

ORDINANCE NO. 8990-95

AN ORDINANCE AUTHORIZING THE PURCHASE  
OF CERTAIN REAL ESTATE

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: the implementation of the Community Development Block Grant Program of the City of Urbana.

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

1. That the City of Urbana hereby approves the agreement attached hereto and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana. The attached agreement relates to the following described premises, located in Urbana, Illinois.

A portion of the following described tract:

Beginning 2 chains South and 45 links East of the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence running East 4.775 chains, thence South 5.23 chains, thence West 4.775 chains, thence North 5.23 chains to the place of beginning, situated in Champaign County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence South 0 degrees, 00 minutes, 40 seconds East (an assumed bearing), along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 2 chains (132.00 feet); thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 47.44 feet, to the point of beginning, thence continuing North 90 degrees, 00 minutes, 00 seconds East, a distance of 315.15 feet, to the West line of O.A. Frailey's Second Subdivision; thence South 0 degrees, 47 minutes, 10 seconds West, along the West line of O.A. Frailey's Second

Subdivision, a distance of 50.00 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 1.88 feet; thence along a curve whose tangent bears North 90 degrees, 00 minutes, 00 seconds West, having a radius of 425.60 feet, concave to the South, a tangent length of 70.84 feet, a central angle of 18 degrees, 54 minutes, 00 seconds, for an arc length of 140.39 feet, to a point of reverse curve; thence along a curve whose tangent bears South 71 degrees, 06 minutes, 00 seconds West, having a radius of 475.60 feet, concave to the North, a tangent length of 79.16, a central angle of 18 degrees, 54 minutes, 00 seconds, for an arc length of 156.88 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 22.02 feet, thence North 0 degrees, 47 minutes, 10 seconds East, a distance of 98.59 feet to the point of beginning, all situated in Champaign County, Illinois.

2. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

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 19th day of March, 1990.

PASSED by the City Council this 19th day of March, 1990.

The seal of the City of Urbana, Illinois, is circular and features a central figure holding a scale and a sword, surrounded by the text "SEAL OF THE CITY OF URBANA, ILLINOIS".  
Ruth S. Brookens  
Ruth Brookens, City Clerk

APPROVED by the Mayor this 22<sup>nd</sup> day of March, 1990.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8990-95 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

March 21, 1990  
Date



CONTRACT FOR SALE OF REAL ESTATE

PARCEL NO. part of 91-21-07-276-014  
GRANT NO. B89-MC-17-0024

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the CITY OF URBANA, ILLINOIS, a Municipal Corporation of the State of Illinois, hereinafter referred to as "BUYER," and ROBERT G. KOWA, 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:

A portion of the following described tract:

Beginning 2 chains South and 45 links East of the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence running East 4.775 chains, thence South 5.23 chains, thence West 4.775 chains, thence North 5.23 chains to the place of beginning, situated in Champaign County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence South 0 degrees, 00 minutes, 40 seconds East (an assumed bearing), along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 2 chains (132.00 feet); thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 47.44 feet, to the point of beginning, thence continuing North 90 degrees, 00 minutes, 00 seconds East, a distance of 315.15 feet, to the West line of O.A. Frailey's Second Subdivision; thence South 0 degrees, 47 minutes, 10 seconds West, along the West line of O.A. Frailey's Second Subdivision, a distance of 50.00 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 1.88 feet; thence along a curve whose tangent bears North 90 degrees, 00 minutes, 00 seconds West, having a radius of 425.60 feet, concave to the South, a tangent length of 70.84 feet, a central angle of 18 degrees, 54



minutes, 00 seconds, for an arc length of 140.39 feet, to a point of reverse curve; thence along a curve whose tangent bears South 71 degrees, 06 minutes, 00 seconds West, having a radius of 475.60 feet, concave to the North, a tangent length of 79.16 feet, a central angle of 18 degrees, 54 minutes, 00 seconds, for an arc length of 156.88 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 22.02 feet; thence North 0 degrees, 47 minutes, 10 seconds East, a distance of 98.59 feet to the point of beginning, all situated in Champaign County, Illinois.

It is understood, however, that the title to the 50'x56' steel storage building located on the east end of said real estate, including all machinery, equipment, and inventory located therein, shall remain in SELLER, which SELLER should remove in accordance with Section 7 of this contract.

2. Purchase Price. The agreed purchase price of Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00) shall be paid in cash at closing but from such purchase price shall be first deducted the credits and other deductions allow to BUYER in this contract.

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

4. 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 the 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 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 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 at the time of closing and no further adjustments will be made with respect thereto. Taxes shall be prorated on the basis of closing date and acreage acquired relative to the total acreage of SELLER's property at 1104 North Goodwin Avenue, Urbana, Illinois, at the time of closing.

7. SELLER agrees to remove at its expense the 50'x56' steel storage building, including its contents, within 90 days from receipt of written notice from BUYER to remove said building, but no later than July 1, 1990. BUYER agrees to reimburse SELLER for reasonable labor and materials costs incurred in moving building contents (but not the building itself nor site preparation at its new location), upon receipt of cost documentation from SELLER.

8. BUYER agrees to remove at its expense a chain link fence currently located on the west, north, and east sides of the subject property and to install said fence on SELLER's property located at 1104 North Goodwin Avenue, Urbana, Illinois, at the location directed by SELLER and at BUYER's expense. BUYER shall install said fence in conformance with applicable city building and zoning codes.

9. BUYER agrees to plant a vegetation screen on the north property line of SELLER's property located at 1104 North Goodwin Avenue, Urbana, Illinois. The type of screen shall be determined by BUYER and approved by SELLER. The screen shall be planted by BUYER in conformance with city zoning and land development codes. The screen shall be planted by BUYER within 180 days from completion of Eads Street construction between Goodwin and Lincoln avenues. Once it is planted, SELLER agrees to maintain the vegetation screen.

10. BUYER agrees to construct a driveway entrance to SELLER's property at 1104 North Goodwin Avenue from Eads Street (extended) in accordance with the attached plan. Upon completion of Eads Street between Lincoln and Goodwin avenues, the Goodwin Avenue entrance to the aforesaid property shall be closed by BUYER at BUYER's expense. BUYER shall remove the existing concrete driveway apron and replace it with curb and gutter. BUYER shall at BUYER's expense fence the closed entranceway at SELLER's direction and in conformance with applicable city building and zoning codes.

11. BUYER and SELLER agree that this transaction is conditioned upon Urbana City Council approval of a general

variance which would allow movement of the 50'x56' steel storage building on the subject property to the southeast corner of SELLER's property located at 1104 North Goodwin Avenue, Urbana, Illinois, so that the building is positioned flush with the south side of the principal structure on this lot. If approval of said general variance is not granted by June 1, 1990, this contract shall be deemed null and void.

12. BUYER agrees to execute a quit claim deed to SELLER for the following described property at time of closing.

The West 20.00 feet of the following described tract:

Beginning 2 chains South and 45 links East of the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence running East 4.775 chains, thence South 5.23 chains, thence West 4.775 chains, thence North 5.23 chains, to the point of beginning, except the North 98.59 feet thereof.

situated in the County of Champaign in the State of Illinois.


13. BUYER agrees to relocate four security lights from the north side of the subject property to locations selected by SELLER at BUYER's expense. Lights shall be relocated in accordance with local codes and utility company regulations.

14. Closing. Closing shall be at the offices of the Community Development Services Department of the City of Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before April 1, 1990. Possession of the premises shall be delivered to the BUYER upon closing.

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

SELLER: ROBERT G. KOWA

BUYER: CITY OF URBANA, ILLINOIS

  
\_\_\_\_\_  
Robert G. Kowa

By: \_\_\_\_\_  
Jeffrey T. Markland, Mayor

Attest: \_\_\_\_\_  
Ruth S. Brookens, City Clerk

Address: 510 N. Hickory  
Champaign, IL 61820

400 South Vine Street  
Urbana, Illinois 61801

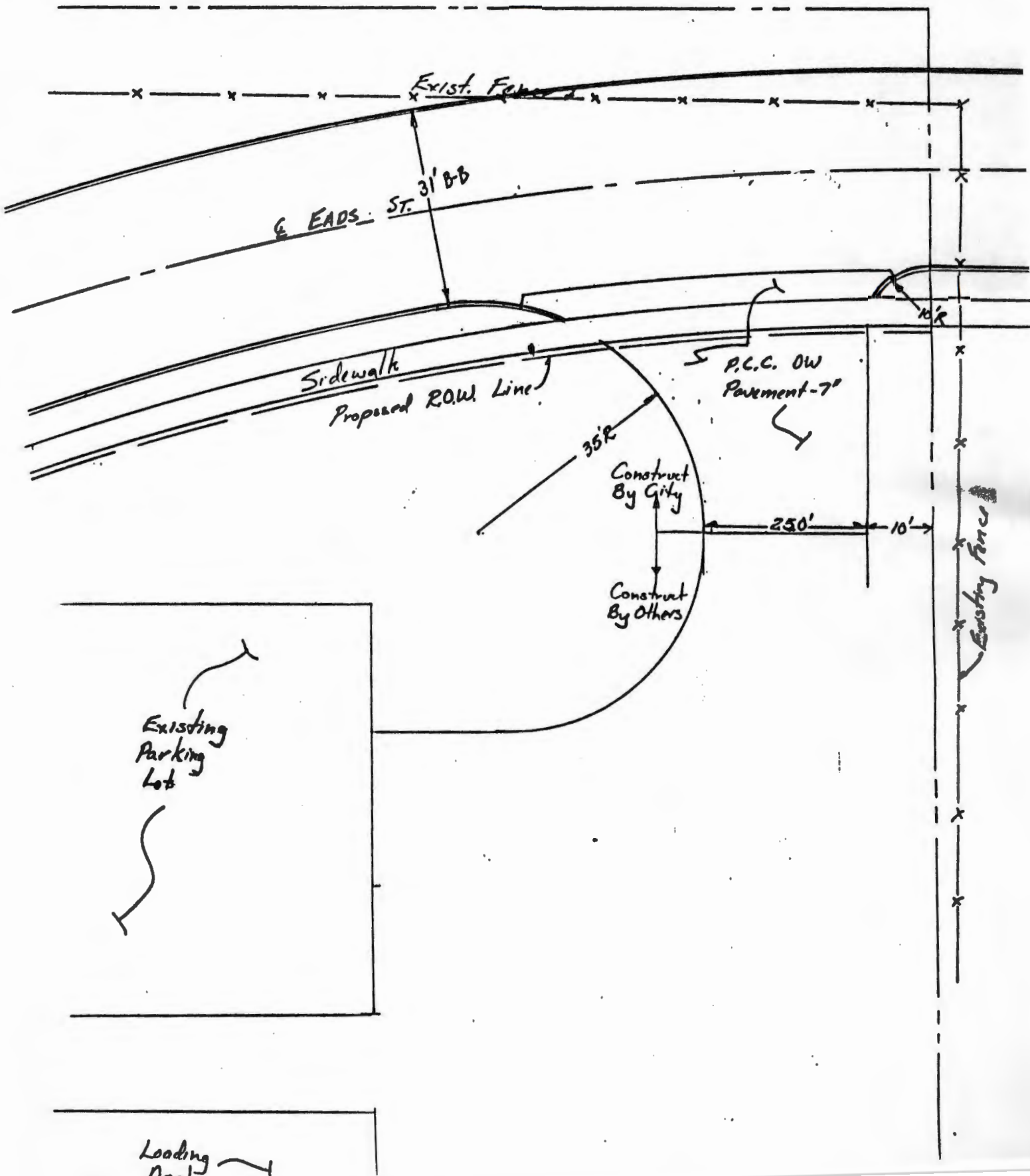
CITY OF URBANA  
ENGINEERING DEPARTMENT

SUBJECT KOWA GRAPHICS DRIVEWAY

Calc. by V. SMITH Date 1-23-90

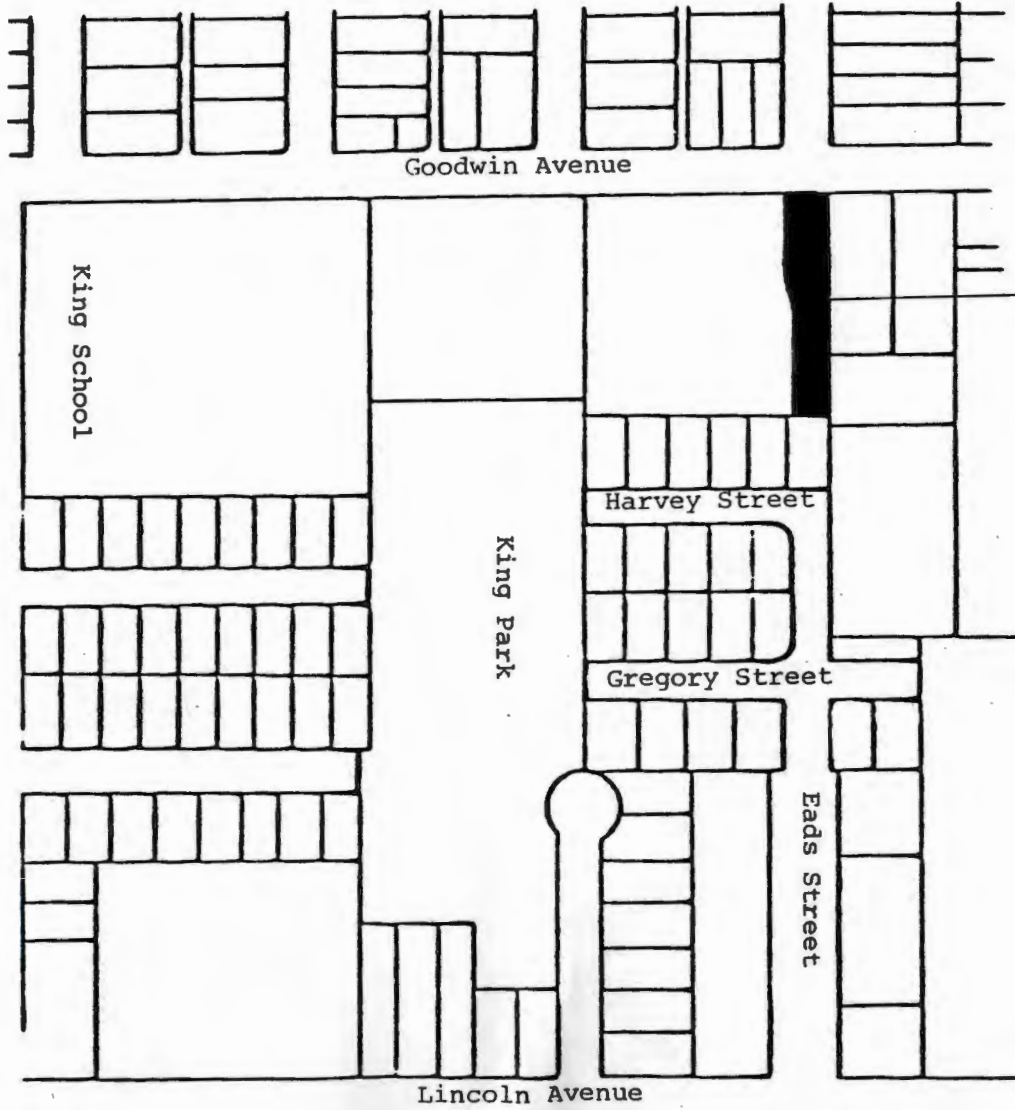
Job No. EADS ST. Sheet No.      of     

Checked by      Date     





PART OF 1104 NORTH GOODWIN



Goodwin Avenue

King School

King Park

Harvey Street

Gregory Street

Eads Street

Lincoln Avenue