

ORDINANCE NO. 2012-05-047

AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY FROM URBANA  
SCHOOL DISTRICT NO. 116 AND APPROVING AN INTERGOVERNMENTAL  
AGREEMENT FOR TRANSFER OF SAID PROPERTY

(301 North Race Street)

**WHEREAS**, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Urbana School District No. 116 ("District") is a body politic and corporate, organized under and existing pursuant to the School Code of the State of Illinois, 105 ILCS 5/1-1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative agreements between Illinois units of local government and school districts; and

**WHEREAS**, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, authorizes and provides for school districts to convey, grant, or transfer real estate to any municipality upon the agreement of the corporate authorities governing the respective parties; and

**WHEREAS**, the District holds legal title to a parcel of real estate commonly known as 301 North Race Street ("Property") within the City; and

**WHEREAS**, all of the District's territory, including the Property, lies within the corporate limits of the City; and

**WHEREAS**, the City Council finds and declares that it is necessary or convenient for the City to use, occupy, or improve the Property for the Boneyard Creek Improvements Project and for other public purposes; and

**WHEREAS**, the City Council desires that the District transfer its rights, title, and interest in the Property to the City by the authority conferred by the Local Government Property Transfer Act and upon such terms of an Intergovernmental Agreement for Transfer of Property between the Board of Education of the District and the City; and

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

**Section 1.**

The City Council of the City of Urbana hereby requests that the Board of Education of Urbana School District No. 116 execute a deed and take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the City, to transfer the District's rights and title in the parcel of real estate commonly known as 301 North Race Street to the City,

in accordance with the terms of an Intergovernmental Agreement for Transfer of Property between the District and the City.

**Section 2.**

The transfer of the real estate commonly known as 301 North Race Street in Urbana, Illinois, and legally described below, on such terms as contained in the Intergovernmental Agreement for Transfer of Property attached hereto and incorporated herein, is hereby approved:

Lot 1 of Eastern Illinois Foodbank Replat, as per plat recorded November 7, 1996 in book "CC" at page 220 as Document 96R 28026, in Champaign County, Illinois.

PIN: 91-21-08-452-005

**Section 3.**

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

**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 a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

## INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT is made between THE BOARD OF EDUCATION OF URBANA SCHOOL DISTRICT NO. 116 (the "Transferor") and THE CITY OF URBANA (the "Transferee") effective on the last date signed by a party hereto. In consideration of the covenants hereinafter set forth, the parties agree as follows:

1. **Property.** The Transferor hereby agrees to transfer, and the Transferee hereby agrees to accept, the following described property (the "Property"):

301 North Race Street, Urbana, Illinois 61801  
PIN: 91-21-08-452-005

Lot 1 of Eastern Illinois Foodbank Replat, as per plat recorded November 7, 1996 in book "CC" at page 220 as Document 96R 28026, in Champaign County, Illinois.

2. **Payment.** The Transferee agrees to pay to the Transferor upon delivery of possession the sum of sixty-five thousand dollars (\$65,000), minus credits as provided herein.

3. **Deed.** The Transferor agrees to convey said Property to the Transferee by a good and sufficient Quitclaim Deed, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.

4. **Evidence of title.**

- A. The Transferee shall be responsible for ordering a Commitment for Title Insurance issued by a title insurance company doing business in Champaign County, committing a company to issue a policy in the usual form insurance title to the real estate in the Transferee's name for the amount set forth in Paragraph 2 above. The Transferee shall be responsible for payment of the Transferor's premium and search charges.
- B. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; existing mortgages to be paid by the Transferor at closing.
- C. If title evidence discloses exceptions other than those permitted, the Transferee shall give written notice of such exceptions to the Transferor within a reasonable time. The Transferor 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 payment set forth in Paragraph 2 above at the time of transfer. If the Transferor is unable to cure such exception, then the Transferee shall have the option to terminate this Agreement.

5. **Taxes and assessments.** 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.

6. **Possession.** The Transferor shall deliver possession of the Property to the Transferee not later than July 9, 2012, upon payment of the amount set forth in Paragraph 2 above, at

the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree.

7. **Improvements.** Because the Property is vacant and without any improvements, there is no need to provide for the possible loss of any improvement, and the Transferee waives the Transferor's compliance with any required disclosures.

8. **Notices.** Any notice required under the Agreement to be served upon the Transferor or Transferee will be effective when deposited in the U.S. Mail, postage prepaid and addressed to the party, or when delivered personally to such party.

9. **Condition of property.** The Transferee agrees to accept the Property in its "as-is" condition, and the Transferor disclaims all warranties express or implied as to the condition of the Property.

10. **Execution and counterparts.** This Agreement may be executed in several 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 person executing it as Transferor covenants that it is the record owner of the Property and has full power and authority to so execute and deliver this Agreement.

11. **Parking spaces.** The Transferee agrees to provide the Transferor with 12 parking spaces on the north side of Griggs Street west of Race Street and 11 parking spaces on the east side of the Property, as shown on Exhibit "A," attached hereto and made a part hereof. Said parking shall continue in effect so long as the Transferor occupies and uses the building located at 205 North Race Street, Urbana, Illinois, as its Urbana School District No. 116 administration building. The Transferor agrees to notify the Transferee in writing within thirty (30) days of no longer occupying 205 North Race Street as an administration building. The Transferor agrees that the parking spaces identified above are for the individual and exclusive use of its employees and invitees and that sub-leasing, lending, sharing, or other use of these parking spaces is specifically prohibited unless otherwise agreed upon in writing. The Transferor agrees that it will never make any charge for use of the said parking spaces.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Transferor  
Board of Education of  
Urbana School District No. 116  
205 North Race Street  
Urbana, Illinois 61801

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

BY:

BY:

\_\_\_\_\_  
District Authorized Signature

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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Secretary

APPROVED AS TO FORM:

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Eugene J. Hanses, Jr., Esq.

ATTEST:

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Phyllis D. Clark, City Clerk

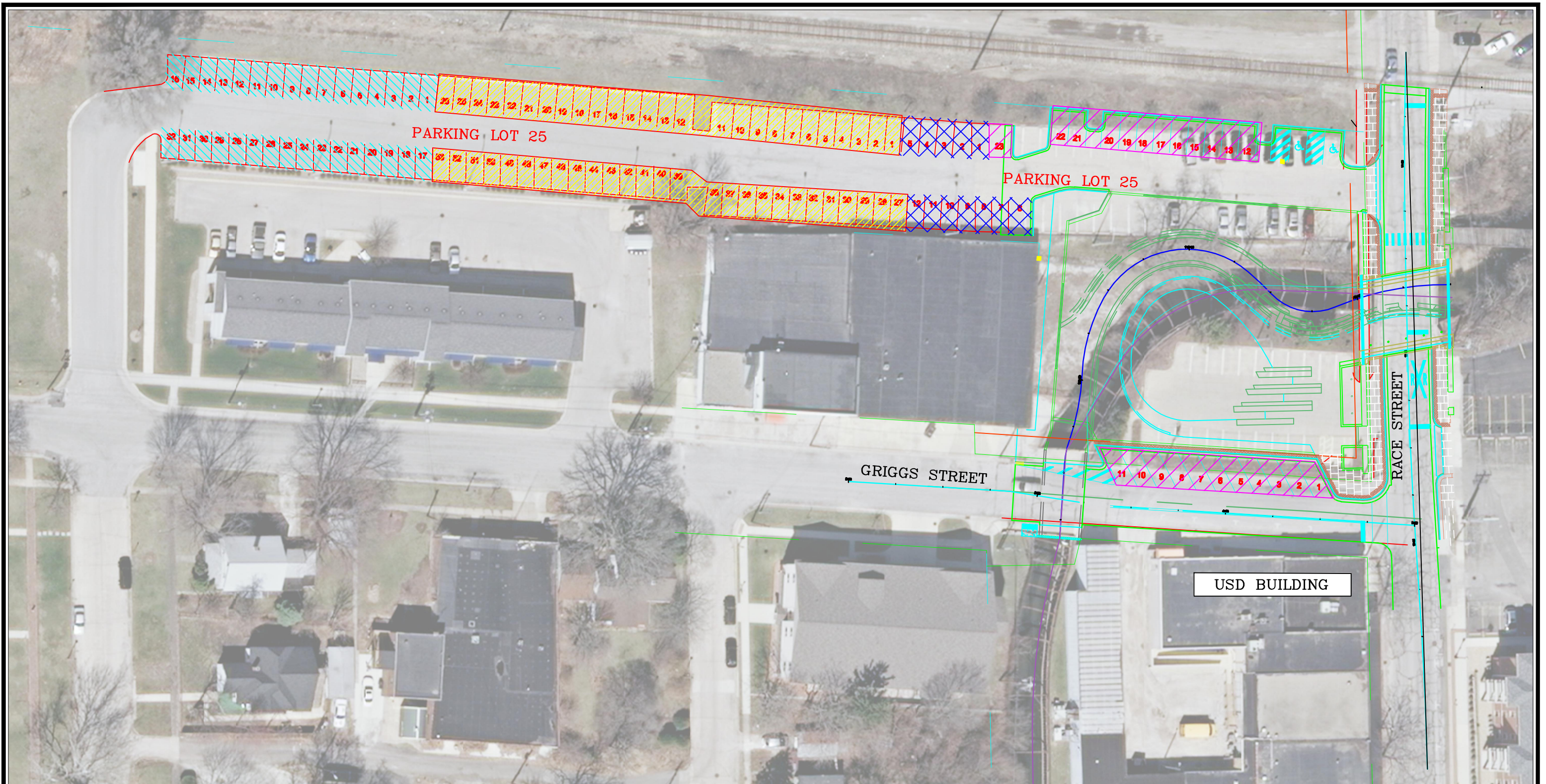
APPROVED AS TO FORM:

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Acting City Attorney

DRAFT



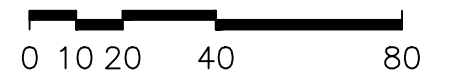


- PROPOSED 23 USD SPACES FOR BONEYARD CREEK PROJECT
- 12 METERED PUBLIC SPACES
- EXISTING 32 ADULT ED STUDENT PARKING SPACES
- EXISTING 53 ADULT ED & USD ADMINISTRATION PARKING

\*EXISTING SCHOOL DISTRICT PARKING LOT HAS 23 SPACES

SCALE: 1"=40'

SCALE IN FEET



PREPARED BY:  
CITY OF URBANA  
ENGINEERING DIVISION  
706 S. GLOVER  
URBANA, IL 61802

URBANA SCHOOL DISTRICT  
PARKING

DATED: MARCH 27, 2012	DRAWN BY: B.J.O.
DESIGNED BY: B.J.O.	CHECKED BY: B.M.B.

SHEET 1 OF 1