

ORDINANCE NO. 8990-83

AN ORDINANCE
APPROVING AND AUTHORIZING THE
ACQUISITION OF CERTAIN REAL ESTATE

WHEREAS, the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS (the "City") desires to acquire the real estate legally described as the East 50 feet of Lot 3 in Block One (1) of George G. Webber's Addition to the City of Urbana, Illinois (the "Premises") for the purpose of constructing and installing a municipal parking area; and

WHEREAS, URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE, the owner of the Premises, has agreed to sell the Premises to the City under such terms and conditions as are more fully set forth in a certain Contract For Sale of Real Estate between such owner and the City (the "Contract"), a copy of which is attached hereto and hereby incorporated by reference.

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

Section 1. The Contract, in the form thereof as attached hereto, be and the same is hereby approved.

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

Section 3. From and after the effective date of this Ordinance, the proper officials, employees and agents 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 purchase the Premises and to carry out the intent and accomplish the purposes of this Ordinance and the Contract according to its terms.

Section 4. 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 City Council of the City of Urbana, Illinois, at a regular meeting of said City Council.

PASSED by the City Council this 5th day of March, 1990.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

1990.

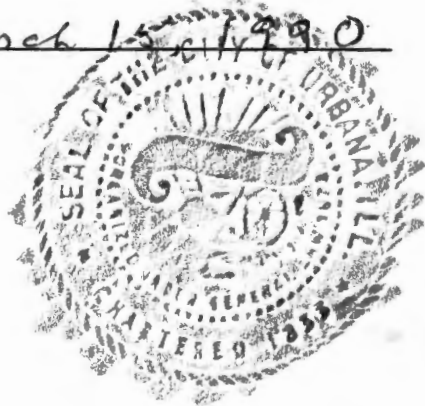
APPROVED by the Mayor this 12th day of March,

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8990-83 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

March 15, 1990
Date



CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this _____ day of December, 1989, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as BUYER, and URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE, hereinafter referred to as SELLER.

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1. Sale. The SELLER agrees to sell and convey, and the BUYER agrees to buy, the following described parcel of real estate:

The East 50 feet of Lot 3 in Block One (1) of George G. Webber's Addition to the City of Urbana, situated in Champaign County, Illinois,

and all improvements thereon, bearing a permanent parcel number of 92-21-17-238-003.

2. Purchase Price. The agreed purchase price of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) shall be paid in cash at closing, but from such purchase price shall be first deducted the credits and other deductions allowed to SELLER in this contract.

3. Evidence of Title. SELLER agrees to furnish to BUYER within ten (10) days from the date hereof, without expense to BUYER, such abstract, certificates or other evidence of title as SELLER may have affecting the premises herein described.

4. Merchantability of Title. BUYER shall have forty (40) days from the date of delivery of whatever evidence of title that SELLER has, to procure a title commitment insurance policy or to have the abstract brought down to date of contract. If said title commitment or abstract discloses exceptions relating to title in the nature of judgments, liens, encumbrances, mortgages, and

special assessments, or other matters reflecting merchantability of title other than general taxes for the current year, the BUYER shall be obliged to purchase the subject property only if BUYER is granted the right, from the proceeds of this contract, to extinguish any such exceptions affecting the merchantable title of the subject property. If BUYER is not granted this right and/or BUYER cannot cure the said encumbrances to produce merchantable title within a reasonable time, this contract shall become null and void at the election of BUYER.

5. Conveyance. Conveyance shall be by a general warranty deed to the BUYER, with release of dower and homestead rights. BUYER shall pay any and all expenses relating to title insurance commitments and/or bringing any abstract down to the date of this contract.

6. Taxes and Assessments. General taxes for the year 1989, due and payable in 1990, shall be paid by SELLER, or credit given to the BUYER at closing based on the last ascertainable tax bill and no further adjustments will be made with respect thereto. All special assessments and taxes levied or confirmed prior to the date of this contract shall be paid by SELLER, or the SELLER may give the BUYER credit at closing for such amounts. All special assessments and taxes levied and/or assessed on or after the date hereof become the obligation of BUYER, and BUYER takes property subject to same. General taxes for the year 1990, due and payable in 1991, shall be prorated on the basis of the last ascertainable tax bill at time of closing and no further adjustments will be made with respect thereto thereafter.

7. Closing. Closing shall be at the Conference Room, City of Urbana, 400 S. Vine Street, Urbana, Illinois, or at any other place mutually agreeable between the parties, within 30 days after the closing of the sale to the Federal government of a site for the Federal Courthouse. Possession of the premises shall be delivered to the BUYER on closing.

8. Contingency. Both parties acknowledge and agree that this entire contract is contingent upon approval by the Urbana City Council prior to March 31, 1990, and also contingent upon the City of Urbana completing the sale of a site for the Federal Courthouse in the Northeast Quarter of the "Lincoln Square parking lot".

9. Parking. If this contract is closed, the City of Urbana guarantees that it shall provide sufficient free parking for a minimum of 25 years from date of closing this contract at a location within 500 feet of the Urbana Police Station (as measured from the outside walls thereof) for all Urbana Police Department Officers who are members of the Fraternal Order of Police for their use during their work shifts. If sufficient spaces are at any time

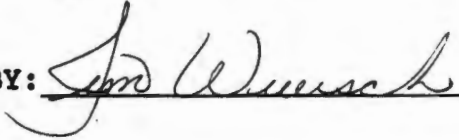
found to be unavailable, the City will designate alternate parking spaces or add parking spaces to meet the need. This provision shall survive the recording of the deed and the benefits of this provision shall inure to any successors or assignees of the Fraternal Order of Police and its members.

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

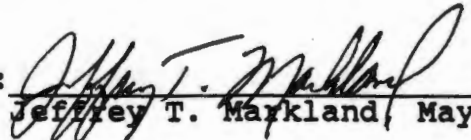
SELLER: URBANA LODGE #70
OF THE FRATERNAL ORDER OF
POLICE

BUYER: CITY OF URBANA, ILLINOIS

BY:



BY:


Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk