

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #492H

AN ORDINANCE AUTHORIZING THE SALE OF A MUNICIPAL PARKING LOT

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 5th DAY OF OCTOBER 2020.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 6th DAY OF OCTOBER 2020.

Published in Pamphlet Form this 6th day of October 2020.

ORDINANCE #492H

AN ORDINANCE AUTHORIZING THE SALE OF
A MUNICIPAL PARKING LOT

WHEREAS, the City of Belvidere (the City) owns a municipal parking lot, commonly known as parking lot 11, located between South State Street, West 1st Street, Garfield Ave. and West 2nd Street in Belvidere, IL (the Property); and

WHEREAS, The Community Building Complex Committee of Boone County (the Complex Committee) is a unit of local government created by the statutes of the State of Illinois; and

WHEREAS, the Complex Committee desires to purchase the Property and agrees to preserve the Property for public parking and special events in the future; and

WHEREAS, the Complex Committee and the City desire to also enter into an easement agreement preserving the use of the Property for public parking and special event uses; and

WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize the City of Belvidere and the Complex Committee to enter into agreements, including, but not limited to, an agreement to sell or transfer real estate for public purposes; and

WHEREAS, the City has obtained a written appraisal by a certified real estate appraiser indicating that the purchase price set forth in the attached Contract for Sale of Parking Lot of \$400,000.00 is equal to or greater than the written appraisal.

NOW THEREFORE IT IS ORDAINED by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: For purposes of this Ordinance, and the approval of the Contract and for the sale of the Property, Division 76, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) shall not apply to this Ordinance or the Contract and are expressly abrogated and waived pursuant to the City's home rule authority.

SECTION 3: The Mayor, or his designee, is authorized and directed to execute, the attached Contract for the sale of the Property as well as the attached Easement Agreement and the attached Option to Purchase with the Complex Committee. Further, the Mayor, or his designee,

and the City Clerk, or her designee, are authorized to execute and attest any documents necessary to facilitate and accomplish the sale of the Property pursuant to the terms of the Contract.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable sale and purchase terms.

Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank.

Nays: None.

Absent: None.

APPROVED:



Mayor Michael W. Chamberlain

(SEAL)

ATTEST:


Clerk Sarah Turnipseed

Passed: October 5, 2020

Approved: October 6, 2020

Published: October 6, 2020

CONTRACT FOR SALE
OF PARKING LOT,
BELVIDERE, ILLINOIS

Seller's Attorney: Michael S. Drella Buyer's Attorney: Natalie Hyser Barber

1. To: (Seller) The City of Belvidere, 401 Whitney Boulevard, Belvidere, Illinois 61008
Phone: 815/544-2612, of Boone County, Illinois
2. The Undersigned (BUYER) the Community Building Complex Committee of Boone County
Phone: 815-547-3928 or 111 West First Street Belvidere, Illinois
3. Offers to purchase the following described real estate (the Property) situated in Boone County, Illinois, commonly known as: 621 South State Street, Belvidere, Illinois and legally described as:
Short Legal:

Currently improved with a municipal parking lot.

4. And to pay you therefore \$ 400,000.00 payable \$0.00 of purchase price as earnest money to be applied to the purchase price and the balance payable as follows:

A. Cash at time of closing.

5. CONDITIONS & FURTHER CONSIDERATION

- a) As additional consideration for this Agreement, Buyer agrees to preserve the entire Property, so long as Buyer owns the Property, as a public parking lot permitting free parking by the general public at all times. Buyer shall bear the sole cost of all maintenance and liability associated with the Property with the exception of snow plowing. Seller agrees to provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Buyer shall indemnify, defend and hold the Seller harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property and shall cause Seller to be added as an additional insured to Buyer's liability insurance policy.
- b) Seller shall be permitted to utilize the property, free of charge, for public events and festivals. Seller shall provide Buyer not less than ten (10) days' notice of such a public event or festival and shall cause the Buyer to be named as an additional insured on Seller's general liability policy for purposes of the festival or event.
- c) This Agreement shall survive to closing and shall not merge with the Deed. Further, the parties agree that this Agreement is contingent upon the parties entering into the mutually agreeable Easement Agreement, attached hereto as Exhibit A, memorializing the terms of these Conditions and Contingencies. The Parties will execute the Easement

Agreement as part of the closing on this Agreement. If the Parties do not enter into the Easement Agreement, Seller may declare this Agreement null and void or, in the event closing has already occurred, title shall revert to Seller and Seller shall reimburse Buyer the purchase price.

6. Except as otherwise provided herein, if any contingency cannot be carried out, this Contact shall become void and earnest money shall be returned to Buyer.

7. This transaction shall be closed within thirty (30) days of receipt of a fully executed Agreement by Buyer, and Seller shall deliver possession at time of closing. Closing shall occur in the office of the Title company. Each party will bear the fees customarily charged to that party.

8. All prorations including rents, utilities, water, fuel oil, sanitary fees, any applicable association fees, and any annual association assessments, shall be made as of closing with annual association assessments based on the latest available information. Prorations will be made on a 365 days basis. Existing leases and security deposits, if any, shall be assigned to the Buyer at closing. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.

9. Seller warrants that Seller owns and hereby sells all fixtures and equipment on and attached to the premises. All such fixtures and equipment are sold in "as is condition".

10. Seller warrants there are no rented fixtures or equipment unless stated herein: NA

11. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

12. Buyer may at his/her expense furnish a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments.

13. Buyer may obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company) in the amount of the purchase price, and a final policy thereafter, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; 3) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Seller shall cooperate in as necessary in procuring the title insurance. The cost of the title insurance shall be split equally by the Parties. Buyers attorney will order the title, and the closing shall occur at NLT Belvidere.

14. If Seller cannot deliver merchantable title to Buyer at closing subject only to the permitted exceptions this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer.

15. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of the earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

16. Should Buyer fail to perform this Contract promptly at the time in the manner herein specified, the earnest money shall, at the option of Seller be forfeited by Buyer as liquidated damages, and this Contract shall become and be null and void, and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois License Law or such other written direction as the Buyer and Seller may have given the holder of the earnest money. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.
17. At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or any further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.
18. The parties agree to comply with the following federal or state acts when applicable:
- A. Federal Real Estate Settlement Procedures Act. (RESPA).
 - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
19. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.
20. Buyer agrees to purchase the Property and all fixtures and mechanical equipment, including but not limited to, heating equipment, water softener and air conditioning. In "as is condition". Seller makes no warranty with respect to the Property or fixtures or mechanicals and specifically disclaims all warranties, including but not limited to any implied warranty of merchantability (with respect to mechanicals and fixtures) or liability. Buyer acknowledges that Buyer had occasion to inspect the Property prior to execution of this agreement.
21. Buyer agrees that no part of the Property shall be used for any adult use. As such, the following shall be inserted as Deed Restrictions: "No sexually-oriented business will operate on the Property, including, but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motion picture theaters, theaters, etc".
22. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.
23. **CITY AGREEMENT APPROVAL CONTINGENCY:**
Upon execution by both the City and Seller, the City shall present the agreement to the City of Belvidere City Council. The Agreement is contingent upon the adoption of the Ordinance or Resolution by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor. If such approval is not granted, then this Agreement shall be deemed null and void as if never executed. If the Agreement is approved by the City Council, this Agreement shall continue in full force and effect. The date the Ordinance approving the Agreement becomes effective shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.
24. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this _____

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

SELLER:

CITY OF BELVIDERE, a municipal corporation

By: _____
Michael W. Chamberlain, Mayor

PURCHASER: The Community Building Complex Committee of Boone County

By: _____
Its: _____

Prepared By & Return To:
Michael Drella, City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
(815)544-2612

EASEMENT AGREEMENT – PUBLIC PARKING FESTIVALS

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, agreed to sell certain property (the Property) legally described below to the (the Grantor), and;

WHEREAS, the Property is currently utilized as a public parking lot open to the general public free of charge as well as an area for periodic public events; and,

WHEREAS, the City and Grantor agree that the Property should continue to be used as free public parking as well as a space for City sponsored or approved public events;

NOW THEREFORE, in consideration of One Dollar, the sale of the Property to Grantor and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and agreements herein contained, the Grantor, does hereby give, grant and convey to the City of Belvidere an easement, privilege, right and authority on, under and over the Property to allow the public to use the below described Property as a space for free public parking and City sponsored or approved events.

PROPERTY DESCRIBED AS:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

In consideration of the grant of the easement on, over and under the Property herein contained, the City of Belvidere and the Grantor(s) agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. For the duration of this Easement the Property shall be used as a lot for free public parking and for City sponsored or approved public events. While the Grantor and City may jointly use the Property, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, unless otherwise mutually agreed upon by the Grantor and City:
 - a. The erection or construction of any permanent structure or improvements of any kind on the Property which may interfere with the above identified uses;
 - b. The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement;
 - c. The dumping, placing or storing of trash, equipment, appliances, household or office items, grass clippings and other landscape waste, or other waste material;

Grantor and the City covenant and agree that Grantor and the City will not commit any of the above activities or use of the Property or knowingly permit any of such activities to occur. Grantor and the City agree to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the purpose of this Easement.

3. The City shall not be liable or responsible for any damage to any structure placed on, over or in the Property by Grantor or any of its employees.
4. So long as the Property is preserved for use as a free public parking lot under this Agreement, the City shall provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Grantor shall indemnify, defend and hold the City, its officials, officers, agents and employees harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property, excepting any such matters arising solely from the negligence of the City, its officials, officers, agents and employees. These indemnities shall not limit or circumvent the Illinois Governmental and Governmental Employee Tort Immunity Act and either party may utilize the protection of that Act to the fullest extent permitted by law. Grantor shall add the City as an additional insured to Grantor's liability insurance policy. Grantor shall be solely responsible for the cost of any other maintenance of the Property or improvements to the Property. Grantor shall also be solely responsible for all utility and other costs associated with the Property. Grantor shall maintain the Property in a condition suitable to be safely used by the Public as a paved parking lot.

5. The City may also use the Property, free of charge, for public events and festivals. The City shall provide Grantor not less than ten (10) days' notice of any public event or festival utilizing the Property.
6. Grantor reserves all rights accruing from the ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property as a public parking lot.
7. Nothing contained in this Easement shall be construed to entitle the City to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. Nothing contained in this Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the City to exercise physical or managerial control over day-to-day operations of the Property or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property.
9. This Easement is not assignable or transferrable by the City, unless approved in writing by Grantor.
10. This Easement may be amended or modified from time to time only by written instrument signed by Grantor and Grantee and recorded in the office of the recorder of Boone County, Illinois.
11. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto. Notwithstanding the foregoing, this Easement Agreement shall terminate upon any future sale of the Property by Grantor to a third party that is in no way affiliated with Grantor. For purposes of this Agreement, such an entity shall be deemed affiliated with Grantor if the relationship between them is one in which one of the them is a subsidiary of the other, or both are subsidiaries of the same entity or if fifty percent (50%) or more of the voting shares, board of directors, members and/or public officials of one are also holders of the voting shares, board of directors, members and/or public officials of the other.
12. The laws of the State of Illinois shall govern the interpretation and performance of this Easement.
13. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other

party in the drafting of this Easement.

- 14. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 15. This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 16. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.
- 17. Grantor and any persons executing this instrument on behalf of Grantor represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all Grantor's obligations hereunder.
- 18. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the grantor has hereunto set her hands this _____ day of _____, 20____.

By: Community Building Complex Committee of Boone County

By: _____

Its: _____

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, 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 she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this ___ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20__.

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this ____ day of _____, 20__.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

J:\Legal\Public Works\Community.Building.Parking.Lot.Easement.revised.doc

OPTION TO PURCHASE

The undersigned Community Building Complex Committee of Boone County (hereinafter "Optionor") hereby grants to the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois (hereinafter "Optionee") the option to purchase the following legally described property:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

(hereinafter the "Property") under the following terms and conditions:

1. Optionor hereby, for itself, heirs, successors, administrators, executors and assigns agrees to grant an exclusive and irrevocable option to purchase the Property upon Optionor's decision to sell, convey or transfer title to the Property, or upon Optionor's dissolving.
2. Optionee shall have thirty (30) days to exercise its Option to Purchase from the date Optionor notifies Optionee of the decision to sell or otherwise convey the Property. The sale price for the Property shall be \$400,000.00.
3. If Optionee fails to exercise its Option to Purchase within the time limit specified, then this Option shall terminate and the Optionor or its successors in interest shall be free to sell the Property to a third party.
4. Title to the Property shall be conveyed free and clear of all encumbrances,
 - a. Except for the following reservations and exceptions:
 - (i) All taxes and special assessments levied or confirmed;
 - (ii) the building and building lines, use and occupancy restrictions, conditions and covenants of record;
 - (iii) easements for the use of public utilities;
 - (iv) drainage ditches, feeders and laterals, if any; and
 - (v) any exceptions to title or liens attributable to Optionee.

5. Closing shall occur within forty-five (45) days of the exercise of the Option.
6. Optionor shall furnish, at Optionor's expense, a preliminary title insurance commitment in the amount of the purchase price and will provide all customary closing documents normally provided by a seller in real estate transactions at Optionor's expense.
7. This Option shall not be assignable by Optionee without Optionor's written consent.
8. a. Optionor hereby covenants and agrees that during the term of this Agreement Optionor shall not commit, approve, consent to or permit any Unpermitted Transfer (as herein defined) without the prior written consent of Optionee. Any Unpermitted Transfer which is effected without the prior written consent of Optionee shall be void, invalid and of no force or effect against Optionee or Optionee's rights hereunder in the Property. As used herein, an "Unpermitted Transfer" shall mean any of the following:
 - (i) any lease affecting all or any portion of the Property, unless such lease shall be terminable at Optionee's election upon Optionee's acquisition of the Property;
 - (ii) any grant, sale, transfer or other conveyance of all or any portion of or interest in the Property unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns takes subject to the interest of Optionee hereunder;
 - (iii) any mortgage, lien or other encumbrance of all or any portion of the Property, unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Optionee hereunder;
 - (iv) any contract or other agreement pursuant to which any party may obtain lien rights affecting all or any portion of the Property;
 - (v) any zoning changes, annexation or subdivision of all or any portion of the Property; or
 - (vi) any other act or omission affecting the Property which would diminish or otherwise adversely affect Optionee's interest under the option agreement or which might prevent Optionor's full performance of its obligations hereunder or under the contract.
- b. Optionor hereby covenants and agrees that, during the term of this Agreement, that:
 - (i) Optionor shall maintain the Property free from waste and neglect and in good order and repair and keep and perform all obligations of the owner of the Property under applicable federal, state, county and municipal laws, ordinances, regulations and directives; and

- (ii) Optionor shall maintain or cause to be maintained comprehensive public liability and casualty insurance on and with respect to the Property, by insurers and in forms and amounts and covering the risk reasonably satisfactory to Optionee (but in no event shall the coverages or amounts of the insurance to be maintained hereunder be less than those customarily maintained by prudent owners of property similar to the Property).

9. The covenants and agreements of Optionor under this Agreement are intended to be and shall be covenants running with the land with respect to the Property and shall be binding upon Optionor and Optionor's heirs, representatives, successors and assigns. This Agreement and the contract to be entered into pursuant hereto shall be specifically enforceable by Optionee and by Optionee's heirs, representatives, successors and assigns.

11. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier one (1) business day after so sending; or (c) if mailed, two (2) business days after mailing as aforesaid:

If to Optionee: _____

With Copy to: _____

If to Optionor: _____

With Copy to: Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200, Belvidere, Illinois 61008
Natalie@tobinramon.com

12. The parties hereby agree that a fully executed and acknowledged memorandum of the Agreement in the form attached hereto and incorporated herein by reference as Exhibit A shall be executed by Optionee and Optionor and recorded by Optionee at Optionee's sole expense. In the event this Agreement shall expire or terminate and Optionee shall not have acquired the Property pursuant hereto, Optionee shall execute, acknowledge and deliver to Optionor a recordable Quitclaim Deed to the Property or any other instrument reasonably requested by Optionor for the release of said memorandum and otherwise indicating the termination of Optionee's rights hereunder and with respect to the Property.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 20____.

OPTIONOR:

Community Building Complex Committee of Boone County

By: _____

Its: _____

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, 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 she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20____.

OPTIONEE:

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this _____ day of _____, 20____.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

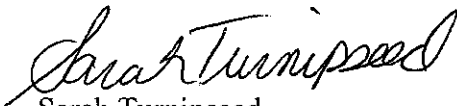
Document Prepared By:
Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200
Belvidere, Illinois 61008

AFFIDVAIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)

Sarah Turnipseed, first being duly sworn on oath deposes and says as follows:

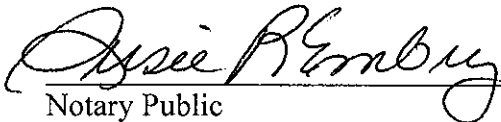
By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #492H of the City of Belvidere, Illinois, in pamphlet form on October 6, 2020, and as a convenience for the public; I posted the pamphlet form of Ordinance #492H on the bulletin board in the lobby at 401 Whitney Blvd., Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's Office.



Sarah Turnipseed
City Clerk



SUBSCRIBED AND SWORN TO BEFORE ME
this 6th day of October 2020.



Notary Public