

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

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## ***Ordinance Authorizing the Execution of a Development Agreement Involving the Purchase and Restoration of 305 Pine Street (Theresa Ryburn) and Approval of a \$148,000 Allocation From the 1% Sales Tax Proceeds for Replacement of the Parking Lot***

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**PREPARED BY:** Mark R. Peterson, City Manager

**REVIEWED BY:** Brian Day, Corporation Counsel

**BUDGET IMPACT:** The estimated total project cost, including acquisition & property improvements, is \$457,550. Funds in the amount of \$460,000 are included in the FY2016-17 Budget for this project. However, the budget does not include funding for replacement of the existing parking lot, estimated at \$148,000. Staff recommends the use of a portion of the 1% sales tax proceeds that was earmarked for business development and tourism for this parking lot improvement.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Ordinance, Proposed Purchase Agreement, Additional information on the 305 Pine Street

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### **BACKGROUND**

Route 66 is arguably the most famous road in America. It was essentially born in 1926 as part of the new numbered highway network and quickly grew to become the preferred road west for a nation on the move. It connected Chicago with Los Angeles and carried literally hundreds of thousands of families and individuals from the Midwest to the west coast. Today, much of Route 66 has been replaced by the interstate highway system. However, the old road still exists and has become one of the most popular tourist attractions in the country. The historic highway not only attracts hundreds of thousands of visitors annually from our own country, it has become a major U.S tourist attraction for visitors from other countries throughout the world.

In March of 1989, the Route 66 Association of Illinois was formed with an expressed purpose to “preserve, promote and enjoy the past and present of US Highway 66”. Since their establishment, this group has developed historic route markers, traveler’s guides, museums and other highlight attractions along Route 66 in Illinois. In the late 1990’s, Illinois Route 66 was designated as a “State Heritage Tourism Project”. Today, Route 66 has become one of Illinois’ leading tourist attractions bringing hundreds of thousands of people to the state every year. Many communities along the historic highway have taken advantage of their Route 66 connection. Springfield, Pontiac, Dwight, Lincoln, not to mention the cities of Chicago and St. Louis, have each made a concerted effort to invest in Route 66 attractions with the expectation of bringing thousands of people to their community every year to generate economic activity.

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Bloomington-Normal has come to the game rather late. Despite our historic connection to Route 66, the community has done little to capture visitors who are traveling Route 66 and has just recently come to realize what a missed opportunity that has been. Approximately one year ago, in collaboration with the City of Bloomington, the Convention and Visitors Bureau and the McLean County Museum of History, a Route 66 Visitors Center was established in Downtown Bloomington. In its first year of operation, that Visitors Center welcomed over 16,000 people from all over the United States and from many foreign countries.

### **History of 305 Pine Street:**

In 2006, Ms. Terri Ryburn purchased the property at 305 Pine Street. It was her intent to restore this old abandoned automobile service station back to its 1930's splendor and to make it an iconic attraction along Route 66. The building was built in 1930/31 by William W. Sprague who owned and operated the City Service Station for approximately five years. The property continued to be used as a service station, under various ownerships, up until sometime in the 1970's. It is the only Tudor style service station remaining on the entire Route 66 corridor and one of only five (5) two story gas/service stations remaining along the corridor.

The property is included on the National Register of Historic Places and is also a designated Town of Normal Historic Landmark. The property has also been accepted into the Route 66 Association of Illinois Hall of Fame.

Since purchasing the building approximately ten years ago, Ryburn has invested over \$100,000 of her own funds. In addition, she has attracted over \$300,000 in grant funds that have been expended on various building improvements. Since acquiring the building she has installed a new roof, replaced the HVAC units, replaced windows, improved the bathrooms, added insulation, secured two Route 66 attraction signs that have been installed at the edge of the parking lot, and made a number of other cosmetic improvements to the building. Unfortunately, given the enormity of the task of restoring an 8,000 square foot building of this vintage, the financial requirements have eclipsed her capability.

### **DISCUSSION/ANALYSIS**

Despite her best efforts, Ms. Ryburn has acknowledged that she does not have the financial capability to complete the restoration of the 305 Pine Street as she had planned. It is important to note that she has invested virtually all of her financial assets into the purchase and restoration of the property. She even sold her personal residence and invested those proceeds into the property. She currently resides in one of the two apartments on the second floor of the property.

Given the historic significance of this property and its potential to function as a very significant Route 66 tourist attraction, the Town approached Ms. Ryburn about purchasing the building and completely some of her restoration plans. She was amenable to such an arrangement, although pledged a strong desire to stay involved in the property.

It would seem to make good sense to encourage and support Ms. Ryburn's continued involvement in this historic Route 66 property for which she has become so financially and emotionally invested. Ms. Ryburn is widely considered to be one of our state's foremost authorities on Route 66. She acknowledges that her interest in Route 66 began when she was a mere five years old when, in 1953, her father drove the family (with a wife, five children and two hunting dogs) from Illinois to California on Route 66 in a pick-up truck. Ms. Ryburn received her PhD in History and the topic of her dissertation was Route 66. She previously served as a guest curator for a special Route 66 exhibit at the McLean County Museum of History and, in conjunction with that assignment, she wrote an award-winning guide to traveling Route 66 in McLean County. She was selected by the Illinois Humanities Council as their "Road Scholar" and she spent six years traveling Illinois speaking about Route 66. She also taught an honors course at Illinois State University on Route 66. Today, she regularly is called upon to make presentations

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at conferences about Route 66 and she continues to write articles for various publications about the historic roadway.

The following is a summary of the most significant provisions of the proposed agreement:

- The Town will acquire the subject property (305 Pine Street) for the amount that Ms. Ryburn currently owes on the existing mortgage - \$228,550.50. In addition, the agreement provides that the Town will pay her an additional \$5,000.00 in acknowledgement of the significant investment that she has made in the building over the past 10 years. We understand that Ms. Ryburn intends to use this additional compensation to purchase inventory and equipment for the gift shop;
- The Town agrees to purchase from Ms. Ryburn an adjacent vacant lot (303 Pine Street), which she purchased in 2014, for the same amount that she paid for the lot - \$24,000.00;
- The Town agrees to undertake specific exterior and interior renovation / improvement projects (see separate list below)
- Ms. Ryburn will be given a license to operate a gift shop in the building for a period of ten years. She will be responsible for all furnishings and fixtures in the gift shop as well as inventory and all costs of operation including staffing, advertising, etc.
- Ms. Ryburn will be allowed to continue to live in the larger of the two upstairs apartments for a period of ten years for a nominal rent of \$120/year. She will be responsible for all minor repair and maintenance as well as for all appliances and furnishings.
- The Town will be responsible for all major maintenance activities associated with the property as well as the payment of utilities (except for telephone, internet and CATV) and applicable real estate taxes.

In accordance with the attached agreement, the Town will be responsible for undertaking the following building related improvements:

- repair and replacement of some of the exterior timbers;
- repair of the exterior stucco;
- removal of an addition on the south side of the building;
- relocation of existing HVAC equipment;
- interior buildout of a space on the north east corner of the building for a future gift shop;
- completion of handicap accessible restrooms;
- Various other minor repairs;

Staff estimates these building improvement costs will be approximately \$200,000. Funds are included in the FY2016-17 budget for these expenses. Further, Ms. Ryburn has recently applied for a grant via the State of Illinois in the amount of \$15,000 to offset some of aforementioned building improvement costs. She is optimistic that the grant will be approved but will not know for sure until sometime in late May or early June. The grant is being requested through the Department of Natural Resources.

In addition to the list of building improvements above, the existing parking lot at 305 Pine Street is in very poor condition and needs to be replaced. The cost of this project is estimated at \$148,000. It was staff's initial plan to use federal CDBG funds for this improvement. However, after additional consultation with officials from the U.S. Department of Housing and Urban Development (HUD), we have discovered that the project is likely not going to meet with HUD approval since the Town will be the owner of the land and building. Under private ownership, the project would marginally qualify for funding under HUD rules.

Therefore, staff is recommending that the Council appropriate \$148,000 for the parking lot replacement project using proceeds generated by the new 1% sales tax. In accordance with the sales tax spending plan that was previously approved by the Council, \$250,000 has been earmarked in FY2016-17 for business development and tourism. At this point, none of those funds have been spent or committed to other initiatives.

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The Bloomington-Normal Convention and Visitors Bureau (CVB) has also offered to provide some funding to the Town to use for marketing and promotional activities for this significant Route 66 attraction.

Staff feels confident that the former Sprague's Super Service building will become a very popular attraction along the Route 66 corridor. According to Ms. Ryburn, once restored, this will be one of the most impressive of the remaining service stations along the entire Route 66 corridor. It is hard to say how many visitors that the property will attract each year, but she conservatively estimates 20,000. It will be the Town's plan to also erect signage along the Route 66 corridor through Town (Pine Street, Linden Street, & Willow Street) directing visitors to Uptown Normal, the ISU campus, and other local attractions.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT PERTAINING TO 305 PINE STREET

WHEREAS, the Town has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Town and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes; and

WHEREAS, The property located at 305 Pine Street in Normal has historical value to the Town and would bring value to the Town if used as a tourist attraction, celebrating the Town's association with the historic Route 66; and

WHEREAS, significant renovations are required before the property could be used as a tourist attraction; and

WHEREAS, it is in the interests of the health, safety, and welfare of the citizens of Normal to enter into the Development Agreement for 305 Pine Street.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Development Agreement, in substantially the form thereof presented before the meeting of the Mayor and Board of Trustees at which this ordinance is adopted, is approved.

SECTION TWO: That the Mayor and Town Clerk are authorized to execute and deliver the Development Agreement for and on behalf of the Town with any changes they may approve. Upon the execution thereof by the Town and the owner, the appropriate officers, agents, attorneys, consultants, and employees of the Town are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements, and instruments authorized by, and subject to, the Development Agreement desirable or necessary to implement and otherwise give full effect to the Development Agreement.

SECTION THREE: That, upon full execution, the Development Agreement shall be attached as an exhibit to this ordinance, but any failure to so attach does not abrogate, diminish, or impair the effect of the Development Agreement as fully executed.

SECTION FOUR: That any bidding requirement of the Town related to the Development Agreement and related documents are hereby waived.

SECTION FIVE: That the Town Clerk is directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this ordinance takes effect 10 days after the date of its publication.

SECTION SEVEN: That this ordinance is adopted pursuant to Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

\_\_\_\_\_  
President of the Board of Trustees of the Town of Normal,  
Illinois

ATTEST:

\_\_\_\_\_  
Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the \_\_\_\_ day of \_\_\_\_\_, 2016, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay: and \_\_\_\_\_ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Lorenz				Councilman Fritzen			
Councilman Preston				Councilwoman Gaines			
Councilman McBride				Mayor Koos			
Councilman McCarthy							

The foregoing ordinance was approved by the President on the \_\_\_\_ day of \_\_\_\_\_, 2016.

The foregoing ordinance was published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2016.

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**DEVELOPMENT AGREEMENT**  
**RYBURN PLACE—305 PINE STREET**

**TOWN OF NORMAL, ILLINOIS**

**THERESSA L. RYBURN**

**MAY 1, 2016**

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## Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Station, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

## Recitals

1. The Town has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Town and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes.
2. The property located at 305 Pine Street in Normal has historical value to the Town and would bring value to the Town if used as a tourist attraction, celebrating the Town's association with the historic Route 66.
3. Significant renovations are required before the property could be used as a tourist attraction.
4. The parties desire that the Town acquire the property and complete the renovations and that Ryburn remain on the property and operate it as a tourist attraction.

**The Parties agree as follows:**

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## 1. Property & Project description

### 1-1. Property.

(a) The Property is located at 305 Pine Street, Normal, Illinois 61761 and consists of Lots 1 and 2 and the east 18 feet of Lot 3 of Block 3 in the First Addition of the Normal Subdivision (PIN 14-27-102-008).

(b) The Property contains a Tudor-Revival style building that was constructed by Bloomington contractor, William W. Sprague. He developed the building in order to house his traffic-related business along the popular Route 66 corridor, which followed Pine Street through a portion of Normal. The first floor housed a restaurant, an office,

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and mechanical space for the service station. Two apartments were located on the second level and served as residences for the owner and service attendant.

(c) The Property was placed on the National Register of Historic Places on April 25, 2008 and was given Local Landmark Designation by the Town of Normal on August 15, 2011.

(d) The Property is located within the "One Normal Plaza Redevelopment Project Area."

**1-2. Project.** The Project consists of the restoration of the Property for use suitable for a gift shop.

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## 2. Conveyance of the Property.

**2-1. Conveyance to Town.** Ryburn agrees to convey, via general warranty deed, the Property to the Town for a sum total of \$234,128.

**2-2. Title commitment.**

(a) Ryburn agrees to furnish to the Town a written commitment from a title insurance company, duly authorized to do business in Illinois, showing title to the Property to be subject only to (i) matters to which the transfers are subject by the terms hereof and (ii) the customary exceptions contained in owner's policies issued by that company.

(b) Within 20 days after receiving the title commitment, the Town may furnish to Ryburn written objection to any defect in title of record set forth in the title commitment. If the Town does not give the written objection within this 20-day period, then the Town is deemed to have accepted all matters affecting title set forth in the title commitment. If the Town gives the written objection within the 20-day period, then the Town is deemed to have accepted all matters set forth in the title commitment that are not set forth in the objection. After receipt of the written objection, Ryburn has the right to endeavor to cure the defects set forth in the written objection and must notify the Town of its election within 5 days after receiving the written objection. If Ryburn elects to endeavor to cure the defects, she shall promptly commence and diligently pursue efforts to cure the defects. If Ryburn fails to cure or elects not to cure the defects within 20 days after receiving the written objection, the Town may either waive the defects and proceed with closing or terminate this Agreement. If the Town terminates the agreement under this Section, then the parties have no further rights or liabilities under this agreement.

(c) At closing, Ryburn shall cause the title insurer to issue an ALTA Owners Policy in the amount of \$234,128 showing merchantable record title to the Property in accordance with the title commitment and subject only to the permitted objections under this Section.

**2-3. Closing.**

(a) The closing for the Property at a date agreed to by the parties but in no event later than 6 months after the execution of this Agreement.

(b) At the closing, Ryburn shall deliver to the Town (i) an executed warranty deed to the parcel; and (ii) the title policy required under Section 2-2.

(c) At the closing, the parties shall jointly deliver to each other: (i) an agreed upon closing statement; and (ii) executed documents complying with the provisions of all federal, state, county, and local law applicable to the determination of transfer taxes.

**2-4. Property taxes.** Ryburn is responsible for the payment of all real property taxes with respect to the parcel that are incurred on or before the closing date. The Town is responsible for the payment of all real property taxes with respect to the parcel that are incurred after the closing date.

**2-5. Closing costs.** Ryburn is responsible for the payment of the following closing costs: (i) her attorneys' fees; and (ii) the premium for the title insurance. The Town is responsible for the payment of the following closing costs: (i) the Town's attorneys' fees; and (ii) fees for recording the deed.

**2-6. Brokerage commissions.** Ryburn represents that she has not engaged a real estate broker with regard to this transaction. The Town represents that it has not engaged a real estate broker with regard to this transaction. Each party agrees to indemnify the other against any brokerage commissions due to any real estate broker claiming to have been engaged by the indemnifying party with regard to this transaction.

**2-7. Monument signs.** Ryburn agrees to transfer title to the existing monument signs on the northeast corner of the Property, a Route 66 Exhibit Hub and a Wayside Exhibit, to the Town.

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### 3. Town's Project Obligations

**3-1. Reconstruction of parking lot.** The Town agrees to replace the existing parking lot with a concrete surface in conformance with the plans prepared by the Farnsworth Group dated \_\_\_\_\_, 2015.

**3-2. Demolition of building addition.**

(a) The Town agrees to seek permission from the appropriate authorities to demolish the addition that was added to the south side of the building. If that approval



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is granted, then the Town agrees to demolish that addition and repair the face of the building.

(b) To the extent necessary and allowed, the Town may construct an addition to house the building mechanicals or may relocate those mechanicals.

**3-3. Exterior repairs.**

(a) The Town agrees to repair the exterior of the building to a status compatible with the Project, including tuck-pointing, brick repair and replacement, timber repair and replacement, window repair and replacement, painting, and stucco repair.

(b) The parties acknowledge that Ryburn has applied for a grant to cover exterior repairs. If the grant is awarded, then the parties agree to take all necessary actions to allow the Town to use the grant proceeds for the purposes under this agreement.

**3-4. Interior repair.**

(a) Completion of Gift Shop. The Town agrees to repair and renovate the Gift Shop to a status compatible with the Project.

(b) ADA compliance for restrooms. The Town agrees to renovate the downstairs restrooms and connecting hallways that will be available as a public accommodation to bring them into compliance with the Americans with Disabilities Act, the Environmental Barriers Act, and similar accessibility laws.

**3-5. Maintenance of Property.** The Town agrees to maintain the Property in a manner that is compatible with the Project, including routine building and sign maintenance, lawn care, landscaping, snow removal, and similar activities. The Town agrees to maintain the Property as a Route 66 attraction for the duration of the term of the agreement and to reasonably consider the use of the Property as such an attraction for future periods.

**3-6. Input on significant work; notice.**

(a) The Town agrees to accept input from Ryburn concerning any significant repair or modification to the Property. The Town has the final authority to make decisions concerning those repairs or modifications.

(b) The Town will provide 14 days' notice before commencing any work on the property other than (i) routine maintenance or (ii) emergency repairs.

**3-7. No restrictions on other uses.** Nothing in this Agreement may be construed to restrict the Town from any use of the portion of the Property not used as a Retail Gift Shop or subject to the Residential Lease under Section 4-2, provided that the use does not detract from the Property's status as a Route 66 attraction or directly compete with the retail gift shop.

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## 4. Ryburn's use of the Property.

**4-1. Gift Shop License.** The Town agrees to execute the License Agreement attached as Exhibit A.

**4-2. Residential lease.** The Town agrees to execute the Residential Lease attached as Exhibit B, for the second-floor apartments located on the Property.

**4-3. Housing allowance.** If, during the term of the Residential Lease under Section 4-2, Ryburn is unable to occupy the second-floor apartment due to her inability to use the stairs or due to the destruction of the second-floor apartment through no fault of Ryburn, then, for the remainder of the term of the Residential Lease or for as long as the second-floor apartment remains uninhabitable, the Town will provide Ryburn with a monthly housing allowance in an amount that will allow a lease of a comparable apartment to Apartment B located on the Property. If the parties cannot agree on the monthly housing allowance within 30 days of the date Ryburn vacates the second floor, then each party shall select a realtor and the two realtors so selected shall select a third realtor and the three realtors shall determine the monthly housing allowance. The monthly housing allowance shall be reevaluated every other year for the remainder of the term using the same procedure. The parties shall share equally the cost of the realtors.

**4-4. No legal relationship.** This Agreement does not create any legal relationship between Ryburn and the Town (such as a joint venture or partnership) with regard to the operation of the Project. Nor does the Town undertake, by virtue of this agreement, any responsibility or liability for compliance with any law, rule, or regulation relating to the operation of the Project.

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## 5. Representations and warranties.

**5-1. Ryburn's warranties.** Ryburn represents, warrants, and covenants all of the following as of the date of this Agreement:

(1) Ryburn has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(2) All of the property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens, except the lien of the mortgage to Heartland Bank, which will be satisfied upon the conveyance of the Property.

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(3) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending which materially affect the Owner or which would impair its ability to perform under this Agreement.

**5-2. Town's warranties.** The Town represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

**5-3. No conflict of interest.** Ryburn represents and warrants that she will not offer any compensation, ownership interest in the Project Site or the Project, or other financial benefit to any member, official, or employee of the Town, or any consultant hired by the Town.

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## 6. Default and Remedy.

**6-1. Default events.** Any or all of the following are default events:

(1) Breach by either party of any material covenant, warranty, or obligation set forth in this Agreement; or

(2) Any untrue or incorrect material representation made by either party in this Agreement or in any certificate, notice, demand, or request made by either party; or

(3) Ryburn fails to comply with applicable governmental codes and regulations in the operation of the Project in any material respect.

**6-2. Curative period.** In the case of a default event by either party, the defaulting party shall, upon written notice from the non-defaulting party, cure the default event within 60 days after receipt of such notice. If the default event cannot reasonably be cured with that 60-day period, then the defaulting party must take immediate action and diligently pursue the cure for the default and the default must be cured within a reasonable time.

**6-3. General remedies.**

(a) Upon the expiration of the curative period under Section 6-2, the non-defaulting party may terminate this Agreement upon 10 days' written notice to the defaulting party or may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default event, including but not limited to, proceedings to compel specific performance or other proceedings in law or in equity.

(b) If either party proceeds to enforce its rights under this Agreement and those proceedings are discontinued or abandoned for any reason other than a good-faith settlement or have been determined adversely to the party initiating those proceedings, then the parties shall be restored respectively to their several positions and rights, and

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all rights, remedies, and powers of the parties shall continue as though no such proceeding had been taken.

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## 7. General provisions

### 7-1. Choice of law; jurisdiction.

(a) This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

(b) Any litigation filed by Ryburn or the Town against the other party and involving this Agreement must be filed in the Circuit Court of McLean County, Illinois.

**7-2. Notice.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

<b>To Ryburn:</b>	<b>With copies to:</b>
Theressa L. Ryburn 305 Pine Street Normal, IL 61761	
<b>To the Town:</b>	<b>With copies to:</b>
Town Clerk City Hall 11 Uptown Station Normal, IL 61761	Corporation Counsel City Hall 11 Uptown Station Normal, IL 61761

**7-3. Town representative.** The City Manager, or his or her designee, is authorized to execute any written request, demand, approval, waiver, notice or other writing authorized under this Agreement. Any amendment to this Agreement must be approved by the Town Council.

**7-4. No personal liability of Town official.** No member, official, or employee of the Town is personally liable to Ryburn for any amount that may become due to Ryburn from the Town or any obligation under the terms of this Agreement.

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**7-5. Amendments.** This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

**7-6. Further assistance and corrective instruments.** The parties agree that they will, from time to time, execute, acknowledge, and deliver, such supplements to this Agreement and any further instruments that may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement.

**7-7. Assignment.** This Agreement may not be assigned by Ryburn without prior written approval of the Town

**7-8. Captions.** Captions of the Articles and Sections of this Agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**7-9. Third parties.** Nothing in this Agreement is intended to confer any right or remedy on any person other than the Town and Ryburn, and their respective successors and permitted assigns.

**7-10. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**7-11. Merger.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

**7-12. Term.** The term of this Agreement begins on the date set forth in the introductory clause and expires on December 31, 2026.

**7-13. Surviving provisions.** Any term of this Agreement that, by its nature, extends after the end of the Agreement, whether by expiration or termination, remains in effect until fulfilled.

Date: 1 May 2016



## **Index of Exhibits**

Exhibit A. License Agreement—Retail Gift Shop

Exhibit B. Residential Lease

Exhibit C. Offer to Purchase 303 Pine Street



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**LICENSE AGREEMENT—RETAIL GIFT SHOP**  
**305 PINE STREET**

**TOWN OF NORMAL, ILLINOIS**

**THERESSA L. RYBURN**

## Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Circle, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

## Recitals

1. The Town owns property located at 305 Pine Street in Normal.
2. Ryburn desires to use a portion of that property as a retail gift shop.
3. The use of the property as a retail gift shop would benefit the community.

**The Parties agree as follows:**

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## 1. License and Term

**1-1. Description of the Property.** For the purposes of this agreement, the Property is retail space located on the first floor of the building located at 305 Pine Street in Normal, Illinois ("Property").

**1-2. License to operate retail sales office on the Property.** Subject to the terms and conditions set forth in this agreement, the Town grants to Ryburn the right to operate a retail gift shop at the Property. Ryburn shall restrict its use and occupancy to the Property for that purpose. The Town reserves the right to access and occupy the balance of the premises located at the Property.

**1-3. Term.** This agreement begins on \_\_\_\_\_, 2016 and continues through December 31, 2026.

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## 2. License Fee and Other Costs

**2-1. License fee.** In exchange for the privileges granted in this agreement, Ryburn shall pay to the Town a fixed license fee of \$10.00 for each month of occupancy. The fee for the first month of occupancy to be paid upon execution of this agreement and the fee for each subsequent month to be paid on or before the first day of that month. The fee under this Section is in addition to any other payment that is required to be made under this agreement. The fee may be prepaid.

**2-2. Utilities.**

(a) The Town shall pay all charges for water, heat, gas, electricity, and sewers, used at the first floor of the Property throughout the term of this agreement, including any connection fee.

(b) Ryburn is responsible for the payment of all charges for telephone, internet, cable television, or similar charges used at the Property.

**2-3. Real estate taxes.** The Town is responsible for any real estate taxes assessed on the Property from the commencement of this agreement until termination of occupancy by Ryburn and any person claiming a right of occupancy.

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## 3. Use of the Property

**3-1. Use of the Property.**

(a) Ryburn shall operate and conduct the Property in conformity with the high standards of a retail gift shop. Ryburn may not allow the Property, or any part thereof, to become vacant or to be used for any purpose other than as provided in this agreement, or permit the Property to be used in whole or in part by any other firm, person, or corporation outside of the use of the Property as a retail gift shop. Ryburn may also use the west addition of the Property for office purposes and storage, but only to the extent that the addition and use complies with all building code requirements.

(b) Ryburn is responsible for obtaining and maintaining all advertising signs and materials, merchandise, display fixtures, cash registers and other retail equipment, and employees.

(c) Ryburn agrees to operate the retail gift shop for a minimum operation of 33 hours per week, with reduced seasonal hours optional in January and February of each year. The schedule of hours is subject to the reasonable approval of the Town.

(d) All signs or advertisements exhibited by Ryburn on the exterior of the Property must first be approved by the Town in writing.

(e) The Town has the right to inspect the Property for compliance with this agreement.

### **3-2. Initial improvements and fixtures.**

(a) The Town agrees to make improvements as set forth in the Development Agreement.

(b) Ryburn shall, at all times, present the Property and use all fixtures, furniture, and equipment in an attractive manner consistent with the image of a quality retail use.

(c) The Town is not required to make any improvements to the west addition of the Property to make it compatible for use as an office.

### **3-3. Subsequent Improvements and Fixtures.**

(a) Ryburn shall not make any alterations, improvements, or physical changes in the Property without the prior written consent of the Town.

(b) Prior to the commencement of any improvements to the Property, Ryburn shall deliver to The Town plans and specifications describing in reasonable detail Ryburn's new fixture plan and overall design ("Plans"). The Town shall approve or reject the Plans in writing within 30 days after their receipt and, if rejected, Ryburn shall make the changes requested by The Town.

(c) Unless otherwise agreed to between the parties, the cost of the improvements, furniture, fixtures, and equipment indicated on the approved plans shall be borne by Ryburn. All such furniture, fixtures, and equipment shall be paid for, and no chattel mortgage, conditional sales agreement, security agreements, financing statements, or other encumbrance shall be imposed or filed, and no hypothecation or assignment shall be made by Ryburn in connection therewith.

(d) All improvements shall be constructed in compliance with the approved Plans and all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, Ryburn shall obtain and maintain such insurance as the Town shall request. All construction must be completed within 60 days after the Plans are approved.

### **3-4. Maintenance of the Property.**

(a) At all times during the term of this agreement, the Town shall maintain the heating, air conditioning, plumbing and electrical systems; clean the gutters; replace and wash the windows as necessary; and, install and remove the storm windows. Ryburn shall maintain the interior of the Property in a clean and neat condition.

(b) If Ryburn fails to maintain the Property under subsection (a), then the Town may serve a written demand upon Ryburn to correct the defective condition within 30 days. If Ryburn fails to correct the defective condition within that period of time, then the Town may, at its option, remedy the condition and charge the cost to Ryburn's account, which Ryburn must pay in accordance with Section 5-2.

### **3-5. Condition of Property at termination; disposition of improvements.**

(a) At the expiration or termination of this agreement, Ryburn must remove all its personal property from the Property at its own cost and expense and deliver the Property to the Town "broom clean" and in good order and condition, reasonable wear and tear excepted.

(b) Any fixture installed on the Property, whether or not furnished by the Town, becomes the Town's property at the expiration or termination of this agreement. Any other property furnished by the Town without cost to Ryburn remains the property of the Town and must be returned to the Town at the expiration or termination of this agreement. The fixtures and property must be returned in the same condition as they were when installed or furnished, reasonable wear and tear excepted.

**3-6. Licenses.** Ryburn must obtain all necessary governmental approvals to operate the retail gift shop.

**3-7. Name of office.** The retail gift shop shall be operated only in the name of "*Ryburn Gifts*" or any other name that is acceptable to the Town.

**3-8. Liens.** Ryburn may not, directly or indirectly, by action or omission cause any lien to be placed upon the Property or any personal property located in the Property. Ryburn must pay or discharge any such lien within 10 days after receiving notice of the lien.

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## 4. Indemnification and Insurance

### 4-1. Indemnification of the Town.

(a) Ryburn agrees to indemnify the Town harmless, except in the event the loss or injury was caused by the negligence of the Town, from any claim or loss (i) arising out of this agreement, (ii) as a result of any breach or default by Ryburn under this agreement, or (iii) arising out of or related to Ryburn's business operations in the Property. For the purpose of this Section "claim or loss" means any expense, loss, liability, damage, cost, claim, tax or demand, including, but not limited to, claims from any injury or death to any person, or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations, or any right of others. The indemnification under this Section also includes the costs of reasonable attorneys' fees and other related expenses.

(b) If requested by the Town, Ryburn shall defend any action brought against the Town arising out of the activities of Ryburn, its employees, or agents, or of any person employed in the Property, and Ryburn shall employ an attorney, at its own expense, to conduct this defense. The Town may, but shall not be required to, engage its own attorney in connection with the action.

(c) Ryburn shall indemnify and hold the Town harmless from any claims of damages arising out of any loss or injury to Ryburn's property wherever located, except in the event that the loss or injury was caused by negligence of the Town, its employees, or any persons for whom it is legally responsible.

(d) The failure or inability of Ryburn to obtain or maintain the contractual liability insurance required under Section 4-4 does not limit or affect Ryburn's obligations under this Section.

(e) The rights and obligations under this Section shall be exercised and performed subject to the Town's sole discretion and judgment.

**4-2. No liability of the Town.**

(a) The Town is not liable to Ryburn for any shortage, loss, theft, damage, disappearance, or injury of or to any of the merchandise, supplies, equipment, or other property of any nature of Ryburn, except in the event that the loss or injury was directly caused by negligence of the Town or its employees or agents.

(b) The Town is not liable for any loss or damage to Ryburn or interference with or suspension of Ryburn's business operations due to causes beyond the reasonable control of The Town and is not liable or responsible in any way for any debts contracted by Ryburn.

**4-3. Casualty.** This agreement is terminated and Ryburn must vacate the Property if the Property becomes unsuitable for use due to fire, flood, or other casualty.

**4-4. Insurance.**

(a) Ryburn agrees at all times to carry, at its sole cost and expense, all of the following:

(1) Workers' compensation insurance for Ryburn's employees in accordance with the requirements of the State of Illinois.

(2) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$1,000,000 for each occurrence for personal injury or death, \$1,000,000 for each occurrence for property damage in or about the Property, and \$2,000,000 in the aggregate. The Town must be named as an additional insured on any liability policy.

(3) Fire insurance with extended coverage covering the Property and the fixtures for the full replacement value thereof, on which the Town is named as an additional insured, as to the Property and fixtures.

(4) Any other or additional insurance coverage that the Town may reasonably request from time to time.

(b) All insurance policies under this Section must be issued in the name of Ryburn and Town, as their interests may appear, and must be issued by companies and in a form and manner reasonably satisfactory to the Town. Each policy must provide that it may not be canceled or materially changed except upon 10 days' prior written notice to

the Town. Ryburn must deliver to the Town the certificates of insurance on or before 10 days after the date that this agreement is executed, and at least 10 days prior to the expiration date of any policy. Upon request, Ryburn must make the originals of all insurance policies available to the Town for inspection.

(c) If, at any time, Ryburn fails to maintain any insurance required under this Section, then the Town, at its option, may do so, and Ryburn must pay the cost of that insurance in accordance with Section 5-2.

(d) All insurance must contain a waiver of subrogation in favor of the Town, if obtainable, and the Town's fire insurance policy with respect to the Property shall contain a waiver of subrogation in favor of Ryburn, if obtainable.

**4-5. No immunity waiver.** Nothing in this agreement may be construed to deprive either party of any tort immunity or other available defense.

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## 5. Default and Termination

**Section 5-1. Bankruptcy, etc.** This agreement is deemed to be materially breached by Ryburn and the Town may terminate the agreement in accordance with Section 5-2 if any of the following occurs:

(1) A petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against Ryburn or any guarantor of Ryburn's obligations under this agreement;

(2) Ryburn or any guarantor becomes insolvent within the meaning of any state or federal insolvency laws or makes an assignment for the benefit of creditors;

(3) A receiver for all or any part of Ryburn's business or the business of any guarantor is appointed by any state or federal court, and the petition for the appointment of the receiver is not vacated within 30 days after the appointment; or

(4) Any property or assets of Ryburn or any guarantor is attached or becomes subject to a lien or encumbrance that is not vacated within 30 days.

**Section 5-2. Termination on default.**

(a) This agreement is deemed to be materially breached by Ryburn if any of the following occurs:

(1) Ryburn makes any material misrepresentation to the Town in connection with this agreement;

(2) Ryburn violates any term or condition of this agreement and does not remedy the violation within the time limit under subsection (b).

(b) Unless specifically provided elsewhere in this agreement, if Ryburn violates a term or condition of this agreement, then it must remedy the violation within the following time period:

(1) In the case of nonmonetary defaults that are curable within 30 days, Ryburn must (i) notify the Town of its intent to remedy the default within 5 days after receiving notice of the violation from the Town and (ii) remedy the default within 30 days after receiving notice of the violation from the Town.

(2) In the case of all other defaults, Ryburn must remedy the default within 5 days after the receipt of notice of the violation from the Town.

(c) If the agreement is breached under subsection (a), then the Town, at its sole discretion, may either: (i) cure Ryburn's default and charge the cost and expense thereof to Ryburn; or (ii) terminate and end the privileges granted under this agreement. Upon any such termination, the Town may immediately and summarily remove Ryburn or any other person from the Property without resorting to any court proceeding.

(d) If Ryburn fails to make any payments due under this agreement, then from and after the day that the amount is due (and whether or not notice of the failure of the payment has been given), interest shall accrue on the amount so due at a rate equal to 10% per annum.

(e) The rights and remedies under this Section are in addition to any other rights and remedies of the Town under this agreement.

**Section 5-3. Remedies.** The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other. Ryburn waives the right to trial by jury in any action brought by the Town against Ryburn, and the Town waives the right to trial by jury in any action brought by Ryburn against the Town.

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## 6. General provisions

**6-1. Choice of law; jurisdiction.** This agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

**6-2. Rights and remedies cumulative.** The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

**6-3. Assignment, sublicense, and transfer.**

(a) Without the prior written consent of the Town, Ryburn may not:



(1) sell, assign, mortgage, or transfer, by operation of law or otherwise, this agreement;

(2) sublicense all or any of the space allotted to Ryburn, except as provided in subsection (b) or

(3) permit the said space to be occupied by anyone other than Ryburn and Ryburn's employees or agents.

(b) The decision to consent to an assignment, sublicense, or transfer is in the sole discretion of the Town. If the Town so consents, Ryburn remains liable for all of Ryburn's obligations under this agreement.

**6-4. Waivers.**

(a) The parties may waive any provision in this agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

(b) No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

(c) A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

**6-5. Notice.** Unless otherwise provided under this agreement, all written notice required under this agreement may be delivered by personal delivery or mail, email, or facsimile. Notice shall be sent to the recipient designated by each party.

**6-6. Captions.** Captions of the Articles and Sections of this agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this agreement.

**6-7. Amendments.** This agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this agreement.

**6-8. Assignment; beneficiaries.** This agreement may not be assigned without the written consent of the parties. This agreement is intended for the benefit of each party and no other person or entity has rights under this contract, whether as a third-party beneficiary or otherwise.

**6-9. Merger.** This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement.

**6-10. Surviving provisions.** Any term of this agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled.

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## Execution page.

The parties are signing this agreement on the date stated in the introductory clause.

<p><b>Theressa L. Ryburn</b></p> <p>By: _____ Theressa L. Ryburn</p>	<p><b>Town of Normal</b></p> <p>By: _____ Christopher Koos Mayor</p> <p>Attest:</p> <p>_____ Wendellyn J. Briggs Town Clerk</p>
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## EXHIBIT B

### RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on \_\_\_\_\_, 2016, between the Town of Normal ("Landlord") and Theressa L. Ryburn ("Tenant").

Landlord leases to Tenant the second story apartments (Apartment A and Apartment B) of the building located at 305 Pine Street in the Town of Normal, County of McLean, State of Illinois, together with all appurtenances ("Premises"), for a term of 10 years, to commence on \_\_\_\_\_, 2016 and continuing through December 31, 2026. The lease may be renewed on terms and conditions agreeable to the parties.

1. Rent. The rent for the term of this agreement is \$120 per year. The parties agree that the conveyance of property to the Town under an agreement titled *Development Agreement: Ryburn Place—305 Pine Street* and dated May 1, 2016 serves as sufficient consideration for this lease.

2. Quiet Enjoyment. Landlord covenants that on performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

3. Use of Premises. The demised premises shall be used and occupied by Tenant exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence; provided however that Tenant may use Apartment A as an office for purposes of operating the retail gift shop under the *License Agreement—Retail Gift Shop: 305 Pine Street*, entered into between the parties and dated May 1, 2016. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

4. Number of Occupants. Except as set forth in Paragraph 6, Tenant agrees that the demised premises shall be occupied by no more than 2 adults without the consent of the Landlord.

5. Condition of Premises. Tenant stipulates that she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair and a safe, clean, and tenantable condition.

6. Assignment and Subletting. Without the prior written consent of Landlord, Tenant may not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, is void and, at Landlord's option,

terminates this lease. The parties acknowledge that there is an existing month-to-month lease of Apartment A, which is occupied by no more than 2 adults. That lease must be terminated and that Apartment A vacated by the leaseholders within 6 months after the date that this lease is executed. All rent paid by the current occupants of Apartment A shall be paid to the Town.

7. Alterations and Improvements. Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

8. Damage to Premises. If the demised premises, or any part thereof, is partially damaged by fire or other casualty due to Tenant's negligence or willful act or that of her employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

9. Dangerous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the premises, except that water, heat, gas, electricity, and sewer service shall be provided by Landlord.

11. Maintenance and Repair. Tenant will keep the premises in a clean and orderly condition. Landlord shall maintain the heating, air conditioning, plumbing and electrical systems and shall repair the windows and doors, except that Tenant shall pay for all repairs required as a result of Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. The parties acknowledge that the appliances in the leased premises are the personal property of Tenant and are Tenant's responsibility to maintain. Tenant agrees that no signs may be placed or exterior painting done on or about the Premises by Tenant or at her direction without the prior written consent of Landlord.

12. Animals. Tenant shall keep no domestic or other animals on or about the exterior of the leased premises without the written consent of Landlord.

13. Right of Inspection. Landlord and its agents have the right, at all reasonable times upon reasonable advanced notice to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

14. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

15. Default. If any default is made in the performance of or compliance with any term or condition of this lease, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

16. Abandonment. If at any time during the term of this lease Tenant abandons the Premises or any part thereof, Landlord may, at his option, enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the new rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

17. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

The parties are executing this lease as of the date set forth in the introductory clause.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

## EXHIBIT C

### Offer To Purchase Real Property

This offer is dated May 1, 2016 and is made by the Town of Normal ("Town") to Theresa Ryburn ("Seller") for the purchase of property located at 303 Pine Street in Normal, Illinois.

**1. The property:** The Town offers to purchase the following parcel of property ("Property") from the Seller, together with all improvements on the Property and appurtenances thereto:

**Address:** 303 Pine Street, Normal, IL 61761

**PIN:** 14-27-102-007

**Description:** (EX E18') LOT 3 BLK 3 FIRST ADD TO NORMAL

(Final legal descriptions will be as provided by the Title Company)

**2. Title:** The title to the Property, when delivered to the Town, shall be by warranty deed conveying good and marketable title, free and clear of all liens, encumbrances, exceptions, and reservations except those standard to a residential transaction of the same type and locale. The good and marketable title must be evidenced by a standard form title insurance commitment issued at Sellers' cost, subject only to the matters set forth in this Offer.

**3. Purchase price:** The purchase price is \$24,000.

**4. Contingencies:**

**(a) Council approval:** This Offer is subject to approval by the Board of Trustees of the Town of Normal.

**(b) Contract execution:** This Offer is subject to the parties executing a contract for the sale of the Property on or before June 1, 2016.

**5. Acceptance:** The Town may withdraw or amend this Offer any time prior to the Seller's acceptance. The Seller's Acceptance must be in writing delivered to the Corporation Counsel of the Town of Normal at 11 Uptown Circle, Normal, IL 61761.

Dated May 1, 2016:

\_\_\_\_\_  
Mark R. Peterson  
City Manager, Town of Normal

I hereby accept the offer described above on \_\_\_\_\_, 2016:

\_\_\_\_\_  
Theresa L. Ryburn



# ILLINOIS STATE

## Route 66

America's historic road is more than a lane of memories for two alums.





*Sustaining  
the*

# MOTHER ROAD

*by Kevin Berrsett*

**ALUMS A DRIVING  
FORCE IN PRESERVING  
ROUTE 66**



**R**oute 66 was the first road to connect the Midwest to the West. Its 2,448 miles linked an archipelago of towns that previously depended on unreliable muddy tracks and wooden plank roads. Although only small sections of the original road remain, 95 percent of the final alignment can still be driven and still attracts international visitors.

Preserving the iconic piece of Americana requires a labor of love, as two Illinois State graduates and employees can attest. The passion and projects of Terri Ryburn '85, M.S. '88, D.A. '99; and Fred Walk, M.S. '78, have formed a significant and lasting intersection between Route 66 and the University.

Ryburn is rebirthing a 1930s-era business, Sprague's Super Service, that graced what once was the original alignment of Route 66 in Bloomington-Normal. The administrator, who left the University in 2005 after 26 years, has returned to a full-time, temporary position to help fund a \$1 million-plus restoration of the dilapidated icon on the historic highway.

Walk is a history professor working to preserve an abandoned section of the iconic road in the village of Towanda, just a few miles north of Ryburn's reclamation project. Over the last 15 years, Walk has transformed a 2.5-mile stretch of cracked pavement into a memorial parkway that attracts 2,000-plus tourists a year and provides the village a place for walking, biking, and meditating on what once was.

Ryburn and Walk have found ways to tie their efforts to Illinois State classrooms. Both are part of a general effort to preserve Route 66 that emerged

in the early 1990s, less than a decade after the road was replaced completely by interstate highways. Those efforts have brought millions of dollars in tourist revenue to small towns across the United States, including Towanda and Pontiac, where the Illinois Route 66 Association Hall of Fame and Museum is located.



"It helps Mom-and-Pop America an awful lot," said John Weiss, an Illinois Route 66 historian and officer of the Route 66 Association of Illinois. "It has something for everybody. It goes from lakes to oceans, skyscrapers to deserts, Indian reservations, small towns, big cities. You name it, it is on 66."







**R**yburn's love for the road was born in 1953 during a childhood road trip when she was just 5. Her family—mother, father, five (frequently carsick) children, and two hunting dogs—drove a Model A truck 40 mph on Route 66 from Bloomington to California.



Terri Ryburn

“It was wonderful, absolutely wonderful—for the kids. Not so happy for the adults. My mother never liked to travel after that,” Ryburn said. “I joke that we must have looked like the Joad family in *The Grapes of Wrath*.”

The version of Route 66 that carried migrants fleeing economic hardship during the Great Depression, like those depicted in the John Steinbeck novel, was in the distant past by the time Ryburn's family made its trek.

Route 66 began in 1926 as a 16-foot-wide, and only partly paved, two-lane road that crossed eight states from Lake Michigan to the Pacific Ocean.

Known as “Bloody 66,” the original road had no speed limit and 90-degree turns, like “Deadman’s Curve” in Towanda. By the 1950s it had evolved into a safer, four-lane highway that bypassed Main Street America in many spots, portending its eventual replacement by interstates.

Oklahoma businessman Cyrus Avery is known as the “Father of Route 66.” His idea was to create an all-weather road to transport materials across the country.

“That’s why they built it, for commerce primarily. It was a bonus that people could travel to visit friends and relatives and then eventually take vacations along it,” said Ryburn, who has authored a guidebook on McLean County’s section of the road. She wrote a history of the Mother Road for her doctoral dissertation and remains a frequent traveler of the pavement etched in American consciousness by the song “Get Your Kicks on Route 66” and a TV show (*Route 66*).

In Illinois, State Road 4 was the main fore-runner of Route 66. Several roads were cobbled together to create one route from Chicago to St. Louis. “They never built Route 66; they created it by attaching paved pieces of road with other paved pieces of road,” Weiss said.

Route 66 originally went through the middle of Bloomington-Normal, passing Illinois State University’s campus on its southward path. Businesses sprang up on busy sections of the road, including the nation’s first Steak ‘n Shake. It opened in 1934 on Main Street in Normal.

General contractor William Sprague opened Sprague’s Super Service in 1931 at 305 Pine Street, which was then the main northern entrance to Normal. Unlike many businesses that closed as the





**“This is probably the most elaborate restoration on an individual basis. Usually these kinds of projects are taken on by some big banks with corporate sponsors. She didn’t have any of that. She just had a lot of guts.”**

route was altered, the service station survived long after Route 66 was rerouted to the beltline in 1941, bypassing the heart of the Twin Cities.

Sprague’s building had several owners, becoming a gas station, restaurant, auto-shop, cab company, Greyhound bus stop, rental car and ambulance service, and bridal shop and catering business. When it opened there was a cafe, a little grocery, and two other gas stations nearby.

Ryburn purchased the two-story Tudor Revival building for \$220,000 in 2006 and hopes to resurrect it as a café/theater/bed-and-breakfast on what is now a sleepy Normal street. She had her eyes on the 8,000-square-foot building for years and put in a couple of offers once it went up for sale. She was so surprised her second bid was accepted that she hadn’t bothered to tell her husband about her efforts to obtain their new home.

Persuading him was the easy part; reviving a Route 66 landmark, not so much. Ryburn has spent \$90,000 of her own money to reroof the building, install storm windows, and complete other renovations, with hundreds of thousands of dollars of work yet to be done. She wants to knock down two additions built in the 1950s and 1960s. She needs to replace pipes from the 1930s, and the second floor needs a complete redo.

“It was really deteriorating badly when I bought it,” Ryburn said. She brought in Illinois State University interior design classes to redesign the first floor, and top floor—where she lives in the larger of two apartments—into a bed-and-breakfast.

The first floor is taking shape, but gathering dust. The former restaurant space is being turned into a coffee shop. A tea room with the tables set is ready to go in an adjacent room. A stage and lighting is set up for a community theater in a third room, but none of the spaces are ready for the public.

“I’m just hoping it’s not open posthumously. That’s my goal,” said Ryburn, who has obtained grants. She worked to get the building listed on the National Register of Historic Places, recognized by the Route 66 Association of Illinois Hall of Fame, and as a local Normal landmark.

“The difficulty with owning an historical building is I have to restore it, not remodel it,” Ry-



burn said. “The exterior has to look as exactly the way it looked when it was built in 1930–31.”

Weiss is impressed with Ryburn’s efforts. He has worked on Illinois Route 66 preservation efforts for 20 years and has led volunteers to Ryburn’s home.

“This is probably the most elaborate restoration on an individual basis,” he said. “Usually these kinds of projects are taken on by some big banks with corporate sponsors. She didn’t have any of that. She just had a lot of guts.”

Terri Ryburn is in the middle of a \$1 million restoration of the former Sprague’s Super Service, an 83-year-old relic of Old Route 66.



# FROM barren road TO CIVIC LESSON

**W**hile Ryburn's connection to Route 66 started during its heyday, Walk's happened after its demise. In the 1990s, Walk drove past a barricaded section of the road in Towanda on his way to Normal Community High School, where he taught history and social studies.

"I thought something could be done here. This is a piece of Americana," Walk said. The two-lane frontage road that Walk drove was the vibrant half of Route 66 in Towanda. The two southbound lanes didn't survive the opening of Interstate 55 and became the corpse that Walk has mummified.

"When I-55 came through, that was pretty much the death knell of Old 66," said Walk, whose

closet-size office in Schroeder Hall is a display of Route 66 paraphernalia.

Travelers on that frontage road see the evolution of modern transportation in Towanda. To the east is a Union Pacific rail line. The Chicago to Alton rail line, which opened in the mid-1800s, once passed through and forged an alignment roughly followed by Route 66. It was a path beaten down by settlers who tread over trails traced by buffalo and Native Americans.

A faint rumbling of traffic to the west reveals Interstate 55. The highway that runs from Chicago to New Orleans replaced the 300 miles of Route 66 in Illinois. It was one of five interstates built in the 1960s and 1970s to replace the Mother Road, whose death in Illinois in 1977 preceded its overall denouement seven years later in Arizona.

"Now it is just so homogenized. There is no uniqueness about the interstate," Walk said. "You got a much better sense of both the physical and cultural landscape when you were on old Route 66."

Walk figured Route 66 could be the hook to get his high school students motivated in civic engagement. He proposed the students place a memorial sign by the closed road.

"They didn't quite see my vision," Walk said with a laugh, recalling the initial response. "It was like, 'Why are we out here?' Just a barren stretch of road; there is nothing there."

Their attitudes changed once they learned

Illinois State History Professor Fred Walk, pictured front row far left, gathers students and community members together every spring to help beautify the Route 66 parkway in Towanda.

**"They didn't quite see my vision. It was like, 'Why are we out here?' Just a barren stretch of road; there is nothing there."**



more about Route 66's importance nationally and in their backyard.

"After we did the sign, I started thinking we could do much more," Walk said. He met with state officials about turning the road to nowhere into a parkway. There was one problem: The state planned to tear down an old bridge over Money Creek that would have cut the parkway in two.

Walk and the students launched a successful "save the bridge" campaign that upset the contractor who was to receive \$80,000 to remove it. But they won over local politicians.

"I wanted to provide an avenue for my students to model for them how they could become



activists and model that sense of activism whereby they could get involved in their community,” Walk said.

With the bridge saved, Walk, his students, and community volunteers created the parkway. They added benches, planted trees, poured concrete, built split-rail fences, created murals of every state where Route 66 passes through, installed classic Burma Shave signs that once dotted the roadway, and recorded the local history in brochures describing the diners and gas stations that went by the wayside with Route 66’s demise.

“The goal was to capture the cultural essence of this stretch of road,” he said.

Fifteen years later, the parkway known as the Historic Route 66: A Geographic Journey, is a tourist attraction and a local landmark. A scan of a logbook shows visitors from Australia, Brazil, Kenya, Japan, England, Quebec, and New York City.

“It’s amazing for how many people there is this lure of Route 66, worldwide,” said Walk, who uses the parkway as a tool to teach Illinois State history-social science education students about how they can get their future students civically engaged. Since joining the History Department in 2003, he and fellow History Professor Monica Noraian, Ph.D. ’07, have led a history-social science

methodology class that emphasizes civic engagement for aspiring history-social science teachers. Among other activities, they annually take students to the Route 66 parkway to help with preservation efforts.

“What we are all about is providing avenues for our students and future teachers to become responsible, active, contributing citizens,” Walk said. “And that is the endgame.”

#### Editor’s note

Terri Ryburn, Fred Walk, and John Weiss provided much of the history of Route 66 in this story. Sources included Ryburn’s book, *Route 66: Goin’ Somewhere (The Road in McLean County)*; Fred Walk’s 2002 article in *Historic Illinois*; and Rutgers University’s 2011 publication *Route 66: Economic Impact Study*.

View a video showing the progress made on Route 66 by Fred Walk and his students. Go online to [IllinoisState.edu/Magazine](http://IllinoisState.edu/Magazine).





**O**n February 18, 1857, Governor William Bissell of Illinois signed a bill creating a normal school and establishing the Board of Education of the State of Illinois as its governing body. The bill stipulated that the permanent location would be the place that offered the most favorable inducements. Jesse W. Fell took up the campaign for Bloomington and obtained financial backing totaling \$141,000. Abraham Lincoln, acting as attorney for the board, drew up the bond guaranteeing the Bloomington citizens would fulfill their financial pledges.



Illinois State Normal University was consequently founded as the first public institution of higher education in the state. Established as a teacher education institution, Illinois State has developed into a multipurpose university with degree programs at the bachelor's, master's, and doctoral levels.

The University is one of 12 public universities in Illinois. Its 34 academic departments offer more than 154 fields of study in the Colleges of Applied Science and Technology, Arts and Sciences, Business, Education, and Fine Arts, and the Mennonite College of Nursing. The Graduate School coordinates 42 master's, seven certificate, one specialist, and 10 doctoral programs. The University's academic programs are supported by the services and collections of Milner Library, which contains more than 3 million holdings and special collections.

The University enrolls students from throughout Illinois, 48 states, and 63 countries. Students are mentored by faculty members dedicated to superior teaching, including numerous teacher-scholars recognized at national and international levels for their research and contributions to their field.

Conveniently located in Central Illinois, the University is situated at the intersection of three major highways, as well as along the Chicago-St. Louis railroad corridor. Due to its easy access in a region of strong economic growth and its multidimensional profile, Illinois State is able to respond to the varied needs and interests of its constituents and to contribute to the development of its students as responsible citizens.



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