

AN ORDINANCE  
AUTHORIZING THE SALE OF AN OPTION TO  
PURCHASE CERTAIN REAL ESTATE

WHEREAS, the City is the owner, in fee simple, of the premises hereinafter referred to as "Parcel A", which are legally described as:

Beginning at a point where the East right-of-way line of Broadway Avenue intersects the South line of Lot 2 of a Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian as recorded in Book 18 Page 246 of Deed Records in the office of the Champaign County Recorder; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 150.00 feet; thence South 83 degrees 25 minutes 59 seconds East, 572.70 feet to the West line of Vine Street; thence South 00 degrees 34 minutes 13 seconds East along the West line of Vine Street, 88.00 feet to the South line of said Lot 2; thence North 89 degrees 38 minutes 49 seconds West along the South line of said Lot 2, 568.08 feet to the place of beginning, said tract containing 67668 square feet (1.55 acres), more or less, and situated in Champaign County, Illinois;

and

WHEREAS, the City has an option to purchase certain premises immediately adjoining Parcel A on the North, which premises are hereinafter referred to as "Parcel B" and are legally described as:

That part of Lot 2 of a Subdivision of part of the Southwest Quarter of Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at a point where the East right-of-way line of Broadway Avenue intersects the South line of Lot 2 of a Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as recorded in Book 18 Page 246 of Deed Records in the office of the Champaign County Recorder; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 150.00 feet for a true place of beginning; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 70.00 feet; thence Easterly around a curve to the right, having a radius of 2980 feet, an arc distance of 571.05 feet and a chord bearing of South 86 degrees 26 minutes 08 seconds East to the West line of Vine Street; thence South 00 degrees 34 minutes 13 seconds East along the West line of Vine Street, 100.00 feet; thence North 83 degrees 25 minutes 59 seconds West 572.70 feet to the place of beginning, situated in Champaign County, Illinois;

and

WHEREAS, the City Council of the City of Urbana has determined that it is no longer necessary, appropriate, or in the best interest of the City of Urbana that it retain title to said real estate, and that said real estate is not required for the use of, or profitable to the City; and

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the City of Urbana, Champaign County, Illinois, with a population in excess of 25,000 is therefore a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, in the exercise of the home rule powers conferred by Section 6(a) of Article VII of the Constitution of Illinois of 1970, the City Council of the City of Urbana has heretofore adopted Section 2-118 (a) and (e) of the Code of Ordinances, City of Urbana, Illinois, under which the City Council of the City of Urbana has authority to sell, or to grant an option to purchase, real property owned by the City of Urbana without taking bids therefor after public notice and a public hearing on any such proposed sale or option to purchase; and

WHEREAS, pursuant to said Section 2-118 (a) and (e), public notice has been given of a public hearing on the proposal to grant an option to purchase the aforesaid premises, which said notice was published in The News-Gazette on October 4, 1980, a newspaper of general circulation within the City of Urbana; and

WHEREAS, pursuant to the said Section 2-118 (a) and (e), a public hearing on the aforesaid proposal to grant an option to purchase the aforesaid premises was held on October 20, 1980, which said date was not less than 15 days subsequent to the date that the notice of such public hearing was published; and

WHEREAS, the City Council of the City of Urbana finds and determines that the respective premises involved in the sale of this option are no longer needed for governmental purposes or proprietary activity of the City and that the best interests of the City of Urbana and its residents will be served by selling J. M. Jones Company an option to purchase said premises for the sum of \$250,000.00, all pursuant to and in accordance with the terms and provisions of an Option to Purchase Real Estate attached hereto as Exhibit A to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1: The City Council of the City of Urbana finds as facts the recitals hereinabove set forth.

Section 2: The offer of J. M. Jones Company, a Delaware Corporation authorized to do business in the State of Illinois, to pay \$10.00 for an option to purchase said premises for a purchase price of \$250,000.00 in strict accordance with the terms and conditions of Exhibit A to this Ordinance, be and it is hereby accepted.

Section 3: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest an Option to Purchase Real Estate in the form attached hereto as Exhibit A.

Section 4: Upon the exercise of the aforesaid option to purchase the aforesaid premises and upon the satisfaction of the terms of the aforesaid Option to Purchase Real Estate with respect to the said option and the exercise thereof, and upon the payment or securing of the purchase price for said premises, the Mayor is hereby authorized and directed to convey and transfer the said premises to J. M. Jones Company or its nominee or assigns by a proper deed of conveyance, stating therein the aforesaid consideration for said premises, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City of Urbana.

Section 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents

as may be required by the Option to Purchase Real Estate attached hereto as Exhibit A or as may be necessary to the conveyance herein authorized.

Section 6: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the aldermen/alderwomen now holding office, and approval and publication in the manner provided by law.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 20th day of October, 1980.

PASSED by the City Council this 20th day of October, 1980.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

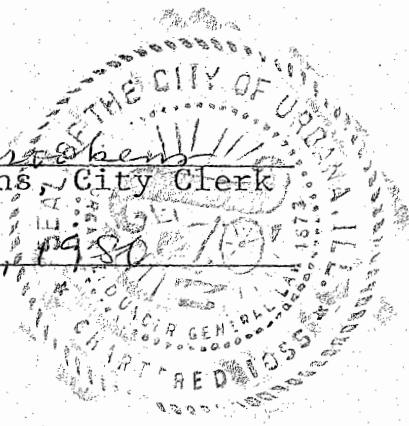
APPROVED by the Mayor this 28<sup>th</sup> day of October, 1980.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8081-43 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

October 29, 1980  
Date



OPTION TO PURCHASE REAL ESTATE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by and between THE CITY OF URBANA, a municipal corporation organized under the laws of the State of Illinois, (hereinafter referred to as "the City") and J. M. JONES COMPANY, a Delaware corporation authorized to do business in the State of Illinois, (hereinafter referred to as "the Company").

W I T N E S S E T H:

WHEREAS, the CITY is the owner, in fee simple, of the premises hereinafter referred to as "Parcel A", which are legally described as:

Beginning at a point where the East right-of-way line of Broadway Avenue intersects the South line of Lot 2 of a Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian as recorded in Book 18 Page 246 of Deed Records in the office of the Champaign County Recorder; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 150.00 feet; thence South 83 degrees 25 minutes 59 seconds East, 572.70 feet to the West line of Vine Street; thence South 00 degrees 34 minutes 13 seconds East along the West line of Vine Street, 88.00 feet to the South line of said Lot 2; thence North 89 degrees 38 minutes 49 seconds West along the South line of said Lot 2, 568.08 feet to the place of beginning, said tract containing 67668 square feet (1.55 acres), more or less, and situated in Champaign County, Illinois;

and

WHEREAS, the CITY has an option to purchase certain premises immediately adjoining Parcel A on the North, which premises are hereinafter referred to as "Parcel B" and are legally described as:

That part of Lot 2 of a Subdivision of part of the Southwest Quarter of Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at a point where the East right-of-way line of Broadway Avenue intersects the South line of Lot 2 of a Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as

recorded in Book 18 Page 246 of Deed Records in the office of the Champaign County Recorder; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 150.00 feet for a true place of beginning; thence North 00 degrees 00 minutes 00 seconds East along the East line of Broadway Avenue, 70.00 feet; thence Easterly around a curve to the right, having a radius of 2980 feet, an arc distance of 571.05 feet and a chord bearing of South 86 degrees 26 minutes 08 seconds East to the West line of Vine Street; thence South 00 degrees 34 minutes 13 seconds East along the West line of Vine Street, 100.00 feet; thence North 83 degrees 25 minutes 59 seconds West 572.70 feet to the place of beginning, situated in Champaign County, Illinois;

and

WHEREAS, the COMPANY is desirous of obtaining an option to purchase Parcels A and B from the CITY, and the CITY is desirous of granting such an option to purchase the premises to the COMPANY; and

WHEREAS, the parties desire to specify the terms and conditions of the option and the terms and conditions of the sale and conveyance of the premises in the event said option to purchase is exercised by the COMPANY.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the payment of the COMPANY of the sum of Ten Dollars (\$10.00) in cash to the CITY, the CITY hereby extends unto the COMPANY the right to elect to purchase, under the terms hereof, Parcels A and B by the payment of the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) therefor under the following conditions:

a. The original term of this option shall commence on the date of the execution of this agreement and shall expire at midnight on the seventh day following receipt by the COMPANY of a notice from the CITY that the CITY has completed the purchase of Parcel B, or upon the expiration of six months from the date of this agreement, whichever shall occur last.

b. At any time prior to the expiration of the original option, the COMPANY may, by the payment of

\$10,000.00 to the CITY, extend the term of the option for an additional six months from the date of the original expiration date. Said \$10,000.00 additional payment shall be applied upon the purchase price in the event the COMPANY elects to purchase the premises, or shall be retained by the CITY in the event the COMPANY does not so exercise its option to purchase.

2. If the COMPANY desires to extend the option period, as provided in the immediately preceding sub-paragraph, or elects to exercise the option to purchase, it shall do so by sending a written notice to the CITY c/o the City Clerk, 400 South Vine Street, Urbana, Illinois 61801, by registered or certified mail, return receipt requested.

3. Promptly on receipt of notice of exercise of the option to purchase, the CITY shall deliver to the COMPANY a commitment for a title insurance policy issued by a title insurance company licensed to do business in the State of Illinois, in the amount of the purchase price, covering title to the real estate as of the date of the exercise of the option, showing title in the CITY subject only to the standard conditions, stipulations or general exceptions contained in the owner's policy issued by that company, or title exceptions which may be removed by the payment of money at the time of the closing and which the CITY shall so remove at that time by using the funds to be paid upon the delivery of the deed. At the closing, the CITY shall pay or give credit to the COMPANY for the cost of issuing the owner's title insurance policy in the amount of the purchase price.

4. The closing of the sale shall be conducted within twenty-one (21) days from receipt of the title insurance commitment. At the closing, the CITY shall deliver to the COMPANY, its nominees, successors or assigns, a Warranty Deed conveying title to the COMPANY or its nominee, in fee simple absolute,



and at that time, the COMPANY shall deliver the balance of the purchase price, less credits for title insurance, real estate taxes and any other normal expenses of the Seller in a real estate transaction in Champaign County.

5. The CITY shall pay prior to the closing or give credit to the COMPANY at the time of the closing, for all general real estate taxes and special assessments now a lien on the premises, except for the general taxes for the current year which shall be prorated between the parties as of the date of delivery of possession on the calendar year basis, using the last known assessment figures and the last known tax rate for such computation.

6. The CITY agrees to deliver absolute possession of the aforescribed premises to the COMPANY upon delivery of the Warranty Deed at the closing. In addition thereto, upon the execution of this option agreement, the CITY grants to the COMPANY the right to go upon the premises for the purpose of performing or having performed soil tests, topographical studies, and any other engineering studies deemed necessary by the COMPANY. In the event the COMPANY does not exercise the option to purchase, the COMPANY shall make available to the CITY at no charge all such soil tests, topographical studies or other engineering reports obtained by the COMPANY.

7. The CITY represents and warrants to the COMPANY that the premises will be, at the time of closing, properly zoned so as to permit the construction of a supermarket and an in-store bakery, containing at least 32,000 square feet, and adequate off-street, hard-surface, blacktop or otherwise paved parking area.

8. This option may be assigned by the COMPANY either prior to or subsequent to the date of exercise of the option. The COMPANY agrees that in the event it or its nominee or assigns exercises the option, that it or its nominee or assigns shall

commence construction of an IGA Food Store or a food store intended to be serviced by COMPANY on the premises within two (2) years from the date of the exercise of the option. In the event construction of such food store on the premises has not been commenced within said two-year period, the CITY shall have the right to demand a reconveyance of the premises to the CITY upon the payment by the CITY to the COMPANY or its assigns the sum of Two Hundred Forty Thousand Dollars (\$240,000.00). In the event the CITY does not demand such a reconveyance and pay the sum of \$240,000.00 to the COMPANY or its assigns, the CITY will furnish such affidavits in recordable form as may be necessary to remove this restriction or agreement on the part of the COMPANY. It is understood and agreed that the CITY'S only remedy for the failure to construct a food store on the premises shall be its right to demand a reconveyance as set forth above. Nothing contained herein shall require the COMPANY or its successors or assigns to continue the operation of such food store for any specific period of time.

9. In the event the CITY experiences any delay in perfecting title to the aforesaid premises as hereinabove provided, then the COMPANY shall have the right to cancel this option and shall receive back the consideration paid for the option, or shall have the right to extend the time of performance of this option until the said title is properly perfected. In the event the CITY should subsequently elect to extend this option, no new consideration shall be necessary, and the consideration previously paid for this option, shall be deemed sufficient to support such extension(s).

10. The COMPANY'S exercise of this option shall not be construed in any way as a waiver of any terms or conditions herein set forth which have not then been performed.

11. Concurrently with the execution and delivery of this

option agreement, the CITY shall provide the COMPANY with a certified copy of the ordinance or resolution of the Urbana City Council authorizing the execution and delivery of this option agreement, and further authorizing the Mayor or other proper CITY officials to execute and deliver the deed required and any other documents necessary to fulfill the obligations of the CITY in the event the COMPANY exercises the option to purchase.

12. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

J. M. JONES COMPANY

By \_\_\_\_\_  
President

(Seal)

Attest:

\_\_\_\_\_  
Secretary

CITY OF URBANA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk