

Topic: May 4 Public Hearing and Village Board Meeting
Time: May 4, 2020 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85664836971>

Meeting ID: 856 6483 6971

One tap mobile

+13126266799,,85664836971# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 856 6483 6971



Village of Thomasboro

101 W. Main • P.O. Box 488 • Thomasboro, Illinois 61878-0488
Office (217) 643-2675 • Fax (217) 643-2100

NOTICE OF SPECIAL MEETING

TO THE LEGAL RESIDENTS OF THE VILLAGE OF THOMASBORO

A special meeting and public hearing before the Village Board of Trustees will
be held on

MONDAY, MAY 4, 2020

6:30pm

at the Thomasboro Village Hall, 101 W. Main St., Thomasboro, IL

The order of business for the Meeting is listed below:

VILLAGE BOARD OF TRUSTEES

SPECIAL MEETING

Monday, May 4, 2020, 6:30 pm

6:30pm Call meeting to order

1. **ROLL CALL**
2. **DISCUSSION AND REVIEW OF PETITION FOR ANNEXATION**
3. **PUBLIC COMMENT**
4. **DISCUSSION AND APPROVAL OF ORDINANCE ANNEXING TERRITORY PURSUANT TO PETITION**
5. **DISCUSSION, REVIEW AND RECOMMENDATION FOR ZONING ANNEXED TERRITORY AS
GENERAL COMMERCIAL B-2**
6. **ADJOURNMENT**

TO: The President and Board of
Trustees of the Village of Thomasboro
Champaign County, Illinois

The Petitioners, Judith Thompson and Marian Irle Babbs respectfully states under oath:

1. Petitioner is the owner of record of the following legally described land (Tract) comprising approximately 2.714 acres, bounded by Flatville Rd (Co Hwy 11) on the South and US Route 45 on the West:

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 301.20 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE EAST RIGHT OF WAY LINE OF U. S. ROUTE 45, SAID POINT ALSO BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS WEST, 328.64 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 360.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 26 SECONDS EAST, 328.64 FEET ALONG A LINE PARALLEL WITH SAID EAST RIGHT OF WAY LINE TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 34 SECONDS WEST, 360.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.714 ACRES MORE OR LESS AND BEING SUBJECT TO THE RIGHTS OF THE PUBLIC FOR THAT PORTION BEING USED AS A PUBLIC ROADWAY.

2. The Tract is not situated within the limits of any municipality but is contiguous to the Village of Thomasboro.

3. There are no electors residing in the Tract.

4. The foregoing statements of fact are true to the best of Petitioner's knowledge and information.

Petitioner respectfully requests:

1. That the above-described Tract be annexed to the Village of Thomasboro by ordinance of the President and Board of Trustees of the Village of Thomasboro, pursuant to §7-1-8 of the Illinois Municipal Code, as amended.

2. That such other action be taken as is appropriate in the premises.

3. That the subject property be zoned Commercial for a retail store use.

Dated this 12th day of February, 2020

Petitioner:

Judith Thompson
Judith Thompson

Marian Irle Babbs
Marian Irle Babbs

ATTEST:

Kayla Denton

STATE OF Illinois
COUNTY OF Champaign

SUBSCRIBED AND SWORN TO before me this 21 day of February
2020 by Shawn Stahl

[Signature]
Notary Public



VILLAGE OF THOMASBORO

ORDINANCE NO. _____

ADOPTED BY THE BOARD OF TRUSTEES

OF THE VILLAGE OF THOMASBORO

THIS 4th DAY OF MAY 2020

Published in Book or Pamphlet Form By

Order of the Board of Trustees

AN ORDINANCE

ANNEXING TERRITORY PURSUANT TO PETITION

WHEREAS, the property described in Section 1 below is adjacent and contiguous to the Village of Thomasboro, Illinois; is within the boundaries of the Thomasboro Fire Protection District; is not within the boundaries of any public library district; and

WHEREAS, the owner of the property has filed with the Village Clerk a written petition requesting annexation of the property and rezoning of the property to B-2 (General Commercial); and

WHEREAS, the Village of Thomasboro Planning and Zoning Committee provided notice of and held a public hearing on the proposed annexation and rezoning of the property; and

WHEREAS, the Village of Thomasboro Planning and Zoning Committee at said public hearing considered the rezoning request and passed a Resolution recommending said rezoning, which is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, there are no electors residing on said property; and

WHEREAS, notice regarding the annexation of the property was published in the News-Gazette on April 19, 2020; and

WHEREAS, written notices that this Ordinance would be voted on at the special meeting of this Council on May 4, 2020 at 6:30PM CST, were mailed to the Rantoul Township Board of Trustees, Rantoul Township Clerk, Rantoul Township Highway Commissioner, Rantoul Township Supervisor, and the Thomasboro Fire Protection District, said notices being mailed on April 23, 2020, by certified mail, receipt tracking requested, with postage fully prepaid; and

WHEREAS, any such notice is at least ten (10) days in advance of the regular meeting of this Board, as required by statute.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF THOMASBORO, ILLINOIS, as follows:

Section 1. That the real estate described below:

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 301.20 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE EAST RIGHT OF WAY LINE OF U. S. ROUTE 45, SAID POINT ALSO BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS WEST, 328.64 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 360.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 26 SECONDS EAST, 328.64 FEET ALONG A LINE PARALLEL WITH SAID EAST RIGHT OF WAY LINE TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 34 SECONDS WEST, 360.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.714 ACRES MORE OR LESS AND BEING SUBJECT TO THE RIGHTS OF THE PUBLIC FOR THAT PORTION BEING USED AS A PUBLIC ROADWAY.

Part of PIN: 20-09-28-400-012

Together with any and all adjacent streets, highways or parts thereof not now within the corporate limits of the Village of Thomasboro, to the far side of said streets, highways or parts thereof, are hereby annexed to the Village of Thomasboro, Illinois.

Section 2. That the Property be hereafter zoned B-2 (General Commercial), in accordance with the Village of Thomasboro Zoning and Planning Code.

Section 3. That the owner/developer shall promptly provide the Village with an annexation plat following the passage of this Ordinance.

Section 4. That the Village Clerk is hereby directed to file for record, on or before August 4, 2020, a certified copy of this Ordinance, together with an accurate map of the real estate described in Section 1 above, in the Office of the Recorder for Champaign County, Illinois, and with the Clerk of Champaign County.

Section 5. That the Village Clerk is hereby directed to send a certified copy of this Ordinance by certified mail to the Thomasboro Fire Protection District, 1693 County Road 2500N, Thomasboro, IL 61878; Rantoul Township Board of Trustees: Kevin Wolken, 2516 County Road 1600E, Thomasboro, IL 61878, Carl Schlensker, 2847 County Road 1500E, Rantoul, IL 61866, Jeffrey Jones, 319 S. Garrard, Rantoul, IL 61866, Andrew Graham, 116 Oak Place, Rantoul, IL 61866; the Rantoul Township Clerk, 323 E. Grove, Rantoul, IL 61866; the Rantoul Township Supervisor, 607 E. Sangamon, Rantoul, IL 61866; the Rantoul Township Highway Commissioner, 208 S. Church St., Thomasboro, IL 61878; the Village of Rantoul Postmaster, 401 N. Maplewood Drive, Rantoul, IL 61866, with a copy to Village of Thomasboro Postmaster 610 N. Commercial Street, Thomasboro, IL 61878; and the Champaign County Clerk, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. That this annexation shall be effective from and after its passage and recording as provided by law.

PASSED: May 4, 2020

APPROVED: _____
William Tyler Evans, Mayor

ATTEST: _____
Jasmyne Boyce, Village Clerk

EXHIBIT A

Rezoning Recommendation

ANNEXATION AGREEMENT

On this 4th day of May, 2020, the Village of Thomasboro, an Illinois Municipal Corporation, of Thomasboro, Illinois (the “Village”), by and through its President and Board of Trustees (the “Corporate Authorities”), and Judith Thompson and Marian Irle Babbs (the “Owner”), (collectively, the “Parties”) have entered into this Annexation Agreement (the “Agreement”), for the uses and purposes set forth herein and the Parties agree as follows:

WITNESSETH

WHEREAS, Village is a municipal corporation organized and existing under the law of the State of Illinois; and

WHEREAS, Owner is the owner of record of the premises hereinafter described on **Exhibit A**, which exhibit includes the legal description of the portion of real estate to which this Agreement applies (the “Property”). The Property is identified by the ALTA/NSPS survey and preliminary site plan attached hereto as **Exhibit B and Exhibit C**, respectively. **Exhibit A**, **Exhibit B**, and **Exhibit C** are attached hereto and made a part hereof by this reference; and

WHEREAS, the Property is vacant, unimproved, and consists of approximately 2.714 acres; and

WHEREAS, the Property is presently zoned AG-1 (Agriculture), pursuant to the Zoning Ordinance of the County of Champaign Illinois; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the Village; and

WHEREAS, Village and Owner desire that the Property be annexed to the Village, zoned and developed pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Village has the authority to enter into an Annexation Agreement pursuant to 65 ILCS 5/7 *et seq.*; and

WHEREAS, Owner intends to the Property rezoned to B-2 (General Commercial), under the terms and provisions of the Village Zoning Ordinance, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Village currently provides fire protection, but does not provide library services, notice is required to be sent to the Thomasboro Fire Protection District; and

WHEREAS, the annexation contemplated herein includes a highway under the jurisdiction of Rantoul Township and, therefore, notices need to be sent to Rantoul Township and the Rantoul Township Highway Commissioner; and

WHEREAS, Village does not currently provide sanitary sewer service or public water supply to the Property; and

WHEREAS, Village, upon approval of this Agreement, has agreed to annex the Property to the Village, to zone the Property for commercial development generally consistent with the Site Plan, which is attached hereto and marked **Exhibit C**; and

WHEREAS, the Parties hereto acknowledge that other matters, in addition to those specifically included in this Agreement, have been considered, that the development of the Property, in accordance with the terms and provisions of this Agreement, will be compatible with the planning objectives of the Village; will extend the corporate limits and jurisdiction of the Village; will permit orderly growth, planning and development of the Village; will increase the tax base of the Village and will otherwise enhance and promote the general welfare of the Village and its residents; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the benefits accruing to the Village and Owner by virtue of the execution of this Agreement, the Parties hereby covenant and agree as follows:

Section 1. Annexation of the Property

A. **Annexation of the Property.** Owner has caused a Petition to Annex to be filed with the Village. Village has agreed to adopt an ordinance annexing the Property to the Village.

B. **Zoning of the Property.** The Village agrees to rezone the Property to the Village's B-2 (General Commercial) within thirty (30) days of the adoption of an annexation ordinance for the Property.

C. **Development Obligations.** With regard to the development of the Property, the installation of public improvements required for and applicable to the proposed use of the Property, the following shall apply:

1. Owner agrees that, prior to any development on the Property, it will submit to the Village, for its review and approval, a preliminary plat for the development of the Property. The preliminary plat shall be consistent with the requirements of the Village's Subdivision and Zoning Codes and this Agreement.

2. Owner agrees to cause all construction on the Property to be in conformity with all Village codes, ordinances, lawful orders or regulations, and that the construction of building improvements shall occur only on portions of the Property contemplated under the terms of this Agreement. Owner shall obtain all necessary permits for construction of public water lines and public sanitary sewer lines from the applicable authorities. Owner shall cause construction of public water lines and public sanitary sewer lines to be in compliance with the requirements promulgated by applicable authorities and shall provide the Village with evidence of compliance.

3. Owner agrees that stormwater drainage facilities and stormwater management basins shall be provided on the Property to accommodate stormwater runoff from the Property. Owner shall not be obligated to provide stormwater management beyond the scope of the needs of the Property.

4. Village agrees to allow Owner to coordinate with adjacent landowners to provide stormwater management basin(s) for the development of the Property as necessary.

Section 2. Annexation and Development of the Property

A. REPRESENTATIONS AND OBLIGATIONS OF OWNER. Owner makes the following representations, and confirms the following obligations with respect the Property, as described herein:

1. Annexation of the Property. Owner has caused a Petition to Annex to be filed with the Village.
2. Zoning of the Property Prior to Annexation. Prior to annexation, Owner agrees to make no application for rezoning from the County of Champaign for any development of the Property which is inconsistent with the terms and zoning classifications established by this Agreement;
3. Development of the Property Prior to Annexation. Owner agrees to cause all construction on the Property to be in conformity with all Village codes, ordinances, lawful orders or regulations. Owner further agrees that the construction of building improvements shall occur only on the portion of the Property contemplated under the terms of this Agreement. Owner shall obtain all necessary permits for construction of public water lines and sanitary sewer lines from the applicable authorities; further, Owner shall cause construction to be in compliance with the requirements promulgated by the Village. Owner agrees to make no application to the County of Champaign for any building permit, conditional use, special use, or variance from regulatory requirements without thirty (30) days prior notice to the Village of such intention. Any efforts to modify the development and/or use of the Property without prior approval by the Village, as set forth herein shall be deemed a breach of this Agreement and entitle Village to injunctive relief.
4. Sale or Transfer of the Property. Owner agrees to set forth in any contract providing for the sale of any part or portions of the Property, the recognition that the development and maintenance of all land to be sold and conveyed is subject to the terms and conditions of this Agreement

and, as a result thereof, any grantee/developer/owner shall be bound by the terms thereof, the same as if such grantee/developer/owner was a party to this Agreement, and all covenants on the part of the Owner shall be deemed equally binding upon any subsequent grantee/developer/owner, as relevant to the land in question.

5. General Development Terms for the Property.

- a. Owner agrees that the Property shall not be used, occupied or developed in any manner inconsistent with this Agreement, as amended from time to time.
- b. Except as otherwise provided herein, Owner agrees to maintain all improvements in conformity with all codes, ordinances, lawful orders and regulations of the Village.

6. Development Costs.

- a. Water Service. Owner agrees that it will pay for a reasonable portion of the costs to extend the water service infrastructure from the Village to service the Property. In no event shall Owner's costs associated with the extension of water service infrastructure for the Property be less than fifty percent (50%) of the overall costs to extend the water service infrastructure contemplated under this Agreement.
- b. Sewer Service. Owner agrees that it will pay for a reasonable portion of the costs to extend the sewer service infrastructure from the Village to service the Property. In no event shall Owner's costs associated with the extension of sewer service infrastructure for the Property be less than fifty percent (50%) of the overall costs to extend the sewer service infrastructure contemplated under this Agreement.
- c. Traffic. Owner is required to provide a Traffic Impact Analysis (TIA) prepared by a licensed Professional Traffic Operations Engineer (PTOE) that meets the approval of the Village in advance of the Village's approval of a final site plan of the Property. Owner agrees to pay for all costs associated with studying, implementing, and ensuring adequate vehicular traffic access to the Property from Flatville Road (County Highway 11). In the event the Village is required to pay costs or damages associated with vehicular traffic access, or maintenance of road sections contiguous to vehicular access points of the Property, Owner agrees to indemnify the Village for such costs. All such traffic-related costs shall be paid by Owner.

d. Sidewalk. Owner is required to construct a sidewalk along the western and southern edges of the Property for the benefit of pedestrian traffic, which shall be included in the site plan for the Property. The sidewalks shall extend the length of the site area measured north to south parallel to the eastern edge of U.S. Route 45 and shall extend the length of the site area measured west to east parallel to the northern edge of Flatville Road (County Highway 11). All such sidewalk construction costs shall be paid by Owner.

7. Production of Documents. Owner agrees to provide the Village such documentation as is reasonably required to determine compliance with any one or more of the terms, conditions and/ or requirements of this Agreement.

B. REPRESENTATIONS AND OBLIGATIONS OF VILLAGE. Village makes the following representations and confirms the following obligations with respect to the Property:

1. Annexation of the Property. Village shall expeditiously annex the Property, when properly and effectively requested to do so by submission of a legally sufficient petition by Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex the Property to the Village.

2. Village shall take no action nor omit to take action during the terms of this Agreement which act or omission, as applied to the Property, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by Owner and Village.

3. Zoning of the Property Upon Annexation. Upon annexation, Village agrees to Zone the Property to the Village's B-2 (General Commercial) zoning classification.

Section 3. OBLIGATION TO DEVELOP PER CODES.

Except as otherwise provided herein, Owner shall comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the Village, in effect at that time, pertaining to the construction and use of improvements on the Property.

Section 4. TERM.

The term of this Agreement shall be for twenty (20) years, commencing upon the day and year first written above and expiring at 12:00 midnight on the twentieth (20th) anniversary date thereof. The expiration date may be extended by agreement of the parties.

Section 5. NOTICES.

Any and all notices required or provided for herein shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

Village of Thomasboro
Attn: Village Clerk
101 W. Main Street
Thomasboro, Illinois 61878

With a copy to:

Attorney Jason S. Bartell
10 E. Main Street
Champaign, IL 61820

Judith Thompson

Marian Irle Babbs

Or to such other person or address as a Party may designate in a like manner.

SECTION 7. ADOPTION OF ORDINANCES.

The Village agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

SECTION 8. GENERAL PROVISIONS.

The following general provisions shall apply to this Agreement:

A. RECITALS. The recitals set forth above are incorporated into and made a part of this Agreement.

B. TIME OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

C. RIGHTS CUMULATIVE. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided in this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. NON-WAIVER. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. CONSENTS. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. DISCONNECTION PROHIBITED. The parties hereto further agree that Owner and any transferee shall be prohibited from filing a Petition for Disconnection of the Property, or any portion thereof, or taking any other action in furtherance of disconnection from the Village for the life of this Agreement.

G. GOVERNING LAW. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.

H. SEVERABILITY. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. INTERPRETATION. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. EXHIBITS. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. AMENDMENTS AND MODIFICATIONS. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

M. CHANGES IN LAW. Unless otherwise provided in this Agreement, any reference to the Illinois Municipal Code or other statutory provisions shall be deemed to include any modification of, or amendments to, said Code or statutory provisions that may occur in the future.

N. AUTHORITY TO EXECUTE. Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities. Owner hereby warrants and represents to the Village (i) that it is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the Property, no other person has any legal, beneficial, contractual, or security interests, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by Owner will (a) result in a breach or default under any agreement to which Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subjected.

O. ENFORCEMENT. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Owner agrees that it will not seek, and does not have the right to seek or recover a judgment for monetary damages against Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

P. COVENANT RUNNING WITH THE LAND. The terms of this Agreement constitute a covenant running with the land and are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns, transferees and successors in interest of Owner and/or any developer as to all or any part of the Property and further expressly binding upon Village and the duly elected or appointed successors in office of its corporate authorities.

Q. RECORDING. Upon execution, Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Champaign County, Illinois.

EXECUTED and ADOPTED this 4th day of May, 2020 at Thomasboro, Illinois

VILLAGE OF THOMASBORO

President of the Board of Trustees

OWNER

Judith Thompson

Marian Irle Babbs

EXHIBIT A

Legal Description

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 301.20 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. ROUTE 45, SAID POINT ALSO BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS WEST, 328.64 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST, 360.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 26 SECONDS EAST, 328.64 FEET ALONG A LINE PARALLEL WITH SAID EAST RIGHT OF WAY LINE TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 34 SECONDS WEST, 360.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.714 ACRES MORE OR LESS AND BEING SUBJECT TO THE RIGHTS OF THE PUBLIC FOR THAT PORTION BEING USED AS A PUBLIC ROADWAY.

Part of PIN: 20-09-28-400-012

EXHIBIT B

ALTA/NSPS Survey

EXHIBIT C

Site Plan