

**ORDINANCE NO. 2018-10-067**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(1301 East Washington Street / 2018)**

**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**, the City desires to sell the real estate at public auction; 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 City Council held a public hearing on the question of the sale at 7:00 p.m. on Monday, October 15, 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 by public auction, 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 by public auction of the real estate commonly known as 1301 East Washington Street in Urbana, Illinois, and legally described below, subject to a minimum bid price of \$5,000, and

substantially on such other terms as contained in the Notice of Public Sale of Real Property and 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  $89^{\circ}19'1/2''$  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  $44^{\circ}48'1/2''$  West, a distance of 384.04 feet to an iron rod monument situated at a point of tangency; thence South  $46^{\circ}44'1/2''$  East along said Northeasterly wayland line, 75.67 feet to an iron rod monument; thence South  $00^{\circ}02'1/4''$  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  $46^{\circ}44'1/2''$  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 not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 5.**

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

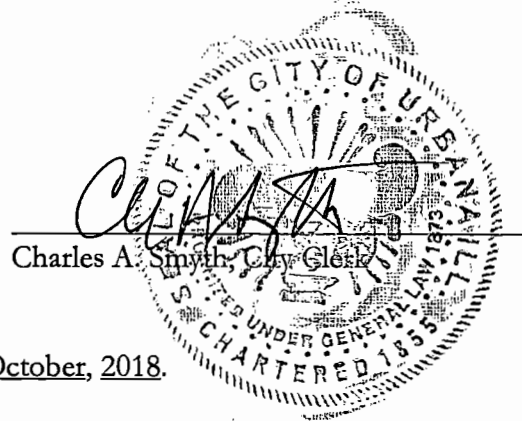
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

**PASSED BY THE CITY COUNCIL** this 15<sup>th</sup> day of October, 2018.

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

NAYS:

ABSTENTIONS:



**APPROVED BY THE MAYOR** this 19<sup>th</sup> day of October, 2018.

*Diane Wolfe Marlin*  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

## Notice of Public Sale of Real Property

Notice is hereby given that on \_\_\_\_\_, 2018 the City of Urbana, of Champaign County, Illinois (hereinafter "City") shall sell at public sale by auction, which auction shall be conducted in accordance with the procedures described herein, at \_\_\_\_\_ o'clock in the City Council Chambers of the Urbana City Building, 400 South Vine Street, Urbana Illinois, the following described property ("Property"):

Property Address: 1301 East Washington Street, Urbana, Illinois

Property Identification No: 92-21-16-327-011

Information relating to the Property and the auction procedures may be obtained at City of Urbana Community Development Office at 400 South Vine Street, Urbana, Illinois, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or on the City of Urbana's website at [www.urbanaininois.us](http://www.urbanaininois.us)

Said sale by auction will be made on the following terms:

1. The Property is to be offered for sale at a public sale by auction to the highest responsible and qualified bidder.
2. The Property shall be sold "as is" by Warranty Deed, legal description on the City's title to govern. The City makes no representations or warranties with respect to the condition or use of said Property, or compliance with environmental laws and regulations. The purchaser shall be solely responsible for determining the applicability of any laws, local ordinance, or other regulations which may impact the Property and/or the purchaser's contemplated use thereof. The Property is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record.
3. By submitting a bid at auction, a bidder accepts the terms of the sale as contained herein and in the City of Urbana's Ordinance No. 2018-10-067 dated October 15, 2018, incorporated herein by this reference as if set out in full, expressly including the terms and provisions of this Notice and the Real Estate Transfer Agreement attached to said Ordinance. Copies of said Ordinance and Real Estate Transfer Agreement are available by contacting the City's Economic Development Manager during regular business hours at the City of Urbana Community Development Office.
4. Submission of a bid at auction shall serve as that bidder's acknowledgement that: (a) it has received any and all requested or otherwise required property disclosures prior to the date of bid submission; (b) it was afforded opportunities to inspect the Property and records relating to its condition before the date of bid submission; (c) it has availed itself, to its satisfaction, of the right to inspect the Property and records relating to its condition prior to the date of bid submission; (d) it is satisfied with the Property's condition and is taking the Property in **AS-IS condition**; and (e) it is prepared to accept and comply with the terms of sale as contained herein and in the aforementioned Real Estate Transfer Agreement including, but not limited to, the requirement of the successful bidder to **demolish all buildings and parking lots on the Property no later than ninety (90) days after the closing.**
5. Records relating to the Property's condition, including any and all environmental contaminants known and/or believed to have been located on the Property in the past or currently (if any), are available for inspection and/or copying by contacting the City's Economic Development Manager during regular business hours at the City's Community Development Office.
6. Questions regarding the zoning for the Property should be addressed to the City's Planning Manager during regular business hours at the City's Community Development Office.

7. The City shall not be responsible for paying the fees or commission of any bidder's real estate broker or representative.
8. The City reserves the right to reject any or all bids tendered, to waive irregularities, or to cancel or reschedule the bid submission deadline and/or auction.
9. Upon presentation by the City, the highest bidder shall immediately execute the Real Estate Transfer Agreement with the City subject to the terms and conditions as set forth in the City of Urbana's Ordinance No. 2018-10-067 dated October 15, 2018, and this Notice of Public Sale.
10. The closing date on any resulting sale shall be scheduled 30 days after the effective date of the aforementioned Real Estate Transfer Agreement. If the successful bidder fails to close or pay the balance due upon closing, the Bid Deposit paid shall be forfeited and retained by City, and the City may resell the Property. Possession shall be delivered at closing.
11. As set forth in the aforementioned Real Estate Transfer Agreement, at the time of the closing transaction the successful bidder shall execute a Warranty Deed that conveys the Property back to the City. The City shall place this Warranty Deed in escrow with the City's Community Development Services Department. The City shall deliver the Warranty Deed back to the successful bidder if it completes all demolition as required by the Real Estate Transfer Agreement, however the City may record the Warranty Deed in the Champaign County Office of the Recorder of Deeds if the successful bidder does not complete all demolition within ninety (90) days of closing.
12. The City may request assurances and proof satisfactory to the City of the bidder's ability to purchase the property. Failure of the bidder to produce same, to City's satisfaction as measured solely by the City, shall permit the City to terminate the sale to said bidder.
13. The Property shall be available for inspection, upon City's receipt of reasonable written request, prior to the public auction.
14. The City has established a minimum and reserve sales price of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** and any auction bid at an amount lower than that minimum sales price shall be disqualified and rejected.
15. Upon notification that a bidder was the high bidder at auction, that bidder shall tender to the City a "Bid Deposit" which shall be a check in the amount of Five Percent (5.0%) of said bidder's successful bid amount. The successful bidder's Bid Deposit shall be credited to the sale price or otherwise retained by the City as set forth in this Notice.

Approved by:  
Urbana City Council  
City of Urbana, Illinois  
Ordinance No. 2018-10-067  
Date: October 15, 2018

## REAL ESTATE TRANSFER AGREEMENT

This agreement is made between the undersigned buyer (the "Buyer"), and the City of Urbana, Illinois (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 real estate (the "Premises") located at 1301 East Washington Street, Urbana, Illinois 61802-4447, and having a permanent index number of 92-21-16-327-011. The legal description is attached as Exhibit A.
2. **Purchase price.** The purchase price is \$ 18,000<sup>00</sup>, minus credits and prora-tions, and is due and payable in cash or by check at the closing.
3. **Condition of Premises.** Except as provided in section 8, 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.
4. **Deeds.** The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in section 5(B). At the time of closing of this transaction, the Buyer shall execute a Warranty Deed that conveys said Property back to the Seller. The Seller shall place this Warranty Deed in escrow with the Seller's Community Development Services Department ("Escrow Agent"). If the Buyer completes all demolition as required by section 12, the Escrow Agent shall deliver the Warranty Deed to the Buyer. If the Buyer does not complete all demolition as required by section 12, or as provided in any modification to this agreement, the Escrow Agent may record it in the Champaign County Office of the Recorder of Deeds.
5. **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, condi-tions, 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 insur-ance 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 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 the Buyer's part.

6. **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 will be outstanding and not fully satisfied at the time of closing.

7. **Closing; possession.** The parties shall hold the closing no later than 30 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. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.

8. **Environmental disclosure.** 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 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 may terminate this agreement by written notice to the Seller.

9. **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.

10. **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. The attachment to this agreement is incorporated herein by this reference thereto.

11. **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.

Buyer

Ed + Michelle Salfelder  
706 Jeffery Dr.  
Mahomet, IL 61853

Seller

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

12. **Demolition.** The commercial buildings located on the Premises are unsafe and dangerous, have unsafe equipment, and are unfit for human occupancy. The Buyer shall demolish all buildings and parking lots 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 any life and safety code violations on the Premises, unless the condition of the Premises so deteriorates that it becomes an imminent danger to the public. This section will survive the closing and will not merge with the deed.

13. **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 for one year 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.


[Signature page follows]

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

**Buyer:**

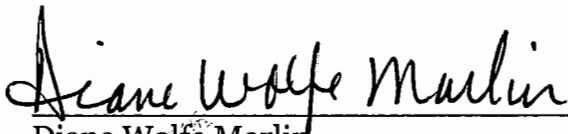
  
\_\_\_\_\_  
Name

11/1/18  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Name

11/1/18  
\_\_\_\_\_  
Dated

**Seller:**

By:   
\_\_\_\_\_  
Diane Wolfe Marlin  
Mayor

11/1/18  
\_\_\_\_\_  
Dated

ATTEST:

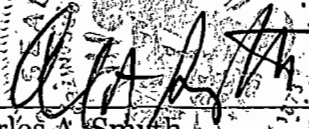
  
\_\_\_\_\_  
Charles A. Smyth  
City Clerk  
Ordinance No. 2018-10-067

Exhibit A:      Legal Description

Exhibit A  
Legal Description

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  $89^{\circ}19' 1/2''$  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  $44^{\circ}48' 1/2''$  West, a distance of 384.04 feet to an iron rod monument situated at a point of tangency; thence South  $46^{\circ}44' 1/2''$  East along said Northeasterly wayland line, 75.67 feet to an iron rod monument; thence South  $00^{\circ}02' 1/4''$  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  $46^{\circ}44' 1/2''$  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:

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