

ORDINANCE NO. 2011-04-027

AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL ESTATE

(909 North Lincoln Avenue)

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

WHEREAS, the City is desirous of leasing certain real property (the "parcel"), commonly known as 909 North Lincoln Avenue, Urbana, Illinois, and legally described on Exhibit "A" attached hereto, which the City is temporarily not utilizing, but of which the City desires to retain ownership; and

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

WHEREAS, the Urbana Park District is desirous of leasing said parcel for public park and recreational 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 April 25, 2011; and

WHEREAS, the City of Urbana and the Urbana Park District have agreed upon the terms of a lease regarding the parcel; and

WHEREAS, the Mayor and City Council find 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, ILLINOIS, as follows:

Section 1. A Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 909 North Lincoln Avenue, Urbana,

Illinois, in substantially the form of the copy of said Lease attached hereto as Exhibit "A" and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That 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.

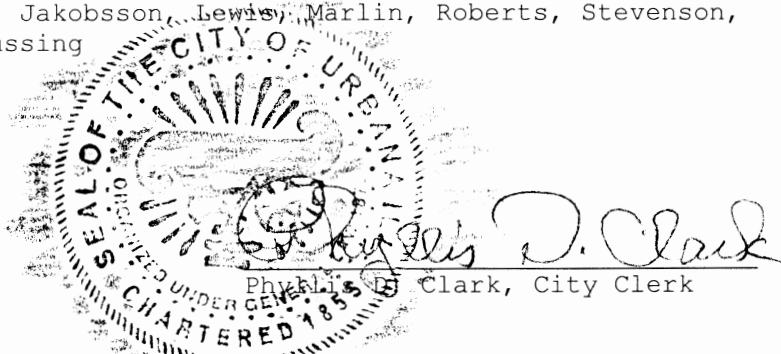
Section 3. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a super-majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 2nd day of May,
2011 .

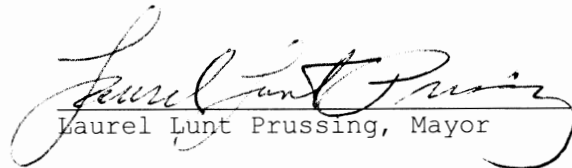
AYES: Bowersox, Jakobsson, Lewis, Marlin, Roberts, Stevenson,
Mayor Prussing

NAYS:

ABSTAINS:



APPROVED by the Mayor this 5th day of May,
2011 .


Laurel Lunt Prussing, Mayor



2011.04-027

Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 909 North Lincoln Avenue, Urbana, Illinois

THIS LEASE IS MADE AND ENTERED INTO between the City of Urbana, a municipal corporation (the "City") and the Urbana Park District, a district organized and existing under the Park District Code of the State of Illinois (the "Park District"). The City and the Park District are sometimes referred to as the "Parties."

In consideration of the premises and of the covenants, conditions and agreements herein contained, the parties agree as follows:

1. The City does hereby lease to the Park District the following parcel of land (the "premises") commonly known as 909 North Lincoln Avenue, Urbana, Illinois, containing no improvements thereon, and further described as follows:

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, being more particularly described as follows:

Beginning 33 feet West and 745 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence West along a line parallel to and 745 feet South of the North line of the Southeast Quarter of the Northeast Quarter of Section 7 aforesaid, a distance of 435.6 feet, thence South a distance of 90 feet, thence East a distance of 435.6 feet, thence North a distance of 90 feet to the point of beginning, except the West 217.80 feet thereof,

Except;

The easterly 7.00 feet of even width of the above described parcel.

All being situated in the City of Urbana, Champaign County, Illinois.

Being a part of PIN number 91-21-07-282-020.

To have and to hold the leased premises for a term of five (5) years, commencing the 1st day of June 2011, and ending on the 30th day of May 2016 (the "initial term"). The Park District agrees to pay the City, at the office of the comptroller of the City, or its successor, as rent for the premises the annual rental of one dollar (\$1.00), payable in advance on the 1st day of April of each year during the term of this lease.

2. At the expiration of the initial term, the lease shall automatically renew and extend itself for additional five (5) year periods (the "renewal terms"), unless sooner terminated as provided herein; provided, however, that the initial term and any renewal terms shall not exceed a total period of twenty (20) years from the date of this lease.

3. The parties agree that the premises are to be used by the Park District exclusively for public park and recreational purposes. The parties agree that no automobile parking shall be permitted on the premises, nor shall the premises be used for vehicular access to or from Lincoln Avenue without the approval of the Urbana City Council.

4. The Park District, upon the written approval of the City's community development services department director and issuance of any applicable permits by the City, shall have the right, at its sole cost and expense during the term of this lease, to construct new buildings, structures, sculptures, or equipment and to attach fixtures and use and install underground facilities and utilities in or upon the premises. All buildings, structures, sculptures, and equipment shall be in harmony with the general park development in the area or with the recreational purpose desired to be served. Those buildings, structures, sculptures, equipment, fixtures, facilities, and utilities so placed in, upon, or attached to the premises by the Park District shall remain the property of Park District, except as otherwise provided below.

5. The parties agree that the Park District shall maintain the premises and buildings, if any, in first-class condition and shall at its own cost and expense make all repairs to the premises and shall perform and maintain all landscaping required by the Urbana City Code; and upon the termination of this lease shall yield the premises to the City in good condition and repair.

6. The Park District covenants to indemnify and hold the City harmless for any and all loss, expense, damage, reasonable attorneys' fees, claims, and demands arising out of the Park District's improvement, maintenance, equipment, or operation of the premises.

7. The City reserves to itself the right at any time to enter upon the premises for the purpose of excavation, for repairing, laying or relaying sewers, drains, water, gas, sidewalks, or other public service purposes and connections now installed or subsequently installed and for the purpose of making any necessary excavations or erection of structures in connection with public utilities and services.

8. The Park District shall not assign this lease, nor any interest in this lease, nor sublet any portion of the premises but may grant permission and authority to any person to occupy and use space within the premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by the Park District.

9. The parties further agree that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six (6) months notice, in writing, to the other party of its intention so to do, and in the event this lease is terminated, then all rights and interests of the parties shall cease, and any permanent building erected by the Park District shall then be, and become the property of the City. At the option of the City, any and all structures placed on the premises by the Park District shall be removed or demolished at the expense of the Park District and the premises restored to the same condition as when initially leased.

10. This lease may be executed in two counterparts, each of which shall constitute one and the same instrument.

FOR THE CITY OF URBANA, a municipal corporation created under and by virtue of the laws of the State of Illinois.

The following legally authorized representative certifies that this Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 909 North Lincoln Avenue, Urbana, Illinois, has been adopted and approved by ordinance or resolution, a copy of which document is attached hereto, or by other manner approved by law.

Signed this 13th day of May, 2011.

By: *Laurel Just*

Title: *Mayor*

ATTEST:

Phyllis D. Clark, Clerk of the City of Urbana

by Debra J. Roberts Deputy Clerk

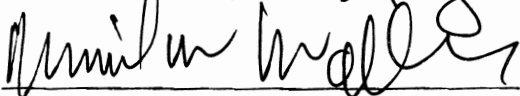
APPROVAL AS TO FORM:

Curt Brown, Attorney for the City of Urbana

FOR THE URBANA PARK DISTRICT, a district organized and existing under the Park District Code of the State of Illinois.

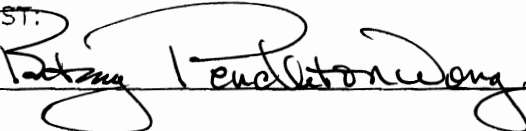
The following legally authorized representative certifies that this Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 909 North Lincoln Avenue, Urbana, Illinois, has been adopted and approved by ordinance or resolution, a copy of which document is attached hereto, or by other manner approved by law.

Signed this 10th day of May, 2011.

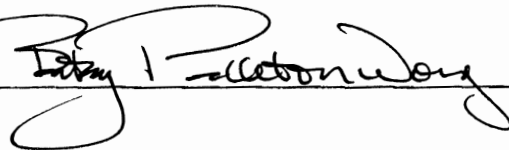
By: 

Title: Board President

ATTEST:

, Secretary for the Urbana Park District Board

APPROVAL AS TO FORM:

, Attorney for the Urbana Park District

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2011R08831

2011-04-227

RECORDED ON
05/03/2011 10:13:28AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 4
PIAT ACT: 0
PIAT PAGE:

SPACE ABOVE THIS LINE FOR RECORDER

SPECIAL WARRANTY DEED

THE GRANTOR, HOWARD WAKELAND, a Married Person, of the City of Urbana, in the County of Champaign and State of Illinois, CRAIG WAKELAND and JANE WAKELAND, Individually and as Husband and Wife, of the City of Urbana, in the County of Champaign and State of Illinois, BRIAN CONWAY and MARTA CONWAY, Individually and as Husband and Wife, of the City of Champaign, in the County of Champaign and State of Illinois for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, GRANT, BARGAIN and SELL to the GRANTEE, CITY OF URBANA, of the County of Champaign and State of Illinois, all of Grantor's right, title and interest in and to the following described real estate:

A part of the Southeast quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois, described as follows:

Beginning 33 feet West and 745 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence West along a line parallel to and 745 feet South of the North line of the Southeast Quarter of the Northeast Quarter of Section 7 aforesaid, a distance of 435.6 feet, thence South a distance of 90 feet, thence East a distance of 435.6 feet, thence North a distance of 90 feet to the point of beginning, except the West 217.80 feet thereof, all situated in Champaign County, Illinois.

EXCEPT: the East 7.00 feet of even and equal width thereof.

Commonly known as 909 N. Lincoln Avenue, Urbana, Illinois.
Permanent Index Number 91-21-07-282-020.

Subject to encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises; easements, or claims of easements not shown by the public records; general real estate taxes for 2011 and subsequent years; covenants, easements, conditions and restrictions of record; road and highways, if any; drainage tiles, feeders, ditches and laterals, if any; all applicable zoning laws and ordinances; the

unexpired term of any existing lease; and acts done or suffered by, or judgments against the Grantee.

The property described herein and conveyed hereby is not homestead property pursuant to the laws of the State of Illinois.

To have and to hold, the above granted premises unto the said Grantee forever.

DATED THIS 23 day of March, 2011.

Howard Wakeland
HOWARD WAKELAND

Craig Wakeland
CRAIG WAKELAND

Jane Wakeland
JANE WAKELAND

Brian Conway
BRIAN CONWAY

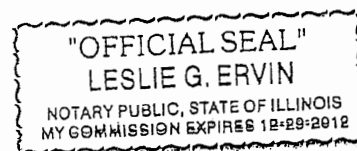
Marta Conway
MARTA CONWAY

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that HOWARD WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23 day of March, 2011.

Leslie G. Ervin
Notary Public



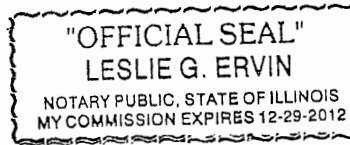
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that CRAIG WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)



I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that JANE WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public

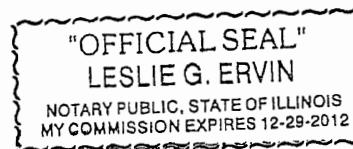
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)



I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that BRIAN CONWAY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public



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2011R08830

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
CITY OF URBANA

RECORDED ON
05/03/2011 10:13:27AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 3
PIAT ACT: 0
PIAT PAGE:

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, that the Grantor(s), HOWARD WAKELAND, CRAIG WAKELAND, JANE WAKELAND, BRIAN CONWAY and MARTA CONWAY of the City of Urbana, in Champaign County, Illinois, for and in consideration of the benefits resulting from the construction and maintenance of the public roadway herein referred to, and other good and valuable consideration, does by these presents, hereby grant, convey and dedicate to the City of Urbana, Illinois, a municipal corporation, for the purpose of a public right of way for public road purposes, a tract of land situated in the County of Champaign and State of Illinois, and described as follows:

A PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 7.00 FEET OF EVEN AND EQUAL WIDTH OF THE FOLLOWING DESCRIBED TRACT, BEING THE SAME TRACT AS DESCRIBED IN A WARRANTY DEED DATED AUGUST 18, 2003 AND RECORDED AUGUST 28, 2003 AS DOCUMENT NUMBER 2003R38851 IN THE OFFICE OF THE RECORDER OF DEEDS, CHAMPAIGN COUNTY, ILLINOIS, TO WIT;

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING 33 FEET WEST AND 745 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG A LINE PARALLEL TO AND 745 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7 AFORESAID, A DISTANCE OF 435.6 FEET, THENCE SOUTH A DISTANCE OF 90 FEET, THENCE EAST A DISTANCE OF 435.6 FEET, THENCE NORTH A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 217.80 FEET THEREOF, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS,

SAID DEDICATION CONTAINING 630.00 S.F., ALL SITUATED IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND BEING A PORTION OF PIN NUMBER 91-21-07-282-020, AND WHOSE COMMON ADDRESS IS 909 N. LINCOLN AVENUE, URBANA, ILLINOIS.

And the Grantor(s) and Grantee further, as a part of this dedication, agree that any City officials having authority as to public roadways, and its representatives, engineers, agents, contractors and employees are hereby authorized to enter into and take full and complete possession of the said tract;

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 23rd day of March, ~~2010~~ 2011

Marta Conway
Howard Wakeland
Brian Conway

Jane Wakeland
G.H. Wabbe

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD WAKELAND, CRAIG WAKELAND, JANE WAKELAND, BRIAN CONWAY and MARTA CONWAY, the GRANTORS, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public



Prepared by & Return To:
Ben Fisher
Urbana Public Works
706 S. Glover Avenue
Urbana, IL 61802
(217) 384-2396

Dedication for right of way accepted by:

William R. Gray
William R. Gray
Public Works Director/City Engineer

DATE: 4/19/11



2011R08831

RECORDED ON
05/03/2011 10:13:28AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 4
PIAT ACT: 0
PIAT PAGE:

SPACE ABOVE THIS LINE FOR RECORDER

SPECIAL WARRANTY DEED

THE GRANTOR, HOWARD WAKELAND, a Married Person, of the City of Urbana, in the County of Champaign and State of Illinois, CRAIG WAKELAND and JANE WAKELAND, Individually and as Husband and Wife, of the City of Urbana, in the County of Champaign and State of Illinois, BRIAN CONWAY and MARTA CONWAY, Individually and as Husband and Wife, of the City of Champaign, in the County of Champaign and State of Illinois for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, GRANT, BARGAIN and SELL to the GRANTEE, CITY OF URBANA, of the County of Champaign and State of Illinois, all of Grantor's right, title and interest in and to the following described real estate:

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EXCEPT: the East 7.00 feet of even and equal width thereof.

Commonly known as 909 N. Lincoln Avenue, Urbana, Illinois.
Permanent Index Number 91-21-07-282-020.

Subject to encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises; easements, or claims of easements not shown by the public records; general real estate taxes for 2011 and subsequent years; covenants, easements, conditions and restrictions of record; road and highways, if any; drainage tiles, feeders, ditches and laterals, if any; all applicable zoning laws and ordinances; the

unexpired term of any existing lease; and acts done or suffered by, or judgments against the Grantee.

The property described herein and conveyed hereby is not homestead property pursuant to the laws of the State of Illinois.

To have and to hold, the above granted premises unto the said Grantee forever.

DATED THIS 23 day of March, 2011.

Howard Wakeland
HOWARD WAKELAND

Craig Wakeland
CRAIG WAKELAND

Jane Wakeland
JANE WAKELAND

Brian Conway
BRIAN. CONWAY

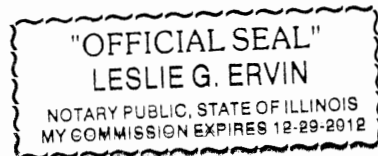
Marta Conway
MARTA CONWAY

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that HOWARD WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23 day of March, 2011.

Leslie G. Ervin
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that CRAIG WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)



I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that JANE WAKELAND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public

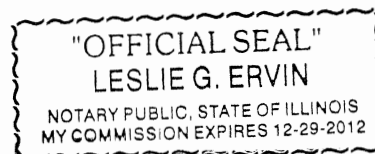
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)



I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that BRIAN CONWAY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that MARTA CONWAY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2011.

Leslie G. Ervin
Notary Public



Exempt pursuant to paragraph (b) of Section 31-45 of the Illinois Real Estate Transfer Tax Act.

Date: 24 April 2011

Jack Wealer, ATTY
Grantor, Grantee or Representative

**FOLLOWING RECORDATION
RETURN TO AND SEND TAX BILL
TO:**

City of Urbana
Legal Division
400 S. Vine Street
Urbana, Illinois 61801

PREPARED BY:

Jenny H. Park
Meyer Capel, A Professional Corporation
306 W. Church Street
P.O. Box 6750
Champaign, Illinois 61826-6750
(217) 352-1800