

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN OFFER TO PURCHASE FORMER RAILROAD RIGHT-OF-WAY PROPERTY

WHEREAS, the Norfolk & Southern Railway Corporation has heretofore abandoned certain railroad right-of-way located in the City of Urbana, Illinois; and

WHEREAS, it would be in the best interests of the City of Urbana to acquire two parcels of such former railroad right-of-way for public purposes; and

WHEREAS, the Norfolk & Southern Railway Corporation has indicated it will consider accepting an offer from the City of Urbana if tendered to them in the form attached hereto.

NOW THEREFORE, BE IT ORDAINED that:

Section 1. The Urbana City Council finds and determines that acquisition of the two parcels of former railroad right-of-way that are the subject of the enclosed Offer to Purchase would be useful and beneficial for the City to acquire.

Section 2. That the terms of purchase offered by the Norfolk & Southern Railway Corporation are reasonable.

Section 3. The Mayor of the City of Urbana is authorized to execute the Offer to Purchase in substantially the form as attached hereto and transmit the Offer to the Norfolk & Southern Railway Corporation for their acceptance.

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 December, 1994.

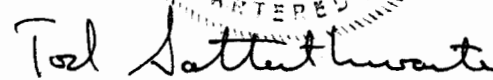
AYES: Hayes, Patt, Pollock, Ryan, Singer\*, Taylor, Whelan

NAYS:

ABSTAINED:


  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk

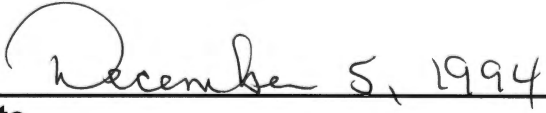
APPROVED by the Mayor this 19<sup>th</sup> day of December, 1994.

  
\_\_\_\_\_  
Tod Satterthwaite, Mayor

\*Alderman Singer "Passed" on this vote. However, since he stated that there was no conflict of interest, Mayor Satterthwaite said that the vote would go with the majority.

**THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE  
NO. 9495-53 AND IS INCORPORATED THEREIN BY REFERENCE.**

  
**Phyllis D. Clark, City Clerk**

  
**Date**



Norfolk Southern Corporation  
Real Estate and Contract Services  
906 Olive Street, Suite 1010  
St. Louis, Missouri 63101  
314 231-3804  
314 231-3806 FAX

G. H. Hassen  
Real Estate Agent  
October 27, 1994

FILE: Urbana, IL  
City of Urbana

Ms. April D. Getchius, AICP  
Director  
Community Development Service  
115 West Main Street, Suite 200  
P. O. Box 946  
Urbana, IL 61801-0946

Dear April:

This refers to the interest of The City of Urbana (hereinafter referred to as "Buyer") in acquiring a portion of Norfolk and Western Railway Company (hereinafter referred to as "Seller") land (hereinafter referred to as "Premises") at Urbana, Illinois.

Seller will consider an offer from Buyer to purchase the Premises based on the following:

1) The purchase price is \$2,000 for 6.16 acres, more or less, of land as shown shaded on the attached plan dated July 28, 1994. The purchase price shall be payable to Seller in cash, or its equivalent, at the time of closing.

2) a.) The exact area for the Premises shall be determined by a registered land survey secured by Buyer, at its sole cost and expense, within 90 days from the date of Buyer's offer. Buyer shall furnish to Seller two copies of said survey and legal description in a format acceptable for recording in the County or City in which the Premises are located. The legal description produced from said survey, and the survey itself, once approved by Seller, shall govern conveyance of the Premises.

b.) If Seller does not accept Buyer's offer, then upon receipt of the paid survey bill from Buyer, Seller will reimburse Buyer for the reasonable cost of the survey, and, Buyer shall assign all its rights to the survey and provide all copies it may have to the Seller.

3) The conveyance shall be by Quitclaim Deed subject to any conditions, restrictions, reservations, licenses or easements whether or not of record; rights of public utilities whether or not of record; rights of the public in streets and roadways; and rights which are apparent by visual inspection.

4) Buyer will secure, at its expense, any title abstract, guarantee or insurance it may require.

5) All property taxes and assessments shall be prorated between Buyer and Seller as of the date of closing. Possession of the Premises shall pass at closing.

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6) Any and all necessary permits, licenses, approvals and zoning shall be sought by Buyer at Buyer's sole effort and expense.

7) It is agreed that no real estate commissions are due or owed by Seller with respect to this transaction. Buyer hereby agrees to save harmless Seller from and against any and all claims or liabilities for real estate or brokerage fees arising out of this transaction.

If you wish to submit an offer for consideration by our management, please acknowledge in the space provided below, returning the original of this letter to me within 60 days from the date of this letter and keep the duplicate for your records.

Sincerely,  
Norfolk and Western Railway Company



George H. Hassen  
Real Estate Agent

OFFER

City of Urbana offers to purchase the Premises on the basis outlined and described above. If Buyer does not furnish survey as required above or if this Offer is accepted and Buyer does not close within sixty (60) days of the receipt from Seller of a copy of the fully-executed Deed conveying the Premises, then any rights of Buyer with respect to the purchase of the Premises are terminated.

This offer made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS: \_\_\_\_\_ City of Urbana

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name To Be On The Deed: \_\_\_\_\_

Tax Mailing Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_