

AN ORDINANCE AUTHORIZING THE PURCHASE OF A PARCEL OF REAL ESTATE FROM THE EASTERN ILLINOIS FOOD BANK

WHEREAS, the City of Urbana, Illinois has heretofore acquired an Option to purchase the parcel of real estate described immediately below:

All of Lots 1 and 2 lying South of a line 50 feet Southerly by rectangular measurements from the center line of the Original Main Track of the Peoria and Eastern Railway Co., except that portion of said Lots 1 and 2 lying South of the Right-of-Way of the Wabash Railroad Company, and except that portion of said Lots 1 and 2 lying 15 feet South of and 18 feet North of the center line of the Wabash Railroad Company's Main line track, all in S. T. Busey's First Addition to the City of Urbana, in Champaign County, Illinois.

Said parcel being Parcel 1 as described in a Trustee's Deed, dated February 8, 1993, and recorded February 8, 1993, as Document Number 93R03133, in Book 1885 at Page 853 in the Office of the Recorder, Champaign County, Illinois, and shown as Parcel 1 on a Plat of Boundary Resurvey, prepared by Thomas B. Berns, Illinois Professional Land Surveyor Number 2006, dated November 22, 1993.

a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, it is deemed to be in the best interests of the City of Urbana to exercise the rights granted to the City under the said Option and to acquire the said parcel of real estate for purposes of creating additional off-street parking.

NOW THEREFORE, BE IT ORDAINED BY THE URBANA CITY COUNCIL that the City Attorney is authorized to take all necessary steps to exercise the rights granted to the City under the said Option and to close the contract for acquiring the subject parcel under the terms and conditions set forth in the said Contract.

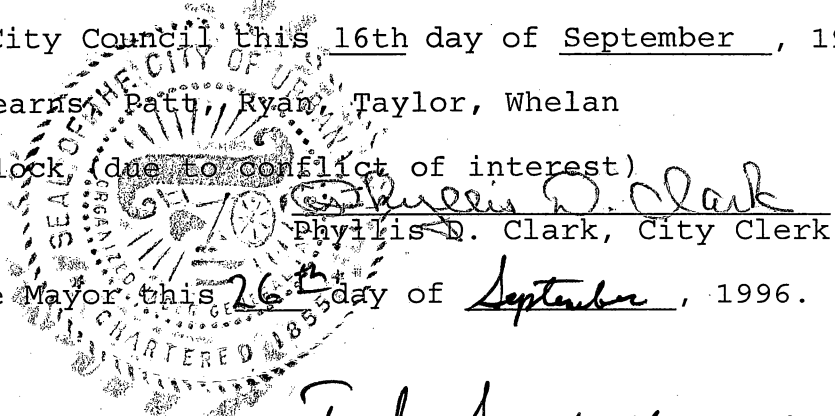
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Urbana City Council at a regular meeting of said Council.

PASSED by the City Council this 16th day of September, 1996.

AYES: Hayes, Kearns, Patu, Ryan, Taylor, Whelan

NAYS:

ABSTAINED: Pollock (due to conflict of interest)



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 26th day of September, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor



Community Development Services

115 West Main Street, Suite 200
Post Office Box 946
Urbana, Illinois 61801-0946
(217) 384-2444
FAX (217) 384-2363

September 11, 1996

Ms. Teola Trowbridge, President
Eastern Illinois Food Bank
208 W. Griggs Street
Urbana, IL 61801

Dear Ms. Trowbridge:

This letter serves as a commitment by the City to transfer several land parcels that would eliminate building encroachment and setback problems for the Foodbank, permit the Food Bank to proceed with construction of a loading dock on the east side, clean up the alignment of the Griggs Street public right-of-way, and allow the City to proceed with expansion of a public parking lot. Attached to this letter of commitment is an option to purchase real estate and a contract for sale of real estate that will permit the City to acquire the parcel of land the Food Bank owns immediately north of its building and expand a public parking lot for thirty-one additional parking spaces.

In addition to our promises and covenants outlined in the attached real estate contract I can offer the following assurances regarding the future development and use of Food Bank property.

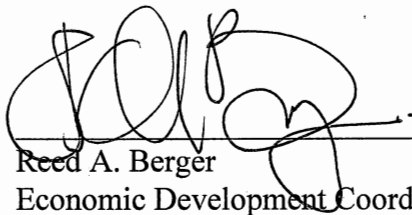
1. Based on the attached site plan for the proposed Food Bank loading dock prepared by Riley Glerum on August 12, 1996 our engineers have prepared a plan for the proposed transfer of land parcels. The City will bear the full cost for preparing a replat based on this plan, including all engineering costs for said preparation. This plat plan is attached for your reference. Upon and within no more than thirty days after the execution of the option and contract the City will cause the transfer of real estate necessary to build the proposed loading dock according to the proposed site plan and proposed plat.
2. The attached site plan for the loading dock conforms to all zoning setback requirements and other zoning development regulations.
3. The existing parking use in the Griggs Street right-of-way adjacent to the Food Bank property may continue under the "grandfather" principle as a legally non-conforming use accessory to the existing building.
4. The City will reduce the existing drainage problems along the north wall of the Food Bank building by constructing the parking lot with storm drains that will connect to Food Bank roof drains at no cost to the Food Bank.

In summary, the City proposes to offer the Food Bank \$7,604 for its north parcel and guarantee its right to build the loading dock as proposed, improve the drainage along the north side of the property, and permit existing parking in the right-of-way to continue.

If you agree with the terms of the attached option and contract, and this letter of commitment is acceptable to you, please sign and return these documents to my attention at your earliest convenience so that City Council may consider this proposed land transfer at its meeting scheduled for 7:30 pm on Monday, September 16, 1996.

I would like to thank you, the Food Bank board, and your staff for your cooperation and patience as we attempt to complete this complex transaction.

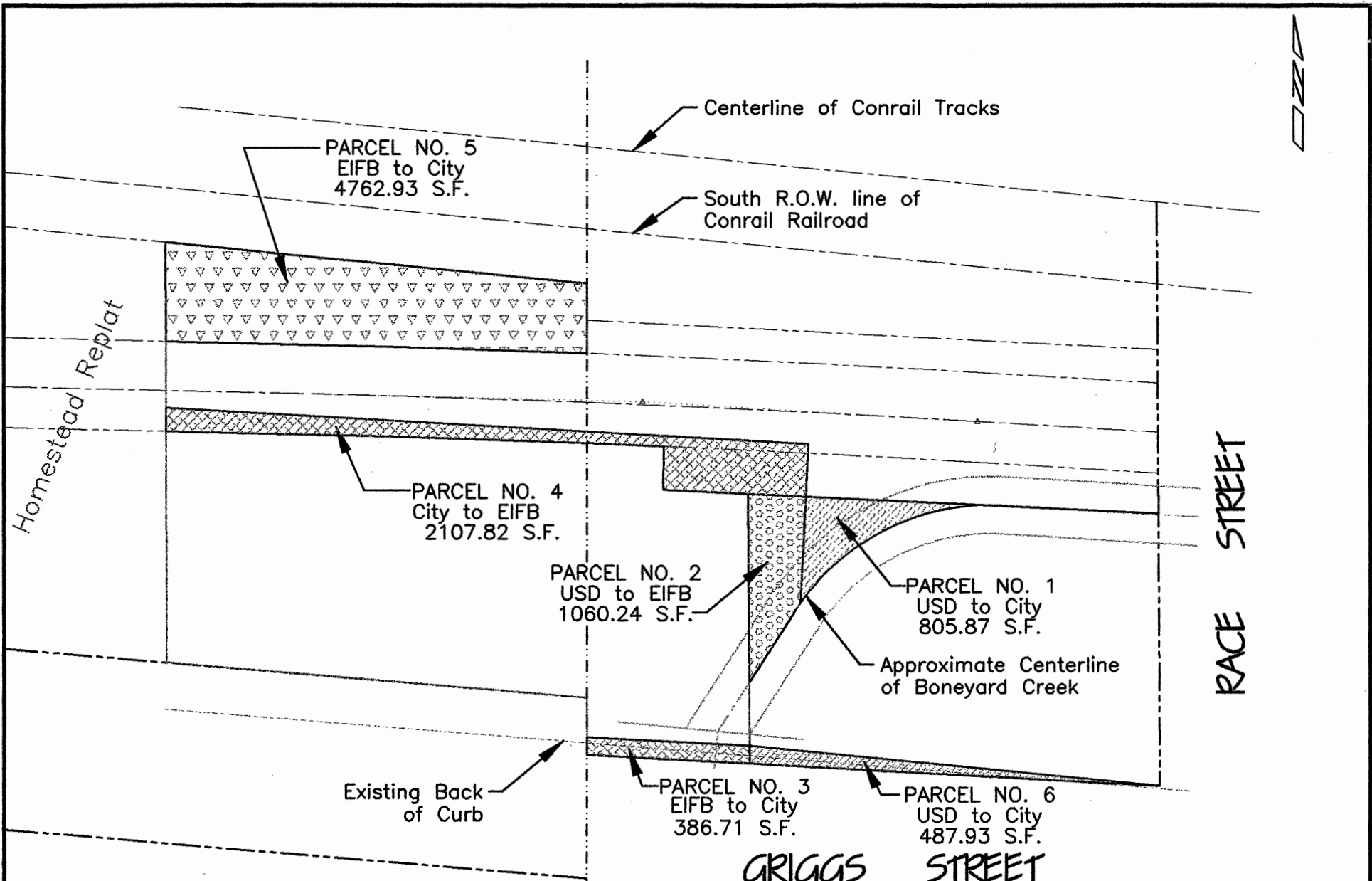
Sincerely,



Reed A. Berger
Economic Development Coordinator

enc.

- c. Carol Baker
- April Getchius
- Riley Glerum
- Craig Grant
- Bill Gray
- Pamela Heydt
- Traci Nally
- Pat Pioletti
- Jack Waaler
- Bruce Walden



PARCEL NUMBER	HATCH PATTERN	PROP. TRANSFER	S.F.
1	[Diagonal Hatch]	USD to City	805.87
2	[Circular Hatch]	USD to EIFB	1060.24
3	[Cross Hatch]	EIFB to City	386.71
4	[Diagonal Hatch]	City to EIFB	2107.82
5	[Inverted Triangle Hatch]	EIFB to City	4762.93
6	[Diagonal Hatch]	USD to City	487.93

LEGEND
 USD = Urbana School District
 EIFB = Eastern Illinois Food Bank
 City = City of Urbana



Plat Plan
City of Urbana
Public Works Department
Engineering Division
 Surveyed/Drawn: BWF Date: 9/5/96

Homestead Replat

PARCEL NO. 5
EIFB to City
4762.93 S.F.

Centerline of Conrail Tracks

South R.O.W. line of
Conrail Railroad

PARCEL NO. 4
City to EIFB
2107.82 S.F.

PARCEL NO. 2
USD to EIFB
1060.24 S.F.

PARCEL NO. 1
USD to City
805.87 S.F.

Approximate Centerline
of Boneyard Creek

Existing Back
of Curb







PARCEL NO. 3
EIFB to City
386.71 S.F.

PARCEL NO. 6
USD to City
487.93 S.F.

GRIGGS STREET

RACE STREET

EXHIBIT "A"

PARCEL NUMBER	HATCH PATTERN	PROP. TRANSFER	S.F.
1		USD to City	805.87
2		USD to EIFB	1060.24
3		EIFB to City	386.71
4		City to EIFB	2107.82
5		EIFB to City	4762.93
6		USD to City	487.93

LEGEND

USD = Urbana School District
EIFB = Eastern Illinois Food Bank
City = City of Urbana

Plat Plan



City of Urbana
Public Works Department
Engineering Division

Surveyed/Drawn: BWF Date: 9/5/96

**RESOLUTION AUTHORIZING EXCHANGE WITH CITY OF URBANA, ILLINOIS
BOARD OF EDUCATION; URBANA SCHOOL DISTRICT #116
CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, the City of Urbana, Illinois (City) has entered into negotiations with representatives of Illinois Food Bank (Food Bank) and with Urbana School District # 116 (School), to acquire certain parcels of land by deed and by easement to facilitate the expansion of municipal parking facilities north of Griggs Street and West of Race Street in Urbana, and assist proposed construction by Food Bank; and,

WHEREAS, this School requires additional parking spaces to serve its employees, students and patrons who use the administrative offices and the Adult Education Center; and,

WHEREAS, City has agreed to lease to School without charge, thirty-one (31) parking spaces on said expanded municipal parking facility for a term of one year to begin upon the availability of said parking spaces; as consideration for said lease, School is to dedicate and/or convey to City certain small, vacant parcels which are herein identified on a preliminary Plat Plan, attached hereto and identified for reference as "Exhibit A";

NOW THEREFORE, BE IT RESOLVED by this Board of Education as follows:

A. The Board hereby finds and determines that the aforesaid exchange will be to and serve the best interests of the School.

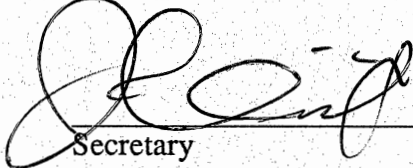
B. Carol Baker as Director and Business/Financial Services for School, or alternatively, Dr. Gene Amberg as Superintendent of Schools, is by these presents, hereby authorized and directed to execute, acknowledge and deliver the following documents for and in behalf of this Board and School:

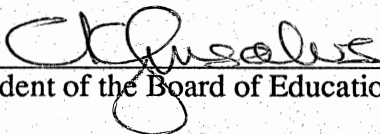
1. A formal Plat prepared by or for the Engineering Division of the Public Works Department of the City of Urbana which sets forth the precise legal description of all parcels involved, and identifies the same by letter or number.
2. A lease agreement with City by which School is to be provided 31 parking spaces, located south of Conrail Tracts and West of Race Street in Urbana, Illinois without charge, and for a term of one year to begin upon availability.
3. Dedication to City of the triangular shaped Parcel 6 which abuts Griggs Street in Urbana, IL.
4. Deed which conveys to City the triangular shaped, land locked and vacant Parcel 1 which is adjacent to and comports part of the Boneyard.
5. Deed which conveys to City (or its nominee), the irregular shaped, land locked and vacant Parcel 2.

C. This Board of Education hereby ratifies the foregoing actions undertaken for and behalf of this Board and School.

Adopted this 15th day of October, 1996.

ATTEST:


Secretary


President of the Board of Education

OPTION TO PURCHASE REAL ESTATE

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) paid in hand, the receipt of which is hereby acknowledged, the Eastern Illinois Food Bank, an Illinois not-for-profit corporation (hereinafter "Seller"), grants to the City of Urbana, Illinois, a municipal corporation (hereinafter "Buyer"), an option to purchase the real estate described in the attached Contract for Sale of Real Estate (hereinafter "Contract"), under the terms and conditions outlined in the said Contract for the period extending until midnight on the ~~1st~~ ^{15th} day of November, 1996.

PAW

This Option can be exercised by the Buyer by giving the Seller written notice of its decision to exercise this Option and delivering such notice to the Seller's agent, Teola Trowbridge at 208 West Griggs Street, Urbana, Illinois ("Notice of Election"). Such Notice of Election need only state that the City elects to exercise the Option herein granted. If the City does elect to exercise this Option, closing shall be held within ten (10) business days following delivery of the said Notice of Election at a time and a place mutually agreed upon. Within a reasonable time after the execution of this Option by Seller, shall deliver to Buyer any evidence of title that it possesses relating to the subject premises.

Seller grants its permission for the Buyer to clear and grade the subject parcel at the Buyer's sole risk and expense and provided that the Buyer restores the subject property to a level and safe condition if Buyer does not acquire the subject premises under this Option by the 15th day of ~~October~~ ^{NOVEMBER} 1996.

PAW
APC

DATED at Urbana, Illinois, this 12th day of September, 1996.

CITY OF URBANA, ILLINOIS, a municipal corporation

EASTERN ILLINOIS FOOD BANK, a not-for-profit corporation

By: *[Signature]*
Chief Administrative Officer

By: *Teola J. Trowbridge*
Its President

ATTEST:
Shirley D. Clark
City Clerk

ATTEST:
Rosemary Costello
Secretary

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made by and between the Eastern Illinois Food Bank, an Illinois not-for-profit corporation (hereinafter referred to as "Seller") and the City of Urbana, Champaign County, Illinois (hereinafter referred to as "Buyer").

W I T N E S S E T H:

1. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase the following described real estate upon the terms set forth in this Contract.

All of Lots 1 and 2 lying South of a line 50 feet Southerly by rectangular measurements from the center line of the Original Main Track of the Peoria and Eastern Railway Co., except that portion of said Lots 1 and 2 lying South of the Right-of-Way of the Wabash Railroad Company, and except that portion of said Lots 1 and 2 lying 15 feet South of and 18 feet North of the center line of the Wabash Railroad Company's Main line track, all in S. T. Busey's First Addition to the City of Urbana, in Champaign County, Illinois.

Said parcel being Parcel 1 as described in a Trustee's Deed, dated February 8, 1993, and recorded February 8, 1993, as Document Number 93R03133, in Book 1885 at Page 853 in the Office of the Recorder, Champaign County, Illinois, and shown as Parcel 1 on a Plat of Boundary Resurvey, prepared by Thomas B. Berns, Illinois Professional Land Surveyor Number 2006, dated November 22, 1993.

2. Purchase Price. Buyer agrees to pay to Seller the total sum of Seven Thousand Six Hundred Four Dollars (\$7,604.00). Such purchase price shall be paid to Seller at closing by check or other form of payment acceptable to Seller. Any sums paid to Seller as consideration for an Option to Purchase shall be credited to Buyer as down payment and deducted from the amount due Seller.

3. Possession and Closing. Closing shall be at the office of the Urbana City Attorney, Urbana, Illinois, or at any other place mutually agreeable between the parties, and on a date mutually agreeable, but no later than the 15th day of ~~October~~, 1996. Possession of the premises shall be delivered to the Buyer upon closing.

NOVEMBER

4. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Quit-Claim Deed sufficient to convey the real estate to the Buyer, to be held by the Seller's attorney as escrow agent for both parties, with copies of executed deed to be delivered to attorneys for both parties, and delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

5. Drainage Language. The City shall, by January 1, 1997, at its sole expense, do the work necessary to improve the drainage near the north side of the Eastern Illinois Food Bank building by taking the

Buyer

storm water coming from the down spouts on the north side of the said building to a drainage system so that the net effect is to lessen the accumulation of storm water on the north side of the said building.

6. Platting. Seller understands that the subject premises shall be included in a replat of the subject parcel along with other parcels; Seller agrees to cooperate in the development and recording of the plat by executing all needful documents relating to such plat, including dedication for right-of-way, but Seller shall not be obligated to pay any of the costs associated with the development and recording of such plat. Seller also agrees to execute a "substitute deed", which substitute deed would convey the subject premises by reference to the plat to be created. It is anticipated that the deed given by the Seller for the closing of the contract which is the subject of this Option may not be recorded and the substitute deed, after the creation and recording the plat, shall be the deed that the Buyer actually records.

7. Taxes and Assessments. Real estate taxes due or to become due shall be the obligation of the Buyer.

8. Notices. Any notice required under the Contract to be served upon Seller or Buyer shall be effective when actually received or on the 3rd day following the date mailed by certified mail to such parties. Notice by mail shall be sent to the address appearing under the party's name below.

For Eastern Illinois
Food Bank:

Teola Trowbridge
208 W. Griggs St.
Urbana, IL 61801

For City of Urbana, Illinois: Bruce Walden
Chief Administrative Officer
400 S. Vine St.
Urbana, IL 61801

9. RESPA/TRA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Tax Reform Act of 1986.

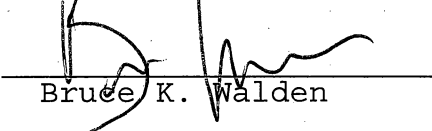
10. Other Conveyances. As part of the consideration hereunder, the City shall cause the conveyances of various parcels to be made all as set forth in the attached letter from Reed Berger to Teola Trowbridge dated the 11th day of September, 1996, a copy of which is attached hereto and incorporated herein by reference.

11. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract.

EASTERN ILLINOIS FOOD BANK,
Seller

CITY OF URBANA, ILLINOIS
Buyer

By: 
Teola Trowbridge

By: 
Bruce K. Walden