

ORDINANCE NO. 9596-65

AN ORDINANCE
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
OWNED BY THE CITY OF URBANA
(Former Wabash Railroad Right-of-Way)

WHEREAS, Subsection (a), entitled "Sale of real estate," of Section 2-118, entitled "Purchase, sale, lease, etc., of real estate," of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the City Council now desires to sell a portion of the former Wabash Railroad Right-of-Way immediately east of Central Avenue, Urbana, Illinois, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, on December 17, 1995, the City Clerk of the City of Urbana published a notice of public hearing on the question of sale of said real estate in the Champaign-Urbana News-Gazette, said notice stating the time, place, and date of public hearing and describing the property that may be sold; and

WHEREAS, on January 2, 1996, the Urbana City Council held a public hearing to accept comments regarding proposed sale of said real estate; and

WHEREAS, the City Council expressly finds and declares that said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That the City of Urbana hereby approves the agreement attached hereto and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana. The attached agreement relates to the following described premises, located in Urbana, Illinois.

A part of the Southwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

All of the Wabash Railroad Company Right-of-Way between the East Right-of-Way line of Central Avenue and the East line of Lot 3 of S.T. Busey's First Addition to Urbana, said Right-of-Way being further described as:

Commencing at the intersection of the East Right-of-Way line of Central Avenue with the North Right-of-Way line of Griggs Street; Thence $N0^{\circ}-06'-47''W$, an assumed bearing, along said East Right-of-Way line of Central Avenue, 68.80 feet, to the POINT OF BEGINNING, said point being the intersection of the South Right-of-Way line of Central Avenue; Thence, continuing $N0^{\circ}-06'-47''W$, along said East Right-of-Way line, 33.01 feet to the North Right-of-Way line of said Wabash Railroad; thence $S88^{\circ}-57'-55''E$, along said North Right-of-Way line, 263.31 feet to the East line of Lot 3 of S.T. Busey's First Addition to Urbana; Thence, $S0^{\circ}-19'-25''E$, along the East line of said Lot 3, 33.01 feet, to the South Right-of-Way line of said Wabash Railroad; Thence, $N88^{\circ}-57'-55''W$, along said South Right-of-Way line, 263.43 feet, to the POINT OF BEGINNING.

Said Right-of-Way containing 8,691.33 square feet or 0.20 acres, more or less. All situated in the City of Urbana, Champaign County, Illinois.

2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all Alderpersons then holding office and the Mayor of the City of Urbana, Illinois, on the 2nd day of January, 1996.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, and Mayor Satterthwaite


NAYS: Taylor, Whelan

ABSTAINS:



Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 11th day of January,
1996.



Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 29th day of March, 1996, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as "SELLER," and THE MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY, ILLINOIS, an Illinois not-for-profit corporation, hereinafter referred to as "BUYER."

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1. Sale. The SELLER agrees to sell and convey, and BUYER agrees to buy, the following described parcel of real estate:

A part of the Southwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

All of the Wabash Railroad Company Right-of-Way between the East Right-of-Way line of Central Avenue and the East line of Lot 3 of S.T. Busey's First Addition to Urbana, said Right-of-Way being further described as:

Commencing at the intersection of the East Right-of-Way line of Central Avenue with the North Right-of-Way line of Griggs Street; Thence $N0^{\circ}-06'-47''W$, an assumed bearing, along said East Right-of-Way line of Central Avenue, 68.80 feet, to the POINT OF BEGINNING, said point being the intersection of the South Right-of-Way line of Central Avenue; Thence, continuing $N0^{\circ}-06'-47''W$, along said East Right-of-Way line, 33.01 feet to the North Right-of-Way line of said Wabash Railroad; thence $S88^{\circ}-57'-55''E$, along said North Right-of-Way line, 263.31 feet to the East line of Lot 3 of S.T. Busey's First Addition to Urbana; Thence, $S0^{\circ}-19'-25''E$, along the East line of said Lot 3, 33.01 feet, to the South Right-of-Way line of said Wabash Railroad; Thence, $N88^{\circ}-57'-55''W$, along said South Right-of-Way line, 263.43 feet, to the POINT OF BEGINNING.

Said Right-of-Way containing 8,691.33 square feet or 0.20 acres, more or less. All situated in the City of Urbana, Champaign County, Illinois.

2. Purchase Price. The agreed purchase price of One Dollar (\$1.00) shall be paid in cash at closing but from such purchase price shall be first deducted the credits and other deductions allowed to SELLER in this contract.

3. Evidence of Title. Within a reasonable time, SELLER shall deliver to BUYER as evidence of SELLER's title a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the Subject Property in BUYER's name for the amount of purchase price. BUYER shall be responsible for payment of the owner's premium and any and all search charges.

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 are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; and existing mortgages to be paid by SELLER or assumed by BUYER at closing.

If title evidence discloses exceptions other than those permitted, BUYER shall give written notice of such exceptions to SELLER within a reasonable time. SELLER shall have a reasonable time to have such title exceptions removed, or, any such exceptions which may be removed by the payment of money may be cured by deductions from the purchase price at the time of closing. IF SELLER is unable to cure such exceptions, then BUYER shall have the option to terminate this contract.

4. Conveyance. Conveyance shall be by a quit claim deed to the BUYER.
5. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be SELLER's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Subject Property as of the date of this Contract shall be SELLER's expense. All such taxes and special assessments shall constitute a credit to BUYER against the purchase price and shall release SELLER from any further liability to BUYER in connection therewith.
6. Closing. Closing shall be at the office of the Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before March 31, 1996. Possession of the premises shall be delivered to BUYER upon closing.
7. Leases. SELLER affirms that the Subject Property is vacant as of the date of this Sales Contract. SELLER further affirms that it is not party to a lease or contract sale with respect to the Subject Property as of the date of this Sales Contract. SELLER shall not permit or allow or create

any leases or allow or permit the renewal or extension of any lease, with respect to the Subject Property. It is agreed that the non-leasing provisions of this contract are material, and, if SELLER violates this provision regarding the non-leasing of the Subject Property, BUYER may, at its option, immediately declare this contract null and void.

8. Condition of Property. BUYER agrees to accept the Subject Property in its "as-is" condition, and SELLER disclaims all warranties express or implied as to the condition of the premises.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

BUYER: MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

BY:

ATTEST:

SELLER: CITY OF URBANA, ILLINOIS

BY:

ATTEST:

James R. [Signature]

Ted [Signature]

Sharon J. Robert, Deputy Clerk