

**CONTRACT FOR PURCHASE AND SALE  
(Right-of-Way / 104 S. Washington St.)**

This Contract for Purchase and Sale (“Agreement”) entered into as of the \_\_\_ day of April, 2014, between the City of Rochelle, a municipal corporation (“City”) and Amelia Stein and Jeffery Stein (“Sellers”):

**WITNESSETH**

**THAT WHEREAS**, the City wishes to purchase, and Sellers wish to sell, the Sellers’ interest in certain real property legally described on **Exhibit A**, and commonly described as a portion of 104 S. Washington Street, Rochelle, Ogle County, Illinois (“Property”); and

**WHEREAS**, pursuant to the applicable provisions of the Illinois Municipal Code, including without limitation 65 ILCS 11-61-3, the City of Rochelle wishes to purchase the Property for the purpose of sight and visibility improvements along public roadways, and other public roadway or sidewalk related purposes:

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Purchase and Sale.** The Sellers agree to sell to City, and City agrees to purchase from Sellers, all of the Sellers’ interest in the Property. The Sellers’ conveyance of their interest in the Property shall be by warranty deed, and Sellers shall not be required to provide title insurance or evidence of title to City.

**2. Purchase Price.** City shall pay the purchase price of \$10,000.00 to the Sellers, in cash or cashier’s check, at the closing, in full payment of the purchase price for the Property. There shall be no prorations or other deductions from the purchase price for any reason. City shall pay any revenue stamps, recording fees, closing costs, or similar charges, if required, in

connection with this transaction. Payment of the purchase price also constitutes the consideration for all obligations undertaken by the Sellers in this Agreement.

**3. Removal of Landscaping, Fences, and Structures.** Sellers, at Sellers' expense, shall remove and dispose of all trees, stumps, shrubs, and other vegetative growth, and all fences and structures, as determined by the City, on the Property, and shall cause the property to be restored to grass, finish graded, and seeded to the satisfaction of the City. All of the foregoing shall be completed on or before June 15, 2014. This provision of the contract shall survive the closing. Seller may dispose of any organic landscaping materials, including without limitation bushes and trees, but specifically excluding any earth material, rocks, or other construction debris, at the City's construction dumpsite free of charge.

**4. Closing.** The closing shall be held on or before May 31, 2014, at Kenzley Title Company, Rochelle, Illinois. At the closing, City shall pay the purchase price for the Property, Sellers shall deliver to City an executed warranty deed to the Property, and the parties shall execute all other customary closing documents required by the Title Company.

**5. Waiver of Disconnect Fees.** As part of the consideration contained herein, City agrees to waive its right to any disconnect fees for water, sewer, and electrical service to the house located at 104 S. Washington St., Rochelle, Illinois. In addition, City, at City's expense, shall cause the sewer lateral to be plugged and the water service to be disconnected at the main. All of the foregoing shall be completed on or before June 15, 2014, unless reasonably required to be done earlier to accomplish the demolition of the buildings at 104 S. Washington St. This provision of the contract shall survive the closing.

**6. Demolition of Buildings.** Within four (4) months following the closing under this Contract, the Sellers shall, at Sellers' expense, cause the residential building located at 104 S.

Washington St. to be demolished. City shall work with Sellers as to the timing of disconnections for sewer, water, and electrical service. This provision of the contract shall survive the closing, and City shall be entitled to enforce this provision by any legal or equitable remedy it may have, including obtaining a court order directing the Sellers, at Sellers expense, to demolish the building. For the purposes of enforcing this Contract, the Sellers agree that the buildings are “dangerous and unsafe” and “beyond reasonable repair” within the meaning of 65 ILCS 5/11-31-1(a). In any action brought to enforce this Agreement, the prevailing party shall be entitled to recover its attorney’s fees in addition to any other relief obtained.

**7. Garage Construction.** The parties acknowledge that it is the intent of the Seller to combine two adjoining parcels of property (24-25-127-010 and 24-25-127-011) into one parcel, and to construct a garage on the combined property. Sellers must comply with all requirements of the Rochelle Municipal Code, including obtaining any required variances, in order to construct the garage. Nothing in this paragraph shall constitute the City’s consent or agreement to consent to a variance for the garage or to the combination of parcels.

**8. Entire Agreement.** This Agreement represents all of the agreements between the parties with respect to the subject matter of this Agreement, and supersedes and discharges any prior oral or written agreements, or any contemporaneous oral agreements.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the date set forth above.

**SELLERS:**

\_\_\_\_\_  
AMELIA STEIN

\_\_\_\_\_  
JEFFERY STEIN

**BUYER:**

**THE CITY OF ROCHELLE,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
DAVID S. PLYMAN

City Manager

Attest: \_\_\_\_\_

BRUCE McKINNEY

City Clerk

Prepared By:

Law Offices of Alan H. Cooper

233 East Route 38, Suite 202

P. O. Box 194

Rochelle, IL 61068

(815) 562-2677

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**EXHIBIT A**  
**(Legal Description)**

Part of Lot 1 of Block 1 of Hoadley's Addition to the City of Rochelle, as recorded in Plat Book A at page 162 in the Ogle County Recorder's Office, bounded and described as follows:

Beginning at the Northeast Corner of said Lot 1; thence South 00 degrees 02 minutes 44 seconds East along the East Line of said Lot 1, a distance of 30.00 feet; thence North 45 degrees 05 minutes 55 seconds West, a distance of 25.43 feet to a point being 12.00 feet South of the North Line of said Lot 1; thence South 89 degrees 50 minutes 53 seconds West, parallel with the North Line of said Lot 1, a distance of 105.75 feet to the West Line of said Lot 1; thence North 00 degrees 02 minutes 44 seconds West along said West Line, a distance of 12.00 feet to the Northwest Corner of said Lot 1; thence North 89 degrees 50 minutes 53 seconds East along the North Line of said Lot 1, a distance of 123.75 feet to the point of beginning, containing 1647.00 square feet, situated in the City of Rochelle, the County of Ogle, and the State of Illinois.