

ORDINANCE NO. 423

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF LAND
WITHIN A REDEVELOPMENT PROJECT AREA

WHEREAS, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) provides that no conveyance of land by a municipality related to a redevelopment project shall be made except upon the adoption of an ordinance by the corporate authorities;

WHEREAS, the Village of Bellevue (the "Village") has, pursuant to statute, designated a redevelopment project area and approved redevelopment plans;

WHEREAS, the Village has acquired title to a parcel within the redevelopment project area (the "Parcel"), the Parcel being legally described in Exhibit A to the agreement attached hereto;

WHEREAS, the Village proposes to enter into an agreement and an amendment thereto (collectively, the "Agreement") with Chicago Title and Trust Company, as Trustee, David Joseph, Max Hoerr and related entities ("Developer") for conveyance of the Parcel to the Developer, a copy of the Agreement being attached hereto;

WHEREAS, the Village has advertised its request for alternate proposals by publishing the same in a newspaper of general circulation within the Village on May 25, 1995;

WHEREAS, the Village has received no alternate proposals;

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE as follows:

1. The conveyance to the Developer of the Parcel is consistent with the redevelopment plan and project of the Village.

2. The conveyance to the Developer of the Parcel pursuant to the terms of the Agreement is hereby approved.

3. The Agreement, in the form attached hereto, is hereby approved.

4. The President, Clerk and other officers of the Village are authorized to execute all documents and to perform all acts necessary to convey the Parcel to the Developer and to carry out the Village's obligations under the Agreement.

5. The Village Clerk is authorized to publish this Ordinance in pamphlet form.

6. This Ordinance shall take effect upon passage.

PASSED AND APPROVED THIS 14TH DAY OF AUGUST, 1995.

AYES: 4

NAYS: 0

ABSENT: 2

VILLAGE OF BELLEVUE

By: Larry N. Howard, President

Carol S. Howard, Village Clerk

795-1666.A

EXHIBIT A

LEGAL DESCRIPTION

A PART OF THE SE 1/4 OF SECTION 10, T-8-N, R-7-E OF THE 4TH. P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE S0°-00'W ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STATE ROUTE 116; THENCE N89°-41'E ALONG SAID SOUTH R.O.W. LINE OF STATE ROUTE 116, A DISTANCE OF 575.00 FEET; THENCE S0°-00'W, A DISTANCE OF 220.00 FEET; THENCE S62°-36'E, A DISTANCE OF 460.00 FEET; THENCE S25°-53'W, A DISTANCE OF 564.34 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE CONTINUING S25°-53'W, A DISTANCE OF 234.00 FEET; THENCE N64°-07'W, A DISTANCE OF 300.10 FEET; THENCE N73°-29'-00"E, A DISTANCE OF 374.04 FEET; THENCE S64°-07'-00"E, A DISTANCE OF 43.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.923 ACRES, MORE OR LESS, SITUATE, LYING, AND BEING IN THE VILLAGE OF BELLEVUE, COUNTY OF PEORIA, AND STATE OF ILLINOIS.

PIN: Part of 17-10-401-021

AGREEMENT

This Agreement is dated as of _____, 1995 between the Village of Bellevue, Illinois ("Village") and Chicago Title and Trust Company, not personally but as trustee under a Trust Agreement dated December 28, 1982 and known as Trust No. 1083045, David Joseph and Max Hoerr (collectively, the "Developer").

BACKGROUND

Developer owns land in the Village's tax increment financing district (the "District"), and both the Developer and the Village wish to provide for the construction of certain public improvements in the District for the purpose of encouraging development in the District.

AGREEMENT

1. Obligations of the Developer. The Developer agrees to (a) continue to use its best efforts to develop projects for its property within the District, (b) dedicate as right of way the property described on Exhibit A attached hereto and (c) use its best efforts to cause the owner and tenant of the property adjacent to the northeast of said dedicated right of way to consent to the construction of a public road thereon.

2. Obligations of the Village. The Village agrees to:

(a) convey to the Developer by Quit-Claim Deed the property described on Exhibit B attached hereto; and

(b) construct a public right of way on the property described on Exhibit A (subject to the satisfaction of the Developer's obligations in Section 1(a) and (b) above); and

(c) provide development incentives (in addition to (a), (b) and (c) above) to the Developer in the amount of \$50,000 within three (3) years of the date hereof, consisting of some combination of the following:

(i) construction of public improvements to be agreed upon by the Village and the Developer (the amount of the incentive being the cost of construction); or

- (ii) incentives to the Developer or to grantees of the Developer for the development of specific projects within the District, as agreed upon by the Village, the Developer and/or the grantee.

Concurrent with each incentive provided, the Developer shall confirm to the Village in writing the amount of incentive provided.

3. Fill Material. The parties agree that excess dirt from the construction of the road described in Section 2(c) above shall be used in the following priority:

- (i) within the District, as directed by the Developer;
- (ii) within the District, as directed by the Village; or
- (iii) outside the District, as directed by the Developer.

4. Release. The parties acknowledge that the Developer has threatened litigation against the Village with respect to a proposed project within the District. In consideration of the promises contained herein, the Developer hereby releases the Village from all actions, liabilities, claims, causes of action, suits, judgments, demands, rights or damages whatsoever (including attorneys fees), whether known or unknown, asserted or unasserted, that the Developer has, may have or ever will have against the Village arising out of any events or actions which occurred prior to the date hereof. It is understood and agreed that the Village admits no liability to the Developer, or others and that this is part of a compromise of a disputed claim; it is further understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever, and releases claims that are known and unknown, asserted or unasserted, suspected and unsuspected.

5. Ownership. The Developer represents and warrants that David Joseph, Max Hoerr and ~~Harold A. Vonachen, Jr.~~ are the sole beneficial owners of the real estate adjacent to the west of the property described on Exhibit B attached hereto.

6. General Provisions.

(a) Titles to Articles herein are for informational purposes only.

(b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party shall assign this Agreement in whole or in part without the prior written consent of the other parties.

(c) This Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and the statutes of the State of Illinois.

(d) The invalidity of any particular term or provision of this Agreement shall not affect the validity of the remaining terms and provisions hereof.

(e) This Agreement constitutes the entire agreement between the Village and the Developer relating to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties or representations between the Village and the Developer other than those set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

VILLAGE OF BELLEVUE, ILLINOIS

DEVELOPER

Chicago Title and Trust Company, as aforesaid



By: Larry N. Howard
President

By: Carol S. Howard
Its: ASSL. SECRETARY

Attest: Carol S. Howard
Village Clerk

Attest: Christina Smith
Its: ASSL. SECRETARY

David Joseph
David Joseph

Max Hoerr
Max Hoerr

795-939.A

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, being expressly waived and released.

EXHIBIT A

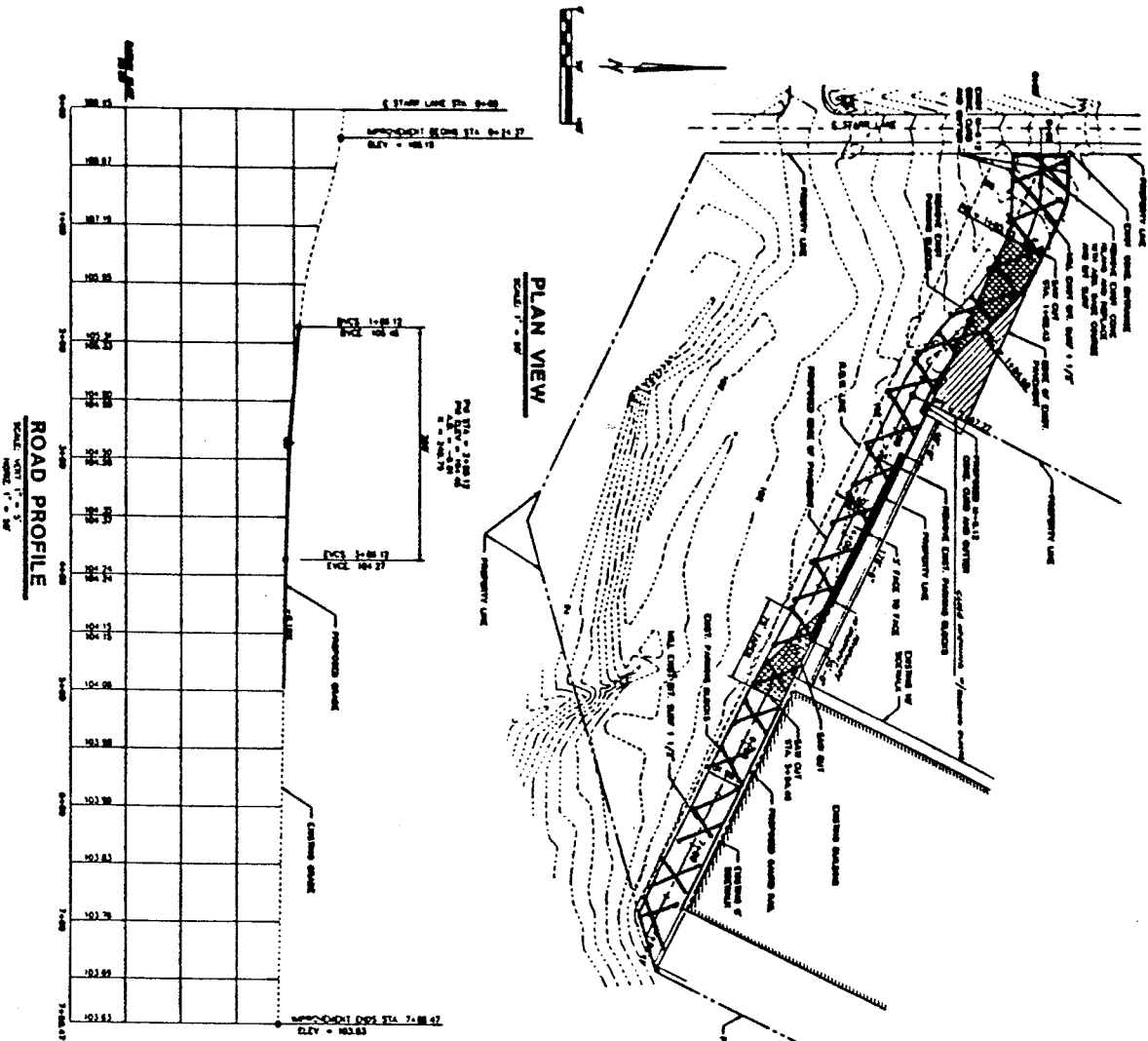
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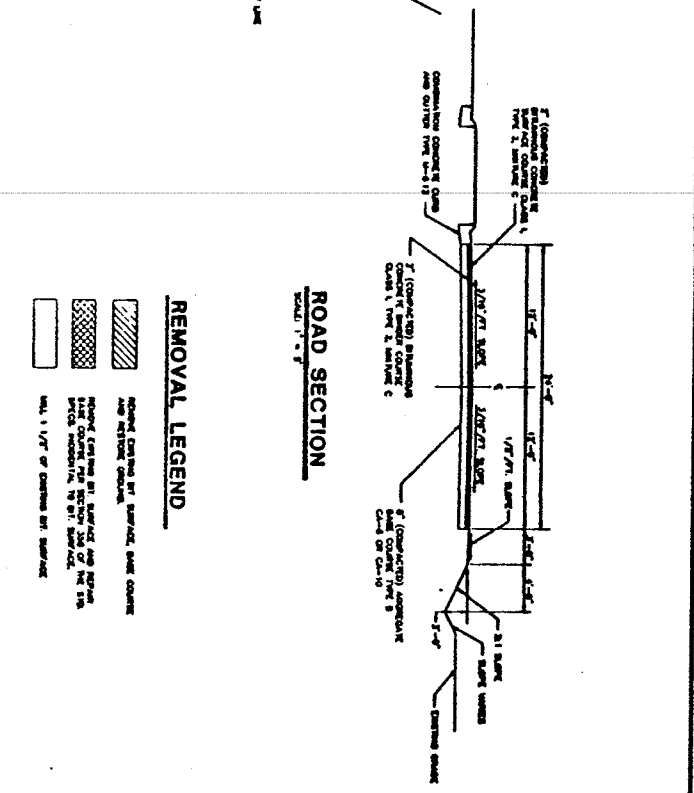
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PIN: Part of 17-10-401-021






PLAN VIEW
SCALE: 1" = 50'


ROAD PROFILE
SCALE: VERT. 1" = 5'
HORIZ. 1" = 50'



ROAD SECTION
SCALE: 1" = 1'

REMOVAL LEGEND

-  Existing Existing or Proposed, same course and existing structure
-  Proposed Existing or Proposed, same course and existing structure
-  Proposed Existing or Proposed, 1/2\"/>

 Clark Engineers, Inc. 1000 West 10th Street Des Moines, Iowa 50319	VALUE OF BELIEVE PROPOSED ACCESS ROADWAY	PLAN AND PROFILE of 2 of 6
	DATE: 12/15/10 DRAWN BY: [Name] CHECKED BY: [Name]	SHEET NO.: [Number] PROJECT NO.: [Number]

Prepared by:

Michael R. Seghetti
Keck, Mahin & Cate
331 Fulton, Suite 640
Peoria, Illinois 61602
(309) 673-1681

Mail tax statement to and
after recording return to:

The Joseph Co.
5001 N. University Street
Peoria, IL 61614

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH that the Village of Bellevue, Peoria County, Illinois, an Illinois municipal corporation (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUIT-CLAIMS to Chicago Title and Trust Company, not personally but as Trustee under a Trust Agreement dated December 28, 1982 and known as Trust No. 1083045 ("Grantee"), the real estate described on Exhibit A attached hereto and made a part hereof (the "Premises").

Such conveyance is subject to general real estate taxes for 1994 and subsequent years, easements, restrictions, declarations, covenants, reservations and conditions of record.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

EXEMPT 35 ILCS 200/31-45(e)

Dated: _____, 1995

VILLAGE OF BELLEVUE, ILLINOIS

By: _____
Larry N. Howard
President

Attest:

Carol S. Howard
Village Clerk

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Larry N. Howard and Carol S. Howard, personally known to me to be the President and Clerk, respectively, of the Village of Bellevue, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said municipal corporation.

GIVEN under my hand and notarial seal this _____ day of _____ A.D., 1995.

Notary Public

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