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Recording Cover Sheet

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CHAMPAIGN COUNTY
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PAGES 8
PLAT ACT: OPLAT PAGE:

AN ORDINANCE APPROVING AND AUTHORIZING
EXECUTION OF THE AGREEMENT FOR
TERMINATION OF LEASE (CUNNINGHAM
CHILDREN'S HOME, 1301 S. CUNNINGHAM
AVENUE) [Ord. No. 2017-08-050]

*ORDINANCE

*AGREEMENT

Prepared for recording by:
Kay Meharry, Adm. Asst.

400 S. Vine Street, Urbana, IL 61801

Return to:

(9)

Charles A. Smyth, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

ORDINANCE NO. 2017-08-050

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF THE
AGREEMENT FOR TERMINATION OF LEASE**

(Cunningham Children's Home, 1301 S. Cunningham Avenue)

WHEREAS, the City of Urbana, Illinois (hereinafter, the "City", or "Lessee") is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, the Cunningham Children's Home of Urbana, Illinois, an Illinois not-for-profit corporation (hereinafter, "CCH", or "Lessor") owns certain real estate located at the southwest corner of Country Club Road and Cunningham Avenue in the City of Urbana, Illinois; and

WHEREAS, The City, as Lessee, and CCH, as Lessor, entered into and executed a lease dated April 19, 1976 which provided for a term of 199 years ending on April 30, 2175 (hereinafter, the "Lease") which Lease is appended hereto and incorporated herein as Exhibit A;

WHEREAS, the City no longer has any need for the premises included with the Lease and CCH seeks to sell those premises along with other premises which it owns: and

WHEREAS, the City and CCH now seek to terminate the Lease on certain terms, conditions and covenants as set forth in an Agreement for Termination of Lease which is appended hereto and incorporated herein as Exhibit B in order to facilitate CCH's sale of certain of its real estate.

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

Section 1.

The Agreement for Termination of Lease in substantially the form appended hereto and incorporated herein as Exhibit B shall be and hereby is approved.

Section 2.

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 hereby authorized to attest to said execution of said Agreement to Terminate Lease as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

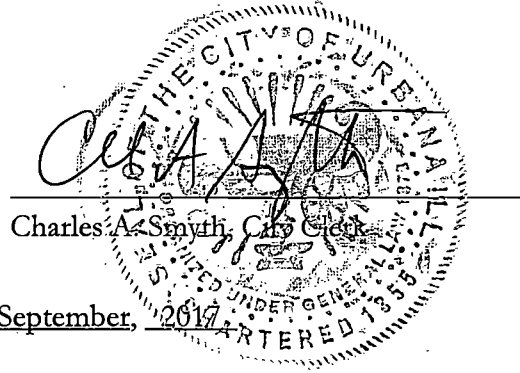
Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of the Recorder of Deeds.

PASSED BY THE CITY COUNCIL this 5th day of September, 2017 .

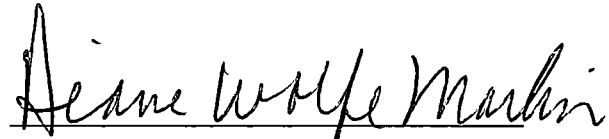
AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTAINED:


Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 6th day of September, 2017


Diane Wolfe Marlin, Mayor

ORDINANCE EXHIBIT B

AGREEMENT FOR TERMINATION OF LEASE

THIS AGREEMENT, made and entered into this 7 day of September, 2017 by and between CUNNINGHAM CHILDREN'S HOME OF URBANA, ILLINOIS, an Illinois not-for-profit corporation ("CCH") and CITY OF URBANA, an Illinois municipal corporation ("City").

WHEREAS, City, as Lessee, entered into a Lease dated April 19, 1976 with CCH's predecessor in title, the County of Champaign, Illinois for the premises described therein (the "Leased Premises") and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Lease"); and

WHEREAS, the Lease provided for a term of 199 years ending April 30, 2175; and

WHEREAS, the Lease provided that City would construct and maintain a permanent structure on the leased premises; and

WHEREAS, the City no longer has a need for the Leased Premises and has removed the structure; and

WHEREAS, CCH desires to sell the Leased Premises and the adjoining land shown on Exhibit A (the "Development Area") to a third party or parties to be developed for commercial purposes; and

WHEREAS, the parties have agreed to the terms and conditions upon which the Lease will be terminated.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONDITIONS CONTAINED HEREIN, the parties agree as follows:

1. The Lease shall terminate 21 days following delivery of written notice by CCH to City of its desire to terminate the Lease.
2. Until the expiration of the Notice period referred to above, the Lease shall remain in full force and effect.

3. CCH will use its best efforts to require any proposed purchaser of the Development Area to use reasonable efforts to save trees currently located on the Development Area and to protect those trees during the course of any construction of buildings and site improvements in the Development Area.

4. CCH agrees to populate its existing campus with a number of trees equal to the number of trees which may be removed from the Development Area by a purchaser of that land with similar or like species of trees. The number of trees to be planted by CCH shall be in addition to the number of trees required to be planted in connection with the City zoning and land development requirements for the CCH real estate adjacent to and adjoining the Leased Premises. All such replacement trees shall be at least two (2) inch caliper in diameter with such measurements taken four lineal feet above grade and shall be located on the campus of CCH in such locations as are mutually approved by arborists for CCH and the City. The trees shall be maintained in perpetuity and replaced when dead.

5. City agrees to pay CCH fifty-thousand dollars (\$50,000) for the construction of an eight-foot wide multi-use path along the south side of Country Club Road from the western boundary of the Development Area to the existing western boundary of the CCH parcel as shown in Exhibit B. If the construction of an 8-foot wide multi-use path is cost prohibitive to CCH a 4-foot wide sidewalk can be constructed as an alternative to the multi-use path. The City shall reimburse the CCH for fifty per cent (50%) of the construction costs of the 4-foot wide sidewalk with the maximum City contribution for the sidewalk not to exceed forty-thousand dollars (\$40,000). Such reimbursement shall be made within sixty (60) days following the approval and acceptance of the multi-use path or sidewalk. City agrees to have the necessary inspections made and completed within five (5) business days after CCH notifies the City that the construction has been completed.

The construction of the multi-use path shall conform to such specifications and requirements of the City's Right-Of-Way Standards. Any and all bids for the construction of said multi-use path or sidewalk shall require the successful bidder to pay wages in conformance with the Prevailing Wage Act (820 ILCS 130/1 *et seq.*). Nothing herein shall be deemed, construed or interpreted as shifting liability to the City for any bodily injury and/or property damage incurred in the construction of the said multi-use path or sidewalk or as increasing the City's liability in connection with use and maintenance of said multi-use path or sidewalk beyond the liabilities normally assumed by the City for its ownership and maintenance of the multi-use path.

6. CCH agrees to dedicate a forty (40) foot wide public right-of-way to the City across the CCH property along County Club Road as shown in Exhibit B.

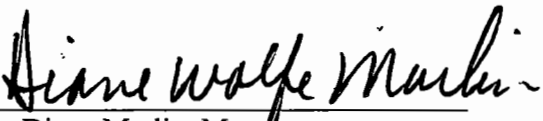
7. CCH agrees to allow the City's "Welcome" sign to remain until such time as Leased Premises are sold. CCH agrees to give access to the City to remove, and the City agrees to remove, the sign within thirty (30) days of the closing of the sale of the Leased Premises upon written notice from CCH of the closing date.

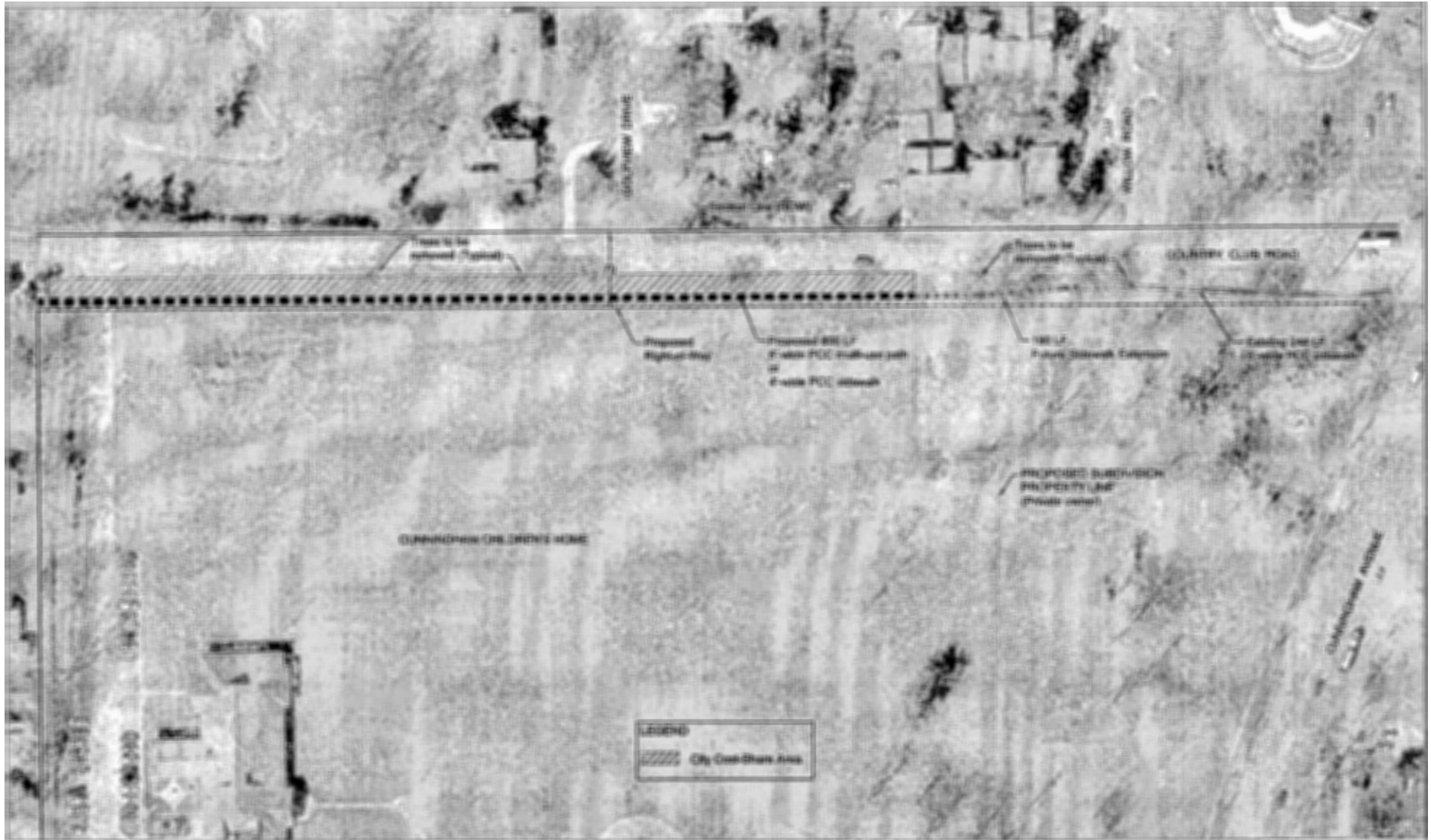
8. The City makes no representations or warranties regarding the condition of the Leased Premises and, when the Lease is terminated, CCH shall accept return of the Leased Premises on an "AS-IS" condition and basis.

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

CUNNINGHAM CHILDREN'S HOME OF CITY OF URBANA
URBANA, ILLINOIS, an Illinois not-for-profit corporation,

By: 
Marlin Livingston, President/CEO

By: 
Diane Marlin, Mayor



**AGREEMENT EXHIBIT B
CUNNINGHAM CHILDREN'S HOME MULTI-USE PATH**

