

ORDINANCE NO. 2018-02-008

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
(1301 East Washington Street – R Rentals Series, LLC)**

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 1301 East Washington Street; and

WHEREAS, R Rentals Series, LLC desires to buy, and the City desires to sell, the real estate for the purchase price of \$100,000; and

WHEREAS, the City Council expressly finds and declares that the real estate 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, February 12, 2018, 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, after due consideration, finds that the sale of the real estate to R Rentals Series, LLC, as herein provided, is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The sale of the real estate commonly known as 1301 East Washington Street; in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Real Estate Transfer Agreement attached hereto and incorporated herein, is hereby authorized and approved:

Tract 1:

A part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, the surveyed boundary of which is more particularly described as follows:

Beginning at an iron rod monument situated at the intersection of the Southerly line of Washington Street in the City of Urbana, Illinois, said line having a local bearing of South $89^{\circ}19\frac{1}{2}'$ East, and the Northeasterly wayland line of the Norfolk and Western Railroad, as shown by plat recorded in Book "E" at page 25 in the office of the Champaign County Recorder; thence Southeasterly along said Northeasterly wayland line, said line also being along a curve to the left, convex to the Southwest having a radius of 5,693.97 feet and a long chord bearing of North $44^{\circ}48\frac{1}{2}'$ West, a distance of 384.04 feet to an iron rod monument situated at a point of tangency; thence South $46^{\circ}44\frac{1}{2}'$ East along said Northeasterly wayland line, 75.67 feet to an iron rod monument; thence South $00^{\circ}02\frac{1}{4}'$ West, 90.57 feet to an iron rod monument situated on the Southwesterly wayland line of said railroad, said wayland also being the Northeasterly line of State of Illinois Highway Route 130, said line also being parallel with and 66.00 feet distant from said Northeasterly wayland line of said railroad; thence North $46^{\circ}44\frac{1}{2}'$ West along said Southwesterly wayland line, 137.69 feet to an iron rod monument situated at a point of curvature; thence Northwesterly along said Southwesterly line, said line also being along a curve to the right, convex to the Southwest with a radius of 5,759.97 feet, a distance of 360.01 feet to an iron rod monument, situated at a point of compound curvature; thence Northerly along a curve to the right, convex to the Northwest, with a radius of 39.03 feet, a distance of 91.18 feet to an iron rod monument, situated at a point of tangency, and also situated on the aforesaid Southerly line of Washington Street, said point also being the point of beginning, containing 0.754 acres, more or less, all situated within the City of Urbana, Champaign County, Illinois.

Tract 2:

Tract "B" of Modern Research Industries Subdivision according to the plat thereof recorded on Document No. 604045 in Plat Book "M" at page 6 in the office of the Champaign County Recorder, situated in the Northeast Quarter of the Southwest Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, the survey boundary of which is more particularly described as follows:

Beginning at an iron rod monument situated at the intersection of the Southerly line of Washington Street in the City of Urbana, Illinois, and the Northeasterly wayland line of the Norfolk and Western Railroad, as shown by plat recorded in Book "E" at

page 25 in the office of the aforesaid County Recorder; thence South 89°19 1/2' East on a local bearing along said Southerly Street line, 325.94 feet to an iron rod monument situated at the intersection of said Southerly line of Washington Street and the West line of Washington Square First Subdivision; thence South 00°02 1/4' West, along said Subdivision West line 320.42 feet to an iron rod monument at the intersection of said West line of Washington Square Subdivision and aforesaid Northeasterly wayland line of the Norfolk and Western Railroad; thence North 46°44 1/2' West along said Northeasterly line, 75.67 feet to an iron rod monument, situated at a point of curvature; thence Northwesterly along said Northeasterly line, said line also being along a curve to the right, convex to the Southwest with a radius of 5,693.97 feet, a distance of 384.04 feet to the point of beginning, containing 1.229 acres, more or less, all situated within the City of Urbana, Champaign County, Illinois.

Except:

That portion of the above described property dedicated as right-of-way by Document Number 2015R16569 and recorded August 27, 2015 in the Office of the Recorder, Champaign County, Illinois, being described as follows:

A part of the Southwest Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Beginning at an iron rod monument situated at the intersection of the existing southerly right-of-way line of Washington Street in the City of Urbana, Illinois, and the northeasterly right-of-way line of the abandoned Norfolk and Western (formerly Wabash) Railroad, as shown by plat recorded in Book "E" at page 25 in the Office of the Champaign County Recorder; thence, SOUTH 89 DEGREES 19 MINUTES 30 SECONDS EAST, along said southerly line of Washington Street, 105.94 feet; thence, SOUTH 59 DEGREES 42 MINUTES 00 SECONDS WEST, 100.00 feet; thence, SOUTH, 64.12 feet, to the existing northeasterly right-of-way line of Philo Road, said line also being the southwesterly right-of-way line of said abandoned Norfolk and Western Railroad; thence, along said northeasterly right-of-way line of Philo Road, along a curve to the right, having a radius of 5759.97 feet, a chord bearing of NORTH 43 DEGREES 21 MINUTES 53 SECONDS WEST, a chord length of 69.75 feet, for an arc length of 69.75 feet, to a point of compound curvature; thence along a curve to the right, having a radius of 39.03 feet, a chord bearing of NORTH 23 DEGREES 29

MINUTES 40 SECONDS EAST, a chord length of 70.99 feet, for an arc length of 89.14 feet, to the point of beginning, having an area of 0.156 acres (6799.490 square feet), more or less, all situated in the City of Urbana, Champaign County, Illinois.

Permanent Index No.: 92-21-16-327-011

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver a Real Estate Transfer Agreement, in substantially the form of the copy of the Real Estate Transfer 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 the execution of the documents, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the sale of the real estate.

Section 4.

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

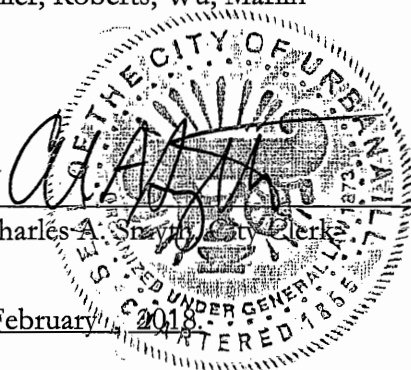
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

PASSED BY THE CITY COUNCIL this 19th day of February, 2018.

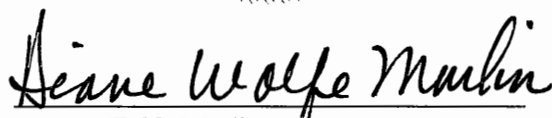
AYES: Ammons, Brown, Jakobsson, Miller, Roberts, Wu, Marlin

NAYS:

ABSTENTIONS:


Charles A. Snavely, City Clerk

APPROVED BY THE MAYOR this 20th day of February, 2018.


Diane Wolfe Marlin, Mayor

REAL ESTATE TRANSFER AGREEMENT

This agreement is made between R Rentals Series 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. **Premises.** The Seller shall sell, and the Buyer shall purchase, the following described real estate (the "Premises"):

Common address: 1301 East Washington Street, Urbana, Illinois 61802-4447

Permanent Index Number: 92-21-16-327-011

Legally described as follows:

Tract 1:

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of tangency, and also situated on the aforesaid Southerly line of Washington Street, said point also being the point of beginning, containing 0.754 acres, more or less, all situated within the City of Urbana, Champaign County, Illinois.

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recorded in Book "E" at page 25 in the Office of the Champaign County Recorder; thence, South 89 degrees 19 minutes 30 seconds East, along said southerly line of Washington Street, 105.94 feet; thence, South 59 degrees 42 minutes 00 seconds West, 100.00 feet; thence, South, 64.12 feet, to the existing northeasterly right-of-way line of Philo Road, said line also being the southwesterly right-of-way line of said abandoned Norfolk and Western Railroad; thence, along said northeasterly right-of-way line of Philo Road, along a curve to the right, having a radius of 5759.97 feet, a chord bearing of North 43 degrees 21 minutes 53 seconds West, a chord length of 69.75 feet, for an arc length of 69.75 feet, to a point of compound curvature; thence along a curve to the right, having a radius of 39.03 feet, a chord bearing of North 23 degrees 29 minutes 40 seconds East, a chord length of 70.99 feet, for an arc length of 89.14 feet, to the point of beginning, having an area of 0.156 acres (6799.490 square feet), more or less, all situated in the City of Urbana, Champaign County, Illinois.

2. **Purchase price.** The purchase price is \$100,000, minus credits and prorations, and is due and payable in cash or by check at the closing.

3. **Fixtures and personal property.** This agreement does not require the Seller to transfer to the Buyer any fixtures or personal property. However, any fixtures or personal property the Seller does not remove from the Premises prior to the closing are hereby transferred to the Buyer. The Seller represents to the Buyer that the Seller owns all such fixtures and personal property, that such fixtures or personal property are free and clear of all liens, charges, and encumbrances, and that the Seller has full right, power, and authority to sell such fixtures or personal property to the Buyer. The Seller disclaims and excludes all warranties of quality, fitness, and merchantability.

4. **Condition of Premises.** Except as provided in Paragraph 13, the Buyer accepts the Premises in its "as-is" condition, and the Seller disclaims all warranties express or implied as to the condition of the Premises.

5. **Deed.** The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in Paragraph 6(B).

6. **Title.**

A. At the Seller's sole cost and within a reasonable time before closing, the Seller shall deliver to the Buyer a commitment for an ALTA title insurance policy, in the amount of the purchase price, 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 Premises.

B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements appar-

ent or of record that do not underlie the improvements, and covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises. The Seller also shall execute and deliver to the Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above.

- C. 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 will 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, at its election, may terminate this agreement or take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving the Seller notice of such election and tendering performance on its part.

7. **Taxes and assessments.** The Premises 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 bills for utilities or other taxes associated with the Buyer's possession and use of the Premises, including but not limited to water, gas, electric, cable television, sewage treatment, sewer use taxes, stormwater utility fees, and recycling taxes, will be outstanding and not fully satisfied at the time of closing.

8. **Due diligence investigation.** The Buyer may undertake a feasibility and due diligence investigation of all aspects of the Premises, including the feasibility of the Premises for the Buyer's purposes, starting on the effective date of this agreement and continuing through and including the ~~120th~~ day after the effective date of this agreement. If the Buyer determines, in the Buyer's sole discretion, not to proceed with the purchase of the Premises, the Buyer may terminate this agreement by giving written notice to the Seller on or before the ~~120th~~ day after the effective date of this agreement, including such effective date. Otherwise, the Buyer will be deemed to have waived this contingency.

9. **Closing; possession.** The parties shall hold the closing no later than ~~150~~ days after the effective date of this agreement. The closing will take place at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree.

10. **Closing costs.** The Buyer and Seller shall share equally the escrow fees for the closing. All other closing costs will be apportioned according to prevailing local custom. Each party shall pay its own legal fees.

11. **Seller's representations.** The Seller represents the following to the Buyer:
 - A. The Seller has authorized the person signing this agreement to enter into this agreement by and on behalf of such Seller, and this agreement is a legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.
 - B. No contracts for the furnishing of any labor or material to the Premises 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 Premises or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied; and there are not and will not be any unrecorded leases or contracts relating to the Premises at the time of the closing.
 - C. To the best of the Seller's knowledge and belief, no actions or proceedings are pending against the Seller or any part of the Premises that, if determined adversely to the Seller, would have an adverse effect on the Buyer or the Premises.
 - D. Neither the Seller nor any of Seller's agents have entered into any contract to sell the Premises, any portion thereof, or any interest therein other than to the Buyer.
 - E. The Seller has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
12. **Buyer's representations.** The Buyer represents the following to the Seller:
 - A. The Buyer has authorized the person signing this agreement to enter into this agreement by and on behalf of such Buyer, and this agreement is a legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.
 - B. The Buyer has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
13. **Environmental disclosure.**
 - A. The Seller has disclosed to the Buyer any and all information known to the Seller of any environmental condition that may affect the marketability or usability of the Premises. If the Seller 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 the closing that affects either the value of the Premises or its use for a commercial or residential purpose, the Seller shall give written notice to Buyer 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 at any time during the 30 days following written notice to the Buyer, the Buyer may terminate this agreement by written notice to the Seller.

- B. 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 Premises 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 at any time during the 30 days following written notice to the Seller, the Buyer may terminate this agreement by written notice to the Seller..

14. **Other disclosures.** The Premises will be used for redevelopment, and any buildings located thereon will be demolished. Therefore, the Buyer waives the Seller's compliance with all disclosures except as specified in this agreement.

15. **Demolition or repair.** The commercial building located on the Premises is unsafe and dangerous, has unsafe equipment, and is unfit for human occupancy. The Buyer shall demolish the building no later than 90 days after the closing of this transaction. During such time, the Seller shall not take enforcement action against the Buyer for the building's life and safety code violations, unless the condition of the building so deteriorates that it becomes an imminent danger to the public. This Paragraph will survive the closing and will not merge with the deed.

16. **Default.**

- A. Either party may terminate this agreement at any time for cause if the other party breaches any term of this agreement and does not cure such breach by the tenth day after written notice is given. The party giving notice shall specify the reason or reasons for such termination and shall state the effective date of such termination if the breach is not fully corrected.
- B. In the event of the Seller's default, the Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against the Seller; and maintain any other or different remedy allowed by law.
- C. If either party defaults in any of its obligations under this agreement, the party not in default will be entitled to recover its costs and reasonable attorneys' fees caused by the other's default from the defaulting party.

D. The foregoing remedies in the event of default are not intended to be exclusive, and the parties have the right to all other lawful remedies, including specific performance.

17. **Insurance.** The Seller shall keep in force public liability insurance in the existing amount now carried on the Premises until 12:00 p.m., local time, on the day following the closing of this transaction.

18. **Entire agreement.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified except by a writing signed by both parties.

19. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller
Economic Development Manager
City of Urbana
400 S. Vine Street
Urbana, Illinois 61801-3336

Buyer
Michael Hosier, Manager
R Rentals Series LLC
307 S. Neil Street
Champaign, Illinois 61820-4930

20. **City Council approval.** This agreement will be valid only after the Seller's City Council approves it by resolution or ordinance. If the Seller's City Council does not approve this agreement, this agreement will be of no force or effect, and the parties will be relieved of all liability to each other hereunder.

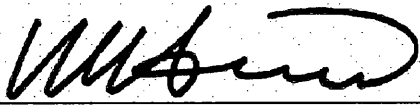
21. **Survival of agreement.** All of the covenants, warranties, representations, and agreements contained in this agreement that were not performed at the time of the closing will survive such closing and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

22. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

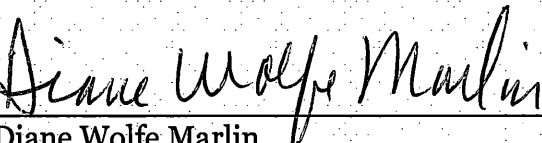
The parties are signing this agreement on the dates indicated opposite their signatures.

R Rentals Series LLC:

By: 
Michael Hosier
Manager


January 12, 2018
Dated

City of Urbana, Illinois:

By: 
Diane Wolfe Marlin
Mayor

February 20, 2018
Dated

ATTEST:


Charles A. Smyth
City Clerk
Ordinance No. 2018-02-008

