



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, P.E.
DATE: December 5, 2013
RE: Olympian Drive Right-of-Way Acquisition – Squire Farm Tract

Introduction

City and county staff have been negotiating with the owners of the Squire Farm tract to acquire over sixteen acres of land for the proposed construction of Olympian Drive (Project A) between Apollo Drive and Lincoln Avenue. Also included in these negotiations are a drainage easement (.90 acres) and a temporary construction easement (.42 acres). The road project is 1.1 miles in length and is estimated to cost over \$13 million. (See the attached location map for the Squire Farm tract location.)

Acquisition of the subject tract is necessary to locate and build initially two lanes (two additional lanes at some future date) of Olympian Drive starting at the east terminus of Lincoln Avenue and across this tract to meet the existing Olympian Drive at Apollo Drive in Champaign. The east bridge cone or embankment for the proposed bridge over the Illinois Central Railroad Company tracks would be located on this tract.

The Squire family members and their attorney have agreed in writing to the terms as stated in the attached Contract for Sale of Real Estate. Included in the contract is an exhibit detailing a lease arrangement. Key terms included in the contract are:

- The city is purchasing 16.6 acres from the Squire family members.
- The city is purchasing this land for \$614,500 (\$35,000 per acre plus easement costs).
- The city plans to close on this property, pending city council approval, by January 31, 2014.
- The city will lease this tract back to the Squires for agricultural purposes until construction commences.
- If roadway construction does not commence by September 1, 2021, the Squires will have a nontransferable right of first refusal to purchase the tract at a price no greater than \$35,000 per acre.

Fiscal Impact

Property acquisition is being funded 100% by an Illinois Jobs Now grant from IDOT on a reimbursement basis. There are sufficient funds budgeted for this land acquisition. All engineering fees, appraisal services, surveying expenses, negotiation expenses, and legal assistance expenses incurred are also 100% reimbursed with Illinois Jobs Now funds.

Recommendation

It is recommended that *An Ordinance Authorizing the Purchase of Certain Real Estate (Portions of Real Estate Parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-20-300-002/Squire Farm)* be approved. It is further recommended that *An Ordinance Authorizing the Lease of Certain Real Estate (Portions of Real Estate Parcels with Permanent Index Number 25-15-30-400-002 and 25-15-20-300-002/Squire Farm)* be approved.

ORDINANCE NO. 2013-12-109

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE

(Portions of Real Estate Parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300-002 / Squire Farm)

WHEREAS, Urbana City Code Section 2-118, Subsection (d), provides that the City may purchase real estate for any corporate purposes found and declared by the City Council, and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

WHEREAS, the City Council desires to purchase certain portions of real estate parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300-002 in Champaign County, Illinois (Squire Farm), and more particularly described below, for construction of a roadway known as FAP Route 813 on Olympian Drive; and

WHEREAS, the City Council expressly finds and declares that said real estate is needed for governmental purposes of the City of Urbana.

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

Section 1.

The purchase of certain portions of real estate parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300-002 in Champaign County, Illinois (Squire Farm), and legally described below, substantially on such terms as contained in the Contract for Sale of Real Estate attached hereto and incorporated herein, is hereby approved:

Parcel 102

Being a part of Permanent Parcel Number 25-15-30-400-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 569.21 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILWAY; THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY, A DISTANCE OF 358.85 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 456.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF

SAID SECTION 30; THENCE SOUTH 00 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 313.99 FEET TO THE POINT OF BEGINNING, CONTAINING 3.85 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Parcel 103

Being a part of Permanent Parcel Number 25-15-29-300-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 313.99 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 78.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 85 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 703.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,750.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 128.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 02 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 224.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 17.60 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 765.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE, A DISTANCE OF 16.20 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 04 DEGREES 24 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 214.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 14 DEGREES 34 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,840.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 84 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 702.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.50 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN CHAMPAIGN

COUNTY, ILLINOIS.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Contract for Sale of Real Estate as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the acquisition of the real estate.

Section 4.

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

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

ORDINANCE NO. 2013-12-110

AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL ESTATE

**(Portions of Real Estate Parcels with Permanent Index Numbers 25-15-30-400-002
and 25-15-29-300-002 / Squire Farm)**

WHEREAS, pursuant to Subsection (b) of Section 2-118 of the Urbana City Code, any real estate now or hereafter owned by the City may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

WHEREAS, concurrently with the purchase of certain portions of real estate parcels (the "property") with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300-002 in Champaign County, Illinois (Squire Farm), and more particularly described below, the City is desirous of leasing the property, which the City will temporarily not utilize, but of which the City desires to retain ownership; and

WHEREAS, the City Council expressly finds and declares that said property is not needed for governmental purposes or proprietary activity of the City of Urbana during the term of the proposed lease; and

WHEREAS, the Squire Family is desirous of leasing said property for farming purposes; and

WHEREAS, after due publication of notice in accordance with Subsection (a) of Section 2-118 of the Urbana City Code, a regular standing committee of the City Council held a public hearing to consider the proposed lease on December 9, 2013; and

WHEREAS, the City of Urbana and the Squire Family have agreed upon the terms of a lease regarding the property; and

WHEREAS, the City Council finds that the best interests of the City are served by entering into such a lease.

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

Section 1.

A Lease between the City of Urbana and the Squire Family for certain portions of real estate parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300-002 in Champaign County, Illinois (Squire Farm), and legally described below, substantially on such terms as contained in the Lease attached hereto and incorporated herein, is hereby authorized and approved:

Parcel 102

Being a part of Permanent Index Number 25-15-30-400-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 569.21 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILWAY; THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY, A DISTANCE OF 358.85 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 456.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 313.99 FEET TO THE POINT OF BEGINNING, CONTAINING 3.85 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Parcel 103

Being a part of Permanent Index Number 25-15-29-300-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 313.99 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 78.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 85 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 703.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,750.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 128.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 02 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 224.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 17.60 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 765.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST

ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE, A DISTANCE OF 16.20 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 04 DEGREES 24 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 214.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 14 DEGREES 34 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,840.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 84 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 702.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.50 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Section 2.

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

Section 3.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the alderpersons then holding office and the mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the corporate authorities.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made between SHIRLEY C. SQUIRE, not individually, but as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, as to an undivided one-third interest in the Property herein; RALPH M. SQUIRE, not individually, but as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, as to an undivided one-fifteenth interest in the Property herein; RALPH M. SQUIRE, as to an undivided one-fifteenth interest in the Property herein, PAMELA S. WARREN, as to an undivided one-fifteenth interest in the Property herein, CHRISTINE A. PIERSON, as to an undivided one-fifteenth interest in the Property herein, MARY L. HOPKINS, as to an undivided one-fifteenth interest in the Property herein, ROBERT E. CARLSON, as to an undivided one-sixth interest in the Property herein; and JANET K. SCHARLAU, as to an undivided one-sixth interest in the Property herein (collectively "Sellers"), all being owners in the whole of Squire Farm real estate managed by the Squire Farm Management Committee under the Squire Farm Management Agreement dated August 28, 2007, and recorded in the office of the Champaign County Recorder as Document 2009R35877 on the December 22, 2009, and THE CITY OF URBANA, an Illinois municipal corporation (the "Buyer"). The Sellers and the Buyer are sometimes referred to as a "Party" or the "Parties." This Contract is effective on the last date signed by a Party hereto. In consideration of the covenants hereinafter set forth, the Parties agree as follows:

1. **Property.** The Sellers hereby agree to sell, and the Buyer hereby agrees to purchase, the following described property (the "Property"):

Parcel 102
Being a part of P.I.N.: 25-15-30-400-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 569.21 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILWAY; THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY, A DISTANCE OF 358.85 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 456.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 313.99 FEET TO THE POINT OF BEGINNING, CONTAINING 3.85 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Parcel 103

Being a part of P.I.N.: 25-15-29-300-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 313.99 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 78.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 85 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 703.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,750.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 128.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 02 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 224.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 17.60 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 765.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE, A DISTANCE OF 16.20 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 04 DEGREES 24 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 214.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 14 DEGREES 34 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,840.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 84 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 702.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.50 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

The acquisition of land by the Buyer is for its municipal purposes and will be used in connection with construction of a roadway on Olympian Drive, a public improvement. The acquisition of this Property by the Buyer is made pursuant to its condemnation authority.

2. **Payment.** The Buyer agrees to pay to the Sellers at closing the sum of five-hundred eighty-one thousand dollars (\$581,000), minus credits and proration as provided herein.

3. **Deeds and easements.** The Sellers agree to convey the Property to the Buyer by good and sufficient Warranty and Trustee's Deeds, subject only to those exceptions listed in Paragraph 4(B), and reserving for themselves, their heirs, successors and assigns a permanent drainage easement and a temporary construction easement, attached hereto as Exhibits A and B, respectively, and expressly incorporated herein by reference and made a part hereof. The deeds shall be delivered to the Buyer at the closing of this transaction upon the Buyer's compliance with the terms of this Contract.

4. **Evidence of title.**

- A. The Buyer shall be responsible for ordering a Commitment for Title Insurance issued by a title insurance company doing business in Champaign County, committing a company to issue a policy in the usual form insurance title to the real estate in the Buyer's name for the amount of the purchase price.
- B. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which do not restrict reasonable use of the Property; rights-of-way for drainage ditches, drain tiles, feeders and laterals, if any; drainage assessments and drainage district or other special district taxes, if any; existing mortgages to be paid by the Sellers at closing.
- C. If title evidence discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Sellers within a reasonable time. The Sellers shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Sellers are unable to cure such exception, then the Buyer shall have the option to terminate this Contract.

5. **Taxes, assessments, and notices.** Real estate taxes apportioned through the date of possession shall be at the Sellers' expense and shall be paid at or before the closing. The Buyer shall be responsible for the general real estate taxes accrued after the Closing date for the 19% of P.I.N. 25-15-30-400-002 and the 8% of P.I.N. 25-15-29-300-002 that the Buyer is purchasing under this Contract, until such time as the Property is separately billed under its own P.I.N. Upon the Sellers' proof of payment of said real estate taxes, the Buyer will pay its share to the Sellers. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be at the Sellers' expense. All such taxes and special assessments shall constitute a credit to the Buyer against the purchase price and shall release the Sellers from any further liability to the Buyer in connection therewith.

6. **Closing.** The closing of this transaction will take place at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the Parties may agree. The public roadway to be built on the Property is a project for which the Illinois Department of Transportation ("IDOT") will let and award a construction contract. The closing of this transaction will take place on, or at Seller's sole option before, January 10, 2014. In the event Seller elects to close prior to January 10, 2014, the Parties agree to close no later than December 6, 2013.
7. **Leaseback.** Simultaneously with the transfer of title, the Parties will enter into a lease agreement by which the Buyer will lease the Property to the Sellers, as set forth in the attached Exhibit C.
8. **Encumbrances.** The Sellers warrant that no contracts for the furnishing of any labor or material to the land, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the Property.
9. **Disclosures.** Because the Property is vacant and without any improvements, there is no need to provide for the possible loss of any improvement, and the Buyer waives the Sellers' compliance with any required disclosures.
10. **Representation of Sellers.** The Sellers represent that the persons executing this Agreement on behalf of the Sellers have the authority to do so and to bind the Sellers according to its terms.
11. **Environmental disclosure.** The Sellers warrant that to the best of their knowledge and belief the Property is free of pollution and/or contamination and/or any environmental condition that might affect the marketability or usability of the Property for commercial or residential purposes. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing which affects either the value of the Property or its use for a commercial or residential purpose, the Buyer shall notify the Sellers in writing of such concern or violation. If the Parties do not come to an agreement regarding an adjustment of the purchase price based upon the cost of environmental remediation and associated costs within thirty (30) days of written notice to the Sellers, the Buyer shall have the right to terminate the contract by written notice to the Sellers.
12. **Default.**
- A. If the Buyer fails to make any payment due to the Sellers hereunder or fails to perform any acts required by it hereunder by the due date thereof, then the Sellers may, at their option by written notice, demand that said defaults be cured within ten (10) days. If said defaults are not cured within ten (10) days from said notice, then the Sellers may take one or more of the following actions: re-sell the Property to another buyer; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against the Buyer; and maintain any other different remedy allowed by law.

- B. In the event of the Sellers' default, the Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of Contract; maintain a specific performance action against the Sellers; and maintain any other or different remedy allowed by law.
- C. If either Party defaults in any of its obligations under this Contract, then the Party not in default will be entitled to recover its costs and attorneys' fees caused by the other's default from the defaulting Party.

13. **Notices.** Any notice required under the Contract to be served upon the Sellers or Buyer will be effective when deposited in the U.S. mail, postage prepaid, first class, and addressed to the Party; or delivered to a commercial courier. The Parties' addresses are as follows and may be changed by notifying the other Party in the manner set forth in this Section.

Sellers: Janet Scharlau, 3610 North Lincoln Avenue, Urbana, IL 61802-9703

Buyer: Public Works Director, City of Urbana, 706 South Glover Avenue, Urbana, IL 61802

14. **Condition of property.** Except as provided in Paragraph 11, the Buyer agrees to accept the Property in its "as-is" condition, and the Sellers disclaim all warranties express or implied as to the condition of the Property.

15. **Crop rights; damage.**

- A. The Sellers shall retain title to any crops growing on the Property and not harvested at the closing of this transaction.
- B. To the extent that any of the Sellers' growing crops on adjacent property are damaged during construction of the roadway described herein, the Buyer will pay for any such crops so damaged based upon the average yield per acre of the crops taken from the surrounding fields in question multiplied by the spot cash price of the crop at a local elevator determined by the Sellers at the time of harvest.

16. **Field entrance.** Once construction has commenced, the Buyer shall provide at its sole expense a field entrance to the Sellers' remaining property, not less than 30 feet in width, from Lincoln Avenue at a point north of its intersection with Olympian Drive, to give the Sellers reasonable access to their farm fields during construction.

17. **Performance after closing.** To the extent that any of the terms and conditions of this Contract require performance after the closing date, the Parties agree to remain bound to complete such performance and the terms and conditions of this Contract, and such future performances shall not be deemed merged into any deed delivered pursuant to this Contract and all such rights and obligations shall remain in full force and effect.

18. **Execution and counterparts.** This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the persons executing it as Sellers covenant that they are the record owners of the Property, and all of the record owners thereof, and have full power and authority to so execute and deliver this Contract.

19. **Binding effect.** This Contract is binding upon the respective Parties and on their successors and assigns and applies to each and all of the Parties regardless of the singular term.

20. **City Council approval.** This Contract will be valid only after its approval by resolution or ordinance of the Buyer's City Council.

21. **Statement of Robert Carlson and Janet Scharlau.** Buyer acknowledges that Robert Carlson and Janet Scharlau oppose the Olympian Drive project and will continue to oppose such project. Any acceptance of any payment pursuant to this Contract should in no way be construed as an acquiescence to the proposed project.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates as stated below.

Sellers:

Shirley C. Squire, as Trustee aforesaid

Dated

Ralph M. Squire, as Trustee aforesaid

Dated

Ralph M. Squire

Dated

Pamela S. Warren

Dated

Christine A. Pierson

Dated

Mary L. Hopkins

Dated

Robert E. Carlson

Dated

Janet K. Scharlau

Dated

APPROVED AS TO FORM:

Patrick T. Fitzgerald
Meyer Capel, P.C.
306 West Church Street
Champaign, IL 61820

Dated

Buyer:

Laurel Lunt Prussing, Mayor

Dated

ATTEST:

Phyllis Clark
City Clerk

APPROVED AS TO FORM:

Curt Borman
City of Urbana Legal Division
400 S. Vine Street
Urbana, IL 61801

Dated

Exhibit A

Owner Squire Farms, Et al.
Address Attention: Janet Scharlau
3610 North Lincoln Avenue
Urbana, IL 61802-9703

Route F.A.P. Route 813 – Olympian Drive
County Champaign
Job No. S10L0007
Parcel No. PE 102
P.I.N. No. 25-15-30-400-002
Section 95-00298-00-EG
Project No. P-95-337-10
Station 459+52
Station 460+84
Contract No.
Catalog No.

PERMANENT DRAINAGE EASEMENT

THE GRANTORS, SHIRLEY C. SQUIRE, not individually, but as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, as to an undivided one-third interest in the real estate herein; RALPH M. SQUIRE, not individually, but as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, as to an undivided one-fifteenth interest in the real estate herein; RALPH M. SQUIRE, as to an undivided one-fifteenth interest in the real estate herein, PAMELA S. WARREN, as to an undivided one-fifteenth interest in the real estate herein, CHRISTINE A. PIERSON, as to an undivided one-fifteenth interest in the real estate herein, MARY L. HOPKINS, as to an undivided one-fifteenth interest in the real estate herein, ROBERT E. CARLSON, as to an undivided one-sixth interest in the real estate herein; and JANET K. SCHARLAU, as to an undivided one-sixth interest in the real estate herein, all being owners in the whole of Squire Farm real estate managed by the Squire Farm Management Committee under the Squire Farm Management Agreement dated August 28, 2007, and recorded in the office of the Champaign County Recorder as Document 2009R35877 on the December 22, 2009, in consideration of thirty-one thousand five-hundred dollars (\$31,500), receipt of which is hereby acknowledged, do grant and convey to the GRANTEE herein, THE CITY OF URBANA, a municipal corporation of the State of Illinois, and its successor or assigns, a perpetual and irrevocable easement, privilege, right, and authority to construct, maintain, deepen, and keep in repair an open ditch ("Improvements") of such character and sufficient size as to make a proper and sufficient outlet forever for drainage of rainwater over and through a PART of the Southeast Quarter of Section 30, Township 20 North, Range 9 East of the Third Principal Meridian, Somer Township, Champaign County, Illinois described further as Tract 1 in Attachment A of Squire Farm Management Agreement recorded as Document 2009R35877 herein, said PART known as OLYMPIAN DRIVE PERMANENT DRAINAGE EASEMENT depicted in the Drainage Easement Plat, attached hereto and incorporated herein by this reference, and more particularly described as follows:

OLYMPIAN DRIVE PERMANENT DRAINAGE EASEMENT:

COMMENCING AT AN IRON PIN SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 560.87 FEET TO A POINT 400.00 FEET EASTERLY OF AND PERPENDICULAR TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD); THENCE NORTH 01 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 377.86 FEET TO A POINT AT THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 856.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD), SAID POINT BEING 1,300.00 FEET NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD) OF THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD); THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD), A DISTANCE OF 18.82 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND ON THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102; THENCE NORTH 87 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 132.02 FEET; THENCE SOUTH 45 DEGREES 54 MINUTES 00 SECONDS WEST, A DISTANCE OF 133.82 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 773.24 FEET TO A POINT AT THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 70 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, A DISTANCE OF 42.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.90 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

In consideration of the grant of easement herein contained, the GRANTORS and GRANTEE hereby agree to the following terms and conditions:

1. The GRANTORS shall retain all rights not herein granted, to the ownership, use, and occupation of the above described easement area. The GRANTORS shall not place or park anything or allow anything to be placed or parked with their permission, within the easement area without prior authorization by the GRANTEE, including, but not limited to, structures, obstacles, obstructions, furniture, vehicles, fences, trees, bushes,

shrubs, crops, plants, gardens, machinery, and supplies. The GRANTORS shall not deny or impair the GRANTEE or its contractors' access thereto for purposes of construction, maintenance, repair, or replacement of the Improvements. During the period of construction of the Improvements, the GRANTEE shall have the exclusive use of the easement area for any and all construction and maintenance work. The GRANTEE is expressly given the right to modify, repair, or construct new Improvements at any time in the easement area which are for public use. Provided, however, that the GRANTEE shall not install sewer or piping of any nature without the written consent of the GRANTORS.

2. After construction of the Improvements, the GRANTORS shall have the right to grant other nonexclusive easements over, under, along, or upon the easement area; provided, however, that any such other easements shall be subject to the easement hereby granted; and provided, further, that the GRANTEE shall have first consented in writing, which consent will not be unreasonably withheld, conditioned or delayed to the terms, nature, and location of any such other easements as not unreasonably interfering with the rights granted under this Permanent Drainage Easement.

3. All materials, equipment, tools, supplies and apparatus used in the construction or maintenance of the Improvements, and all surplus soil and debris excavated in the course of the maintenance or construction of the Improvements, may be transported to or from and be used upon the site of said construction work, on and across the easement area. The GRANTORS shall not restrict or impede the GRANTEE or its contractors' access to, ingress to, or egress from the Improvements.

4. The GRANTEE shall restore the surface area within the easement area disturbed by construction or maintenance of the Improvements, with the surface to be restored and graded to provide proper drainage pursuant to the construction plans. This shall include preparing the area for seeding and reseeding the area disturbed by construction and maintenance.

5. The GRANTORS shall be privileged to remove any structures, sod, trees, bushes, shrubs, and plants of any kind which are on any part of the easement area, prior to the construction of the said Improvements. The GRANTEE may remove small portable structures, sod, rock, gravel, trees, signs, parking directional equipment or signage, bushes, shrubs, and plants of any kind which are on any part of the easement area during the construction, replacement, or maintenance of the Improvements. The GRANTEE shall not be obligated to replace small portable structures, trees, bushes, shrubs, and plants of any kind, or any portion of the easement area which may be removed or damaged.

6. The GRANTEE shall maintain sufficient liability insurance at all times to provide coverage for any injuries or accidents which occur on the GRANTORS' property as a result of the GRANTEE'S use, possession, or management of the GRANTORS' property. The GRANTEE covenants and agrees to indemnify and hold harmless the GRANTORS, its successors, and assigns from and against any and all claims against the GRANTORS, its

successors, and assigns for losses, liabilities, damages (including but not limited to property damage and crop damage to any of the GRANTORS' adjacent land), judgments, costs and expenses and any actions or proceedings, by or on behalf of any person or entity, other than the GRANTORS, arising from the GRANTEE'S use, possession or management of the GRANTORS' parcel or activities therein or arising out of the GRANTEE'S or any GRANTEE'S permittees' use, exercise or enjoyment of an easement, and from and against all costs, attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the GRANTORS by reason of any such claim, the GRANTEE, upon notice from the GRANTORS and at the GRANTEE'S sole cost and expense, covenants to resist or defend such action or proceeding.

7. If either the GRANTORS or the GRANTEE fails to perform any obligation imposed upon it by this Permanent Drainage Easement, the non-defaulting party may serve written notice of default upon the defaulting party, and if such default is not corrected within ten (10) days thereafter, the defaulting party shall be deemed in breach of this agreement, and the non-defaulting party may seek any and all remedies available to it at law or in equity, including specific performance. Default by either party shall entitle the non-defaulting party to reasonable costs, attorneys' fees, and expenses incurred by the non-defaulting party by reason of the default (breach) of this agreement.

8. The GRANTORS, without limiting the interest above granted and conveyed, acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including, without limitation, any diminution in value to any remaining property of the GRANTORS caused by the GRANTEE'S use of the easement area. This acknowledgement does not waive any claim for trespass or negligence against the GRANTEE or the GRANTEE'S agents which may cause damage to the GRANTORS' remaining property.

9. The terms and conditions hereof shall extend to and be obligatory upon the executors and administrators and assigns of the GRANTORS and upon the GRANTEE and its successors. This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors, and assigns of the GRANTORS.

IN WITNESS WHEREOF, the Grantors have executed this easement on the dates as stated below.

Grantors:

Shirley C. Squire, as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992

Shirley C. Squire, as Trustee aforesaid

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Shirley C. Squire, as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 2013.

Notary Public

Ralph M. Squire, as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007

Ralph M. Squire, as Trustee aforesaid

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ralph M. Squire, as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Ralph M. Squire

Ralph M. Squire

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ralph M. Squire 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Pamela S. Warren

Pamela S. Warren

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Pamela S. Warren 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Christine A. Pierson

Christine A. Pierson

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Christine A. Pierson 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Mary L. Hopkins

Mary L. Hopkins

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mary L. Hopkins 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Robert E. Carlson

Robert E. Carlson

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert E. Carlson 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Janet K. Scharlau

Janet K. Scharlau

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Janet K. Scharlau 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

APPROVED AS TO FORM:

Patrick T. Fitzgerald
Meyer Capel, P.C.
306 West Church Street
Champaign, IL 61820

Dated

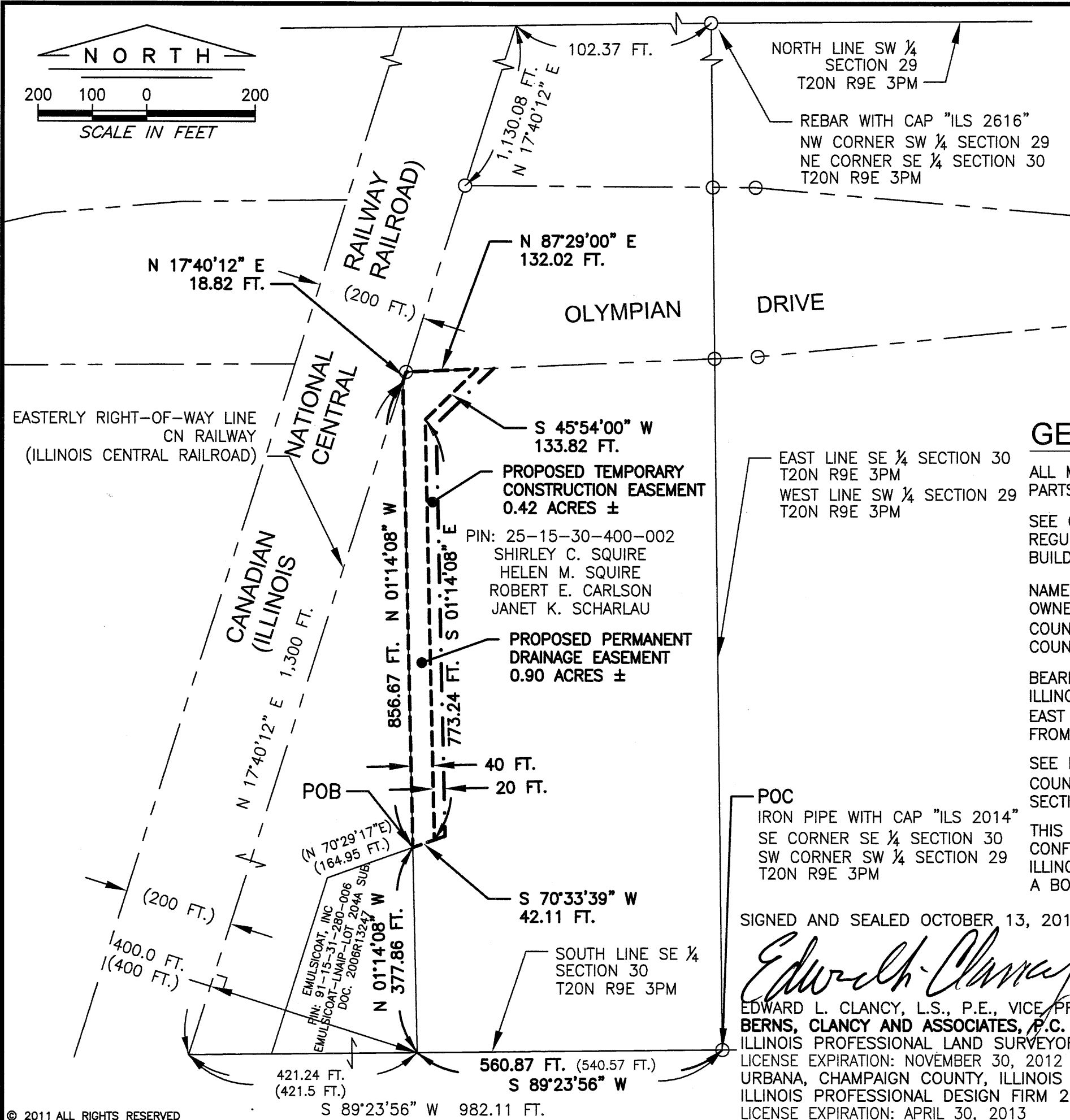
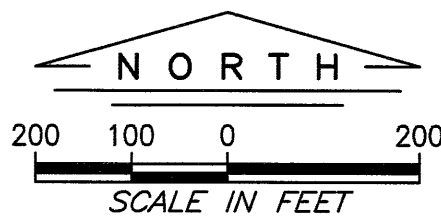
Accepted by the City of Urbana.

Date: _____ By: _____
William R. Gray
Public Works Director/City Engineer

Approved as to form.

Date: _____ By: _____
Curt Borman
Assistant City Attorney

Return to:
City of Urbana
Public Works Department – Engineering Division
706 S. Glover Ave.
Urbana, IL 61802
(217) 384-2342



LEGEND

- 30 INCH LONG, 1/2 INCH DIAMETER IRON PIPE SURVEY MONUMENT SET WITH ALUMINUM CAP STAMPED "ILS 2006 2207"
- EXISTING IRON PIPE/PIN SURVEY MONUMENT FOUND
- EXISTING RIGHT-OF-WAY LINE
- POC POINT-OF-COMMENCEMENT
- POB POINT-OF-BEGINNING
- PROPOSED PERMANENT DRAINAGE EASEMENT
- . - PROPOSED TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES

ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS NOTED OTHERWISE.

SEE CHAMPAIGN COUNTY ORDINANCES AND REGULATIONS FOR ZONING, SETBACK AND BUILDING STANDARD REQUIREMENTS.

NAMES OF ANY APPARENT ADJOINING LAND OWNERS SHOWN WERE OBTAINED FROM THE COUNTY ASSESSOR'S RECORDS, CHAMPAIGN COUNTY, ILLINOIS.

BEARINGS SHOWN ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (1997), AS REFERENCED FROM CITY OF CHAMPAIGN GPS STATION 125.

SEE MONUMENT RECORDS ON FILE WITH THE COUNTY RECORDER'S OFFICE FOR DETAILS OF SECTION CORNERS USED IN THIS SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

EAST LINE SE ¼ SECTION 30 T20N R9E 3PM
 WEST LINE SW ¼ SECTION 29 T20N R9E 3PM

POC
 IRON PIPE WITH CAP "ILS 2014"
 SE CORNER SE ¼ SECTION 30
 SW CORNER SW ¼ SECTION 29
 T20N R9E 3PM

SIGNED AND SEALED OCTOBER 13, 2011

Edward L. Clancy
 EDWARD L. CLANCY, L.S., P.E., VICE PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
 LICENSE EXPIRATION: NOVEMBER 30, 2012
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 ILLINOIS PROFESSIONAL DESIGN FIRM 2999
 LICENSE EXPIRATION: APRIL 30, 2013



"SQUIRE FARMS TRACT"

DRAINAGE EASEMENT PLAT
 A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS

BERNS, CLANCY AND ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET - POST OFFICE BOX 755
 URBANA, ILLINOIS 61803-0755
 PHONE: (217) 384-1144 - FAX: (217) 384-3355

FILE: 6240EP1.DWG	DATE: 101311	SHEET 1 OF 3
JOB: 6240		

SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND VICE PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C. DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF **HANSON PROFESSIONAL SERVICES, INC.**, I PREPARED THE FOLLOWING DESCRIPTION AND ACCOMPANYING PLAT OF PERMANENT DRAINAGE EASEMENT PROPOSED TO BE GRANTED TO CHAMPAIGN COUNTY, ILLINOIS, SAID PROPOSED EASEMENT BEING OVER, UNDER, ACROSS AND THROUGH A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS A RESULT OF THE PRESENT SURVEY AS FOLLOWS:

PERMANENT DRAINAGE EASEMENT:

COMMENCING AT AN IRON PIN SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 560.87 FEET TO A POINT 400.00 FEET EASTERLY OF AND PERPENDICULAR TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD); THENCE NORTH 01 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 377.86 FEET TO A POINT AT THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 856.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD), SAID POINT BEING 1,300.00 FEET NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD) OF THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD); THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CN RAILWAY (FORMERLY ILLINOIS CENTRAL RAILROAD), A DISTANCE OF 18.82 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLYMPIAN DRIVE; THENCE NORTH 87 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF OLYMPIAN DRIVE, A DISTANCE OF 132.02 FEET; THENCE SOUTH 45 DEGREES 54 MINUTES 00 SECONDS WEST, A DISTANCE OF 133.82 FEET;

"SQUIRE FARMS" TRACT

PERMANENT DRAINAGE EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS



BERNS, CLANCY AND ASSOCIATES, P.C.
ENGINEERS • SURVEYORS • PLANNERS

405 EAST MAIN STREET
POST OFFICE BOX 755
URBANA, IL 61803-0755
PHONE: 217/384-1144 FAX: 217/384-3355

DATE
101311

SCALE
—

SHEET
2 of 3

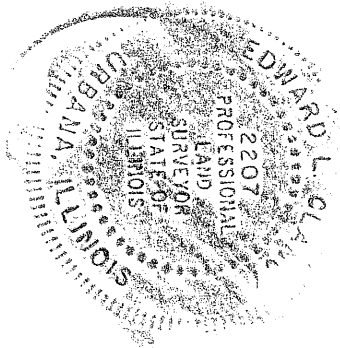
JOB
6240

THENCE SOUTH 01 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 773.24 FEET TO A POINT AT THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 70 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE EMULSICOAT NLAIP - LOT 204A SUBDIVISION AS FILED FOR RECORD AS DOCUMENT NUMBER 2006R13247 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, A DISTANCE OF 42.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.90 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

AND ALSO:

TEMPORARY CONSTRUCTION EASEMENT:

A STRIP OF LAND 20 FEET IN WIDTH LYING EASTERLY OF THE HEREIN ABOVE DESCRIBED PERMANENT EASEMENT, THE NORTHERLY AND SOUTHERLY LIMITS OF WHICH ARE THE EXTENSION OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID PERMANENT DRAINAGE EASEMENT, CONTAINING 0.42 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.



SIGNED AND SEALED OCTOBER 13, 2011

Edward L. Clancy

EDWARD L. CLANCY, P.E., L.S., VICE PRESIDENT
 BERNIS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2012
 J:\6240\Surveyors Reports\6240 SR Parcel B DE.wpd

"SQUIRE FARMS" TRACT

PERMANENT DRAINAGE EASEMENT A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS	DATE 101311
	SCALE ---
	SHEET 3 OF 3
	JOB



BERNIS, CLANCY AND ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET
 POST OFFICE BOX 755
 URBANA, IL 61803-0755
 PHONE: 217/384-1144 FAX: 217/384-3355

Exhibit B

Owner Squire Farms, Et al.
Address Attention: Janet Scharlau
3610 North Lincoln Avenue
Urbana, IL 61802-9703

Route F.A.P. Route 813 – Olympian Drive
County Champaign
Job No. S10L0007
Parcel No. TE 102
P.I.N. No. 25-15-30-400-002
Section 95-00298-00-EG
Project No. P-95-337-10
Station 460+84
Station 461+05
Contract No.
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT

THE GRANTORS, SHIRLEY C. SQUIRE, not individually, but as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, as to an undivided one-third interest in the real estate herein; RALPH M. SQUIRE, not individually, but as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, as to an undivided one-fifteenth interest in the real estate herein; RALPH M. SQUIRE, as to an undivided one-fifteenth interest in the real estate herein, PAMELA S. WARREN, as to an undivided one-fifteenth interest in the real estate herein, CHRISTINE A. PIERSON, as to an undivided one-fifteenth interest in the real estate herein, MARY L. HOPKINS, as to an undivided one-fifteenth interest in the real estate herein, ROBERT E. CARLSON, as to an undivided one-sixth interest in the real estate herein; and JANET K. SCHARLAU, as to an undivided one-sixth interest in the real estate herein, all being owners in the whole of Squire Farm real estate managed by the Squire Farm Management Committee under the Squire Farm Management Agreement dated August 28, 2007, and recorded in the office of the Champaign County Recorder as Document 2009R35877 on the December 22, 2009, in consideration of five thousand seven hundred fifty dollars (\$5,750), receipt of which is hereby acknowledged, do grant and convey to the GRANTEE herein, THE CITY OF URBANA, a municipal corporation of the State of Illinois, and its successor or assigns, a temporary construction easement for the purpose of constructing improvements within the adjacent permanent easement and for other highway purposes, on over, and through a PART of the Southeast Quarter of Section 30, Township 20 North, Range 9 East of the Third Principal Meridian, Somer Township, Champaign County, Illinois described further as Tract 1 in Attachment A of Squire Farm Management Agreement recorded as Document 2009R35877 herein, said PART known as OLYMPIAN DRIVE TEMPORARY EASEMENT, and more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT:

A STRIP OF LAND 20 FEET IN WIDTH LYING EASTERLY OF THE OLYMPIAN DRIVE PERMANENT EASEMENT, THE NORTHERLY AND SOUTHERLY LIMITS OF WHICH ARE THE EXTENSION OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID

PERMANENT EASEMENT, CONTAINING 0.42 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

The above-described real estate and improvements are herein referred to as the "premises."

The right, easement, and privilege granted herein shall terminate two (2) years from the date of execution of this document. Provided, however, that at any time before this easement terminates, the GRANTEE is granted the option and privilege of extending and renewing this easement for an annual sum of one thousand dollars (\$1,000) until the GRANTEE completes the Olympian Drive Project.

In consideration of the grant of easement herein contained, the GRANTORS and the GRANTEE hereby agree to the following terms and conditions:

1. The GRANTEE will restore the premises to its original condition prior to completion of the construction, including the reconnection of any and all field tiles intercepted so that drainage from the farm fields is as effective after the construction as it was before the construction.
2. The GRANTEE will satisfy all damages or injuries sustained by such premises or adjacent property of the GRANTOR resulting from any fault on the part of the GRANTEE, its agents, or employees, in the construction of said improvements.
3. The GRANTEE will not use the premises for storage until 30 days before actual construction begins. Storage includes, but is not limited to; fill, construction materials and equipment.
4. The GRANTEE will indemnify and save harmless the GRANTOR, its heirs, executors, administrators, and assigns, from any and every claim, demand, suit, damage, and payment thereof, in respect thereto, or in respect of any of them with reference to injury to persons or damage to property caused by any of the work performed by the GRANTEE under this grant and will require its contractors to so indemnify and save harmless the said GRANTOR, its heirs, executors, administrators, and assigns.
5. The GRANTORS, without limiting the interest above granted and conveyed, acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the GRANTORS, caused by the opening, improving and using of the premises for public highway and public utility purposes. This acknowledgement does not waive any claim for trespass or negligence against the GRANTEE or GRANTEE'S agents which may cause damage to the GRANTORS' remaining property.
6. This grant shall constitute a covenant, which runs with the land, and which shall be binding upon the legal representatives, successors, and assigns of the GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have executed this temporary construction easement at Champaign County, Illinois, on the dates as stated below.

Grantors:

Shirley C. Squire, as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992

Shirley C. Squire, as Trustee aforesaid

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Shirley C. Squire, as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Ralph M. Squire, as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007

Ralph M. Squire, as Trustee aforesaid

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ralph M. Squire, as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Ralph M. Squire

Ralph M. Squire

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ralph M. Squire 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Pamela S. Warren

Pamela S. Warren

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Pamela S. Warren 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Christine A. Pierson

Christine A. Pierson

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Christine A. Pierson 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Mary L. Hopkins

Mary L. Hopkins

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mary L. Hopkins 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Robert E. Carlson

Robert E. Carlson

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert E. Carlson 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
2013.

Notary Public

Janet K. Scharlau

Janet K. Scharlau

Dated

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Janet K. Scharlau 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 or she signed, sealed, and delivered such instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 2013.

Notary Public

APPROVED AS TO FORM:

Patrick T. Fitzgerald
Meyer Capel, P.C.
306 West Church Street
Champaign, IL 61820

Dated

Accepted by the City of Urbana.

Date: _____ By: _____
William R. Gray
Public Works Director/City Engineer

Approved as to form.

Date: _____ By: _____
Curt Borman
Assistant City Attorney

Return to:
City of Urbana
Public Works Department – Engineering Division
706 S. Glover Ave.
Urbana, IL 61802
(217) 384-2342

Exhibit C

Lease Between the City of Urbana and the Squire Family for Portions of Real Estate Parcels with Permanent Index Numbers 25-15-30-400-002 and 25-15-29-300- 002, Located in Champaign County, Illinois

THIS LEASE is made and entered into between THE CITY OF URBANA, an Illinois municipal corporation ("Lessor"), and SHIRLEY C. SQUIRE, not individually, but as Trustee of Trusts A and B established under the Last Will and Testament of Richard Squire, Jr., dated June 4, 1992, as to an undivided one-third interest in the Property herein; RALPH M. SQUIRE, not individually, but as Trustee of the Kathryn J. Mills Trust created under the Helen M. Squire Trust, dated July 23, 2007, as to an undivided one-fifteenth interest in the Property herein; RALPH M. SQUIRE, as to an undivided one-fifteenth interest in the Property herein, PAMELA S. WARREN, as to an undivided one-fifteenth interest in the Property herein, CHRISTINE A. PIERSON, as to an undivided one-fifteenth interest in the Property herein, MARY L. HOPKINS, as to an undivided one-fifteenth interest in the Property herein, ROBERT E. CARLSON, as to an undivided one-sixth interest in the Property herein; and JANET K. SCHARLAU, as to an undivided one-sixth interest in the Property herein (collectively "Sellers"), all being owners in the whole of Squire Farm real estate managed by the Squire Farm Management Committee under the Squire Farm Management Agreement dated August 28, 2007, and recorded in the office of the Champaign County Recorder as Document 2009R35877 on the December 22, 2009 (collectively "Lessee"). The Lessor and the Lessee are sometimes referred to as a "Party" or the "Parties."

Background

The Lessor, in cooperation with Champaign County, intends to construct a roadway known as FAP Route 813 on Olympian Drive ("Roadway") on the property ("Property") hereinafter described. This roadway is a public work for a public purpose. The Lessor is acquiring the Property for the explicit purpose of constructing the Roadway.

Because construction of the Roadway will not begin immediately, the Lessee desires to use the Property for agricultural purposes. After construction begins, the Lessee desires to use the Property only to the extent that its operations will not interfere with construction of the Roadway and under the terms and conditions set forth below.

If the Lessor subsequently decides not to construct the Roadway, it desires to give the Lessee an opportunity to purchase the Property as provided herein. Therefore, the Parties agree as follows:

1. **Description of Property.** The Lessor leases to the Lessee and the Lessee leases from the Lessor the following Property:

Parcel 102
Being a part of P.I.N.: 25-15-30-400-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST
CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH,

RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 569.21 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILWAY; THENCE NORTH 17 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY, A DISTANCE OF 358.85 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 102, A DISTANCE OF 456.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 313.99 FEET TO THE POINT OF BEGINNING, CONTAINING 3.85 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Parcel 103
Being a part of P.I.N.: 25-15-29-300-002

Legally described as follows:

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,271.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 23 SECONDS WEST CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 313.99 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 78.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 85 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 703.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,750.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 128.76 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 02 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 224.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE NORTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 17.60 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 765.12

FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE, A DISTANCE OF 16.20 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 04 DEGREES 24 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 214.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 14 DEGREES 34 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 1,840.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 84 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 702.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 87 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF OLYMPIAN DRIVE PARCEL 103, A DISTANCE OF 79.50 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES, MORE OR LESS, ALL AS SHOWN ON ACCOMPANYING PLAT OF SURVEY, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

2. **Term.** The term of this Lease is until December 31, 2064, commencing on the closing of the transaction described in the Contract for Sale of Real Estate between the Parties, to which this Lease is attached as an Exhibit, unless sooner terminated by breach of the terms and conditions of this Lease or as provided in Section 3 herein. Said term may be extended for an additional year or years upon mutual written consent of both Parties.

3. **Use; Surrender.**

- 3.1. The Lessee may use the Property for agricultural purposes, subject to all zoning regulations, restrictions, encumbrances, covenants, rules, ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction.
- 3.2. Prior to construction of the Roadway, the Lessee may use all of the Property. During construction of the first two traffic lanes of the Roadway, the Lessee may use any portion of the Property the Lessor does not require for Roadway construction. Upon commencement of construction of the third traffic lane of the Roadway, the Lessee shall have no further right to possess the Property. The Lessor's determination of what portion of the Property is required for construction is final, binding, and conclusive.
- 3.3. The Lessor shall provide written notice to the Lessee not fewer than six months in advance of the dates it will require possession of the Property or specified portions thereof. The Lessee shall surrender possession on or before the dates the Lessor designates on said written notices. The Lessee will only be requested to surrender the Property for construction of the planned Roadway and for no other purpose. Prior to this notice the Property will be maintained in tillable condition and in particular no fill, construction materials, or machinery will be stored upon it. If crops have been planted on the Property prior to notice being given the crop loss will be paid by the Lessor.

- 3.4. The Lessee shall not cause or allow any undue waste on the Property and shall contract and pay for all utilities, water, fertilizer, and other supplies used on the Property.
4. **Rent.** The Lessee agrees to pay the Lessor fifty dollars (\$50.00), which represents annual rent of one dollar (\$1.00), payable upon execution of this Lease. The Property is leased in gross and not by the acre, and there shall be no rent adjustment either now or in the future if the Lessee surrenders all or part of the Property for construction of the Roadway.
5. **Repurchase Provision.** If Roadway construction does not commence by September 1, 2021, the Lessee, and/or individual owners of Squire Farms, will have a nontransferable right to repurchase the Property for a price no greater than \$35,000 per acre any time after that date.
6. **First Refusal.** If the Property is offered for sale or trade, in any manner, the Lessee, and/or those individual owners of Squire Farms who are a signatory to this Lease, have an absolute right to match any offer to buy or trade for the Property at any time at whatever consideration is contained in the offer; the right of first refusal shall extend for twenty-one (21) working days from the date of the Lessor's notice to the Lessee's designee identified in Section 14 of this Lease. If the Lessee and/or those individual owners of Squire Farms who are a signatory to this Lease do not accept the offer within the time provided, the Lessee and/or those individual owners of Squire Farms who are a signatory to this Lease will be deemed for all purposes to have refused to acquire the Property.
7. **Right of Entry.** The Lessor reserves the right of its agents, employees, or assigns to enter the Property at any reasonable time to consult with the Lessee or to make repairs, improvements, or inspections. None of the foregoing is to interfere with the Lessee in carrying out regular farming operations.
8. **Indemnification.** The Lessee will be solely responsible and liable for any damage or injuries arising from its use of the Property during the term of this Lease and shall indemnify, defend, and hold the Lessor harmless from all costs of such damage or injuries, including attorney's fees, except for those costs arising from the negligent acts or omissions or willful misconduct of the Lessor, its employees, or agents.
9. **Default.** If either Party fails or neglects to comply with any provision of this Lease, and such default continues for thirty (30) days after written notice is given, the other Party may terminate this Lease.
10. **Assignment.** The Lessee will neither assign this Lease nor sublet the Property without the Lessor's prior express written consent. Any attempted assignment or sublease without the Lessor's consent will be void and will constitute a material breach of this Lease, with the exception of share cropping agreements.
11. **Liens.** The Lessee shall keep the Property free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee.
12. **Bankruptcy.** If the Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of the Lessee, the Lessor may terminate this Lease.

13. **Entire Agreement.** This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on the Parties except to the extent incorporated in this Lease. Any modification of this Lease must be in writing and must be signed by the Parties.

14. **Notices.** Except where the terms of this Lease expressly provide otherwise, all notices required or permitted by this Lease shall be in writing and shall be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier. The Parties' addresses are as follows and may be changed by notifying the other Party in the manner set forth in this Section.

Lessee: Janet Scharlau, 3610 North Lincoln Avenue, Urbana, IL 61802-9703

Lessor: Public Works Director, City of Urbana, 706 South Glover Avenue, Urbana, IL 61802

15. **Governing law.** This Lease will be construed in accordance with the laws of the State of Illinois, and the Parties subject themselves to the venue and jurisdiction of Champaign County, Illinois.

16. **Severability.** All of the provisions of this Lease are severable. If any provision of this Lease is deemed to be unenforceable for any reason, the remainder of the Lease will remain in full force and effect to the extent permitted by law.

17. **Waiver.** No waiver by either Party of any default or breach of any term, condition, or covenant of this Lease will be a waiver of any other breach of any other term, condition, or covenant.

18. **Execution by Counterpart.** This Lease may be executed in counterparts, each of which will for all purposes be deemed to be an original and all of which will together constitute one and the same instrument.

19. **City Council approval.** This Lease will be valid only after its approval by resolution or ordinance of the Lessor's City Council.

IN WITNESS WHEREOF, the Parties have executed this Lease at Champaign County, Illinois, on the dates as stated below.

Lessee:

Shirley C. Squire, as Trustee aforesaid

Dated

Ralph M. Squire, as Trustee aforesaid

Dated

Ralph M. Squire

Dated

Pamela S. Warren

Dated

Christine A. Pierson

Dated

Mary L. Hopkins

Dated

Robert E. Carlson

Dated

Janet K. Scharlau

Dated

APPROVED AS TO FORM:

Patrick T. Fitzgerald
Meyer Capel, P.C.
306 West Church Street
Champaign, IL 61820

Dated

Lessor:

Laurel Lunt Prussing, Mayor

Dated

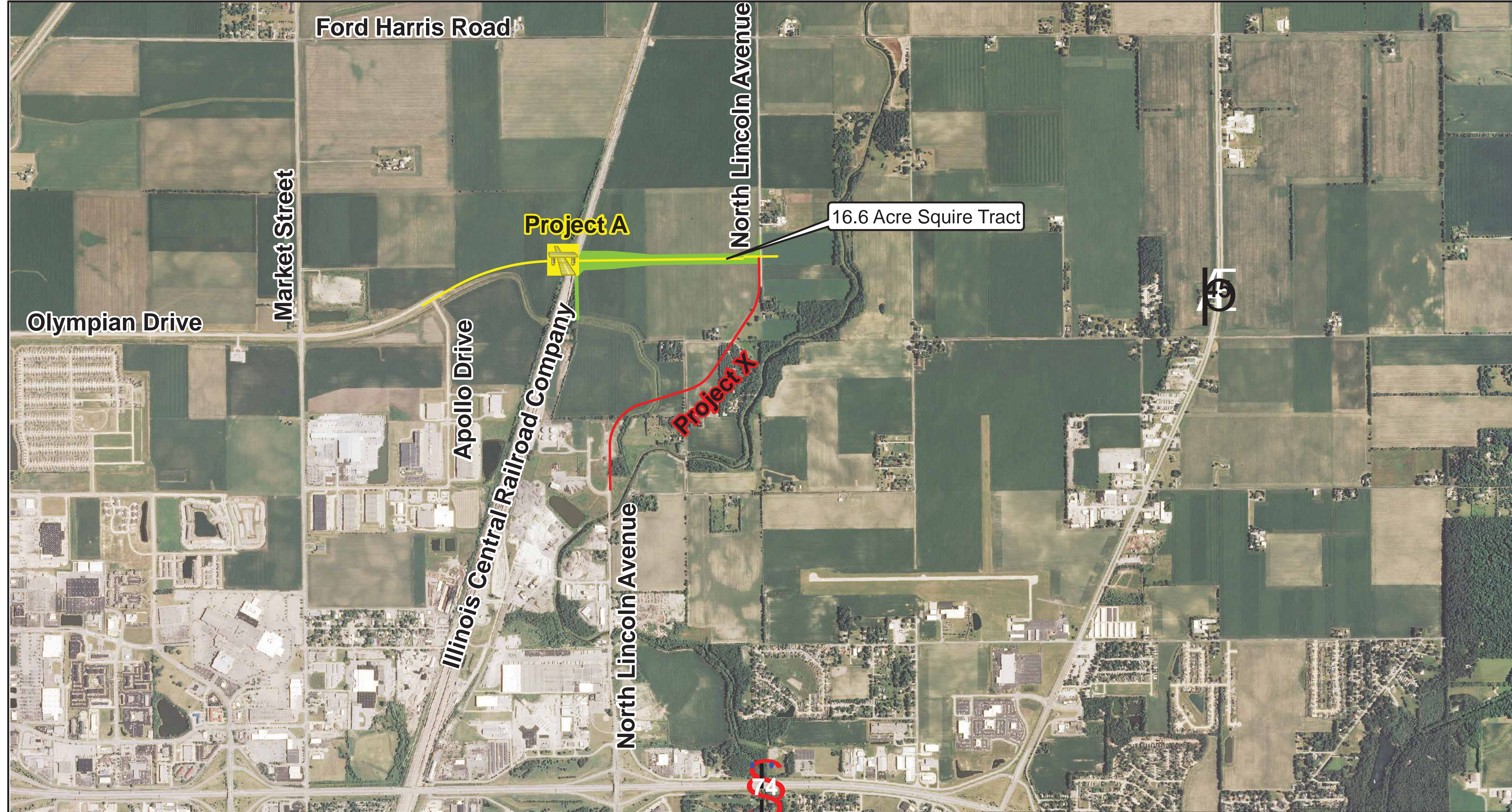
ATTEST:

Phyllis Clark
City Clerk

APPROVED AS TO FORM:

Curt Borman
City of Urbana Legal Division
400 S. Vine Street
Urbana, IL 61801

Dated



Legend

- 16.6 Acre Squire Tract
- Project A
- Project X
- Proposed Olympian Drive Bridge over ICRC



3



Location Map

Proposed 16.6 Acre Squire Tract

Job Number 10L0007