

ORDINANCE NO. 8283-65

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AGREEMENT FOR THE SALE OF REAL ESTATE

WHEREAS, Section 2-118(d) provides that the City of Urbana may purchase real estate, or any interest therein, for any corporate purposes found and declared by the City Council and pursuant thereto, may authorize the purchase thereof under any terms and conditions approved by the City Council by ordinance duly passed; and

WHEREAS, the City Council hereby finds and declares that certain real estate, as more specifically described in such Agreement authorized and approved by this Ordinance, is necessary for corporate purposes; to-wit, to provide for a public alley.

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

Section 1. That an Agreement for the Sale of Real Estate between Steve G. Pelafas and Mary Jo Pelafas and the City of Urbana, Illinois, in substantially the form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement for and on behalf of the City of Urbana, Illinois.

Section 3. That the Mayor and the City Clerk of the City of Urbana, Illinois be and the same are hereby authorized to execute and deliver all other documents and instruments and to perform such acts which may be desirable or necessary in connection with such covenants and agreements as are contained in said Agreement in order to give effect to said Agreement and this Ordinance.

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

PASSED by the City Council this 4th day of April, 1983.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 8th day of April, 1983.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8283-65 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk.

April 6, 1983  
Date



AGREEMENT FOR SALE OF REAL ESTATE

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between Steve G. Pelafas and Mary Jo Pelafas, as the sole beneficial owners under the provisions of a trust agreement dated the 18th day of October, 1968, and known as Trust Number 655, with Avenue State Bank, a State Banking Association of Oak Park, Illinois, as Trustee ("Seller") and the City of Urbana, a municipal corporation of the State of Illinois ("Buyer")

W I T N E S S E T H:

Section 1. Sale. Seller, in consideration of the payment to be made by Buyer and of the covenants and agreements on the part of Buyer herein contained, agrees to sell to Buyer and Buyer agrees to purchase the following described real estate located in the County of Champaign, State of Illinois:

Beginning at the Northeast corner of Lot Forty-Eight (48) in the Original Town of Urbana, Champaign County, Illinois; thence Southerly 23.00 feet along the East line of said Lot Forty-Eight; thence Westerly 14.00 feet perpendicular to the East line of said Lot Forty-Eight; thence Northerly 19.00 feet parallel with the East line of said Lot Forty-Eight; thence Northwesterly 6.80 feet to a point on the North line of said Lot Forty-Eight and 19.50 feet from the Northeast corner of said Lot Forty-Eight; thence Easterly 19.50 feet along the North line of said Lot Forty-Eight to the point of beginning; said parcel being situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 19 North, Range 9 East of the Third Principal Meridian, City of Urbana, Champaign County, Illinois and containing 333 square feet (0.0076 acres).

Section 2. Purchase Price and Method of Payment.

Buyer agrees to pay to Seller the sum of \$8,284.00 at the time of closing as provided for herein.

In addition, Buyer also agrees to construct for the benefit of Seller, at Buyer's sole cost and expense, the installation of a water service line to be used solely for the purpose of fire protection for Seller's existing improvements located adjacent to the subject real estate, all as more further specified on Exhibit "A" attached hereto and made a part hereof.

Section 7. Closing and Possession. Seller shall deliver possession of the premises to Buyer concurrently with the closing of this transaction which shall be held on or before May 2, 1983, at such place as the parties may agree.

Section 8. Default. In the event Buyer fails to make payment of the sum due at the time of closing as provided for herein or promptly to perform any covenant or agreement herein contained, Seller may elect to specifically enforce this Agreement or to sue for damages for Buyer's default. In the event of the failure of Seller to perform the obligations imposed upon Seller by this Agreement, Buyer may elect to specifically enforce this Agreement or to terminate this Agreement if such default is not corrected within ten (10) days thereafter. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies. Default by any party of this Agreement shall entitle the non-defaulting party to damages, reasonable costs, attorney's fee and expenses incurred in connection with judicial enforcement of this Agreement.

Section 9. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Agreement.

Section 10. Entirety of Agreement. This Agreement contains the entire agreement between the parties and NO ORAL REPRESENTATIONS, warranty or covenant exists other than those herein set forth.

Section 11. Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, assigns, devisees and legatees of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

SELLER

  
  

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EXHIBIT "A"

Buyer will pay the entire construction cost for the installation of a 2" copper water service which is to be used for the sole purpose of fire protection for the Seller's existing improvements located adjacent to the subject real estate. Said water service will connect into an existing 8" water main located in Elm Street with an appropriate shut-off valve, will be located approximately 12 feet west of the east property line of Lot 48 on certain real estate proposed to be later acquired by Buyer, and will be connected into a 2" diameter cast iron pipe stub located at the southeast corner of the Seller's said existing improvements. Seller shall provide such pipe stub at no cost to the Buyer. Seller shall pay any and all fees required by Northern Illinois Water Corporation for the provision of said fire protection water service, the Buyer's obligation herein being for initial construction and installation only and not for any future maintenance or any costs associated with the provision of such protection water service by said utility.