



TO: Mayor Diane Marlin and City Council Members

FROM: Carol Mitten, City Administrator

DATE: January 12, 2022

**SUBJECT: AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN
REAL ESTATE (1501 East Mumford Drive)**

City Council is asked to approve an Ordinance authorizing the purchase of 1501 East Mumford Drive (93-21-21-401-020) for \$905,000. The property will be used for the construction of the replacement of Fire Station 2, which is currently located across the street at 2103 South Philo Road.

Background

The Facilities Master Plan identified the need to build a new Fire Station 2, because the existing facility is nearing the end of its useful life. In anticipation of the eventual replacement of Fire Station 2, the City purchased the property at 2201 South Philo Road in 2017 to provide land for expansion. Together, the site of the existing fire station and the adjacent land contain a total of 21,634 square feet or approximately one-half acre.

Additional flexibility is sought in terms of the design of the replacement fire station, as well as the size and additional facilities that might be included. Therefore, the City recommends purchasing the larger parcel at 1501 East Mumford Drive.

Description

The site at 1501 East Mumford Drive contains 240,888 square feet of land (5.53 acres) and is located at the southeast corner of East Mumford Drive and South Philo Road. It is currently farmed by Sola Gratia, a community-based, non-profit farm.

There are multiple advantages to the subject property for the design of the new fire station. The first is that the existing Fire Station 2 can remain operational during the construction period so that there can be a seamless transition to the new facility with no loss in service coverage.

The new site occupies a corner, which offers the potential for a drive-through station design. This is a safer design option than one that requires the apparatus to be backed into the station.

The larger site will also allow for a larger footprint. This will allow not only for the flexibility to

expand to a three-bay station, but to have the entire station on one level and to allow for the potential inclusion of community-serving uses. The larger site will also allow for the flexibility to consider constructing dedicated ambulance bays and sleeping quarters that could be leased to one or more local ambulance companies.

Inasmuch as the scoping efforts for the station design are just beginning, it is too soon to predict what the configuration of the new station will be, but the larger site area would allow many more options in making design considerations.

In any event, it is unlikely that the fire station project will require the full 5.53-acre site. There will be a separate decision point for the future use of any excess land that is part of the subject site, as well as the eventual disposition of the parcel on which the current station is built (and the adjacent property).

The City has agreed to enter into a lease with Sola Gratia for the 2022 growing season. Sola Gratia will be purchasing undeveloped land in the Eagle Ridge subdivision (from the same seller as the subject property), which will provide them with a permanent location for their operations.

A Phase I Environmental Assessment has been prepared for the subject property by Fehr-Graham. There are no known contaminants on the subject property, which has been farmed for more than 80 years, and no reason to conduct a Phase II assessment.

Fiscal Impact

Upon Council approval, the subject property would be placed under contract to the City in the amount of \$905,000. This price was negotiated by the parties based on an appraisal that was prepared in September 2021 by Whitsitt & Associates. Closing would be expected to take place next month.

When preparing the latest Capital Improvement Plan (CIP), staff did not anticipate the opportunity to purchase the subject property and the purchase amount was not included in the CIP. Therefore, the purchase price is included in the Omnibus Budget Amendment that is being contemporaneously presented for Council action.

Recommendation

I recommend that the City Council approve the purchase of the property at 1501 East Mumford Drive for the price of \$905,000.

Attachments: Site Map
Plat
Draft Contract of Sale
Draft Ordinance

Site Map - 1501 E. Mumford Dr.



Legend

 Subject Property

Urbana 2020 Aerial



RECORDED ON
-03-2000 11:56:55
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC. FEE: 93.02
REV. FEE: 4.33
PAGES: 43
PLAT ACT:



- LEGEND**
- 30 INCH LONG, 1/2-INCH DIAMETER ALUMINUM MONUMENT SET WITH ALUMINUM CAP STAMPED "LS 2206 2207"
 - EXISTING BORN PIPE/PAV SURVEY MONUMENT FOUND
 - EXISTING CONCRETE SURVEY MONUMENT FOUND
 - EXISTING RIGHT-OF-WAY LINE
 - - - - - EXISTING EASEMENT LINE
 - ARC ARC MEASUREMENT
 - CHD. CHORD MEASUREMENT
 - CHDB. CHORD BEARING MEASUREMENT
 - RA. RADIUS
 - () RECORD MEASUREMENT AND/OR DATA
 - WC WITNESS CORNER
 - ∠ DENOTES 90 DEGREE ANGLE
 - PC POINT OF CURVATURE
 - - - - - PROPOSED PUBLIC UTILITY / DRAINAGE EASEMENT LINE

SIGNED AND SEALED OCTOBER 29, 2000

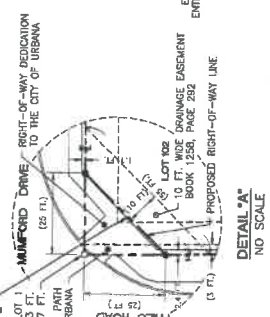
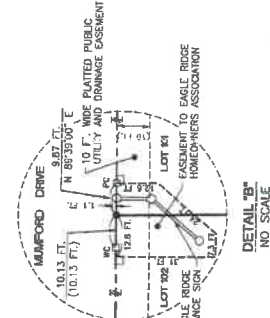
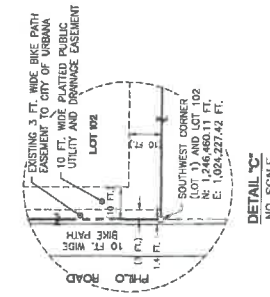
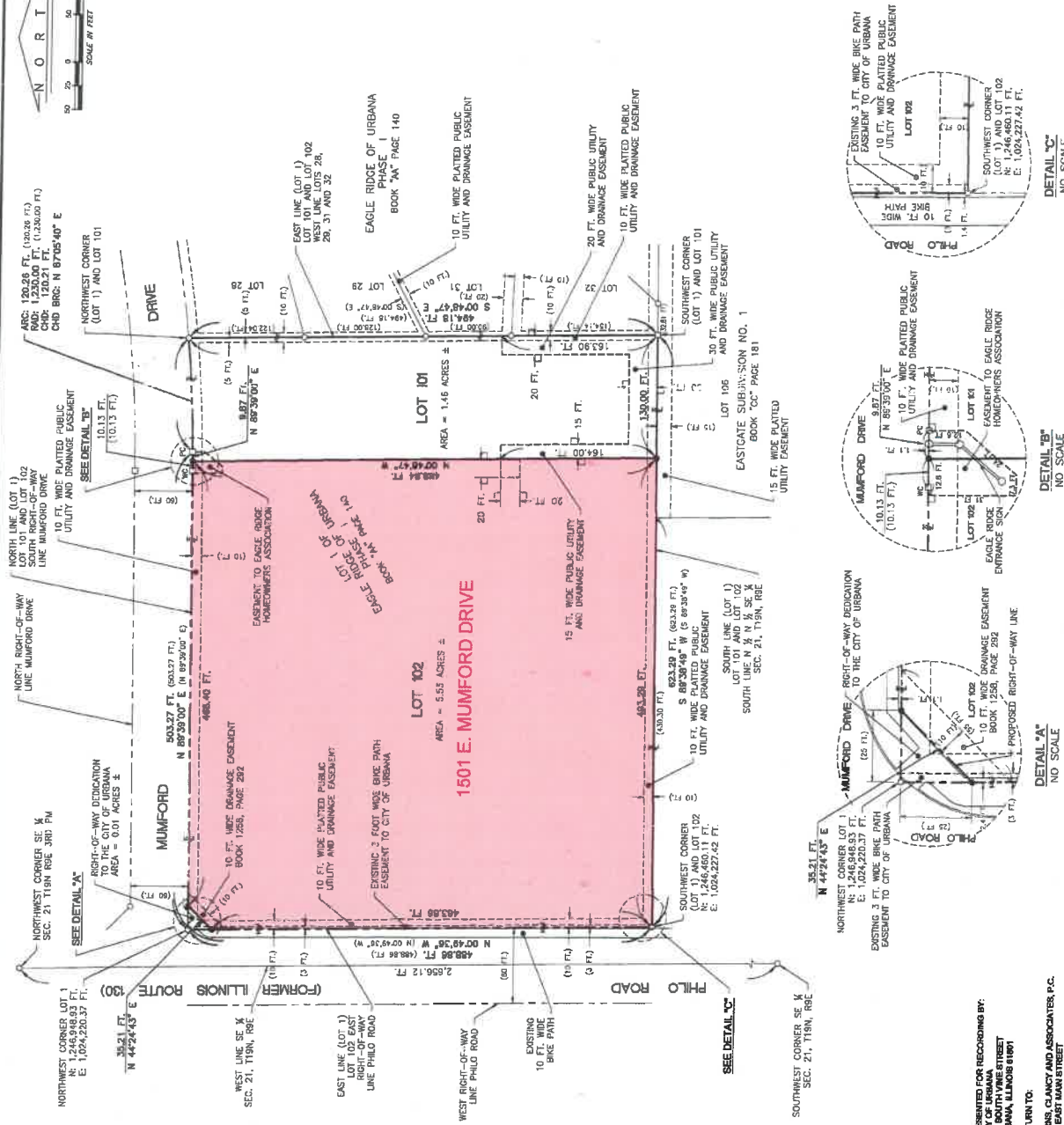


Edward L. Clancy
EDWARD L. CLANCY, L.S., P.E., VICE PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
ILLINOIS PROFESSIONAL COUNTY, ILLINOIS
DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2000

REPLAT OF LOT 1 OF
EAGLE RIDGE OF URBANA
PHASE I
CHAMPAIGN COUNTY, ILLINOIS

BERNS, CLANCY AND ASSOCIATES, P.C.
ENGINEERS • SURVEYORS • PLANNERS
405 EAST MAIN STREET - PO BOX 765
URBANA, ILLINOIS 62901-0765
PHONE: 272/58-1144 FAX: 272/58-4585

DATE: 11/29/00
FILE: 110837/PLATE
SHEET: 1 OF 2



PRESENTED FOR RECORD BY:
CITY OF URBANA
URBANA, ILLINOIS

RETURN TO:
BERNS, CLANCY AND ASSOCIATES, P.C.
405 EAST MAIN STREET
URBANA, ILLINOIS 62901

ORDINANCE NO. _____

**AN ORDINANCE
AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE
(1501 E. Mumford Drive, Urbana, Illinois)**

WHEREAS, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the Corporate Authorities of the City may authorize; and

WHEREAS, the Corporate Authorities of the City have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the City to acquire certain real estate in order to promote and protect the health, safety, and welfare of the public, particularly the construction and operation of a fire station; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement of Purchase and Sale (the “Agreement”), a copy of which is attached hereto and incorporated by reference herein, by and between the entity listed below, as Seller, and the City, as Purchaser, whereby the Seller agrees to sell and the City agrees to purchase the certain parcel of real estate, together with related improvements and appurtenances located thereon (as more particularly described in the Contract, the “Property”) set forth below:

Chicago Title Land Trust Successor Trustee
to Busey Bank as Trustee under a trust entitled Trust 1-915
1501 E. Mumford Dr.
Urbana, IL 61802
PIN: 93-21-21-401-020
Purchase Price: \$905,000.00

; and

WHEREAS, the Purchase Price for the Property is shown above.

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

Section 1. That the acquisition of the Property by the City from the Seller for the purposes as set forth in the preambles and recitals of this Ordinance and under such terms and conditions as set forth in the Contract be and the same is hereby authorized and approved.

Section 2. That for an on behalf of the City, the Mayor is hereby authorized to execute and deliver the Agreement, and the City Clerk is authorized to attest the same.

Section 3. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts

and things and to prepare, execute, deliver, acknowledge and file all such supplemental documents, agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Ordinance and the consummation of the conveyance of the Property to the City in accordance with the respective terms, conditions and undertakings of the Contract.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting held on the date set forth below upon a roll call vote as follows:

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

AYES:

NAYS:

ASTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2022.

Diane Wolfe Marlin, Mayor

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is made this 25th day of January, 2022, by and between Chicago Title Land Trust Successor Trustee to Busey Bank, as Trustee under a trust entitled Trust 1-915 (the "**Seller or "Trust"**") and the City of Urbana, Illinois, an Illinois municipal corporation (the "**Purchaser**")

1. SALE.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, at the purchase price set forth below, and on the terms and conditions set forth in this Agreement, the property, the legal descriptions of which are listed on Exhibit A ("**Real Property**" or "**Property**") described in **Exhibit A**, together with all rights, improvements, easements and interests appurtenant thereto.

2. PURCHASE PRICE.

The total purchase price to be paid to Seller by Purchaser for the Real Property shall be Nine Hundred Five Thousand Dollars (\$905,000) (the "**Purchase Price**"). The Purchase Price shall be paid to Seller at Closing, plus or minus pro-rations and other adjustments hereunder, by federal wire transfer of immediately available funds.

3. CLOSING.

The purchase and sale contemplated herein shall be consummated at a closing ("**Closing**"), subject to any contingencies, to take place at the offices of the title insurance company that provided a commitment to Purchaser, in Champaign County, IL, or at such other location as the parties may mutually agree upon in writing. The Closing shall occur on or before March 1, 2022, or at such other time as the parties may mutually agree upon in writing (the "**Closing Date**").

4. SELLER'S DOCUMENTS.

Seller shall deliver to the Title Company a copy of the Trust showing Trustee's authority to sell and transfer the Property and to Purchaser a true copy of the Lease to Sola Gratia.

5. TITLE MATTERS.

- (a) Conveyance of Title. At Closing, Seller shall deliver to Purchaser a Trustee's deed (the "**Deed**"), in recordable form and being satisfactory to Purchaser (guided by its conformity to the requirements under this Agreement), conveying the Real Property to Purchaser free and clear of all liens, claims and encumbrances except for the following items (the "**Permitted Exceptions**"): (i) the lien of general real estate taxes not yet payable; (ii) the possessory rights of the tenant, Sola Gratia, (i.e., with no rights or options to purchase) under any current lease; (iii) all easements, restrictions, obligations and encumbrances existing or of record; (iv) all other provisions and documents relating to the Property; (v) rights and obligations and agreements (implied or express) relating to the access to, operation of, use of and maintenance of the detention basin; and (vi) governmental laws, ordinances and regulations. Notwithstanding anything contained in this Agreement to the contrary, under no circumstances shall Permitted Exceptions

include any (x) delinquent taxes or assessments, (y) monetary liens created by or under Seller, or (z) valid mechanic's liens resulting from improvements through the date of Closing. For any claim, right, liability, cause of action or suit, whatsoever, relating to the title, ownership, interpretation or extent of property rights or insurance coverage whether such is known or unknown, present or future, real or contingent ("**Claim**"), Purchaser shall first pursue all remedies under and through its rights as specified and insured under the Title Policy. Not until Purchaser has exhausted its rights under the Title Policy may it proceed against the Seller for any Claim.

- (b) Title Insurance Commitment. Seller shall deliver to Purchaser a title commitment covering the property described in Exhibit A, dated on, or within 3 days before, the date of this Agreement, issued by Chicago Title Insurance Company (the "**Title Company**"), for the issuance of an owner's title insurance policy in the full amount of the Purchase Price, subject only to the Permitted Exceptions and exceptions generally included in title policies in Champaign County (the "**Title Policy**"). The cost of all title insurance charges, premiums and endorsements, including all search, continuation and later date fees shall be paid by the Seller.

6. REPRESENTATIONS AND WARRANTIES.

For the purposes of this Section 6 and Section 8, where any representation or warranty is expressly qualified by reference to "knowledge" or "awareness" (or similar qualification) of the Seller, it will be deemed to refer to the actual knowledge of any current beneficiary of the Seller, subject to the limits of liability below. Seller represents and warrants to Purchaser that the following are true as of the Closing Date:

Seller's Documents and Seller's Deliveries. To the best of the knowledge of Seller, Seller's Documents and Seller's Deliveries are true, accurate and correct.

- (a) Contracts. To the best of Seller's knowledge, except for the current lease to Sola Gratia, there are no written contracts of any kind relating to the management, leasing, operation, maintenance or repair of the Real Property, which Seller has entered into, and which would be binding on Purchaser or the Real Property subsequent to Closing other than the Lease with Sola Gratia, an Illinois not for profit corporation. Purchaser agrees to allow and execute the continuation of the lease by Sola Gratia for the crop year 2022 in substantially the same form as the lease for the crop year 2021.
- (b) Compliance with Laws and Codes. To the best of Seller's knowledge, the Real Property, and the use and operation thereof, is in material compliance with all applicable municipal and other governmental laws (including, without limitation, the Americans With Disabilities Act), ordinances, regulations, codes, licenses, permits and authorizations, and Seller has received no notice of any zoning, building, fire or health care violation from any Governmental Authorities (as hereinafter defined) having jurisdiction over the Real Property.
- (c) Litigation. There are no pending or (to the best of Seller's knowledge, threatened) judicial, municipal or administrative proceedings affecting the Real Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Real Property or any portion thereof.

- (d) Authority. Seller is a trust duly formed, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into, and execute, this Agreement and to consummate the transactions contemplated hereby. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or to Seller's knowledge, the Real Property is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller, and/or to Seller's knowledge the Real Property is subject.
- (e) United States Person. Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "**Entity Transferor**" certification to such effect at Closing.
- (f) Detention Basin. Seller makes no representation or warranties regarding the current condition, capacity or benefit to the Property of the Detention Basin.

The representations and warranties of Seller set out in this Section 6 shall survive the Closing for a period of 30 days after the Closing Date. Purchaser represents and warrants to Seller that the following matters are true as of the Closing Date:

- (a) Purchaser's Deliveries. All of Purchaser's Deliveries are true, accurate and correct. Seller shall be considered to have delivered to Purchaser true and complete copies of all documents and information in Seller's possession or control.

7. COVENANTS OF THE PARTIES.

- (a) Effective as of the execution of this Agreement, Purchaser hereby covenants with Seller that the Purchaser has had an adequate opportunity to obtain its own independent legal advice with respect to the transaction(s) contemplated by this Agreement and to access all applicable documents relating to the Real Estate.

8. ENVIRONMENTAL WARRANTIES AND AGREEMENTS.

- (a) Definitions.

Unless the context otherwise requires:

- (i) "Environmental Law" or "Environmental Laws" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended ("CERCLA"); (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (v) the Clean Water Act (33 U.S.C. I 1251 et seq.), as amended; (vi) the Toxic Substances Control Act (15 U.S.C. I 2601 et seq.), as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. I 136 et seq.), as amended; (ix) the Safe Drinking Water Act (41 U.S.C. I 300f et seq.), as amended; (x) any state,

county, municipal or local statutes, laws or ordinances similar or analogous to the federal statutes listed in parts (i) - (ix) of this Subparagraph (a); (xi) any amendments to the statutes, laws or ordinances listed in parts (i) - (x) of this Subparagraph (a); (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or implementing the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this Subparagraph (a); and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like now in effect relating to environmental, health or safety matters.

- (ii) "Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including, but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs, and asbestos.

(b) Environmental Representations and Warranties of Seller.

Seller represents to Purchaser, as follows:

- (i) To the best of Seller's knowledge, the Real Property (including underlying groundwater) has been and continues to be owned and operated in compliance with all Environmental Laws in effect on the date hereof.
- (ii) There have been no past and there are no pending or, to the best of Seller's knowledge, threatened (1) written claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Real Property, or (2) written claims, complaints, notices, or requests for information received by Seller regarding potential or alleged liability under any Environmental Law with respect to the Real Property.
- (iii) To the best of Seller's knowledge, there have been no Releases of Hazardous Materials at, on, under or about the Real Property.

- (c) Environmental Contingency. Within thirty (30) days of the execution of this Agreement, Purchaser shall be entitled, at its option and sole expense, to conduct an environmental investigation of the Real Property for purposes of verifying the absence of Hazardous Material. Such investigation may include, but not be limited to, inspections, soil tests, boring and similar studies. In the event that Purchaser's initial environmental investigation requires additional physical testing or data, the period of this contingency shall be extended for an additional thirty (30) days upon Purchaser's request. Seller agrees to cooperate with Purchaser in providing access to the Real Property for such investigation. In the event the environmental investigation conducted by Purchaser reveals that the soil or groundwater is contaminated or otherwise in violation of any environmental federal, state or local law or regulation, Purchaser shall notify Seller or Seller's Attorney and may cancel and terminate this Agreement, unless Seller agrees to remediate such contamination at its sole cost and expense.

9. CLOSING DELIVERIES.

- (a) Seller's Deliveries. At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following, in form and substance reasonably acceptable to Purchaser and the Title Company, as applicable:
- (i) Deed. The Trust Deed (as defined above), executed by Seller in recordable form conveying the Real Property to Purchaser free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.
 - (ii) Transfer Declarations. Signed state, county and municipal real estate transfer declarations, as applicable.
 - (iii) ALTA Statement. An ALTA Statement executed by Seller in form and substance reasonably acceptable to the Title Company and to Purchaser.
 - (iv) Title Policy. The Title Policy issued by the Title Company in favor of Purchaser dated as of the date of recording of the Deed in the amount of the Purchase Price, with such endorsements and otherwise in accordance with the requirements herein (it being understood that Seller will provide any certificates or undertakings required in order to induce the Title Company to insure over any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file).
 - (v) Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.
 - (vi) Entity Transfer Certificate. Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
 - (vii) Other. Such other corporate and other documents and instruments as may reasonably be required by Purchaser, its (or its underwriters' or lenders') counsel or the Title Company and that may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.
- (b) Purchaser's Deliveries. At Closing, Purchaser shall deliver, or cause to be delivered to Seller, Purchaser's executed original counterpart of:
- (i) The Closing Statement.
 - (ii) The Urbana City Council Ordinance authorizing the purchase of the Real Property at the Purchase Price.
 - (iii) State, county and municipal real estate transfer declarations, as applicable.
 - (iv) Such other corporate and other documents and instruments as may reasonably be required by Seller or the Title Company and that may be

necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

- (v) The net amount due to Seller hereunder.

10. PRORATIONS AND ADJUSTMENTS.

The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, except as otherwise specified:

- (a) Real estate taxes and assessments which are not yet payable at or prior to the Closing Date shall be paid by the Purchaser.

11. CLOSING EXPENSES.

Seller will pay the entire cost of the Owner's Title Policy, all state and county transfer taxes relating to the instruments of conveyance contemplated herein and the cost of recording the Deed.

12. BENEFIT.

This Agreement is for the benefit only of the parties hereto and their nominees, successors, beneficiaries and assignees as permitted herein and no other person or entity shall be entitled to rely hereon, receive any benefit from or enforce against any party hereto any provision hereof.

13. LIMITATION OF LIABILITY.

Upon the Closing, neither party shall assume or undertake to pay, satisfy or discharge any liabilities, obligations or commitments of the other, other than those specifically agreed to between the parties and set forth in this Agreement, and each party agrees that it shall be solely responsible therefor. Purchaser's remedies under this Agreement shall only be against any remaining assets in the Trust and not against any beneficiary of the Trust or their beneficiaries, successors or assigns.

Each party agrees that in entering this Agreement it has not relied and is not relying on any representation, warranty or other statements, whatsoever, whether written or oral, by the other party or any person acting on behalf of either of them, other than those expressly set forth in this Agreement.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND EACH PARTY HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY NOT CONTAINED IN THIS AGREEMENT (INCLUDING THE WAIVER OF THE IMPLIED WARRANTIES OF GOOD CONSTRUCTION, FITNESS FOR A PARTICULAR PURPOSES AND MERCHANTABILITY), WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

A violation of any term of this Agreement shall not result in any of the following damages: liquidated, incidental, consequential, contingent, exemplary, remote, or punitive or special damages (including loss of profits).

14. REASONABLE EFFORTS.

Seller and Purchaser shall use their reasonable, diligent and good faith efforts, and shall cooperate with and assist each other in their efforts, to obtain such consents and approvals of third parties (including, but not limited to, governmental authorities), to the transaction contemplated hereby, and to otherwise perform as may be necessary to effectuate transfer the Real Property to Purchaser in accordance with this Agreement. The Purchaser has informed the Seller that this Agreement and its ability to complete the purchase of the Real Property at the Purchase Price is contingent upon an affirmative vote by the Urbana City Council approving the purchase and appropriating the necessary funds.

15. MISCELLANEOUS.

- (a) Entire Agreement. Unless specifically stated herein, this Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- (b) Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- (c) Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.
- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Agreement.
- (e) No Finder's Fee, Broker's Fee or Commission. Purchaser represents that it initiated the investigation into the possibility of a sale of the Real Estate by contacting representatives of Seller directly and that the contact was not the result of the receipt of any marketing or other sales materials. Each Party represents to the other that it has not incurred, and will not incur, the responsibility to pay a finder's fee, broker's fee or commission of any sort related to the sale of the Real Property under this Agreement.
- (f) No Claim with Knowledge. Purchaser shall not be entitled to bring any claim for a violation in respect of any matter relating to or resulting from a matter about which Purchaser had actual knowledge at the date of this Agreement unless the Purchaser first displays that it had no such knowledge when alleging a violation.
- (g) Insurance Proceed and Third-Party Payments. Notwithstanding anything herein to the contrary, the amount of any damages owed by any party to any other party shall be net of any insurance proceeds or other cash receipts actually received (that are

attributable to such damages) by the party who is entitled to recover damages from the other party.

- (h) Mitigation. Each party must reasonably mitigate the damages regarding any claim by or damages experience by the other party.
- (i) Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and Purchaser as follows:

Seller:

Chicago Title Land Trust Successor Trustee to Busey Bank, as Trustee under a trust entitled Trust 1-915

With a copy to:
David C. Thies,
Webber & Thies P.C.
202 Lincoln Square
Urbana, IL 61801

Purchaser:

City of Urbana
Attention: Dave Wesner
City Attorney
400 S. Vine Street
Urbana, IL 61801

Notices shall be deemed properly delivered and received when and if either (i) personally delivered or refused; (ii) delivered by Federal Express or other overnight courier; or (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

- (j) Condition of the Real Estate. Purchaser is purchasing the Real Estate "as is" except for all representations of Seller herein and is aware that development of the Real Estate will require grading and filling, electrical service, stormwater drainage and stormwater storage, sanitary drainage, gas and water service and also, to the extent required, zoning, widening of Philo Road and/or Mumford Drive, sidewalks, curb cuts, streets, driveways and walkways, and any subdivision platting required to allow more than one use within the site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

CONTRACT DATE: January 25, 2022

SELLER:

Chicago Title Land Trust Successor Trustee to Busey Bank, as Trustee under a trust entitled Trust 1-915

By: _____

Name: David C. Thies

Title: Not Personally, but as Agent of Seller

PURCHASER:

City of Urbana, Illinois, an Illinois Municipal Corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 102 of the Replat of Lot 1 of Eagle Ridge of Urbana, Phase I, in Champaign County, Illinois,
commonly known as 1501 East Mumford Drive, Urbana, Illinois 61802

PIN: 93-21-21-401-020

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of the City of Urbana, Illinois, an Illinois Municipal Corporation, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said Instrument thereto as such _____ of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of January, 2022.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David C. Thies, personally known to me to be the agent of Chicago Title Land Trust Successor Trustee to Busey Bank, as Trustee under a trust entitled Trust 1-915, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument thereto as such agent of said Trust, as his free and voluntary act and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of January, 2022.

Notary Public

My Commission Expires:

Trustee Exculpatory Clause shall be appended hereto