

ORDINANCE NO. 2011-07-078

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE
(310 West Main Street)**

WHEREAS, Subsection (d), entitled "Purchase 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 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 requirements of said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not apply to the purchase of property; and

WHEREAS, the City Council desires to purchase the real estate commonly known as 310 W Main Street for the purposes of constructing and operating a public parking lot at this location, which said property is now owned by Canaan Baptist Church; 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, ILLINOIS, as follows:

Section 1. An Ordinance approving the Contract for Sale of Real Estate by and between the City of Urbana, Illinois and Canaan Baptist Church, in substantially the form of the copy of said Contract attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract together with all necessary

deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

Section 3. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

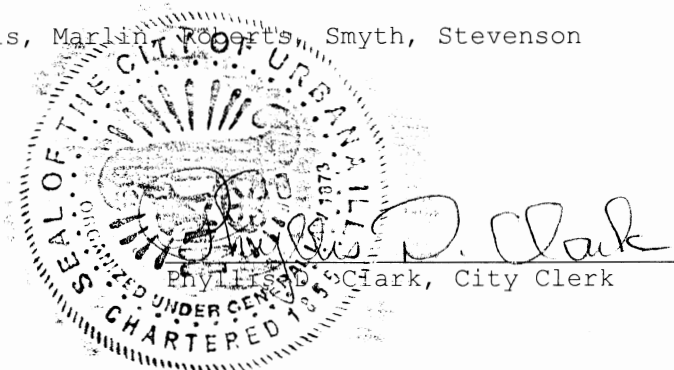
Section 4. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the corporate authorities of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 18th day of July, 2011.

AYES: Bowersox, Lewis, Marlin, ~~Robert's~~ Smyth, Stevenson

NAYS:

ABSTAINS:



APPROVED by the Mayor this 28th day of July, 2011.

CLA Smyth
Laurel Lunt Prussing, Mayor
By: Charles A. Smyth, Mayor Pro-tem

CONTRACT FOR SALE OF REAL ESTATE

RECEIVED
JUN 21 2011
BY: *Rm*

(310 W. Main Street, Urbana, Illinois)

1. Whereas, the Seller, Canaan Baptist Church, an Illinois not-for-profit corporation, with a mailing address of 402 W. Main St., Urbana, IL 61801 (hereinafter sometimes "Canaan"), desires to sell the property described herein for a new public parking lot which will be available for Church use on nights and weekends; and the Buyer, the City of Urbana, Illinois, a municipal corporation, (hereinafter sometimes "City"), seeks to purchase this property to construct and operate an additional public parking lot downtown; Canaan agrees to sell and the City agrees to purchase the following described real estate located at 310 W Main Street, Urbana, Illinois:

A parcel located within the Southeast Quarter of the Southwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, and more particularly described as Lot 13 of Worthy's Addition to the City of Urbana, as per plat recorded in Plat Book "C" at page 26, situated in Champaign County, Illinois; comprising 0.18 acres, more or less.

PIN# 91-21-08-384-009

on the terms set forth herein.

2. Buyer agrees to pay Seller the total sum of Forty Four Thousand Dollars and Zero Cents (\$44,000.00) at closing, less the amount of credits called for herein.
3. **Possession.** Possession shall be delivered at closing which shall occur on or before the 15th day of July, 2011, at 400 S. Vine Street, Urbana, Illinois, or such other place as the

parties agree.

4. **Deed.** At closing, upon payment of the purchase price, Seller shall deliver to Buyer, a recordable Warranty Deed executed by the proper officers of Seller sufficient to convey to Buyer the fee simple absolute title to the subject parcel, subject only to the exceptions allowed herein.
5. Seller warrants there are no contracts for furnishing any labor or material to the subject parcel or any unrecorded leases or other agreements securing rights to use or possession by others.
6. **Property Taxes.** Real estate taxes apportioned through the date of possession shall be the Seller's expense. The proration shall be calculated on the basis of the most recent tax information.
7. **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 doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price. Seller shall be responsible for payment of the owner's premium and Seller's search charges. The balance of the cost of proving the title insurance for Buyer shall be borne by the Buyer.

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 premises and which do not restrict reasonable use of the premises; existing mortgages to be paid by Seller 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 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 Seller is unable to cure such exception, then Buyer shall have the option to terminate this contract.

8. **Parking lot.** Buyer agrees to construct a parking lot by November 1, 2012 containing a minimum of sixteen parking spaces and to maintain it for use as a public parking lot for a minimum of fifty (50) years from the date of recording the deed conveying the subject property to the Buyer. Buyer agrees to not lease parking spaces in the parking lot to any user for exclusive use between the hours of 5:00 p.m. and 7:00 a.m. on week days, or at any time on Saturdays or Sundays. Seller shall have the same rights to use the parking lot for parking as the general public.

9. **Environmental Audit and Disclosure.**

(a) Buyer may obtain at its own expense, an environmental audit of the property if deemed necessary by Buyer, and Buyer's agent or agents, shall be granted access to the property for such purpose at all reasonable times.

- (b) The Seller shall disclose to the Buyer, any and all information known to the Seller, whether oral or written, of any environmental condition or contamination which may affect the marketability or usability of the property. Such disclosure shall include, but not be limited to, any notice or inquiry made to or received from, the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, the State Fire Marshal's Office, the Illinois Department of Public Health, or any other local, state or federal agency in regard to any hazardous condition, industrial process, or use of chemicals on or about the property or any business operating thereon.
- (c) If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation 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 have the right to terminate the agreement by written notice to the Seller.

10. **Notices.** Any notice required under the contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when either actually received or when mailed to such party evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to offices of the attorneys and such information copies may be sent by facsimile transmission. In the event any certified mailing is indicated "Return Receipt Requested", such mailing shall also be made by First Class Mail.

11. **Compliance.** Seller and Buyer hereby agree to make all disclosures and sign all documents necessary to allow full compliance with all applicable laws.

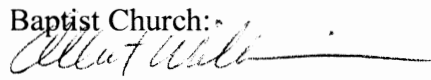
12. **Entirety of Agreement.** This contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exist other than those herein set forth. References to plural parties shall apply to singular parties as well. References to a specific number of days shall mean calendar days.

13. **Time is of the Essence.** The time for performance of the obligations of the parties is of the essence of this contract.

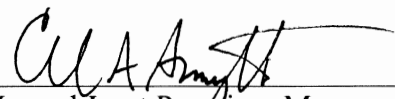
Seller warrants that those persons executing this contract on behalf of the Seller are authorized under the rules governing the affairs of the Seller, including the Selling of Real Property owned by the church.

Seller acknowledges that it is aware of the fact that this proposed contract must be approved by the Urbana City Council to be a legally binding obligation.

By authority of the board of Canaan

Baptist Church:


Canaan Baptist Church

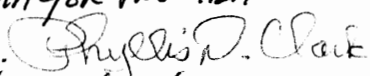


Laurel Lunt Prussing, Mayor
City of Urbana

By CHARLES A. SMYTH, Mayor Pro-Tem

~~Address for Notice:~~

ATTEST:


7/28/2011

Address for Notice:

