



LEGAL DIVISION
(217) 384-2464
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STEPHEN HOLZ
City Attorney

JACK WAALER
Special Counsel

Memorandum

DATE: September 19, 2003
TO: Bruce Walden
FROM: Jack Waaler
RE: Parcel at Five Points owned by the County

In the effort to push forward the redevelopment of Five Points on the east side, in March of this year, the City acquired an option to purchase a parcel of approximately 8,000 square feet from the County. The parcel is vacant land and lies immediately south of the Yen Cheng Restaurant. The agreed purchase price on the option is the sum of \$25,000. A copy of the option is attached to this memo.

Since the Council approved the agreement with the developer of Five Points East in Ordinance No. 2003-09-092 in September, 2003, it is appropriate to exercise the option at this time and acquire the optioned tract for the redevelopment effort.

The attached Ordinance merely authorizes the Chief Administrative Officer to exercise the option and cause the parcel to be conveyed to the City.

ORDINANCE NO. 2003-09-108

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE

{Five Points Parcel}

WHEREAS, the City of Urbana has an option to purchase the real estate parcel described in the Agreement approved herein; and

WHEREAS, the subject parcel is vacant land owned by the County of Champaign; and

WHEREAS, the subject parcel is part of the redevelopment area plan described in the redevelopment agreement between the City and Five Points East, approved by the City Council in Ordinance No. 2003-09-092, which was passed by the City Council on the 2nd day of September, 2003; and

WHEREAS, acquisition of the subject parcel will advance the economic development purpose expressed in Ordinance No. 2003-09-092.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that the Chief Administrative Officer is authorized to exercise the Option herein, a true copy of which is attached hereto, under the terms and conditions set forth therein; and furthermore, the Chief Administrative Officer is authorized to waive any objections to exceptions, if any, noted in the title commitment letter called for herein.

PASSED by the City Council this ____ day of _____, 2003.

AYES:

NAYS:

PRESENT:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2003.

Tod Satterthwaite, Mayor

REAL ESTATE OPTION AND CONTRACT
Between Champaign County and the City of Urbana

This Real Estate Option and Contract (the "Contract") is made as of the date of the last to execute of the parties hereto (the "Effective Date") by and between the City of Urbana, Champaign County, Illinois (the "Optionee/Purchaser") and the, County of Champaign, Illinois, executing this Contract as the Optionor/Seller (the "Optionor/Seller").

W I T N E S S E T H

WHEREAS, Optionor/Seller is the owner of certain real estate as later more specifically described in this Contract; and

WHEREAS, the Optionee/Purchaser desires to obtain an option to purchase said real estate on such terms and conditions as are provided for herein; and

NOW, THEREFORE, in consideration of the representations, promises, covenants, agreements and undertakings set forth in this Contract, the Optionor/Seller and the Optionee/Purchaser hereby agree as follows:

Section 1. Grant of Option. Optionee/Seller, in consideration of Ten Dollars (\$10.00) paid by Optionee/Purchaser to Optionee/Seller (the "Option Fee"), receipt of which is acknowledged by Optionor/Seller, grants to Optionee/Purchaser the exclusive right and option to purchase, on the following terms and conditions (the "Option"), the real estate or portions thereof, together with all improvements and appurtenances, situated in the City of Urbana, Champaign County, Illinois, the legal description of which is:

The parcel of land being a part of Lots 35 and 36 of Hiram Shepherd's Addition to the City of Urbana, described as follows: from the northeast corner of said Lot 35, measure southerly on the east line of said Lot 35 for 17.28 feet to the northerly existing right-of-way line of SBI Route 10; thence westerly on the northerly right-of-way of SBI Route 10 for 110.34 feet to the place of beginning.

From the place of beginning deflect 80°11'59" to the left from the last described course southerly for 51.75 feet; thence deflect 90°00'00" to the right westerly for 140.0 feet; thence deflect 68°06'33" to the right northwesterly for 70.24 feet; thence deflect 127°45'2" to the right southeasterly for 58.86 feet; thence deflect 16°39'36" to the left easterly for 111.51 feet to the place of beginning, containing 7,922 square feet more or less.

(the "Real Estate"), together with all and any of Optionee/Seller's interest in any real estate adjacent to the above-described parcels. Legal description is subject to minor modifications based on title commitment.

Section 2. Option Periods. The term of this first Option period shall commence as of the Effective Date and continue until 5:00 p.m. on the 15th day of February, 2005; Optionee has the

right to extend this option for 365 days upon written notice and payment of an additional Nine Hundred Fifty dollars by January 15th 2005.

Section 3. Purchase Price. At closing, Optionee/Purchaser agrees to pay to Optionor/Seller the total sum of Twenty Five Thousand Dollars (\$25,000) for the Real Estate, which amount, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Optionor/Seller at closing if Optionee/Purchaser elects to exercise this Option.

Section 4. Special Covenants. During any Option periods, as described in Section 2 hereof, the Optionor/Seller shall not create any leases, liens, mortgages, clouds on title or other encumbrances, (except as the Optionee/Purchaser shall in writing consent to) to affect or exist with respect to the Real Estate.

Section 5. Quality of Title. Optionor/Seller acknowledges that as of the Effective Date, the Optionee/Purchaser is not aware of the nature of any encumbrances on the Optionor/Seller's title to the Real Estate. Within a period of not greater than seven (7) days from and after the Effective Date, Optionee/Seller shall provide to Optionee/Purchaser title opinions, title insurance policies and commitments, and the like, or copies thereof, possessed by Optionor/Seller.

Section 6. Evidence of Title. In the event that Optionee/Purchaser elects to exercise this Option, Optionee/Seller shall, within a reasonable time, deliver to Optionee/Purchaser, as evidence of Optionee/Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Real Estate is located, committing the company to issue a policy in the usual form insuring title to the Real Estate in Optionee/Purchaser's name for the amount of the purchase price.

Optionee/Purchaser shall be responsible for payment of the owner's premium and Optionor/Seller's search charges. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record or the present use of the Real Estate and which do not restrict reasonable use of the Real Estate; existing mortgages (if any) to be paid by Optionee/Seller at closing. If title evidence discloses exceptions other than those permitted, Optionee/Purchaser shall give written notice of such exceptions to Optionee/Seller within a reasonable time. Optionor/Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Optionor/Seller is unable to cure such exception, then Optionee/Purchaser shall have the option to terminate this Contract.

Section 7. Right of Inspection. Optionee/Purchaser or its agents have the right to enter the Real Estate for the purpose of determining the presence of any environmental problem or hazards.

Section 8. Deed of Conveyance. Conveyance of the Real Estate by Optionee/Seller to Optionee/Purchaser, or its assigns, shall be by a recordable quit claim deed which conveys the Real Estate in fee simple absolute, subject only to exceptions permitted herein.

Section 9. Taxes and Assessments. In the event that the Optionee/Purchaser elects to exercise this option, general taxes and special assessments (if any) shall be paid in accordance with this Section 9. Real estate taxes apportioned up to the effective date of this Option Agreement shall be Optionor/Seller's expense. The proration thereof shall be calculated upon

the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the date of this Contract shall be Optionee/Seller's expense. All such taxes and special assessments shall constitute a credit to Optionee/Purchaser against the purchase price, and shall release Optionor/Seller from any further liability to Optionee/Purchaser in connection therewith.

Section 10. Exercise of Option and Closing. The Option herein provided to the Optionee/Purchaser shall be exercised and the closing of this transaction shall occur either by the fact of concluding the purchase and taking possession within any Option period or by notice in writing to the Optionee/Seller within any Option period and with the fact of concluding the purchase and taking possession within thirty (30) days of such notice, at the time and place in Champaign County designated by Optionee/Purchaser.

Section 11. Notices. Notice of a request to extend or an election to exercise this Option shall be made by Optionee/Purchaser addressed to Optionor/Seller as follows:

Champaign County
Denny Inman, Co-Administrator
Champaign County Administrative Services
1776 East Washington Street
Urbana, IL 61802

All notices to the Optionee/Purchaser shall be addressed as follows:

City of Urbana
Bruce K. Walden
Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

All notices provided for herein shall be deemed to have been duly given, if and when deposited in the U.S. Mail, postage prepaid and addressed to the Optionor/Seller at the above listed address, or when delivered personally to such party.

Section 12. Memorandum of Contract. The Optionee/Purchaser may and is hereby authorized to file in the appropriate county real estate records, either a copy of this Contract or an appropriate memorandum of the existence of this Contract, identifying the Real Estate, the Optionee/Seller, the Optionee/Purchaser and a brief summary of this contract.

Section 13. Default and Enforcement. Default under this Contract shall mean failure to timely and fully perform with respect to any term or provision hereof. No failure by the Optionor/Seller or the Optionee/Purchaser to elect to declare a default hereunder shall be deemed a waiver of their respective rights to make such election, and a waiver in one case shall not be a waiver of another. The parties agree that the sole remedy for the Optionee/Purchaser under this contract shall be the remedy of specific performance.

Section 14. Agreements and Binding Effect. This Contract shall be binding upon the Optionor/Seller and the Optionee/Purchaser, and their respective successors and assigns,

according to its tenor and import. When any term or provision of this Contract directs that any party hereto perform or undertake a particular action, such party hereby covenants and agrees to timely and fully perform. Time is of the essence of this Contract.

Section 15. Amendments. This Contract may be amended from time to time, but only in writing by the Optionor/Seller and the Optionee/Purchaser.

Section 16. Execution and CounterParts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the persons executing it as Optionee/Seller covenant that they are the record owners of the Real Estate, and all of the record owners thereof, and have full power and authority to so execute and deliver this Contract.

Section 17. Assignment of Option. This Option may be assigned by Optionee/Purchaser only with the express approval of the Optionor/Seller.

Optionor/Seller:

Champaign County

By: _____

County Board Chair
Patricia Avery

Optionee/Purchaser:

The City of Urbana,
Champaign County, Illinois

By: _____

Bruce K. Walden,
Chief Administrative Officer

ATTEST:

ATTEST:

County Clerk and Ex-Officio Clerk of
the Champaign County Board

Notary Public

Date Signed: _____

Date Signed: _____