



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, P.E.  
**DATE:** October 10, 2013  
**RE:** Olympian Drive Right-of-Way Acquisition – Heimburger Farm Tract

### Introduction

City and county staff have been negotiating with the owners of the Heimburger Farm tract to acquire over sixteen acres of land for the proposed construction of Olympian Drive (Project A) between Apollo Drive and Lincoln Avenue. The project is 1.1 miles in length and is estimated to cost over \$13 million. (See the attached location map for the tract location.)

The subject tract is necessary for use as a borrow pit for clay material to build the east bridge cone or embankment for the proposed bridge over the Illinois Central Railroad tracks. The borrow pit will also serve as a regional detention basin. Also, the west end of this tract will be needed as right-of-way for the proposed Lincoln Avenue and Olympian Drive intersection. If Olympian Drive is extended to Willow Road and/or Cunningham Avenue (US 45), the roadway alignment would be within this 16.96 acre tract.

City and county staff have been in discussion with the Heimburgers and their attorney. They have agreed in writing to the terms as stated in the attached Contract for Sale of Real Estate. Included in the contract is an exhibit detailing a lease arrangement. Terms included in the contract are:

- The city is purchasing 16.96 acres from the Judy K. Heimburger Trust.
- The city is purchasing this land for \$593,600 or \$35,000 per acre.
- The city plans to close on this property, pending city council approval, by October 31, 2013.
- The city will lease back to the Heimburgers this tract for agricultural purposes until construction commences.
- If roadway construction does not commence by September 1, 2021, the Heimburgers will have a nontransferable right of first refusal to purchase the tract at a price no greater than \$35,000 per acre.

### Fiscal Impact

Property acquisition is being funded 100% by an Illinois Jobs Now grant from IDOT on a reimbursement basis. There are sufficient funds budgeted for this land acquisition. Any engineering, appraisal services, surveying, negotiations, and legal assistance expenses incurred are also 100% reimbursed with Illinois Jobs Now funds.

**Recommendation**

It is recommended that An Ordinance Authorizing the Purchase of Certain Real Estate (A Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois / Heimbürger Farm) be approved.

It is further recommended that An Ordinance Authorizing the Lease of Certain Real Estate (A Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois / Heimbürger Farm) be approved.

**ORDINANCE NO. 2013-10-99**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE**

**(A Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois / Heimbürger Farm)**

**WHEREAS**, Urbana City Code Section 2-118, Subsection (d), provides that the City may purchase real estate for any corporate purposes found and declared by the City Council, and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

**WHEREAS**, the City Council desires to purchase a real estate parcel with Permanent Index Number 25-15-29-400-021 in Champaign County, Illinois (Heimbürger Farm), and more particularly described below, for construction of a roadway known as FAP Route 813 on Olympian Drive; and

**WHEREAS**, the City Council expressly finds and declares that said real estate is needed for governmental purposes of the City of Urbana.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

The purchase of a real estate parcel with Permanent Index Number 25-15-29-400-021 in Champaign County, Illinois (Heimbürger Farm), and legally described below, substantially on such terms as contained in the Contract for Sale of Real Estate attached hereto and incorporated herein, is hereby approved:

Permanent Parcel Number 25-15-29-400-021

Legally described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMER TOWNSHIP. CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 988 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 162 FEET; THENCE EAST 160 FEET; THENCE SOUTH 162 FEET; THENCE WEST 160 FEET MORE OR LESS TO THE HALF SECTION LINE BEING THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT:

JAMESTOWN SUBDIVISION NO. 1 RECORDED JANUARY 2, 2003 AS DOCUMENT 2003R00014.

AND ALSO EXCEPT:

MIDDLEFORK SUBDIVISION NO. 1 RECORDED OCTOBER 19, 2000 AS DOCUMENT 2000R24369.

AND ALSO EXCEPT:

ILLINOIS FARM TO TABLE SUBDIVISION RECORDED SEPTEMBER 23, 2008 AS DOCUMENT 2008R24978.

SAID NET TRACT CONTAINS 16.96 ACRES, MORE OR LESS.

**Section 2.**

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 Contract for Sale of Real Estate as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the acquisition of the real estate.

**Section 4.**

This Ordinance shall be in full force and effect from and after its passage.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made between JUDY K. HEIMBURGER, not individually, but as Trustee of the Judy K. Heimbürger Trust, dated August 5, 2005 ("Seller"), and THE CITY OF URBANA, an Illinois municipal corporation ("Buyer"). The Seller and the Buyer are sometimes referred to as a "Party" or the "Parties." This Contract is effective on the last date signed by a Party hereto. In consideration of the covenants hereinafter set forth, the Parties agree as follows:

1. **Property.** The Seller hereby agrees to sell, and the Buyer hereby agrees to purchase, the following described property (the "Property"):

P.I.N.: 25-15-29-400-021

Legally described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 988 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 162 FEET; THENCE EAST 160 FEET; THENCE SOUTH 162 FEET; THENCE WEST 160 FEET MORE OR LESS TO THE HALF SECTION LINE BEING THE TRUE POINT OF BEGINNING.

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SAID NET TRACT CONTAINS 16.96 ACRES, MORE OR LESS.

The acquisition of land by the Buyer is for its municipal purposes and will be used in connection with construction of a roadway on Olympian Drive, a public improvement. The acquisition of this Property by the Buyer is made pursuant to its condemnation authority.

2. **Payment.** The Buyer agrees to pay to the Seller at closing the sum of five-hundred ninety-three thousand six-hundred dollars (\$593,600), minus credits and prorations as provided herein.

3. **Deed.** The Seller agrees to convey said Property to the Buyer by a good and sufficient Trustee's Deed, subject only to those exceptions listed in Paragraph 4(B). The deed shall be delivered to the Buyer at the closing of this transaction upon the Buyer's compliance with the terms of this Contract.

4. **Evidence of title.**

- A. The Buyer shall be responsible for ordering a Commitment for Title Insurance issued by a title insurance company doing business in Champaign County, committing a company to issue a policy in the usual form insurance title to the real estate in the Buyer's name for the amount of the purchase price.
- B. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which do not restrict reasonable use of the Property; rights-of-way for drainage ditches, drain tiles, feeders and laterals, if any; drainage assessments and drainage district or other special district taxes, if any; existing mortgages to be paid by the Seller at closing.
- C. If title evidence discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Seller within a reasonable time. The Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Seller is unable to cure such exception, then the Buyer shall have the option to terminate this Contract.

5. **Taxes and assessments.** Real estate taxes for all prior years shall be at the Seller's expense. General taxes for the year in which the closing takes place shall be prorated. If the amount of the taxes for the year of the closing is unascertainable at that time, the proration will be made on the basis of taxes for the preceding year. Special assessments levied prior to date shall be paid by the Seller, and those levied after the date hereof shall be paid by the Buyer.

6. **Closing.** The closing of this transaction will take place at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the Parties may agree. The Buyer intends to construct a public roadway on the Property, a project for which the Illinois Department of Transportation ("IDOT") will let and award a construction contract. The closing of this transaction will take place no more than 60 days after the Buyer gives notice to the Seller that IDOT requires certification that the right-of-way for the project has been acquired. Provided, however, that if IDOT does not require certification by March 1,

2021, this Contract shall be null and void without further action by either Party hereto, and neither Party shall thereafter have any liability hereunder to the other Party.

7. **Leaseback.** Simultaneously with the transfer of title, the Parties will enter into a lease agreement by which the Buyer will lease the Property to the Seller, as set forth in the attached Exhibit A.

8. **Encumbrances.** The Seller warrants that no contracts for the furnishing of any labor or material to the land, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the Property.

9. **Disclosures.** Because the Property is vacant and without any improvements, there is no need to provide for the possible loss of any improvement, and the Buyer waives the Seller's compliance with any required disclosures.

10. **Representation of Seller.** The Seller represents that the persons executing this Agreement on behalf of the Seller has the authority to do so and to bind the Seller according to its terms.

11. **Environmental disclosure.** The Seller warrants that to the best of its knowledge and belief the Property is free of pollution and/or contamination and/or any environmental condition that might affect the marketability or usability of the Property for commercial or residential purposes. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing which affects either the value of the Property or its use for a commercial or residential purpose, the Buyer shall notify the Seller in writing of such concern or violation. If the Parties do not come to an agreement regarding an adjustment of the purchase price based upon the cost of environmental remediation and associated costs within thirty (30) days of written notice to the Seller, the Buyer shall have the right to terminate the contract by written notice to the Seller.

12. **Default.**

- A. If the Buyer fails to make any payment due to the Seller hereunder or fails to perform any acts required by it hereunder by the due date thereof, then the Seller may, at its option by written notice, demand that said defaults be cured within ten (10) days. If said defaults are not cured within ten (10) days from said notice, then the Seller may take one or more of the following actions: re-sell the Property to another buyer; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against the Buyer; and maintain any other different remedy allowed by law.
- B. In the event of the Seller's default, the Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of Contract; maintain a specific performance action against the Seller; and maintain any other or different remedy allowed by law.

- C. If either Party defaults in any of its obligations under this Contract, then the Party not in default will be entitled to recover its costs and attorneys' fees caused by the other's default from the defaulting Party.

**13. Notices.** Any notice required under the Contract to be served upon the Seller or Buyer will be effective when deposited in the U.S. mail, postage prepaid, first class, and addressed to the Party; or delivered to a commercial courier. The Parties' addresses are as follows and may be changed by notifying the other Party in the manner set forth in this Section.

Seller: Judy K. Heimbürger, c/o Hatch Law Firm, P.C., 115 N. Neil Street, Champaign, IL 61820

Buyer: Public Works Director, City of Urbana, 706 South Glover Avenue, Urbana, IL 61802

**14. Condition of property.** Except as provided in Paragraph 11, the Buyer agrees to accept the Property in its "as-is" condition, and the Sellers disclaim all warranties express or implied as to the condition of the Property.

**15. Crop rights; damage.**

- A. The Seller shall retain title to any crops growing on the Property and not harvested at the closing of this transaction.
- B. To the extent that any of the Seller's growing crops on adjacent property are damaged during construction of the roadway described herein, the Buyer will pay for any such crops so damaged based upon the average yield per acre of the crops taken from the surrounding fields in question multiplied by the spot cash price of the crop at a local elevator determined by the Seller at the time of harvest.

**16. Performance after closing.** To the extent that any of the terms and conditions of this Contract require performance after the closing date, the Parties agree to remain bound to complete such performance and the terms and conditions of this Contract, and such future performances shall not be deemed merged into any deed delivered pursuant to this Contract and all such rights and obligations shall remain in full force and effect.

**17. Execution and counterparts.** This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the person executing it as Seller covenants that she is trustee for the record owner of the Property and has full power and authority to so execute and deliver this Contract.

**18. Binding effect.** This Contract is binding upon the respective Parties and on their successors and assigns and applies to both of the Parties regardless of the singular term.

**19. City Council approval.** This Contract will be valid only after its approval by resolution or ordinance of the Buyer's City Council.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates indicated below.

**Seller:**

Judy K. Heimburger  
Judy K. Heimburger, as Trustee aforesaid

9-18-13  
Dated

APPROVED AS TO FORM:

William L. Hatch  
William L. Hatch Dated  
Hatch Law Firm, P.C.  
115 N. Neil Street  
Champaign, IL 61820

9-18-13

**Buyer:**

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor      Dated

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Phyllis Clark  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Curt Borman      Dated  
City of Urbana Legal Division  
400 S. Vine Street  
Urbana, IL 61801

\_\_\_\_\_

## Exhibit A

### Lease Between the City of Urbana and the Judy K. Heimbürger Trust for a Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois

THIS LEASE is made and entered into between THE CITY OF URBANA, an Illinois municipal corporation ("Lessor"), and JUDY K. HEIMBURGER, not individually, but as Trustee of the Judy K. Heimbürger Trust, dated August 5, 2005 ("Lessee"). The Lessor and the Lessee are sometimes referred to as a "Party" or the "Parties."

#### Background

The Lessor, in cooperation with Champaign County, intends to construct a roadway known as FAP Route 813 on Olympian Drive ("Roadway") on the property ("Property") hereinafter described. This roadway is a public work for a public purpose. The Lessor is acquiring the Property for the explicit purpose of constructing the Roadway.

Because construction of the Roadway will not begin immediately, the Lessee desires to use the Property for agricultural purposes until construction commences and under the terms and conditions set forth below.

If the Lessor subsequently decides not to construct the Roadway, it desires to give the Lessee an opportunity to purchase the Property as provided herein. Therefore, the Parties agree as follows:

1. **Description of Property.** The Lessor leases to the Lessee and the Lessee leases from the Lessor the following Property:

P.I.N.: 25-15-29-400-021

Legally described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMER TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 988 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 162 FEET; THENCE EAST 160 FEET; THENCE SOUTH 162 FEET; THENCE WEST 160 FEET MORE OR LESS TO THE HALF SECTION LINE BEING THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT:

Lease Between the City of Urbana and the Judy K. Heimbürger Trust for a Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois

JAMESTOWN SUBDIVISION NO. 1 RECORDED JANUARY 2, 2003 AS DOCUMENT 2003R00014.

AND ALSO EXCEPT:

MIDDLEFORK SUBDIVISION NO. 1 RECORDED OCTOBER 19, 2000 AS DOCUMENT 2000R24369.

AND ALSO EXCEPT:

ILLINOIS FARM TO TABLE SUBDIVISION RECORDED SEPTEMBER 23, 2008 AS DOCUMENT 2008R24978.

SAID NET TRACT CONTAINS 16.96 ACRES, MORE OR LESS.

2. **Term.** The term of this Lease is three (3) years, commencing on the closing of the transaction described in the Contract for Sale of Real Estate between the Parties, to which this Lease is attached as an Exhibit, unless sooner terminated by breach of the terms and conditions of this Lease or as provided in Section 3 herein. Said term may be extended for an additional year or years upon mutual written consent of both Parties.
3. **Use; Surrender.**
  - 3.1. The Lessee may use the Property for agricultural purposes, subject to all zoning regulations, restrictions, encumbrances, covenants, rules, ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction.
  - 3.2. Prior to construction of the Roadway, the Lessee may use all of the Property. Upon commencement of construction, the Lessee shall have no further right to possess the Property.
  - 3.3. The Lessor shall provide written notice to the Lessee not fewer than six months in advance of the date the Lessor will require possession of the Property. The Lessor's determination of the date it will require possession of the Property for construction is final, binding, and conclusive. The Lessee shall surrender possession on or before the date the Lessor designates on said written notice.
  - 3.4. The Lessee shall not cause or allow any undue waste on the Property and shall contract and pay for all utilities, water, fertilizer, and other supplies used on the Property.
4. **Rent.** The Lessee agrees to pay the Lessor three dollars (\$3.00), which represents annual rent of one dollar (\$1.00), payable upon execution of this Lease. There shall be no rent adjustment either now or in the future if the Lessee surrenders the Property for construction of the Roadway prior to the end of the term of this Lease.
5. **First Refusal.** If Roadway construction does not commence by September 1, 2021, the Lessee will have a nontransferable right of first refusal to purchase the Property at a price no greater than \$35,000 per acre. The right of first refusal shall extend for not more than sixty days from the date of the Lessor's written purchase offer. If the Lessee does not

accept the purchase offer within the time provided, the Lessee will be deemed for all purposes to have refused to purchase the Property.

6. **Right of Entry.** The Lessor reserves the right of its agents, employees, or assigns to enter the Property at any reasonable time to consult with the Lessee or to make repairs, improvements, or inspections. None of the foregoing is to interfere with the Lessee in carrying out regular farming operations.

7. **Indemnification.** The Lessee will be solely responsible and liable for any damage or injuries arising from its use of the Property during the term of this Lease and shall indemnify, defend, and hold the Lessor harmless from all costs of such damage or injuries, including attorney's fees, except for those costs arising from the negligent acts or omissions or willful misconduct of the Lessor, its employees, or agents.

8. **Default.** If either Party fails or neglects to comply with any provision of this Lease, and such default continues for thirty (30) days after written notice is given, the other Party may terminate this Lease.

9. **Assignment.** The Lessee will neither assign this Lease nor sublet the Property without the Lessor's prior express written consent. Any attempted assignment or sublease without the Lessor's consent will be void and will constitute a material breach of this Lease.

10. **Liens.** The Lessee shall keep the Property free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee.

11. **Bankruptcy.** If the Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of the Lessee, the Lessor may terminate this Lease.

12. **Entire Agreement.** This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on the Parties except to the extent incorporated in this Lease. Any modification of this Lease must be in writing and must be signed by the Parties.

13. **Notices.** Except where the terms of this Lease expressly provide otherwise, all notices required or permitted by this Lease shall be in writing and shall be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier. The Parties' addresses are as follows and may be changed by notifying the other Party in the manner set forth in this Section.

Lessee: Judy K. Heimbürger, c/o Hatch Law Firm, P.C., 115 N. Neil Street, Champaign, IL 61820

Lessor: Public Works Director, City of Urbana, 706 South Glover Avenue, Urbana, IL 61802

14. **Governing law.** This Lease will be construed in accordance with the laws of the State of Illinois, and the Parties subject themselves to the venue and jurisdiction of Champaign County, Illinois.

15. **Severability.** All of the provisions of this Lease are severable. If any provision of this Lease is deemed to be unenforceable for any reason, the remainder of the Lease will remain in full force and effect to the extent permitted by law.

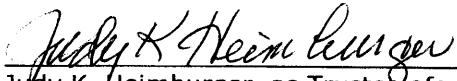
16. **Waiver.** No waiver by either Party of any default or breach of any term, condition, or covenant of this Lease will be a waiver of any other breach of any other term, condition, or covenant.

17. **Execution by Counterpart.** This Lease may be executed in counterparts, each of which will for all purposes be deemed to be an original and all of which will together constitute one and the same instrument.

18. **City Council approval.** This Lease will be valid only after its approval by resolution or ordinance of the Lessor's City Council.

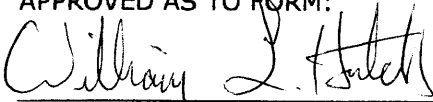
IN WITNESS WHEREOF, the Parties have executed this Lease at Champaign County, Illinois, on the dates as stated below.

**Lessee:**

  
\_\_\_\_\_  
Judy K. Heimbürger, as Trustee aforesaid

9-18-13  
\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William L. Hatch  
Hatch Law Firm, P.C.  
115 N. Neil Street  
Champaign, IL 61820

9-18-13  
\_\_\_\_\_  
Dated

**Lessor:**

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

\_\_\_\_\_  
Dated

ATTEST:

\_\_\_\_\_  
Phyllis Clark  
City Clerk

APPROVED AS TO FORM:

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Curt Borman  
City of Urbana Legal Division  
400 S. Vine Street  
Urbana, IL 61801

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Dated

**ORDINANCE NO. 2013-10-095**

**AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL ESTATE**

**(A Real Estate Parcel with Permanent Index Number 25-15-29-400-021, Located in Champaign County, Illinois / Heimbürger Farm)**

**WHEREAS**, pursuant to Subsection (b) of Section 2-118 of the Urbana City Code, any real estate now or hereafter owned by the City may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

**WHEREAS**, concurrently with the purchase of a real estate parcel with Permanent Index Number 25-15-29-400-021, in Champaign County, Illinois (Heimbürger Farm), and more particularly described below, the City is desirous of leasing the property, which the City will temporarily not utilize, but of which the City desires to retain ownership; and

**WHEREAS**, the City Council expressly finds and declares that said property is not needed for governmental purposes or proprietary activity of the City of Urbana during the term of the proposed lease; and

**WHEREAS**, the Judy Heimbürger is desirous of leasing said property for farming purposes; and

**WHEREAS**, after due publication of notice in accordance with Subsection (a) of Section 2-118 of the Urbana City Code, a regular standing committee of the City Council held a public hearing to consider the proposed lease on October 14, 2013; and

**WHEREAS**, the City of Urbana and Judy Heimbürger have agreed upon the terms of a lease regarding the property; and

**WHEREAS**, the City Council finds that the best interests of the City are served by entering into such a lease.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

A Lease between the City of Urbana and Judy Heimbürger for a real estate parcel with Permanent Index Number 25-15-29-400-021, in Champaign County, Illinois (Heimbürger Farm), and legally described below, substantially on such terms as contained in the Lease attached hereto and incorporated herein, is hereby authorized and approved:

Permanent Parcel Number 25-15-29-400-021

Legally described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST

OF THE THIRD PRINCIPAL MERIDIAN, SOMER TOWNSHIP. CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

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SAID NET TRACT CONTAINS 16.96 ACRES, MORE OR LESS.

**Section 2.**

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 authorized to attest to said execution of said Lease as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the alderpersons then holding office and the mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the corporate authorities.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:



ABSTAINED:

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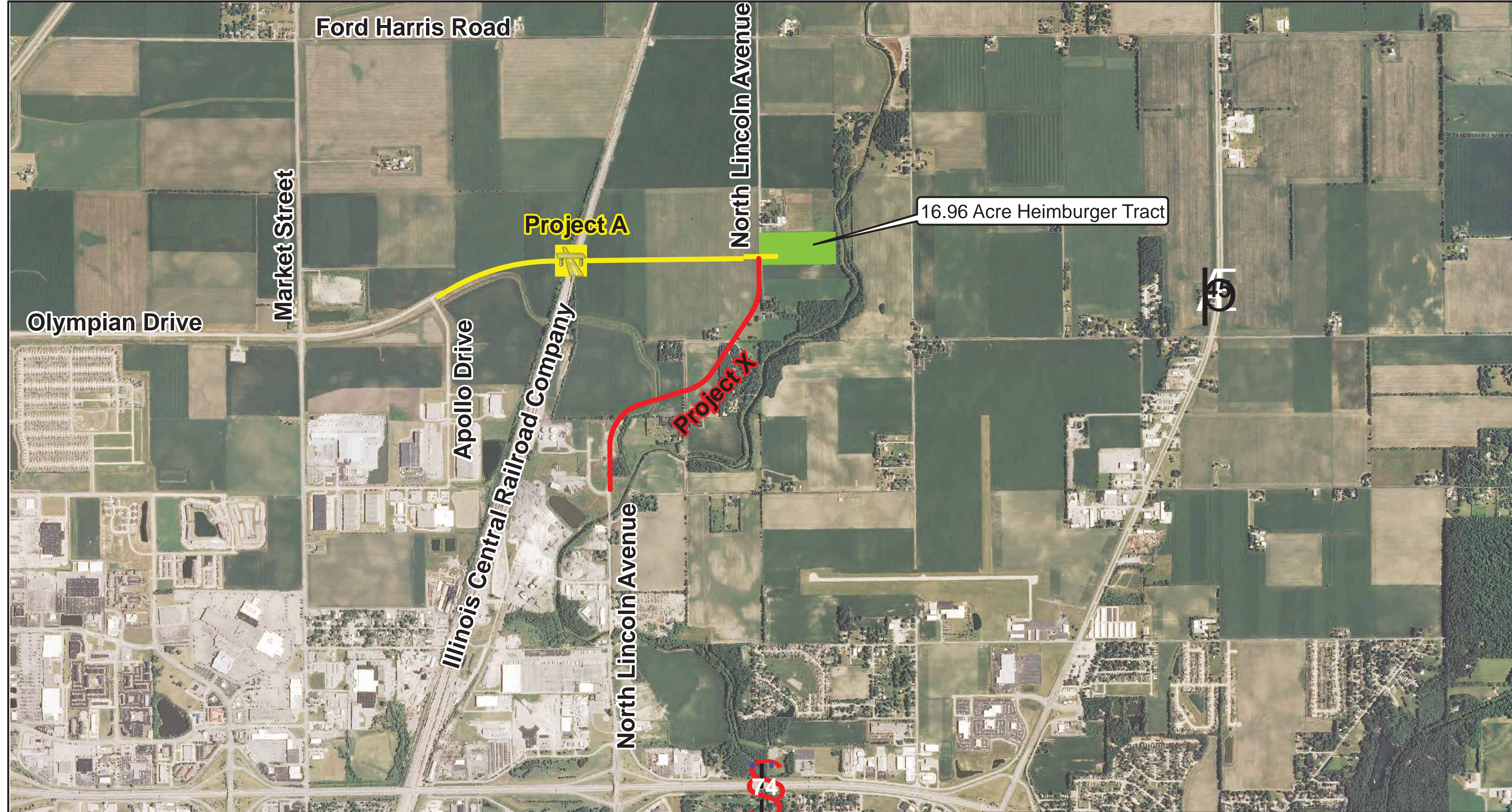
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Laurel Lunt Prussing, Mayor





**Legend**

- 16.96 Acre Heimburger Tract
- Project A
- Project X
- Proposed Olympian Drive Bridge over ICRC



**3**



**Location Map**

Proposed 16.96 Acre Heimburger Tract

Job Number 10L0007





## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Urbana, Illinois will hold a public hearing at 7:00 p.m., Monday, October 14, 2013 in the Council Chambers of the Urbana City Building, 400 South Vine Street, Urbana, Illinois, for the purpose of receiving public comment regarding a proposed ordinance authorizing the lease of a parcel of real estate with the Permanent Index Number 25-15-29-400-021, located in Champaign County, Illinois (Heimbürger Farm).

Persons with disabilities needing special services or accommodations for this hearing should contact the City of Urbana's Americans with Disabilities Coordinator at 217.384.2466 or TTY at 217.384.2447.