



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Land Purchase and Sale Agreement between City of St. Charles and Tyler/Production, LLC (1-Acre Property for Stormwater Management)
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Presenter:	Chris Aiston
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Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (06/11/12)		City Council

Estimated Cost:	\$160,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Budget Amendment

Executive Summary:

On May 14, 2012, the Planning & Development Committee endorsed a proposal for the City to purchase from Tyler/Production, LLC a one-acre (+/-) property (Outlot A, Tyler-Production Subdivision) and an adjacent construction/maintenance easement to allow for the City to construct a stormwater management facility (open drainage channel and associated appurtenances) to help alleviate flooding conditions within the area (7th Ave. Creek sub-watershed).

Legal counsel drafted an agreement that reflects the terms approved by the City Council.

Through the attached Agreement, the City agrees to pay Tyler/Production, LLC \$130,000 to purchase the subject parcel and an additional \$30,000 for an easement to allow the City temporary access across other parcel(s) within the Tyler-Production Subdivision for construction purposes, as well for perpetual access through such property(ies) for property maintenance.

Attachments: *(please list)*

Agreement; Bullet Point Position Statement in Support of Action; Schematic Depicting Subject Property (Outlot A, Tyler-Production Subdivision)

Recommendation / Suggested Action *(briefly explain):*

Recommend that the Planning & Development Committee recommend that the City Council approve a resolution authorizing the Mayor and City Clerk to execute the Agreement with Tyler/Production, LLC.

For office use only

Agenda Item Number: 5c

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this ____ day of June, 2012, by and between Tyler/Production, LLC, an Illinois limited liability company (the "Seller") and the City of St. Charles, an Illinois municipal corporation (the "Buyer").

RECITALS:

A. Seller is the owner of certain real estate known as Tyler Production Subdivision (the "Subdivision"). Outlot A of the Subdivision (the "Property") is legally described on Exhibit A, attached hereto and incorporated herein.

B. Seller desires to sell the Property to Buyer, and Buyer desires to buy the Property from Seller, on the terms and subject to the conditions of this Agreement.

C. The Buyer also desires to acquire a construction and maintenance access easement (the "Easement") over certain property adjacent to the Property (the "Easement Parcel"), such portion legally described on Exhibit B, attached hereto and incorporated herein.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I PURCHASE AND SALE

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property subject only to the Permitted Exceptions which are set forth on Exhibit C, attached hereto and incorporated herein.

1.02. Purchase Price. The purchase price (the "Purchase Price") for the Property will be One Hundred Thirty Thousand Dollars (\$130,000). The purchase price for the Easement (the "Easement Purchase Price") shall be Thirty Thousand Dollars (\$30,000).

1.03. Payment Terms. The Purchase Price and the Easement Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.

ARTICLE II CERTAIN PRE-CLOSING MATTERS

2.01. Title Commitment. Within five (5) days of the execution of this Agreement, Seller will deliver to Buyer a commitment for an owner's title insurance policy ("Title Commitment") issued by Chicago Title Insurance Company (the "Title Company") in the amount of the

Purchase Price, covering title to the Property on or after the date of this Agreement, showing title in the intended grantor, subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed.

2.02. Survey. Within fifteen (15) days of the execution of this Agreement, Seller shall deliver a survey (the "Survey") to Buyer, at Seller's sole cost and expense. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of or encroachments upon any recorded building lines, restrictions or easements affecting the Property. If the Survey is dated more than ninety (90) days prior to the Closing Date (as hereinafter defined), Seller shall furnish at Closing a certificate of the surveyor to Buyer dated within ninety (90) days prior to Closing certifying that there have been no changes or additions to the Property since the date of the Survey.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than an exception described in Section 2.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.

2.04. Demolition of Structures. Prior to the Closing, the Seller shall, at its sole expense, demolish all structures on the Property. Such demolition shall be done in accordance with all applicable laws, ordinances and regulations.

ARTICLE III APPORTIONMENT OF COSTS

3.01. Real Estate Taxes. General and special real estate and other ad valorem taxes and assessments and other state or city taxes, fees, charges and assessments affecting the Property, if any, shall be prorated as of the Closing Date on the basis of one hundred five percent (105%) of the most recent ascertainable amounts of, or other reliable information in respect to, each such item, and the net credit to Buyer or Seller shall be paid in cash at the Closing. Any such taxes prorated on an estimated basis on the Closing Date shall be re-prorated by the parties when and as the actual amount of such item becomes known. Any adjustment due to re-proration shall be effected not later than ten (10) days following final determination of the amount of such item and demand by the party to whom credit is due.

3.02. Transfer Taxes. Seller will pay all transfer taxes imposed by the State of Illinois, Kane County and the City of St. Charles, if any.

3.03. Title; Recording Costs. Seller will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay all premiums for the Owner's title insurance policy. Seller will pay any separate title exam charges and the recording fees for any mortgage or other encumbrance releases. Buyer will pay the recording fees for the deed conveying the Property.

ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer will use their best efforts to close this transaction by June 30, 2012 (the "Closing Date"), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer. Closing will take place through a New York style deed and money escrow with the Title Company serving as escrow agent (the "Escrow Agent"). Not less than two (2) days before the Closing Date, Seller and Buyer will execute the standard form of New York style deed and money escrow instructions then in use by the Escrow Agent, modified as necessary to conform to the terms of this Agreement. Seller and Buyer will each pay one-half (1/2) of the escrow fee.

4.02. Seller's Closing Documents. At Closing, Seller will deposit with the Escrow Agent for delivery to Buyer, the following documents:

- (a) A recordable trustee's deed, in form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.
- (c) Payoff letters issued by the holders of all mortgages or trust deeds of record, if any, setting forth the amount(s) required to release the Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds or record as to the Property.
- (d) A duly executed affidavit attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements to the Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.
- (e) ALTA Statements, executed in duplicate.

- (f) Executed real estate transfer tax declarations.
- (g) Executed Closing Statement.
- (h) Executed Easement Agreement, in the form attached hereto and incorporated herein as Exhibit D granting a construction and maintenance access easement over the Easement Parcel.
- (i) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

4.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will deposit with the Escrow Agent for delivery to Seller, the following documents:

- (a) ALTA Statements in duplicate.
- (b) Executed counterpart of Seller's Closing Statement.
- (c) A copy of the ordinance or resolution of Buyer's City Council, approving this Agreement and authorizing Buyer to complete the transaction described herein, certified by an authorized officer of Buyer as being a true and complete copy of the original and as being in effect.
- (d) Such other documents as reasonable may be required to consummate the transaction contemplated by this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of the Closing, and all will survive the Closing), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.

(b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions

herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.

(c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03 to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

(a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.

(b) Buyer has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.

(c) Buyer will at all times on and after the date of this Agreement act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs, resulting from any misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

ARTICLE VI
ENVIRONMENTAL

6.01. Environmental Definitions. For purposes of this Article VI, the term "Hazardous Substance" shall mean at any time, any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which:

(a) Is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic pursuant to any law, by any local, state, territorial or federal governmental authority; or

(b) Is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation, including but not limited to,

(1) All substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal statutes and their state counterpart, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11011 *et seq.*, the Safe Drinking Water Act, 33 U.S.C. §300f *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 *et seq.*, and the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*;

(2) Petroleum and petroleum products including crude oil and any fractions thereof;

(3) Natural gas, synthetic gas, and any mixtures thereof;

(4) Radon;

(5) Radioactive substances;

(6) Asbestos;

(7) Urea formaldehyde;

(8) Polychlorinated biphenyl; and

(9) Electromagnetic field radiation.

The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Substances.

6.02. Environmental Representations and Warranties. Seller represents and warrants that to the best of Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any Environmental Laws, and (ii) the Property is free of any Hazardous Substances that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action,

remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Seller shall promptly take any and all remedial and removal action as required by law to clean up the Property, mitigate exposure to liability arising from, and keep the Property free of any lien imposed pursuant to, any Environmental Laws as a result of such Beach.

6.03. Environmental Assessment. The Buyer has obtained a Phase I environmental site assessment prepared by SECOR International, Incorporated, dated December 21, 2004.. The Seller shall, at its sole expense, obtain a Phase II environmental site assessment. Should the Phase II assessment reveal the need for any remediation, the Seller shall perform such remediation at its sole expense. The remediation shall be to the Tier I industrial/commercial properties level, as defined in Part 742 of the Illinois Administrative Code, and shall be completed in accordance with the laws of the State of Illinois and all rules and regulations promulgated thereunder. Such remediation shall be completed no later than _____, 2012. The Seller shall apply for and obtain a comprehensive, unconditional No Further Remediation (NFR) Letter prior to the Closing Date issued by the IEPA pursuant to the Site Remediation Program.

The Seller shall also be responsible for filing, at its sole expense, IEPA Form 663 regarding clean construction or demolition debris in connection with the demolition activities on the Property.

6.04. Environmental Indemnity. Additionally, but not in lieu of Seller's affirmative undertakings set forth in Section 6.02, Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all debt, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultant's fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Buyer and its grantees as a result of any matter, condition or state of fact involving Environmental Laws or Hazardous Substances which existed on or arose prior to the Closing Date and which failed to comply with (i) the Environmental Laws in effect as of the Closing Date or (ii) any existing common law theory based on nuisance or strict liability in existence as of the Closing Date, regardless of whether or not Seller had knowledge of same as of that Closing Date. The representations and warranties of the Seller under this Article VI will be deemed to be continuing representations and warranties of the Seller up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the Seller in this Article VI will survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the Seller hereto following the Closing Date, subject to any applicable statute of limitations.

6.05. No Notices. Seller has received no notice that the Property or any part thereof is, and, to the best of the Seller's knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards other than as noted on the Title Commitment.

ARTICLE VII
POSSESSION

7.01. Delivery at Closing. Seller will deliver possession of the Property to Buyer at Closing, and shall remove any personal property belong to Seller from the Property prior to Closing.

ARTICLE VIII
BROKERS

8.01 No Brokers. Seller and Buyer represent and warrant to each other that they have dealt with no brokers or real estate agents in connection with the transaction described in this Agreement.

8.02. Indemnity. Seller and Buyer will indemnify each other against all loss, cost, damage and expense the other may incur as the result of a claim for commission, fee or other compensation made by any broker or real estate agent by reason of the transaction described in this Agreement, where such claim is based on dealings or alleged dealings by such broker or agent with the indemnifying party.

8.03. Survival. The representations and warranties of Seller and Buyer, and their agreements contained in this Article VIII, will survive the Closing or other termination of this Agreement.

ARTICLE IX
MISCELLANEOUS

9.01. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the other party will be paid by the defaulting party.

9.02. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller:	Tyler/Production, LLC Attn: Robert Rasmussen 409 East Illinois Street St. Charles, Illinois 60174 Telephone: 630/443-9393 Facsimile: 630/443-9008 bob@midwestcustomhomes.com
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With a copy to: Bochte, Kuzniar & Navigato, P.C
Attn: William F. Bochte
2580 Foxfield Road Suite 200
St. Charles, Illinois 60174
Telephone: 630/377-7770
Facsimile: 630/377-3479
wbochte@bknblaw.com

If to Buyer: City of St. Charles
Attn: Brian Townsend
Two East Main Street
St. Charles, IL 60174
Telephone: 630/377-4422
Facsimile: 630/377-4440
btownsend@stcharlesil.gov

With a copy to: Gorski & Good, LLP
Attn: Robin Jones
211 S. Wheaton Avenue, Suite 305
Wheaton, IL 60187
Telephone: 630/665-7500
Facsimile: 630/665-8670
rjones@gorski-good.com

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

9.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

9.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or condition of this Agreement, all of which shall continue in full force and effect.

9.05. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

9.06. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and government by the laws of the State of Illinois.

9.07. Assignment. Buyer may not assign this Agreement, or any of Buyer's rights hereunder, not may Buyer delegate its duties, without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

9.08. Binding Effect. Without limiting the provisions of Section 9.07, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

9.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

9.11 Execution. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile reproduction ("Fax") or electronic mail ("E-mail"); if Fax or E-mail delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

TYLER/PRODUCTION, LLC, an Illinois limited liability company

By: _____

BUYER:

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT PARCEL

EXHIBIT "C"

PERMITTED EXCEPTIONS

1. Covenants, conditions and restrictions of record;
2. Private, public and utility easements and roads and highways, if any;
3. General taxes for 2012 and subsequent years;
4. Special taxes or assessments for improvements not yet completed, if any;
5. Installments not due as of the Closing Date for any special tax or assessment for improvements previously completed.

City's Land Purchase for Stormwater Management

Position Statement

I. One-Acre Land Purchase

- A. City to purchase 1+ acre of land (Outlot A, Tyler-Production Sub.) for the purpose of constructing an open drainage channel and for \$130,000 (\$3.00 /sf)
- B. City to purchase construction/maintenance easement across other parcel(s) in the subdivision to construct and have perpetual access to the drainage channel for \$30,000.
- C. July, 2011 appraisal for entire 6+ acre at 410 S. Tyler (single tract prior to subdivision) indicates property value of \$800,000 (\$3.00/sf). This is a blended value across the entire 6-acre tract.
- D. The price to be paid by the city represents the per acre value as determined by the appraisal ($\$130,000 \times 6 \text{ acres} = \$800,000$).
- E. Property located in the southerly 2-acres of total tract is currently located in the regulatory floodplain and was appraised at a value between \$1.00 - \$2.00 /sf.
- F. Why, then is the City willing to pay \$3.00 per sf?
 - i. As the subject property is in the floodplain, it is of very limited, if any, value to private development interest, as it is essentially unbuildable. The appraisal must consider fair market value and accounts for its unbuildable condition. However its value to the city is not related to its value as a development parcel but as lowland open space.
 - ii. The City, unlike a private party interest, is charged with the public's safety and welfare. As such, the City must address known flooding conditions within its corporate boundaries. Such conditions currently exist within the area surrounding and including the subject property (7th A^{ve}. Creek sub-watershed). The subject 1-acre tract can accommodate the city's desired stormwater management improvements.

II. Public Benefits Derived from Land Purchase

City to purchase strategically located property for open space and area-wide stormwater management. Public facilities will include an open drainage channel and new, enlarged culvert system beneath Tyler Road, allowing unobstructed flow of stormwater runoff into downstream detention facility.

Subject Property: Outlot A, Tyler-Production Subdivision

