 5-8-81
Revised: May 14, 1981

LEGAL DESCRIPTION OF OVERALL TRACT

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 10 East, of the 6th Principal Meridian, and the Eastern right-of-way line of U.S. Route 45 as monumented and occupied in May 1975 proceed thence North 90°00'00" East 294.45 feet to the intersection of a line 30.00 feet South of and parallel with the North Line of said Section 2 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West 1/4 of the East 1/4 of the Fourth Quarter of the Southeast 1/4 of Section 20 20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, said point being the true point of tangency, thence thence South 113.3 feet thence North 89°55'53" East 321.30 feet to the East line of the East 1/2 of Section 20 00°28'24" East 496.10 feet along the East Line of Lot 2 thence South 12.0 feet to said Lot 2 thence South 79°04'07" East 64.42 feet to the East line of the South 1/2 of Lot 3 of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. 45 thence North 89°55'53" East 321.30 feet to the East line of the East 1/2 of the West 1/4 of the Fourth Quarter of the Southeast 1/4 of Section 20 142.73 feet to the new Easterly right-of-way line of U.S. Route 45; thence Northeasterly 400.50 feet along the new Easterly right-of-way line of U.S. Route 45 to a point which lies a radius of 7,680 feet and an initial tangent bearing of North 19°58'49" East; thence North 52°56'46" East 120.84 feet to the monumented and occupied Eastern right-of-way line of U.S. Route 45 to the Southerly right-of-way line of Perkins Road; thence North 89°27'43" East 218.90 feet along the monumented and occupied Eastern right-of-way line of U.S. Route 45 to a point of beginning, encompassing 8,684 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "A"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Eastern right-of-way line of U.S. Route 45 as monumented and occupied by the State of Illinois, proceed South 95°06'07" West 113.00 feet along said line 30.00 feet South of and parallel with the North line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West 1/2 of the East 1/2 of the Eastern Quarter of Section 9, Township 02°00'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 01°20'16" East 113.0 feet to the true point of beginning; thence North 89°55'53" East 156.30 feet to the East line of the 2nd Quarter of Section 02°08'24" East 200.00 feet; thence South 89°55'53" West 648.29 feet; thence North 68°04'13" West 81.95 feet to the Easterly right-of-way line of U.S. Route 45 as monumented and occupied; thence 156.30 feet along the Easterly right-of-way line of Route 45 around a curve to the right, having a radius of 7,680 feet, an initial tangent bearing of North 21°18'30" East thence North 89°55'53" East 315.66 feet; thence North 00°06'07" West 10.00 feet; thence North 89°55'53" East 27.50 feet to the true point of beginning encompassing 2.984 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "C"

From the point of intersection of a line 30.00 feet South of and parallel with the North Line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as commented and occurred by 1973 plat of said Section 9, the line of said Subdivision follows said Easterly right-of-way line of U.S. Route 45 for a distance of 100.00 feet along said line 30.00 feet South of and parallel with the North Line of said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northeast 1/4 of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian, and then follows said line 30.00 feet South of and parallel with the North Line of Lot 2 to the true point of beginning; thence South 00° 22'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road, thence South 01°20'16" East 113.0; thence North 89°55'51" East 321.30 feet to the East line of said Subdivision; thence South 00° 22'16" East 200.00 feet to the North Line of Lot 2 to the true point of beginning; thence South 00° 28'24" East 296.10 feet along the East line of said Lot 2 to the South line of said Lot 2; thence South 89°41'12" East 646.80 feet along the South line of said Lot 2 to the East line of said Subdivision to a point 224.45 feet East of the Easterly right-of-way line of U.S. Route 45; thence North 00°57'12" West 163.88 feet; thence South 89°41'12" East 142.73 feet to the west Easterly right-of-way line of U.S. Route 45; thence South 89°41'12" East Easterly right-of-way line of U.S. Route 45 around a curve to the right, having a radius of 7,680 feet and an initial tangent bearing of North 48°59'48" East; thence South 89°41'12" East 88.80 feet to the true point of beginning; thence South 89°41'12" East 100.00 feet to the true point of beginning, encompassing 4,801 acres in Champaign County, Illinois.

LEGAL DESCRIPTION OF TRACT "B"

[illegible]

DESCRIPTION OF SANITARY SEWER EASEMENT

A strip of ground, 20.00 feet in even width, 10.00 feet each side of the following described centerline:

From the point of intersection of a line 30.00 feet North, South of and parallel with the North line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian and the Easterly right-of-way line of U.S. Route 45 as monumented and occupied by Hwy 1975 proceed thence North 90°00'00" East 45.00 feet to a point on the West line of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian said Section 9 to a point which lies 6.78 feet East of the West line of Lot 2 of a Subdivision of the West half of the Northwest Quarter of said Section 9; thence South 02°20'16" East 22.77 feet to a point on the Southerly right-of-way line of Perkins Road; thence South 02°20'16" East 10.00 feet to a point on the South 00°00'00" East line of the true and correct beginning of the easement centerline; thence North 89°55'53" East 261.00 feet; thence South 00°04'07" East 254.00 feet; thence South 45°59'59" West 168.168 feet; thence South 00°04'07" East 105.00 feet; thence North 89°41'07" East 184.00 feet to the point of said line said point being the point of termination of the unitary sewer easement centerline.

NOTES: 1. Small trees on tract not shown.
2. BM = Nail in power pole on south side of Perkins Road Approx. 65' west of north driveway. Elevation = 730.25' (USGS Datum)

LEGEND

- | | |
|---|--|
|  | Iron Pipe Fournd |
|  | Iron Pipe Set |
|  | Storm Inlet |
|  | Storm Sewer Manhole |
|  | Power Pole With Guy Wire |
|  | Overhead Power Line |
|  | Street Light |
|  | Traffic Signal Light |
|  | Traffic Signal Control Manhole |
|  | Pedestrian Control For Traffic Signal |
|  | 2" Tree (unless size otherwise noted) |
|  | Spot Elevation -Add 700.0 For USGS Datum |
|  | Existing Contour Line |

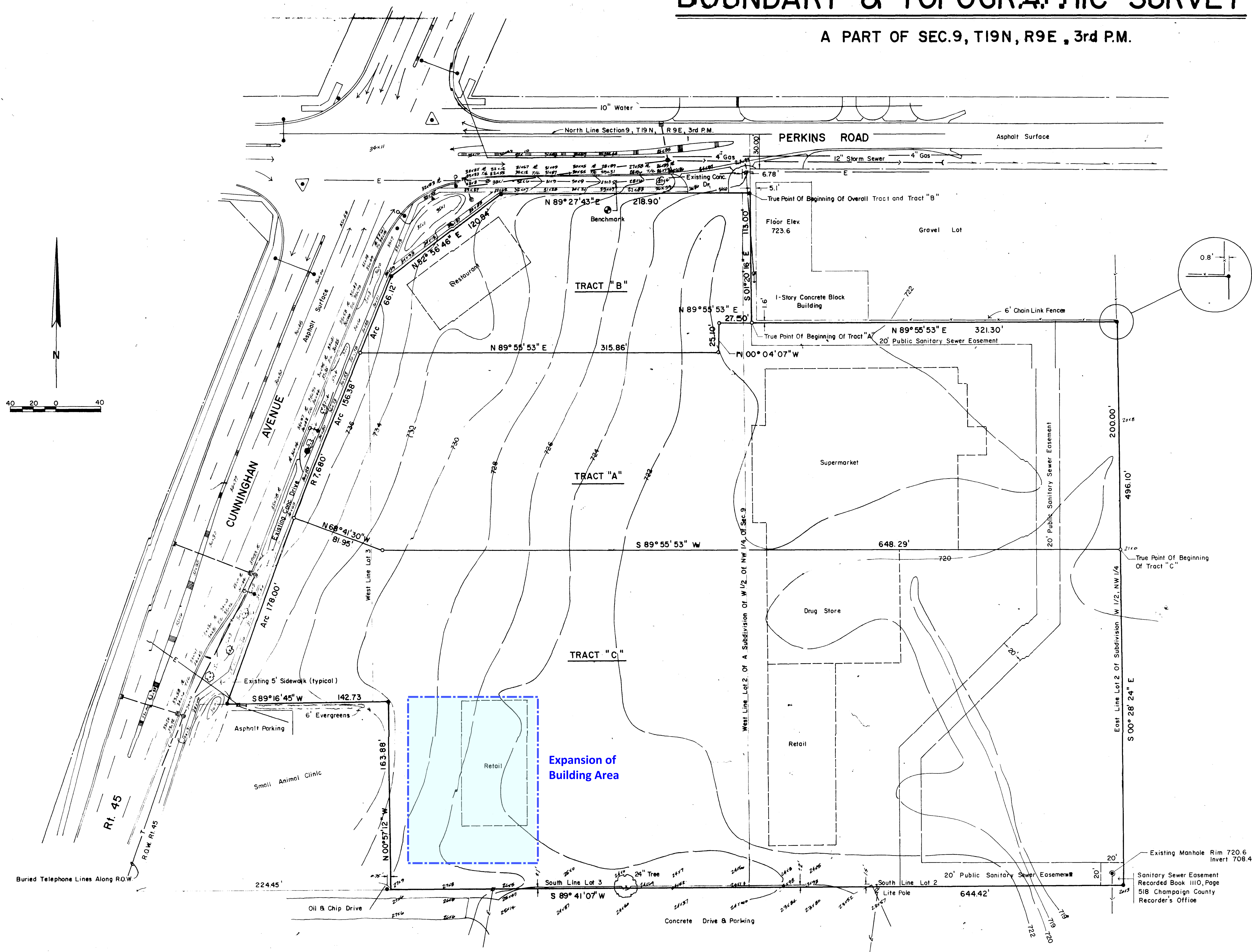


Exhibit K: Communications

Item F9.



204 S. Market Street | Monticello, IL 61856 | Phone (217) 762-3700 | Fax (217) 762-7741 | cibmbank.com

July 19, 2022

Re: Development of Urbana Boulders Addition

Dear Andrew,

Thank you for reaching out to us concerning the new addition to our neighbor, Urbana Boulders. As it stands, CIBM Bank does not have any issues with the addition as laid out in your message.

Please feel free to contact me if you need anything.

Regards,

A handwritten signature in blue ink, appearing to read "JCS", with a stylized flourish extending to the right.

James C Singleton

SVP-Facilities/Security Officer

Exhibit L: Plan Commission Meeting Minutes - DRAFT

Item F9.

July 21, 2022

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: July 21, 2022

TIME: 7:00 P.M.

PLACE: Council Chambers, City Building, 400 South Vine Street, Urbana, Illinois

PLAN COMMISSION

MEMBERS ATTENDING: Will Andresen, Andrew Fell, Lew Hopkins, Debarah McFarland, Karen Simms, Chenxi Yu

MEMBERS EXCUSED: Dustin Allred

STAFF PRESENT: UPTV Camera Operator; Marcus Ricci, Planner II

PUBLIC PRESENT: Alex Bragg, Will Thomas

In the absence of Dustin Allred, Chair of the Plan Commission, Mr. Ricci explained that the Commission would need to nominate an Acting Chairperson. Mr. Fell nominated Lew Hopkins. Ms. Hopkins accepted the role.

Since there was a new member, Will Andresen, present, the Commission members introduced themselves to each other.

1. CALL TO ORDER, ROLL CALL AND DECLARATION OF QUORUM

Acting Chair Hopkins called the meeting to order at 7:05 p.m. Roll call was taken, and there was a quorum of the members present.

2. CHANGES TO THE AGENDA

There were none.

3. APPROVAL OF MINUTES

The minutes of the June 23, 2022 regular meeting were presented for approval. Mr. Fell moved that the Plan Commission approve the minutes as written. Ms. Simms seconded the motion. The minutes were approved by unanimous voice vote.

4. COMMUNICATIONS

There were none.

July 21, 2022

5. CONTINUED PUBLIC HEARINGS

There were none.

6. OLD BUSINESS

There was none.

7. NEW PUBLIC HEARINGS

Plan Case No. 2454-PUD-22 – A request by Andrew Fell, on behalf of Alex Bragg dba Rocinante Holdings, LLC, to amend the Northgate Plaza Planned Unit Development to allow for the construction of an indoor climbing facility at 1502-1/2 North Cunningham Avenue in the B-3, General Business Zoning District.

Acting Chair Hopkins opened the public hearing for Plan Case No. 2454-PUD-22. Mr. Fell, as applicant for this case, recused himself.

Marcus Ricci, Planner II, presented the staff report for the case. He began by explaining the purpose for the proposed amendment and stating the process for getting approval. He presented background information on the subject property. He presented the Site Plan of the site and noted the zoning, existing land use and future land use of the proposed site and of the surrounding adjacent properties. He showed photos of the area and indicated where the applicant intended to expand. He reviewed the proposed modifications and staff recommendations to the existing Planned Unit Development (PUD) for the Northgate Plaza. He showed a possible illustration of what Urbana Boulders could look like if allowed to expand. He reviewed how the proposed changes relate to Section XIII-3.L of the Urbana Zoning Ordinance. He summarized staff findings, read the options of the Plan Commission and presented staff's recommendation for approval with the following conditions: *1) The applicant must obtain consent to the modifications of the Declaration and Development Plan from all of the property owners and the tenants of Parcel A; and 2) Construction of the proposed climbing facility must be in general conformance with the site plan as included in the Application as "Urbana Boulders Climbing Addition" dated June 17 and "Urbana Boulders Addition" dated June 24, 2022.* He pointed out that the applicants were available to answer questions from the Commission.

Acting Chair Hopkins asked if the Plan Commission members had any questions for City staff.

Ms. Simms asked about staff's recommendation to change the zoning of the site. Mr. Ricci stated that the zoning of the property is B-3, General Business. The B-3 District allows the existing bouldering gym as a private, indoor recreational development. The proposed climbing wall is considered the same use so no rezoning is needed. The existing Declaration of the original PUD states that recreational training facilities are not allowed, so staff is proposing that the section of the Declaration be deleted.

Mr. Hopkins stated that he understood the Declaration to be an element of the earlier Planned Unit Development application. Can the City of Urbana change the Declaration or do the tenants have to follow the Declaration and the City is one of the parties that can agree to the change? Mr. Ricci explained that changes to the use, Section V of the Declaration, do not require approval of the City

Exhibit L: Plan Commission Meeting Minutes - DRAFT

Item F9.

July 21, 2022

Council. It only requires property owner and Parcel A tenant consensus. He showed a pdf copy of the Declaration and explained each section.

Mr. Hopkins asked if the changes that are being effected by the City's decision are the reliance on the underlying zoning to deal with the height limit and the approval of the proposed site plan to expand the building envelope. These are still subject to the other parties' approval that are listed in the covenants, right? Mr. Ricci stated that is correct. The City Council could approve the changes, but if one of the other property owners or tenants of Parcel A does not agree, then the proposed amendment is denied.

Ms. Simms asked if we should assume that the property owner and tenants of Parcel A have agreed to the amendment. Mr. Ricci said no. Urbana Boulders, the applicant, and the CIBM Bank (who submitted the letter in support) are in favor of the general concept of the amendment; however, they have not seen the modified language. The applicant would present the other parties with the modified language and the final development plan for their review and approval. Mr. Hopkins stated that the other parties need to understand what they are agreeing to because the change to the reliance on the B-3 zoning makes various things possible.

Chair Allred reviewed the procedure for a public hearing. He then opened the hearing for public input.

Will Thomas, of Andrew Fell Architecture, approached the Plan Commission. He stated that he would answer any additional questions.

Alex Bragg, owner of Urbana Boulders, approached the Plan Commission. He thanked Mr. Ricci for giving a great presentation, and he stated that he would answer any additional questions.

With there being no further public input, Acting Chair Hopkins declared the public input portion closed and opened the hearing for Plan Commission discussion and/or motion(s).

Ms. Simms moved that the Plan Commission forward Plan Case No. 2454-PUD-22 to the City Council with a recommendation for approval with the following conditions: *1) The applicant must obtain consent to the modifications of the Declaration and Development Plan from all of the property owners and the tenants of Parcel A; and 2) Construction of the proposed climbing facility must be in general conformance with the site plan as included in the Application as "Urbana Boulders Climbing Addition" dated June 17 and "Urbana Boulders Addition" dated June 24, 2022.* Ms. McFarland seconded the motion. Roll call on the motion was as follows:

Mr. Andresen	-	Yes	Mr. Hopkins	-	Yes
Ms. McFarland	-	Yes	Ms. Simms	-	Yes
Ms. Yu	-	Yes			

The motion passed by a unanimous vote.

8. NEW BUSINESS

There was none.

Exhibit L: Plan Commission Meeting Minutes - DRAFT

Item F9.

July 21, 2022

9. AUDIENCE PARTICIPATION

There was none.

10. STAFF REPORT

Mr. Ricci reported on the following:

- Octapharma Plasma, Inc. submitted an appeal for the Zoning Administrator's determination for the use of plasma donation centers. The appeal will be heard by the Zoning Board of Appeals.
- Plan Case No. 2454-PUD-22, Northgate Plaza PUD, will be forwarded to the Committee of the Whole.

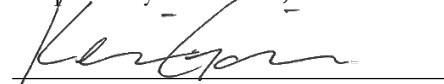
11. STUDY SESSION

There was none.

12. ADJOURNMENT OF MEETING

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,



Kevin Garcia, Secretary
Urbana Plan Commission



SUSTAINABILITY & RESILIENCE

ANNUAL REPORT: 2021 City of Urbana, Illinois

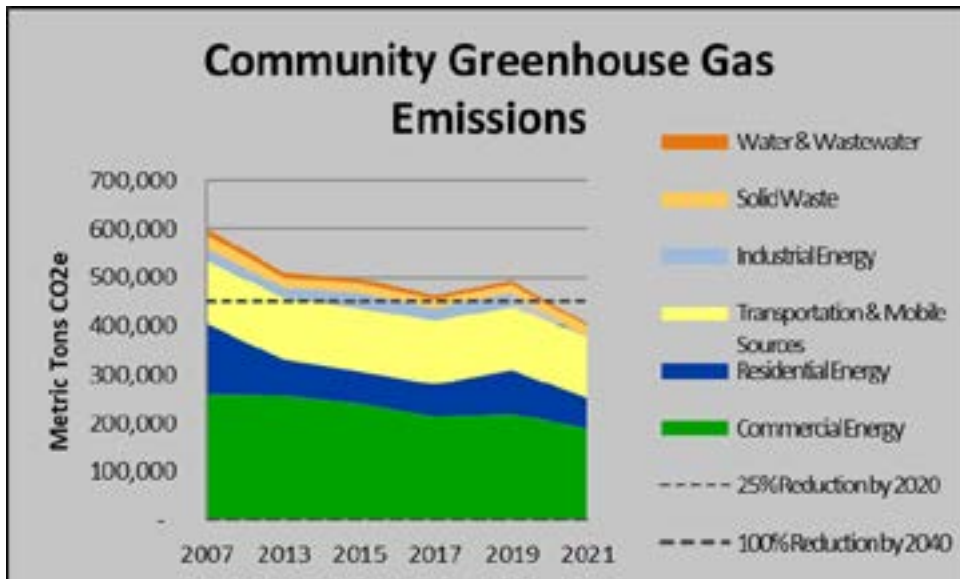
Photo Caption: Urbana Landfill Community Solar Array - Photo Credit: Tim Montague

SUSTAINABILITY & RESILIENCE

The City of Urbana incorporates sustainability and resilience throughout a number of programs and departments, working to improve the performance of energy, water, and waste management. The City administers community energy efficiency and water conservation efforts while working with staff to save energy and water. It provides curbside and multi-family recycling service while conducting engagement with City staff to reduce waste. The City operates the Landscape Recycling Center as an enterprise which provides disposal services for landscape trimmings and converts this material into saleable lawn care products. The City is also responsible for maintenance of a closed landfill and pursues compatible reuse of the landfill property. It manages a Municipal Electric Aggregation program and the concomitant purchase of renewable energy credits. The Sustainability Advisory Commission, whose members are appointed by the Mayor, review and make recommendations regarding this work. For more information, visit <https://urbanaillinois.us/sustainability>.

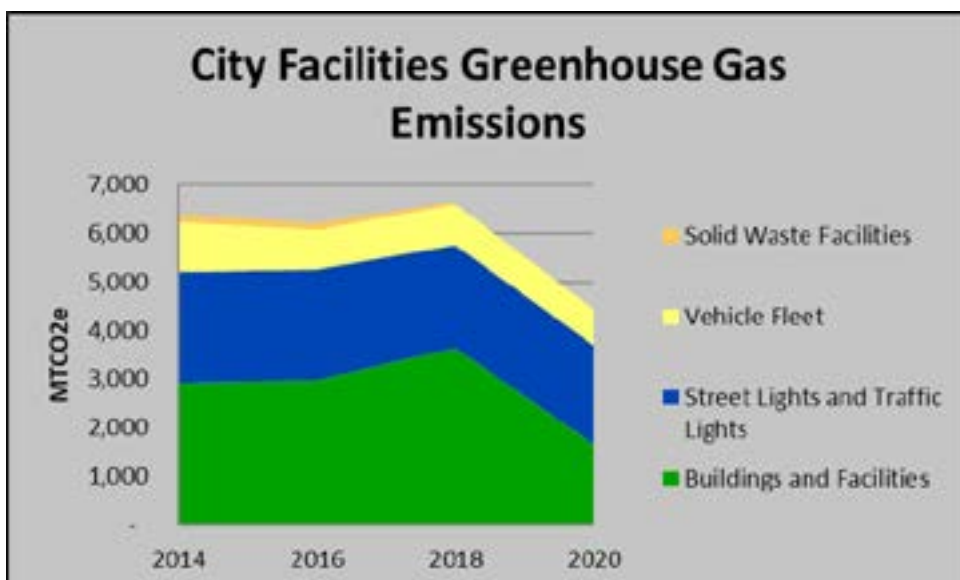
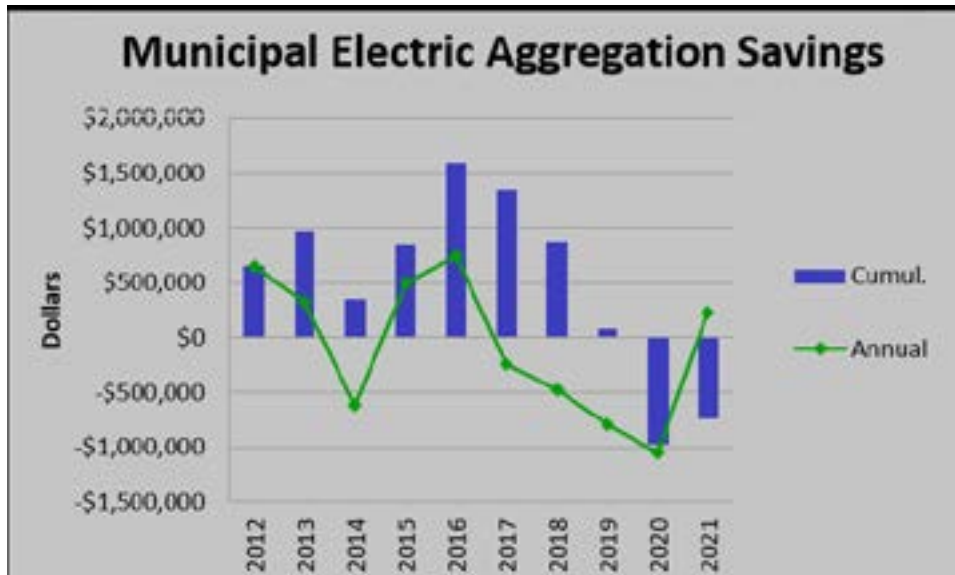
Sustainability & Resilience Budgets Fiscal Year 2020-2021

Category	Budget
U-Cycle -staff, collection, carts, education	\$712,375.00
Environmental Management & Planning -staff, administration	\$78,375.00
City Landfill + CUSWDS Landfill -maintenance, consulting, sampling	\$65,768.00



Additional Information

Concluding calendar year 2021, Urbana's community-wide greenhouse gas reductions reached a 28% reduction from a 2007 baseline surpassing the 25% reduction by 2020 goal. The previous inventory was conducted for calendar year 2019 resulting in an 18% reduction from the 2007 baseline. The City's next greenhouse gas pollution goal is a 100% reduction by 2040.



Geothermal Urbana-Champaign

The City's first of its kind group geothermal purchase program, a partnership with the Midwest Renewable Energy Association and the Geothermal Alliance of Illinois facilitated 14 installations resulting in 60 tons of geothermal heating and cooling capacity installed. This program makes it more affordable to switch heating and cooling systems from fossil fuels to renewable geothermal energy through bulk purchasing, declining block pricing, and public education. Natural gas is a fossil fuel that produces carbon pollution. Geothermal energy systems use natural thermal energy in the earth for heating and cooling.

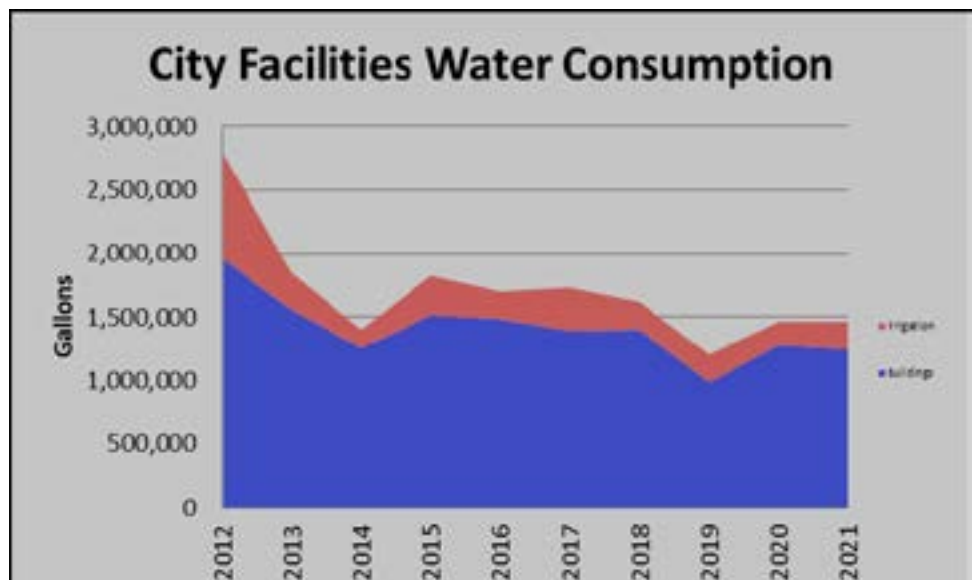
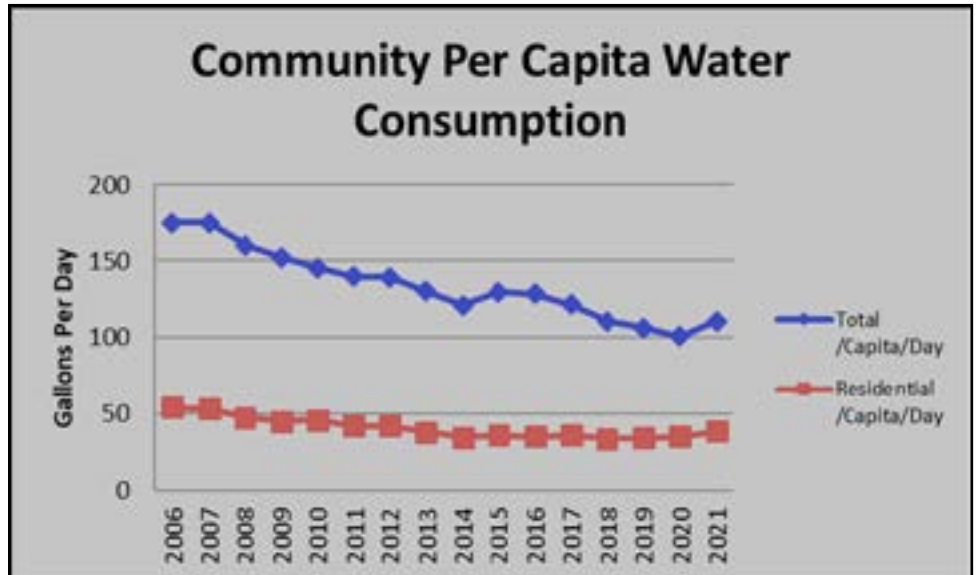
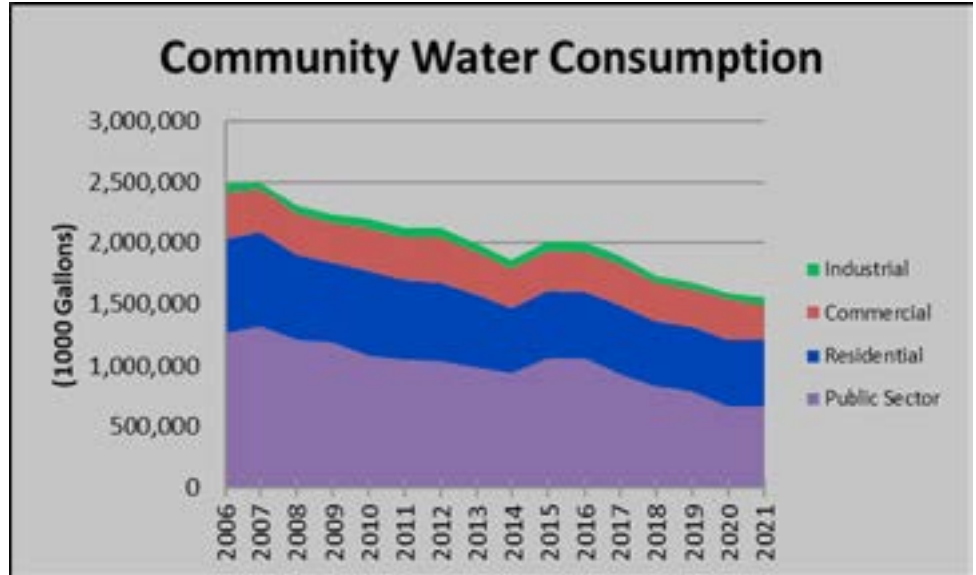


Additional Information

The Community Water Consumption chart shows proportional water consumption by sector in the community over time. It's presumed that technology change is the primary driver of declining water consumption. According to the US Environmental Protection Agency, the average American family uses more than 300 gallons of water per day at home. Roughly 70 percent of this use occurs indoors.

Green Infrastructure

The City persevered through COVID-19 limitations to conduct a bulk rain barrel sale as an online and delivery only event. Typically, this event involves in-person pickup and day-of sales. Nevertheless, rain barrel sales went up from 188 in 2020 to 195 in 2021. Rain barrels help gardeners capture and use stormwater for irrigation rather than using tap water that draws on the Mahomet Aquifer.





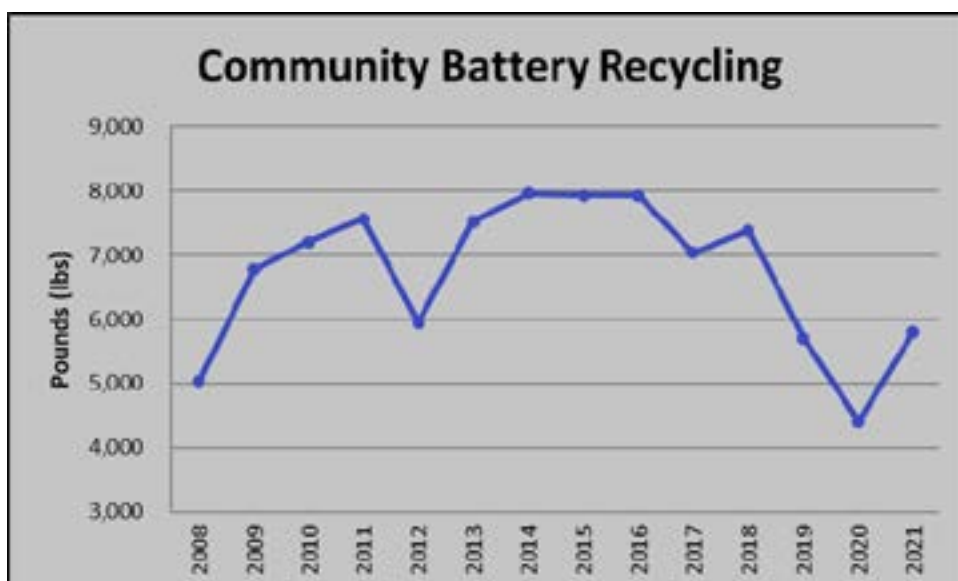
Additional Information

The Community Waste Diversion chart shows proportional waste, recycling, and composting over time. In 2019, total waste diversion was 52%. The US average recycling rate for 2017, the most recent year reported, is 35.2%, including composting.



Household Hazardous Waste

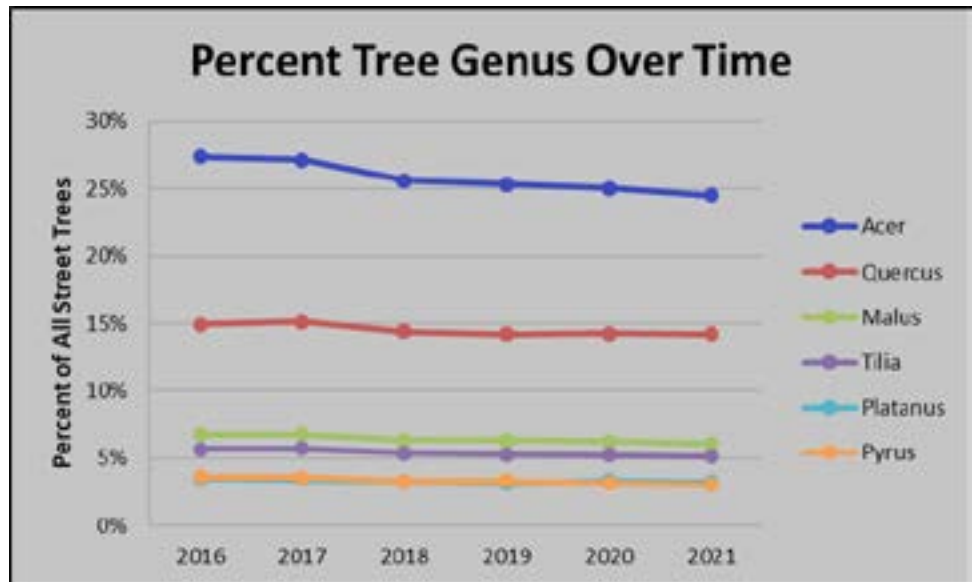
In 2021, the Illinois EPA (IEPA) conducted a household hazardous waste (HHW) event in Champaign. The IEPA recovered 16,296 gallons of chemicals/materials from approximately 874 households. Materials collected at the event included aerosol paints, oil-based paints, solvents, pesticides, corrosives (acids & bases), antifreeze, motor oil, mercury-containing products, and more. Prior to the 2021 event, IEPA conducted an event in Champaign County in 2019, where IEPA recovered 20,735 gallons of chemicals/materials from 800 households.



Additional Information

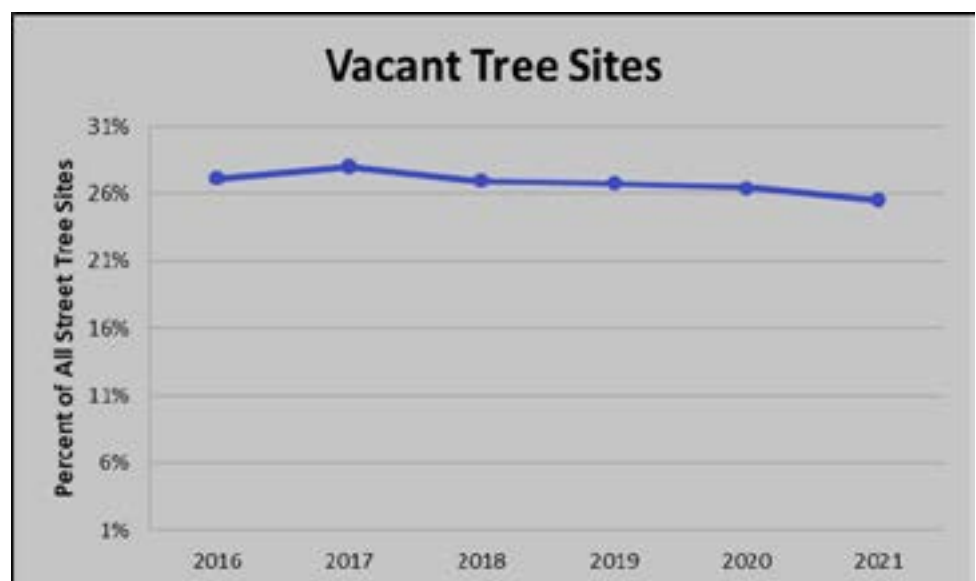
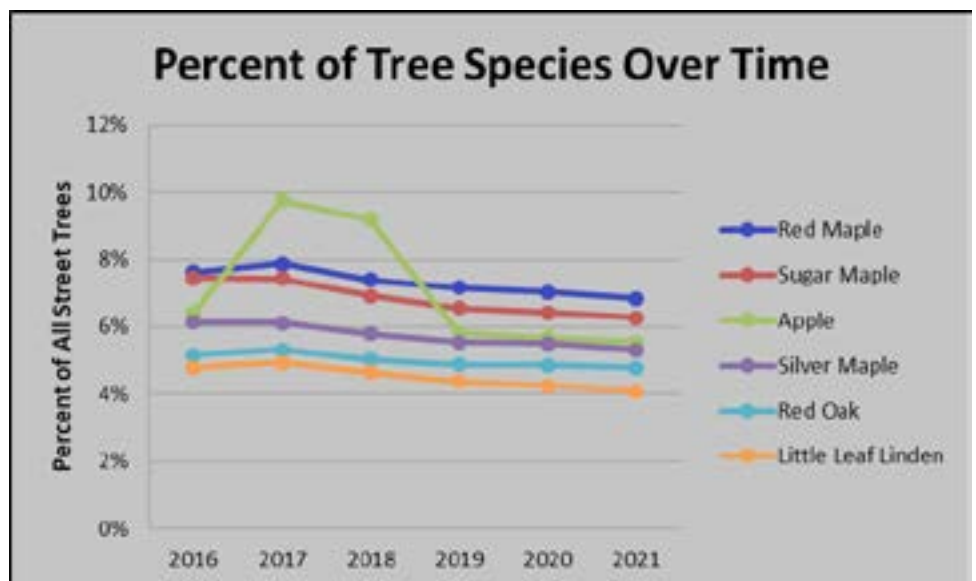
The Arbor Division has committed to maintain the percentage of trees in any one Family below 30%, the percentage in any one Genus below 15%, and the percentage in any one Species below 5%.

The City had 3,927 vacant street tree sites at end of 2021.



Street Tree Study

With grant funding from the Lumpkin Family Foundation, the City hired a vendor to evaluate potential correlation of the spatial distribution of vacant street tree sites, canopy coverage, and urban heat with the spatial distribution of race and income. The study resulted in no statistically significant correlation between the street tree elements and race or income. Nonetheless, the exercise provided an opportunity to re-orient new street tree plantings towards low income areas with high land surface temperatures.





The Landscape Recycling Center (LRC) is partnering with the Champaign County Environmental Stewards (CCES) on a food scrap composting pilot project. CCES will seek a small number of large pre-consumer food scrap generators who will source-separate food scrap from other waste streams and hire a private hauler to deliver food scrap to the LRC. The LRC will charge a tipping fee and compost the material in a concrete bin. As the food scrap compost matures, it will be blended into leaf compost rows and ultimately become screened garden compost. The grant funds paid for construction of a concrete bin at the LRC to manage a higher moisture material such as food scrap.