

RESOLUTION NO. 2024 _____

**RESOLUTION AUTHORIZING AN AGREEMENT
TO TRANSFER PROPERTY TO THE STALEY MUSEUM**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the City shall transfer the property known as Lot 2 of the Staley Replat of College Square per the Real Estate Purchase Agreement attached as Exhibit A.

Section 2. That the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City, an agreement with The Staley Museum to transfer property.

PRESENTED and ADOPTED this 15th day of April, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Henry M. Staley Declaration of Charitable Trust, An Illinois Charitable Trust more commonly known as the Staley Family Foundation (“Buyer”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

RECITALS

- A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.
- B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution [IL Const. 1970, Art. VII, Sec. 6(a)].
- C. The City owns real estate (“Property”) that is undeveloped and in close proximity to real estate owned by Buyer and commonly known as the Staley Museum.
- D. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of real estate property as the council authorizes or approves.
- E. The City desires to transfer to Buyer the Property set forth in this Agreement.
- F. The Buyer desires to purchase from the City the Property set forth in this Agreement for use as a parking lot for or other authorized and allowable use accessory to the use of the Staley Museum.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
- 2. The City agrees to sell, and Buyer agrees to purchase at the price of Ten Dollars (\$10.00) the Property situated in Decatur, Macon County, Illinois and legally described as follows:

LOT 2 OF THE STALEY REPLAT OF COLLEGE SQUARE, AS PER PLAT RECORDED IN BOOK ____, PAGE ____ OF THE RECORDS IN THE RECORDER’S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY ILLINOIS.

- 3. If desired by Buyer, Buyer shall obtain a commitment for an owner’s title insurance policy insuring against defects in the merchantability of title up to the value of the

purchase price set forth above. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Buyer shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Buyer shall pay all the title fees. Buyer and City shall furnish immediately upon request all information legally required for financing or transfer of title.

4. Buyer shall pay City the purchase price at the time of closing. The closing fees for Settlement shall be paid by Buyer.
5. At Settlement, City shall deliver to Buyer a quitclaim deed to the Property being acquired with a deed restriction as set forth below in Section 11, and subject only to those matters to which the title may be subject as provided above and conveying the benefits of all easements of record prior to the execution of this Agreement, if any. Buyer agrees to pay for the transfer tax stamps, if any applicable, and real estate transfer declaration form and any environmental disclosure requirement documents. Buyer agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.
6. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
7. Buyer shall be entitled to possession of the Property immediately after Settlement.
8. City agrees to zone the Property to a classification that will allow Buyer's use of Property as a parking lot.
9. As an express condition of this Agreement, Buyer must construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the Parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.
10. If Buyer fails to construct a landscaped parking lot on Property as agreed to and set forth in Section 9 above, Buyer shall return and transfer to the City the Property acquired under the terms of this Agreement within seven (7) days of demand by the City.
11. The Parties agrees that the Property shall be transferred with the following deed restriction which shall be recorded:

“Grantor conveys the Property to Grantee, for the uses and purposes herein, so long as the Property is used in the manner provided in the following

RESTRICTIONS:

1. Grantee, and its successors and assigns, (“Grantee”) understands, acknowledges, agrees, and accepts the Property **is subject to a deed restriction which requires that Grantee construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.** If Grantee fails to abide by the conditions and restrictions in this deed, Grantor retains a possibility of reverter.”
12. Notice given or required in this Agreement, or any addendum must be given in writing in one of the following forms:
- i. Personally.
 - ii. By certified mail, return receipt requested, properly addressed and all charges prepaid; or,
 - iii. By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

All notices shall be deemed to have been received on the date of personal service or on the 3rd day following date postmarked. Notice must be served upon or addressed to any one of the City’s or any one of the Buyers personally unless specified otherwise. Notice by any other means is not valid.

City:

City of Decatur
 City Clerk
 One Gary K. Anderson Plaza
 Decatur, IL 62523

Buyer:

Staley Family Foundation
 Mark Staley

13. City and Buyer represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred, in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
14. Where “now” or “this date” is used, the latest date of signing is intended. Time is of the essence in the performance of this agreement. All agreements and warranties of this

agreement, unless fully performed, survive the execution and delivery of the deed. The date of this agreement is the latest date of signing.

15. The parties agree that any signed and electronically transmitted copy of this Agreement by the party shall be binding on the parties and enforceable as original, such as (email, pdf, facsimile, etc.).
16. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
17. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.
18. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
19. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in AS IS WHERE IS CONTITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO PURCHASER.
20. By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement. Buyer acknowledges that Buyer is not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the

Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

CITY:

CITY OF DECATUR, ILLINOIS

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____

BUYER:

STALEY FAMILY FOUNDATION

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____