

ORDINANCE NO. 8283-66

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 Esther E. Brown 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

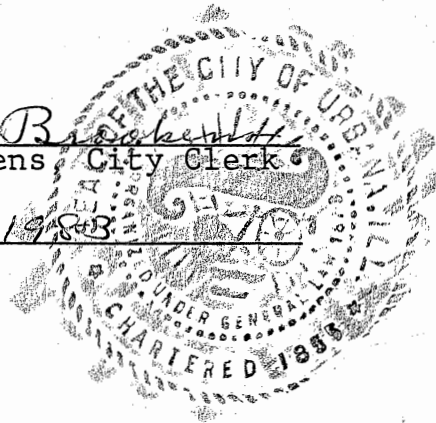
April APPROVED by the Mayor this 8th day of April, 1983.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8283-66 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 Esther E. Brown ("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:

The East 14.00 feet of the South 30.00 feet of the North 53.00 feet of Lot Forty-Eight (48) in the Original Town of Urbana, Champaign County, Illinois; 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, and containing 420 square feet (0.0096 acres).

In connection therewith, Seller also agrees to provide Buyer with a full and complete release of a perpetual right-of-way or easeway across the east 10 feet of the south 62 1/2 feet of Lot 48 of the Original Town of Urbana, Champaign County, Illinois, said perpetual right-of-way or easeway being granted in an Agreement dated the 25th day of March, 1898.

Section 2. Purchase Price and Method of Payment.

Buyer agrees to pay to Seller the sum of \$4,200.00 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, certain improvements to the existing parking area of the Seller which is located between the existing structural improvement owned by the Seller and that portion of the subject real estate to be conveyed herein, all as more further specified in Exhibit "A" attached hereto and made a part hereof. Buyer's obligation to construct hereunder shall survive the closing as provided for herein but shall, in any event, be completed prior to December 31, 1983.

Section 3. Evidence of Title. Within a reasonable time, Seller shall deliver one of the following to Buyer as evidence of Seller's title: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller and certified to date of this Agreement by an Abstractor

regularly doing business in the county where the premises are located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer for the amount of the purchase price.

Permissible exception to title shall include only the lien of general taxes and zoning laws and building ordinances.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. 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 Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement.

Section 4. Taxes and Assessments. Both Seller and Buyer mutually recognize and agree that Buyer is exempt from the payment of real estate taxes and that, accordingly, no apportionment of real estate taxes shall be made at the time of closing as provided for herein. It is further agreed and understood, however, that Seller shall pay the real estate taxes for 1982 on the entire parcel of real estate, of which the real estate described herein is but a part, when such taxes become due and payable in 1983, and, in like manner, shall pay the real estate taxes for 1983 when such taxes become due and payable in 1984.

Section 5. Deed. Seller agrees, upon full payment of the sum due at the time of closing as provided for herein, to make, execute, and deliver to Buyer a good and sufficient Warranty Deed to the premises, subject only to permissible exceptions provided for herein and a covenant restricting Buyer's free use of the premises as more fully described in Section 6 hereof. At the option of Seller, Buyer's attorney shall prepare all deeds and other legal instruments necessary to effect the conveyance as is provided for herein.

Section 6. Use of Premises. Both Seller and Buyer mutually recognize and agree that Buyer is presently purchasing the real estate described herein for the purpose of a public alley, including such rights of use thereof as may be necessarily or conveniently incident thereto. Buyer accordingly agrees to accept the deed provided for herein with the understanding that the use of the premises shall be restricted to such public alley purposes, said restriction to continue for a period of ten (10) years from the date hereof. Buyer further agrees that so long as Buyer continues to use and maintain said premises for the purpose of a public alley as provided for herein, Buyer will not restrict the direction of travel in said public alley to one way only. In the event that Buyer shall fail to have the

construction of said public alley substantially completed prior to December 31, 1983, Seller shall have the right and option to demand, upon Seller's full repayment to Buyer of the sum actually paid by Buyer at the time of closing as provided for herein, that Buyer reconvey the said premises to Seller.

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

BUYER

CITY OF URBANA, ILLINOIS,

By: Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

EXHIBIT "A"

Buyer, at its sole cost and expense, shall construct certain parking lot improvements to the existing parking area located on the Seller's property and the real estate immediately adjacent to such property to the south, which such existing parking lot area lies between the existing structural improvements thereon and the subject real estate to be conveyed by this Agreement and another such Agreement with said adjacent property owner, such parking lot improvements to include the following:

A. Buyer shall design the new parking lot improvements to meet such standards as are currently in use by the Buyer in other municipally-owned parking lots.

B. To facilitate better drainage, Buyer shall construct a new barrier concrete curb (Type B6.12) along the inside perimeter of the existing parking lot. Such barrier curb shall be located west of the existing overhang of the structural improvements so that excess runoff from roofs will be captured by the curb and gutter and directed toward a street. The portion of such barrier curb along the north side of the existing parking area shall be located 1.5 feet from the existing Embassy building. The area between the back of such new barrier curb and the Embassy building shall be entirely paved with P.C. concrete (4") for the purpose of a walkway and ease of maintenance.

C. A new parking surface shall be installed, which such surface may be of any material as selected by the Buyer, but shall not be gravel, oil and chip, or any material that is not of sufficient structural strength.

D. Buyer will construct a 1' x 7.6' x 4" thick concrete pad to connect the presently existing concrete pads located on the subject properties, such new pad to be located underneath the existing balconies of the two structural improvements on the subject properties.