

ORDINANCE NO. 1999-03-015

AN ORDINANCE APPROVING AN AGREEMENT WITH THE URBANA FREE LIBRARY
AND MR. ROBERT SPENCER
(Ater-Jaques House)

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

Section 1. That an Agreement for Relocation and Restoration of the Ater-Jaques House,
in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be
and the same is hereby authorized and 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 as so authorized and
approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 11th day of March, 1999

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman

NAYS:

ABSTAINED:

APPROVED by the Mayor this 12th day of March, 1999



Phyllis D. Clark
Phyllis D. Clark, City Clerk

by (Signature) Clerk, Deputy Clerk

Tod Satterthwaite

Tod Satterthwaite, Mayor

AN AGREEMENT FOR RELOCATION AND RESTORATION OF THE ATER-JAQUES
HOUSE

WHEREAS, The Board of Trustees of the Urbana Free Library Library is desirous of expanding its library facilities; and

WHEREAS, the expansion plans of The Board of Trustees of the Urbana Free Library Library anticipate utilizing the parcel upon which the Ater-Jaques structure is located, which parcel is owned by The Board of Trustees of the Urbana Free Library Library; and

WHEREAS, the Ater-Jaques structure is a historically significant structure which is listed on the National Register of Historic Places; and

WHEREAS, The Board of Trustees of the Urbana Free Library Library and the City of Urbana are strongly interested in the proper relocation and restoration of the Ater-Jaques structure; and

WHEREAS, in response to a request for proposals, Mr. Robert A. Spencer submitted an offer to relocate, and restore the Ater-Jaques House that has culminated in the Agreement set forth herein.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES SET FORTH HEREIN, The Board of Trustees of the Urbana Free Library Library (hereinafter called "Library"), the City of Urbana, Illinois, a municipal corporation, (hereinafter called "City"), and Robert A. Spencer (hereinafter called "Spencer") agree as follows:

1. Certain portions of the existing Ater-Jaques House structure are not intended or capable of being moved. These portions are depicted on Attachment "A". Spencer will remove the structure now located at 207 West Elm Street, other than those portions depicted on Attachment "A", and move the said structure to 709 West Main Street, Urbana. Eo instanti with the severance of the said structure from the real estate, title to the building structure shall vest in Spencer and the Bill of Sale as set forth in Attachment "B" shall be delivered to him.
2. Spencer shall complete the demolition of those portions of the structure not so removed and the foundation walls, and backfill any holes or depression in accordance with the customary and usual standards for demolition as set forth in City of Urbana Ordinances and regulations. Upon certification in writing by the Building Safety Manager of the Community Development Services Department of the City that the demolition of the portions not moved and depicted in Attachment "A" have been razed and the site at 207 West Elm Street has been satisfactorily prepared, and the structure other than those portions depicted on Attachment "A" have been relocated to 709 West Elm Street and placed upon the foundation there, Spencer shall be paid the sum of Fifteen Thousand Dollars (\$15,000.00) by the City. Removal of all parts of the structure and completion of the demolition and lot restoration phase shall be done not later than ninety (90) days following the effective date of this contract or

within such extension of time as granted in writing by the Chief Administrative Officer of the City.

3. Immediately upon execution of this Agreement by all parties, Spencer shall execute the mortgage and note set forth in Attachment "C" (hereafter simply "Mortgage and Note"). Within thirty (30) days after the effective date of this Agreement, and upon the execution and recordation of the mortgage and note, the City shall place in escrow with Busey First National Bank, the sum of Thirty-Five Thousand Dollars (\$35,000.00) to be paid to Spencer by the escrow agent upon certification by the Building Safety Manager of the Community Development Services Department of the City that:
 - (a) The portion of the Ater-Jaques structure to be moved is actually moved and placed on the foundation for such at 709 West Main Street, Urbana, Illinois, in full compliance with Urbana Ordinances regarding moving buildings--payment of Twenty-Five Thousand Dollars (\$25,000.00);
 - (b) That the Certificate of Occupancy for the single-family residence at 709 West Main Street, Urbana, has been issued and all work permitted was performed according to City Codes and ordinances, provided such occurs within one (1) year of the effective date of this Agreement or within such extension as agreed to in writing by the Chief Administrative Officer of the City – payment Ten Thousand Dollars (\$10,000.00).
4. It is understood and agreed that Twenty-Five Thousand Dollars (\$25,000.00) of the amount due on said note and mortgage will be forgiven if Spencer completes each and every of the following repairs within the time specified, or within such extension of time granted in writing by the Chief Administrative Officer of the City.

**ITEMS REQUIRED FOR SUCCESSFUL RENOVATION TO BE COMPLETED
WITHIN ONE (1) YEAR OF THE DATE OF THIS AGREEMENT:**

- (a) Foundation – 12" concrete or block foundation will be reconstructed at 709 West Main and faced with brick in a manner that replicates the original structure;
- (b) The front porch will be reconstructed to replicate the original porch per the drawing in Attachment "D";
- (c) The brickwork will be pressure cleaned at as low a pressure as possible to minimize damage to the brick. Any tuck pointing will match the original mortar in color and strength.
- (d) Windows will be stripped of paint, primed, reglazed and painted. If window conditions warrant replacement, the replacement windows will be of a type and style that complement the original architecture.

Accessory structures such as garages will be designed to appear contemporary with the Jaques House. The street side of such structures will be faced with brick. Any new additions will be compatible in design with the historic building and comply with the Preservation Covenant signed by Borrower on the _____ day of _____, 1999.

Spencer further agrees to consult with the Illinois Historic Preservation Agency's architectural coordinator on these designs and other construction issues, including items (a) through (d) above.

5. If each and every one of these specified repairs are not completed in a good workmanlike manner within the time set forth in paragraph 4 above, or any extension granted in writing by the Chief Administrative Officer of the City, Spencer shall pay the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the City within thirty (30) days of the first, if any, such default in performance. If all of the specified repairs are completed in good workmanlike manner, in conformance with the City's codes and ordinances, and within the times allowed, or extensions granted by the Chief Administrative Officer of the City in writing, then the Mayor shall issue a written satisfaction of debt in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be applied against the mortgage and note.
6. Spencer shall pay to the City the amount yet remaining due under the said mortgage and note being, to wit Ten Thousand Dollars (\$10,000.00) of the abovesaid Thirty-Five Thousand Dollars (\$35,000.00) (if the Twenty-Five Thousand Dollars (\$25,000.00) is forgiven as provided for herein), the said Ten Thousand Dollars (\$10,000.00) shall be due and owing 180 days after the issuance of the Certificate of Occupancy for 709 West Main Street, Urbana, or five hundred fifty (550) days following the effective date of this Agreement, whichever occurs first.
7. Spencer agrees to execute and deliver to the City Attorney for recording with the Recorder of Champaign County, Illinois, the Preservation Covenants set forth in Attachment "E", at the time that the Bill of Sale for the Ater-Jaques House is surrendered to Spencer.
8. Spencer also agrees to promptly do all necessary acts to petition the City of Urbana Historic Preservation Commission to have the parcel commonly known as 709 West Main, Urbana designated as a landmark pursuant to the ordinance and shall accept the same preservations, restrictions, as set forth in Attachment "E", as appropriate restrictions to be imposed pursuant to the Historic Preservation Ordinance.
9. Spencer agrees to apply for and obtain any and all building permits or other permits required. The City, however, agrees to waive all building permit fees for work on the Jaques House if such permits are applied for within eighteen (18) days of the date of this Agreement. In addition, the City agrees to waive the house moving permit fees associated in-house City costs.

10. Spencer agrees to reimburse the City Three Hundred Ten Dollars (\$310.00) per tree for any trees removed from the public right-of-way to accommodate the relocation of the Ater-Jaques House. It is understood and agreed, however, that no trees on the public right-of-way shall be removed except with the approval of the City Arborist.

11. The effective date of this Agreement is the date entered below the signature of the last to sign this Agreement.

CITY OF URBANA, ILLINOIS

BOARD OF TRUSTEES OF THE
URBANA FREE LIBRARY

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

By: Marshall Stevens
President

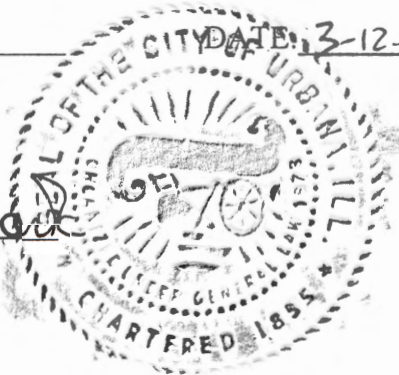
DATE: 3/12/99

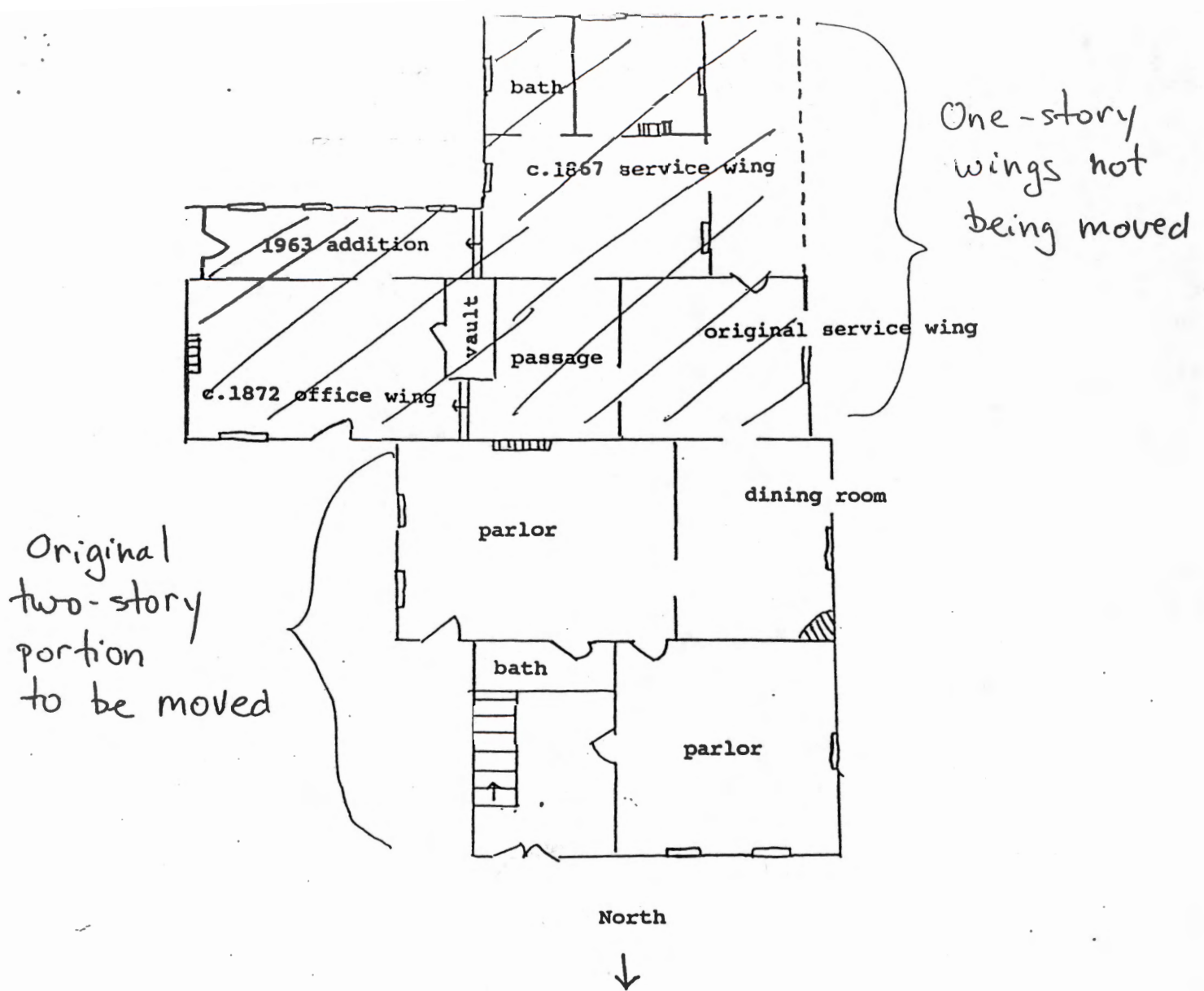
ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

Robert A. Spencer
Robert A. Spencer

DATE: 3/12/99





Rough First Floor Plan

Not drawn to scale

based on plan done by Vivian Young, 1980

BILL OF SALE

For value received, The Board of Trustees of The Urbana Free Library hereby sell and deliver to Robert A. Spencer the structure formerly located at 207 Elm Street, Urbana, Illinois, together with all contents therein. The Seller extends no warranties, oral or written, of any kind regarding the structure herein conveyed.

DATED at Urbana, Illinois, this ____ day of _____, 1999.

President

ATTEST:

Secretary

MORTGAGE

THIS MORTGAGE is made this _____ day of _____, 1999, between the Mortgagor, Robert A. Spencer (hereinafter "Borrower"), and the Mortgagee, the **City of Urbana, Illinois**, a Municipal Corporation, whose address is 400 South Vine Street, Urbana, Illinois, 61801 (hereinafter "Lender").

COPY
(legal division
kept original
to record)

WHEREAS, Borrower is justly indebted to Lender in the principal sum of Thirty-Five Thousand Dollars (\$35,000.00) as evidenced by a Promissory Note of even date herewith executed by Borrower, made payable to the order of and delivered to Lender, whereby Borrower promises to pay the said principal sum and all renewals, extensions, and modifications endorsed by the Borrower and Lender at the office of Lender aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal is paid in full.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Promissory Note, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the City of Urbana, County of Champaign, State of Illinois:

Parcel 1:

Lot 10 of a Subdivision of the South Part of the Southwest ¼ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Deed Record "I" at Page 90, situated in City of Urbana, Champaign County, Illinois.

Parcel 2:

North Half of a vacated alley lying South of and adjacent To Lot 10 of a Subdivision of the South Part of the Southwest ¼ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as vacated by ordinance recorded August 7, 1908 in Book 10 at page 554, in Champaign County, Illinois.

(Permanent Index Number 91-21-08-359-002)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements; rights; appurtenances; rents; royalties; mineral, oil, and gas rights; water stock; and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Subject Premises."

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Subject Premises, that the Subject Premises is unencumbered, and that Borrower will warrant and defend generally the title to the Subject Premises against all claims and demands, subject to any easements and restrictions apparent or of record. Provided this mortgage is not in default, Lender agrees that it will not unreasonably withhold a request by Borrower to subordinate this Mortgage to a bona fide senior mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment.

The sum of Ten Thousand Dollars (\$10,000.00) shall be due and payable one hundred eighty (180) days after the issuance of a Certificate of Occupancy for 709 West Main Street, Urbana, or five hundred fifty (550) days following the effective date of this Agreement, whichever occurs first.

If each and every one of the following specified repairs are completed in a good workmanlike manner within times set forth below, or within any extension granted in writing by the Chief Administrative Officer of the City of Urbana, then and in that event, the sum of Twenty-Five Thousand Dollars (\$25,000.00) otherwise due hereunder shall be forgiven. Such forgiveness shall be conclusively evidenced by a written satisfaction of debt in that amount signed by the Mayor of the City of Urbana and attested to by the City Clerk. If each and every one of the repairs specified are not so completed within the times set forth below, or any extension granted in writing by the Chief Administrative Officer of the City of Urbana, then and in that event, the borrower shall pay the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the City at 400 South Vine Street, Urbana, Illinois, within thirty (30) days of the first, if any, of such default in performance.

ITEMS REQUIRED FOR SUCCESSFUL RENOVATION TO BE COMPLETED WITHIN ONE (1) YEAR OF THE DATE OF THIS AGREEMENT:

- (a) Foundation – twelve inch (12") concrete or block foundation will be reconstructed at 709 West Main and faced with brick in a manner that replicates the original structure;

- (b) The front porch will be reconstructed to replicate the original porch per the drawing in Attachment "D" of the Agreement between the parties entitled "An Agreement for Relocation and Restoration of the Ater-Jaques House";
- (c) The brickwork will be pressure cleaned at as low a pressure as possible to minimize damage to the brick. Any tuck pointing will match the original mortar in color and strength.
- (d) Windows will be stripped of paint, primed, reglazed and painted. If window conditions warrant replacement, the replacement windows will be of a type and style that complement the original architecture.

Accessory structures such as garages will be designed to appear contemporary with the Jaques House. The street side of such structures will be faced with brick. Any new additions will be compatible in design with the historic building and comply with the Preservation Covenant signed by Borrower on the 12th day of MARCH, 1999.

Borrower further agrees to consult with the Illinois Historic Preservation Agency's architectural coordinator on these designs and other construction issues, including items (a) through (d) above.

2. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Subject Premises which may attain a priority over this Mortgage, and ground rents, if any, by Borrower making payment, when due, directly to the payee thereof, and if the same are not promptly paid, Lender may at any time pay the same without waiving any rights under this Mortgage. Borrower shall repay to Lender on demand all amounts so paid by Lender, with interest as specified in Section 4, from the time of payment by Lender. Borrower shall promptly furnish to Lender all notices of amount due pursuant to this Section 2, and in the event Borrower shall make payment directly, Borrower shall promptly discharge any lien which has priority over this Mortgage provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Subject Premises or any part thereof.
3. Preservation and Maintenance of Subject Premises. Borrower shall keep the Subject Premises in good repair and shall not permit or commit waste, impairment, or deterioration of the Subject Premises.

4. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Subject Premises, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Subject Premises to make repairs.

Any amounts disbursed by Lender pursuant to this, or any of the sections 2 through 14 of this Mortgage, with interest thereon at the legal rate of interest that a civil judgment would bear on such date of disbursement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated. Nothing contained in this section shall require Lender to incur any expenses or do any act hereunder.

5. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Subject Premises, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Subject Premises.
6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Subject Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Subject Premises, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Subject Premises, unless Borrower and Lender otherwise agree in writing, there shall be applied the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Subject Premises is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Subject Premises or to the sums secured by this Mortgage.

7. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by the Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
8. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
9. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
10. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at his last known address, except for any notice required under Section 11 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.
11. Acceleration, Lender Exercising Option. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Section 10 hereof. Such notice shall provide a period of not less than thirty days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 12 hereof.
12. Acceleration, Remedies. Except as provided in Section 9 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Section 11 hereof specifying: 1) the breach; 2) the action required to cure such breach; 3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured and that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Subject Premises. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option

may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

13. Assignment of rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Subject Premises, provided that Borrower shall, prior to acceleration under Section 12 hereof or abandonment of the Subject Premises, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Section 12 hereof or abandonment of the Subject Premises, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Subject Premises and to collect the rents of the Subject Premises including those past due. All rents collected by the Lender or the receiver shall be applied first to payment of the costs of management of the Subject Premises and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

14. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Subject Premises insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. In the event Borrower fails to obtain acceptable insurance, Lender may obtain insurance and hold it as provided above, without waiving or affecting the option to foreclose or any right under this Mortgage, and Borrower will repay to Lender on demand all premiums so paid by Lender, with interest as specified in Section 4, from the time of payment by Lender.

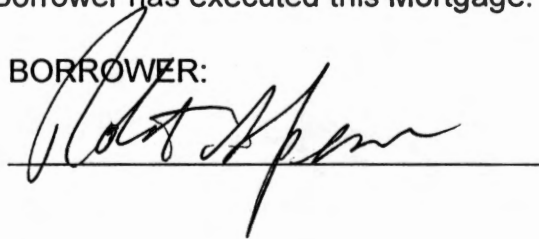
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Subject Premises damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Subject Premises, or does not answer within thirty days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Subject Premises or to pay sums secured by this Mortgage, whether or not then due. The thirty-day period will begin when the Notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the Promissory Note referred to in Section 1 or change the amount of payments. If under Section 11 and Section 12 the Subject Premises is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Subject Premises prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to acquisition.

15. Default. Failure of Borrower to perform any requirement of the Mortgage or Promissory Note shall be an event of default under this agreement.
16. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

IN WITNESS THEREOF, Borrower has executed this Mortgage.

BORROWER:



STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

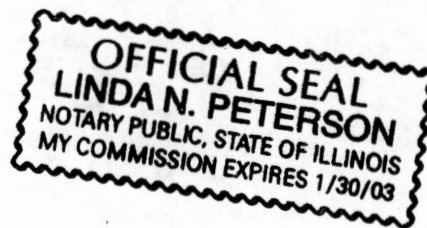
I, Linda N. Peterson, a Notary Public in and for the county and state aforesaid, do hereby certify that Robert A. Spender, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 12th day of March, 1999.

Linda N. Peterson
Notary Public

Prepared by and return to:

City of Urbana
Legal Division
400 South Vine Street
Urbana, Illinois 61801



PRESERVATION COVENANT

IN CONSIDERATION OF THE BENEFITS CONFERRED in a contract between the Urbana Free Library, the City of Urbana, Illinois, and the undersigned, including the conveyance of a certain structure, hereinafter referred to as the Ater-Jaques House, presently located at 207 West Elm Street, Urbana, Illinois, which is, under the aforesaid contract, to be relocated to 709 West Main Street, Urbana, Illinois, by the undersigned, I, Robert A. Spencer, _____ hereby covenant(s) on behalf of himself, his heirs, successors and assigns, to the City of Urbana, Illinois, to maintain and preserve the surviving original 1857 exterior features of the Ater-Jaques House as follows:

1. The undersigned shall preserve and maintain the Ater-Jaques House in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Services, 1983) in order to preserve and enhance those qualities that make the Ater-Jaques House eligible for inclusion in the National Register of Historic Places.
2. No alteration of the original exterior features of the 1857 portion of the house shall be undertaken or permitted to be undertaken that would affect the integrity of the appearance of the house without the express, prior written consent of the City of Urbana as expressed in the adoption of a resolution of consent concurred in by a majority of the Alderpersons then holding office voting yes, or their designee as indicated in a duly adopted Resolution of the Urbana City Council.
3. The Historic Preservation Commission of the City of Urbana, or their designee, shall be permitted at all reasonable times to inspect the exterior of the house for the purposes of ascertaining if these conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law or ordinance, the City may, following reasonable notice to the undersigned, institute suit to enjoin a violation or to require the restoration of the Ater-Jaques House. The prevailing party shall be entitled to recover all costs and expenses incurred in connection with such suit, including all court costs and attorney's fees.
5. This covenant is binding upon the undersigned, his heirs, successors, and assigns, in perpetuity, however, this covenant may be released or modified by the then current owner of the parcel commonly known as 709 West Main, Urbana, and the City of Urbana as expressed in a written release or modification adopted by a majority of Alderpersons then holding office voting yes. Restrictions, stipulations, and covenants contained herein shall be inserted by the undersigned verbatim or by express reference in any deed or other legal instrument by which he or she or they divest themselves of either the fee simple title or any lessor estate in the parcel commonly known as 709 West Main Street, Urbana.
6. Failure of the City to exercise any rights or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

COPY

(Legal kept original
for recording)

THIS COVENANT shall be a binding servitude upon the parcel commonly known as 709 West Main Street, Urbana, and legally described below, and shall be deemed to run with the land.

Parcel 1:

Lot 10 of a Subdivision of the South Part of the Southwest $\frac{1}{4}$ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Deed Record "I" at Page 90, situated in City of Urbana, Champaign County, Illinois.

Parcel 2:

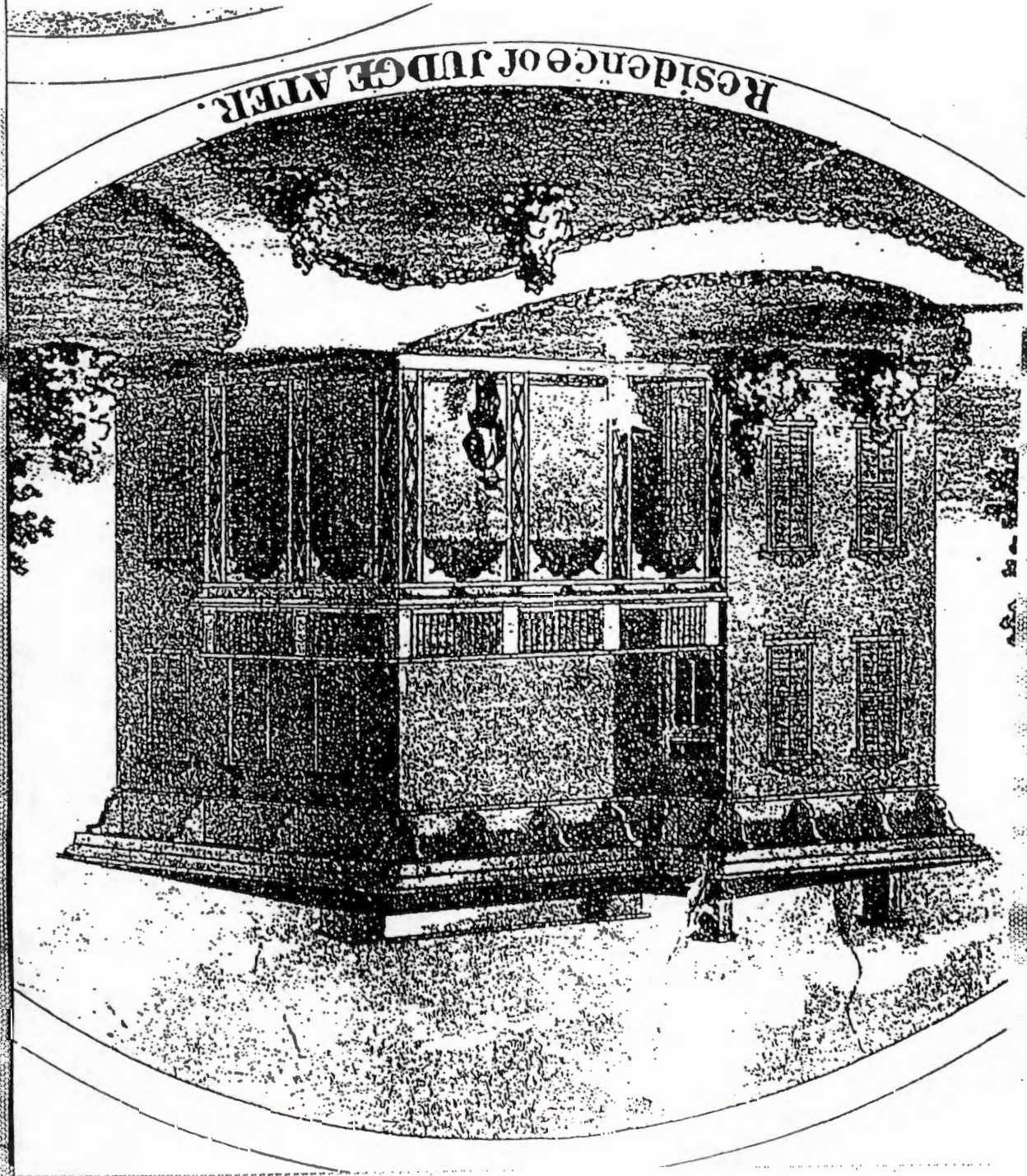
North Half of a vacated alley lying South of and adjacent To Lot 10 of a Subdivision of the South Part of the Southwest $\frac{1}{4}$ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as vacated by ordinance recorded August 7, 1908 in Book 10 at page 554, in Champaign County, Illinois.

(Permanent Index Number 91-21-08-359-002)

DATED at Urbana, Illinois, this _____ day of _____, 1999.

ROBERT A. SPENCER

Residence of JUDGE AYER.



COPY

(Legal div
kept original
to give to
Comptroller
after mortg
is recorded)

PROMISSORY NOTE

FOR VALUE RECEIVED, Robert A. Spencer covenants and promises to pay to the order of the City of Urbana, Illinois (hereinafter simply "City") at 400 South Vine Street, Urbana, Illinois, the principal sum of Thirty-Five Thousand Dollars (\$35,000.00) with interest at 0% per annum.

This Promissory Note is secured by a mortgage of even date. Demand, protest, and notice of demand and protest are hereby waived.

The term "property" as used herein shall be construed to refer to the real estate described in the mortgage. The sum of Ten Thousand Dollars (\$10,000.00) shall be due and payable one hundred eighty (180) days after the issuance of a Certificate of Occupancy for 709 West Main Street, Urbana, or five hundred fifty (550) days following the effective date of this Agreement, whichever occurs first.

If each and every one of the following specified repairs are completed in a good workmanlike manner within times set forth below, or within any extension granted in writing by the Chief Administrative Officer of the City of Urbana, then and in that event, the sum of Twenty-Five Thousand Dollars (\$25,000.00) otherwise due hereunder shall be forgiven. Such forgiveness shall be conclusively evidenced by a written satisfaction of debt in that amount signed by the Mayor of the City of Urbana and attested to by the City Clerk. If each and every one of the repairs specified are not so completed within the times set forth below, or any extension granted in writing by the Chief Administrative Officer of the City of Urbana, then and in that event, the borrower shall pay the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the City at 400 South Vine Street, Urbana, Illinois, within thirty (30) days of the first, if any, of such default in performance.

ITEMS REQUIRED FOR SUCCESSFUL RENOVATION TO BE COMPLETED WITHIN ONE (1) YEAR OF THE DATE OF THIS AGREEMENT:

- (a) Foundation – 12" concrete or block foundation will be reconstructed at 709 West Main and faced with brick in a manner that replicates the original structure;
- (b) The front porch will be reconstructed to replicate the original porch per the drawing in Attachment "D" of the Agreement between the parties entitled "An Agreement for Relocation and Restoration of the Ater-Jaques House";
- (c) The brickwork will be pressure cleaned at as low a pressure as possible to minimize damage to the brick. Any tuck pointing will match the original mortar in color and strength.
- (d) Windows will be stripped of paint, primed, reglazed and painted. If window conditions warrant replacement, the replacement windows will be of a type and style that complement the original architecture;

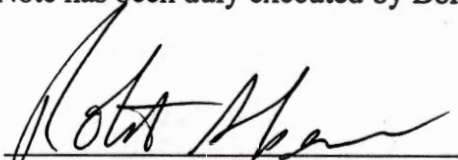
- (e) Accessory structures such as garages will be designed to appear contemporary with the Jaques House. The street side of such structures will be faced with brick. Any new additions will be compatible in design with the historic building and comply with the Preservation Covenant signed by Borrower on the 12 day of MARCH, 1999.

Spencer further agrees to consult with the Illinois Historic Preservation Agency's architectural coordinator on these designs and other construction issues, including items (a) through (d) above.

This Note shall be binding upon the borrower, his successors and assigns.

If suit is instituted by the City to recover on this Note, borrower agrees to pay all costs of such collection, including reasonable attorney's fees and court costs.

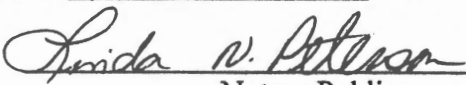
IN WITNESS WHEREOF, this Promissory Note has been duly executed by Borrower as of the 12th day of March, 1999.


Robert A. Spencer, Borrower

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, Linda N. Peterson a Notary Public in and for the county and state aforesaid, do hereby certify that Robert A. Spencer, personally known to me to be the same person whose name is subscribed to the foregoing Promissory Note, appeared before me this day in person and acknowledged that in his capacity as Borrower, he signed and delivered the said release as his duly authorized free and voluntary act for the uses and purposes therein set forth

Given under my hand and notarial seal, this 12th day of March, 1999.


Notary Public

