

ORDINANCE NO. 8990-121

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXERCISE OF  
A CERTAIN REAL ESTATE OPTION AND CONTRACT

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

Section 1. A Real Estate Option and Contract by and  
between the City of Urbana, Champaign County, Illinois (the  
"City"), as the Optionee/Purchaser, and Wy-Del Properties, as the  
Optionor/Seller, in the form of the Real Estate Option and  
Contract attached hereto and hereby incorporated by reference, be  
and the same is hereby approved.

Section 2. All actions of the officials, agents and  
employees of the City heretofore taken in connection with said  
Real Estate Option and Contract be and the same are hereby  
ratified and approved.

Section 3. The Mayor of the City be and the same is  
hereby authorized to exercise the Option by providing notice in  
writing to the Optionor/Seller within the Option Period as  
provided in said Real Estate Option and Contract.

Section 4. From and after the effective date of this  
Ordinance, the proper officials, agents and employees of the City  
are hereby authorized, empowered and directed to do all such acts  
and things and to execute and deliver all such documents as may  
be necessary to carry out the intent and accomplish the purposes  
of this Ordinance and the said Real Estate Option and Contract.

Section 5. This Ordinance shall become effective  
immediately upon its passage and approval as required 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  
special meeting of said council.

1990. PASSED by the City Council this 21<sup>st</sup> day of May,

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

1990. APPROVED by the Mayor this 21<sup>st</sup> day of May,

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8990-121 AND IS INCORPORATED  
THEREIN BY REFERENCE.

*Ruth S. Brookens*  
Ruth S. Brookens City Clerk

Date

*May 23 1990*



REAL ESTATE OPTION AND CONTRACT

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 undersigned party executing this Contract as the Optionee/Purchaser (the "Optionee/Purchaser") and the undersigned party 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.

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. Optionor/Seller, in consideration of Five Hundred and 00/100 Dollars (\$500.00) paid by Optionee/Purchaser to Optionor/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 following described real estate, together with all improvements and appurtenances, situated in the City of Urbana, Champaign County, Illinois:

Lot 86 in Fairlawn Park Fourth Addition to the City of Urbana, Champaign County, Illinois, and commonly known as 1605 South Wiley Drive, Urbana, Illinois, (the "Real Estate").

Section 2. Option Periods. The term of this Option shall be for a period of 180 days, commencing as of the Effective Date and continuing until 12:00 o'clock midnight on the last day of the option period. Optionee/Purchaser shall have the right to extend the term of this Option for an additional period of 180 days, commencing at 12 o'clock midnight on the last day of the first option period and continuing to 12:00 o'clock midnight on the last day of the second option period, provided that prior to expiration of the initial Option period, Optionee/Purchaser provides a written request therefor to Optionor/Seller accompanied by payment of an additional sum of One and 00/100 Dollars (\$1.00) (the "Additional Option Fee") as consideration for such extension.

Section 3. Purchase Price. Optionee/Purchaser agrees to pay to Optionor/Seller the total sum of Thirty-Seven Thousand Nine Hundred and 00/100 Dollars (\$37,900.00), which amount, adjusted by proration and credits allowed the parties by this Contract, shall be paid to Optionor/Seller at closing if Optionee/Purchaser elects to exercise this Option. Any Option Fee or Additional Option Fee paid by the Optionee/Purchaser to the Optionor/Seller as herein provided shall apply to the payment of the purchase price in the event

Optionee/Purchaser exercises the Option in accordance with and pursuant to this Contract.

Section 4. Special Covenants.

(a) During any Option periods, as described in Section 2 hereof, the Optionor/Seller shall not permit or allow or create any leases, liens, mortgages, clouds on title or other encumbrances, other than those existing as of the Effective Date, or as the Optionee/Purchaser shall in writing consent to, to affect or exist with respect to the Real Estate. The Optionor/Seller hereby covenants that the persons executing this Contract are the equitable owners of the Real Estate pursuant to a valid installment contract for purchase of the Real Estate from Cecil R. Ozier. Optionor/Seller represents that Optionor/Seller can be put in title under said installment contract at least simultaneously with Optionee/Purchaser exercising its option under this Contract. Optionor/Seller agrees that any leases with respect to the Real Estate executed after the effective date of this Contract shall include a provision that the lessee will vacate the Real Estate within ninety (90) days of a written notice to do so from Optionor/Seller or Optionee/Purchaser.

(b) Optionor/Seller expressly warrants that Optionor/Seller has received no notice from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Real Estate. Optionor/Seller further warrants that no contracts for the furnishing of any labor or material to the Real Estate or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Real Estate or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are no and will not at the time of the closing be any unrecorded leases or contracts relating to the Real Estate, except as heretofore disclosed to Optionee/Purchaser.

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. Therefore, if within thirty (30) days of the Effective Date, the Optionee/Purchaser finds any encumbrance on such title that would foreclose the use of the Real Estate by Optionee/Purchaser for its intended purpose, which the Optionor/Seller, upon notice thereof by the Optionee/Purchaser, is unable to remove or cure within a reasonable time, then the Optionee/Purchaser shall not be obligated to pay any Option Fee, and any Option Fee paid shall be reimbursed. Within a period of not greater than twenty-one (21) days from and after the Effective Date, Optionor/Seller shall provide Optionee/Purchaser with leases affecting the Real Estate, abstracts of title, title opinions, title insurance policies and commitments, and the like, or copies thereof, available to Optionor/Seller in connection with evaluating title to the Real Estate. The Optionor/Seller shall provide the Optionee/Purchaser with a written narrative of any oral leases affecting the Real Estate.

Section 6. Evidence of Title. In the event that Optionee/Purchaser elects to exercise this Option, Optionor/Seller shall, within a reasonable time, deliver one of the following to Optionee/Purchaser as evidence of Optionor/Seller's title:

(a) a merchantable Abstract of Title showing merchantable title of record to the Real Estate in Optionor/Seller's name and certified to date of this Contract 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 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.

Optionor/Seller shall pay the cost of abstract entries for releases and other curative documents or entries; or in the event that title insurance is provided, Optionor/Seller shall be responsible for payment of the owner's premium and Optionor/Seller's search charges. In the event Optionor/Seller elects to provide a merchantable Abstract of Title, and Optionee/Purchaser requests title insurance, Optionor/Seller's cost of providing title evidence shall not exceed the estimated cost of providing a merchantable Abstract of Title, including entries for releases or curative documents. 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, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Real Estate and which do not restrict reasonable use of the Real Estate; existing mortgages to be paid by Optionor/Seller or assumed by Optionee/Purchaser at closing; and limitations and conditions imposed by the Illinois Condominium Property Act. If title evidence discloses exceptions other than those permitted, Optionee/Purchaser shall give written notice of such exceptions to Optionor/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 in which case Optionee/Purchaser shall be entitled to refund of any Option Fee or Additional Option Fee.

Section 7. Deed of Conveyance. Conveyance of the Real Estate by Optionor/Seller to Optionee/Purchaser, or its assigns, shall be by a recordable warranty deed which conveys the Real Estate in fee simple absolute, subject only to exceptions permitted herein.

Section 8. Taxes and Assessments. Real estate taxes apportioned up to the date of possession 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 Optionor/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 9. Insurance. If requested by Optionee/Purchaser in writing, Optionor/Seller shall obtain a Contract of Sale Endorsement to the existing hazard insurance upon the improvements insuring Optionee/Purchaser's interest; and Optionor/Seller shall maintain such insurance until the closing of this transaction. Optionor/Seller shall provide evidence of such insurance to Optionee/Purchaser upon request. Optionee/Purchaser may obtain additional coverage at its expense.

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 Optionor/Seller within any Option period and with the fact of concluding the purchase and taking possession within ninety (90) 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:

Wy-Del Properties  
c/o Phil Knox  
P.O. Box 1008  
Urbana, Illinois 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. Failure to Exercise Option. If Optionee/Purchaser does not exercise this Option in accordance with its terms and within the Option period, this Option and the rights of Optionee/Purchaser shall automatically and immediately terminate without notice. In the event Optionee/Purchaser fails to exercise this Option, Optionor/Seller shall retain any Option Fee and or Additional Option Fee paid as consideration for this Option.

Section 13. Real Estate Fees or Commissions. No real estate fees or commissions shall be incurred by either party in connection with this option. However, if Optionee/Purchaser exercises its option pursuant to this Contract, any real estate commission shall be paid by Optionor/Seller.

Section 14. 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 Optionor/Seller, the Optionee/Purchaser and a brief summary of this Contract.

Section 15. Default and Enforcement. Default under this Contract shall mean failure to timely and fully perform with respect to any term or provision hereof. The Optionor/Seller and the

Optionee/Purchaser shall have all rights and remedies available to them in law and in equity. The Optionor/Seller shall be liable for any consequential damages with respect to any willful default to close on the Real Estate transaction as hereby contemplated. 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. Default by the Optionor/Seller or the Optionee/Purchaser shall entitle the nondefaulting party to claim as damages all reasonable costs, attorney's fees and expenses incurred in connection with enforcement of this Contract, whether by suit or otherwise.

Section 16. 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 17. Amendments. This Contract may be amended from time to time, but only in writing by the Optionor/Seller and of the Optionee/Purchaser.

Section 18. 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 Optionor/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.

This Contract is made as of the date of the last to execute of the parties hereto.

Optionor/Seller:

Optionee/Purchaser:

Wy-Del Properties, a partnership  
by E. Hillier, Partner

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Dated: 5/18/90

Dated: \_\_\_\_\_

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