

ORDINANCE NO. 2015-08-090

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

(A Portion of 108 East Water Street)

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

WHEREAS, the City owns certain real estate commonly known as 108 East Water Street; and

WHEREAS, 201 Broadway LLC desires to buy, and the City desires to sell, a portion of said real estate for the purchase price of \$4,000; and

WHEREAS, the City Council expressly finds and declares that the portion of said real estate as herein described is no longer needed for governmental purposes or proprietary activity of the City; and

WHEREAS, the Committee of the Whole, a regular standing committee of the City Council, held a public hearing on the question of the sale at 7:00 p.m. on Monday, August 24, 2015, after due and proper notice of such public hearing having been given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days prior to the time of the public hearing; and

WHEREAS, the City Council hereby determines that the best interests of the City are served by the sale of the portion of said real estate described below to 201 Broadway LLC.

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

Section 1.

The sale of a portion of the real estate commonly known as 108 East Water Street in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Real Estate Sale Agreement attached hereto and incorporated herein, is hereby approved:

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

Said strip of land containing 342.375 square feet, more or less, all situated in the City of Urbana, Illinois, and being a portion of the property commonly known as 108 East Water Street, Urbana, Illinois, having a PIN of 91-21-08-461-012.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver a Real Estate Sale Agreement, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, and all other documents required to be delivered in connection with the transaction contemplated herein, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said documents, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

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

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 City Council.

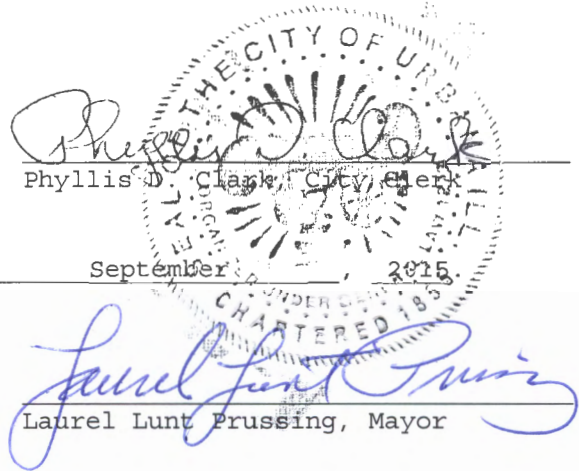
PASSED BY THE CITY COUNCIL this 8th day of September, 2015.

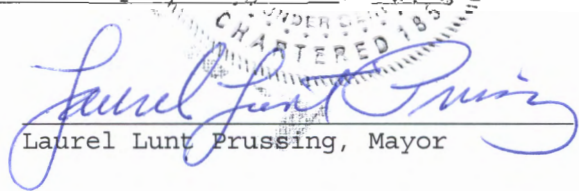
AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth, Prussing

NAYS:

ABSENT:

ABSTAINED:


Phyllis D. Clark
Phyllis D. Clark, City Clerk


Laurel Lunt Prussing, Mayor

APPROVED BY THE MAYOR this 11th day of September, 2015.

REAL ESTATE SALE AGREEMENT

This agreement is made between 201 BROADWAY LLC, an Illinois limited liability company (the "Buyer"), and the CITY OF URBANA, an Illinois municipal corporation (the "Seller"), and is effective on the last date signed by a party hereto. 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"):

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

Said strip of land containing 342.375 square feet, more or less, all situated in the City of Urbana, Illinois, and being a portion of the property commonly known as 108 East Water Street, Urbana, Illinois, having a PIN of 91-21-08-461-012.

2. **Payment.** The Buyer shall pay to the Seller at closing the sum of \$4,000, minus credits and prorations, as provided in this agreement.

3. **Deed.** The Seller shall convey the Property to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in Paragraph 4(B). If the Buyer completes all improvements as required by Paragraph 14, the Seller shall deliver the Deed to the Buyer promptly after the Seller's building inspector conducts a final inspection and approves the improvements in writing. If the Buyer fails to complete all improvements as required by Paragraph 14, the Seller may declare the Buyer to be in default. If the Buyer does not correct such default in the time specified in this agreement, the Seller shall retain the Deed and shall refund the purchase price to the Buyer, less any damages authorized by Paragraph 8.

4. **Evidence of title.**

- A. Within a reasonable time before closing, the Seller shall deliver to the Buyer 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 Property in the Buyer's name for the amount of the purchase price.
- B. The following are permissible exceptions to title: liens of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record that do not underlie the improvements; covenants and restrictions of record that do not restrict reasonable use of the Property.
- C. The Property is exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75, and, thus, there is no need for provision of real estate tax payment. The Seller represents to the Buyer that no sewer use charges, stormwater utility fees, or recycling taxes will at the time of closing be outstanding and not fully satisfied.

- D. 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 that 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, the Buyer may terminate this agreement.

5. **Closing and possession.** The parties shall hold the closing of this transaction not later than July 31, 2017, at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree. If (a) the Seller has approved the Buyer's site plan for the improvements described in Paragraph 14, and (b) the Buyer has applied to the Seller for a local permit to construct the improvements, the Buyer may select a closing date, subject to the July 31 deadline. When the Buyer selects a closing date, the Buyer shall give the Seller notice between May 1 and October 1, inclusive, and not less than 30 days before such date. The Seller shall deliver possession of the Property to the Buyer concurrently with the closing of this transaction.

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

7. **Environmental disclosure.** The Seller warrants that to the best of its knowledge and belief the Property is free of pollution, contamination, and any other environmental condition that may 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 that 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 30 days of written notice to the Seller, the Buyer shall have the right to terminate the contract by written notice to the Seller.

8. **Default.** If the Buyer fails to perform any obligation imposed upon it by this agreement, the Seller may serve written notice of default upon the Buyer and, if such default is not corrected within ten days thereafter, this agreement shall terminate. If the Seller fails to perform any obligations imposed upon it by this agreement, the Buyer may terminate this agreement upon similar notice served upon the Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by the Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this agreement.

9. **Notices.** The parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

10. **Condition of property.** Except as provided in Paragraph 7, the Buyer agrees to accept the Property in its "as-is" condition, and the Seller disclaims all warranties express or implied as to the condition of the Property. The Seller represents that at the time of the closing of this transaction, the ground surface of the Property will be free of vegetation and nearly level with very little slope so as not to inhibit construction of the improvements pursuant to Paragraph 14.

11. **Execution and counterparts.** The parties may execute this agreement in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this agreement, the persons executing it as Buyer covenant that they are the duly authorized agents of the Buyer and has full power and authority to so execute and deliver this agreement.

12. **Time and binding effect.** Time is of the essence of this agreement. This agreement is binding upon the respective parties and their successors and assigns.

13. **City Council approval.** This agreement will be valid only after the Seller's City Council approves it by resolution or ordinance.

14. **Agreement of Buyer to make improvements.**

- A. Not later than 90 days following the closing date, the Buyer shall, at its sole cost and expense, provide, perform, and complete the following improvements in the manner specified herein:
- 1) The Buyer shall remove the existing curb situated at the south boundary of the Buyer's adjoining parking lot located at 206 N. Broadway Avenue, Urbana, Illinois, and shall construct a concrete curb along the south boundary of the Property, in accordance with the specifications for a type B.6.12 barrier style curb contained in Exhibit A, attached hereto and incorporated herein by reference.
 - 2) The Buyer shall install asphalt pavement on the surfaces of the Property and the Buyer's adjoining parking lot located at 206 N. Broadway Avenue, Urbana, Illinois, in accordance with a site plan first approved by the Seller's Community Development Services Department.
- B. The Buyer shall comply with all federal, state, and local laws and regulations in the performance of this agreement. The Buyer certifies that, prior to performing the improvements under this agreement, it will acquire any federal, state, and local licenses or permits necessary to perform those improvements. The Buyer may meet the permit requirement through use of a subcontractor; provided, however, that the Buyer's use of a subcontractor in that circumstance does not relieve the Buyer of any obligations under this agreement.

The parties are signing this agreement on the dates indicated below their signatures.

Buyer
201 Broadway LLC
201 N. Broadway Avenue
Urbana, Illinois 61801

Seller
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801

BY:

Michael Cochran

Michael Cochran, Member

6/28/15

Date

Pedro J. Heller

Pedro J. Heller, Member

6-28-15

Date

ATTEST:

William L. Hatch

BY:

Laurel Lunt Prussing

Laurel Lunt Prussing, Mayor

9/14/15

Date

ATTEST:

Phyllis D. Clark

Phyllis D. Clark, City Clerk

APPROVED AS TO FORM:

William L. Hatch

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

APPROVED AS TO FORM:

Curt Zeman

Assistant City Attorney
Ordinance No. 2015- 08-090



Attachment: Exhibit A Curb specifications (2 pages)

DETAIL PAV-A-9

PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

DETAIL A
EXPANSION JOINT

BARRIER CURB

MOUNTABLE CURB

DEPRESSED CURB (TYPICAL)

DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

ADJACENT TO PCC BASE COURSE WITH HMA SURFACING

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 24 (600) centers in accordance with details for longitudinal construction joint shown in Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

All dimensions are in inches (millimeters) unless otherwise shown.

TABLE OF DIMENSIONS BARRIER CURB

TYPE	A	B	C	D	R ₁
B-6.12	12	1	6	6	1
(M-15.3)	300	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(M-15.45)	450	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(M-15.60)	600	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(M-22.30)	300	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(M-22.45)	450	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(M-22.60)	600	(50)	(125)	(225)	(25)

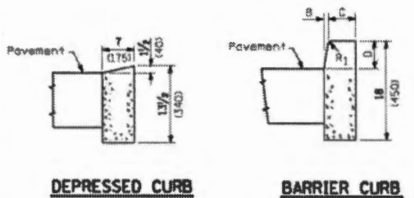
TABLE OF DIMENSIONS MOUNTABLE CURB

TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA

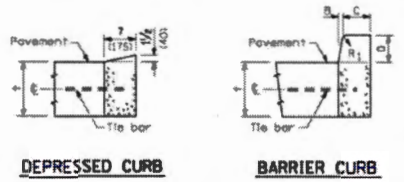
CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
STANDARD 606001-04

REPLACEMENT REQUIREMENTS CURB AND GUTTER

CURB AND GUTTER REPLACEMENT REQUIREMENTS

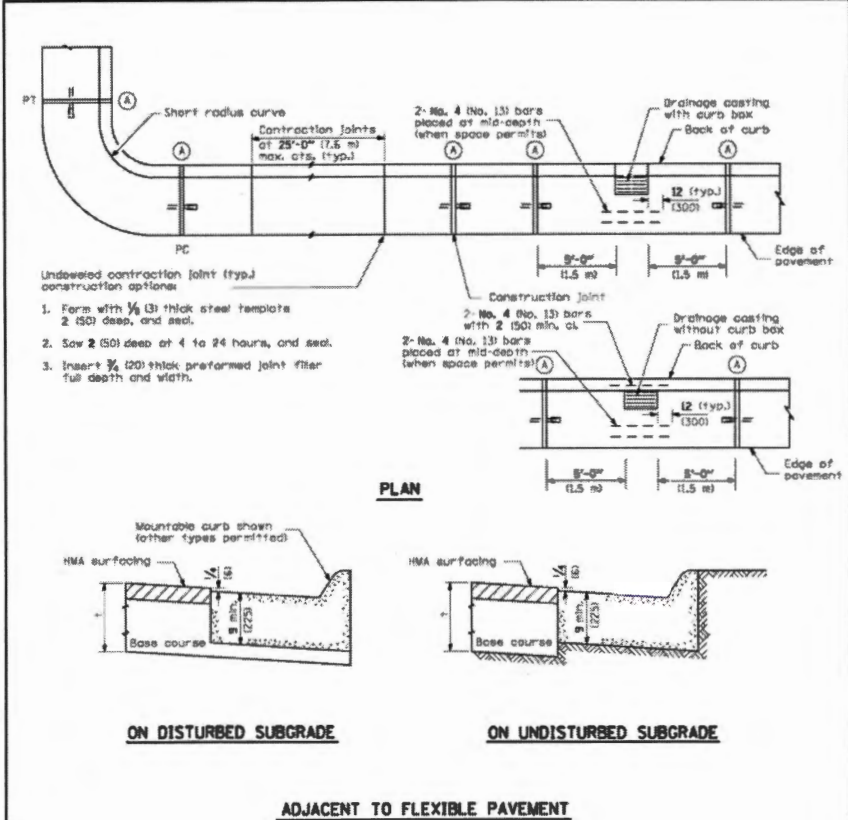


DEPRESSED CURB **BARRIER CURB**
ADJACENT TO FLEXIBLE PAVEMENT

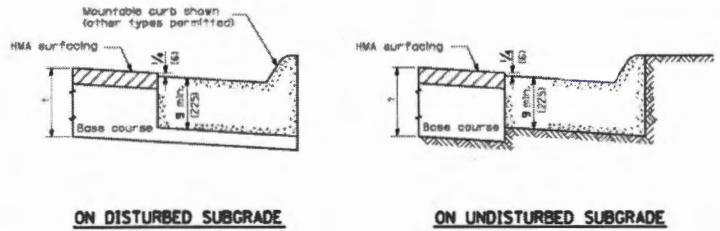


DEPRESSED CURB **BARRIER CURB**
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE
CONCRETE CURB TYPE B

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**
(Sheet 2 of 2)
STANDARD 606001-04



- Undersawed contraction joint (typ.) construction options:
1. Form with 3/8 (3) thick steel template 2 (50) deep, and seal.
 2. Saw 2 (50) deep at 4 to 24 hours, and seal.
 3. Insert 3/8 (20) thick preformed joint filler full depth and width.



ON DISTURBED SUBGRADE **ON UNDISTURBED SUBGRADE**
ADJACENT TO FLEXIBLE PAVEMENT

Illinois Department of Transportation
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]
PROJECT: [Project Name]
SHEET: 1-10

Revised 3-8-2010

DETAIL PAV-A-10

44

RECORDING REQUESTED BY

NAME: City of Urbana Legal Division

+

WHEN RECORDED MAIL TO:

NAME: City of Urbana Legal Division

ADDRESS: 400 S. Vine Street

CITY/STATE/ZIP: Urbana, IL 61801

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

5253-1603328



8 2 0 0 8 8 8
Tx:4079676

2017R00739

REC ON: 01/12/2017 4:03:20 PM

CHAMPAIGN COUNTY

MARK SHELDEN

REC FEE: 48.00

PAGES 4

PLAT ACT: OPLAT PAGE:

(SPACE ABOVE FOR RECORDER'S USE)

Certificate of Exemption

(DOCUMENT TITLE)

1/23/17

Wendy,
On 10/12/16, the City sold a small
portion of 108 E. Water St. per
Ord. No. 2015-08-090. Because of
the size of the transfer, the City
was required to record a "Certificate
of Exemption." This is the
original.

Curt



CERTIFICATE OF EXEMPTION

The City of Urbana proposes to convey the following described property:

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

from **108 East Water Street** to **206 North Broadway Avenue**, which is owned by **201 Broadway, LLC**, which property is described as:

The West Half of the West Half of the South Half Outlot 2, except the South 52 feet thereof, of Outlots to the Town (now City) of Urbana, as per Plat recorded in Deed Record "A" at Page 16, situated in Champaign County, Illinois.

After said conveyance the legal description of **108 East Water Street** shall be:

The South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois, except; the North 5.00 feet of even and equal width thereof.

After said conveyance the legal description of **206 North Broadway Avenue** shall be:

The West Half of the West Half of the South Half Outlot 2, except the South 52 feet thereof, of Outlots to the Town (now City) of Urbana, as per Plat recorded in Deed Record "A" at Page 16, situated in Champaign County, Illinois.

AND;

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

Said conveyance is exempt from the requirement to file a subdivision plat thereof in that the division meets the following criteria:

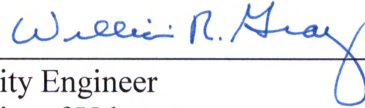
1. The change in any one existing lot or parcel is no more than twenty-five (25) feet wide on any side at any point; and
2. The portion of a lot removed from one (1) parcel or lot and affixed to another does not exceed ten thousand (10,000) square feet; and
3. The total number of lots is not increased from the number existing prior to the subdivision.

Dated at Urbana, Illinois this 7th day of October, 2016.

APPROVED



Secretary
Urbana Plan Commission



City Engineer
City of Urbana



Certificate of Exemption
 206 N. Broadway Avenue

City of Urbana
 Public Works Department
 Engineering Division
 Date: 9/2/2014 Drawn by: BWF



3



Please seal and
retain for our
file! ORD 2015-08-
090

Thanks



CEFCU

Your Credit Union

www.cefcu.com • 1-800-633-7077

CITY OF URBANA
RECEIVED

JAN 23 2017

CITY CLERKS OFFICE