

JUN 16 2008


City Clerk

ORDINANCE NO. 2660

AN ORDINANCE TO AUTHORIZE THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN MARK A. SHARKEY AND JUDY A. SHARKEY, HIS WIFE, AND THE CITY OF COLUMBIA, ILLINOIS FOR THE CITY TO EXCHANGE A VEHICLE PARKING EASEMENT FOR FEE TITLE TO PROPERTY THE CITY NEEDS FOR ITS OLD TOWN RENOVATION PROJECT IN THE CITY OF COLUMBIA, ILLINOIS

WHEREAS, the Illinois Municipal Code allows the City to exchange real estate (including granting an easement interest in real estate belonging to the City) following a public hearing held pursuant to three-fourths (3/4) vote of the City Council holding office and after publication of notice of hearing in a newspaper published in the City, provided, however, the City Council enacts an ordinance authorizing a real estate exchange agreement which ordinance finds and declares:

- (1) That the premises to be conveyed by the City under such exchange, in the opinion of the City Council are no longer needed by the City for the public interest; and,
- (2) That the real estate premises to be received by the City under such exchange will prove useful to the City and will be for the public interest; and,
- (3) That the total value of the substitutional premises is approximately equal to or exceeds the value of the real estate premises for which same are being exchanged, as determined by the City Council, taking into consideration the long term best interest of the public;

WHEREAS, the City owns and holds real estate in which the Sharkeys wish to acquire a motor vehicle parking easement, thirty feet (30') long and ten feet (10') wide;

WHEREAS, the City needs to acquire right-of-way property for the City's Old Town Renovation Project from the Sharkeys and the Sharkeys have agreed to grant and convey fee title to said right of way property to the City in exchange for the parking easement aforesaid;

WHEREAS, the City Council of the City has found and determined and does hereby declared that the proposed real estate exchange satisfies the requirements of the City and

requirements of the law and that it is in the best interest of the City and Sharkeys to do and perform the same; and,

WHEREAS, pursuant to Division 76.2 of the Illinois Municipal Code, the City has conducted the required public hearing pursuant to the required public notice and the City has made the required findings and determinations stated in subparagraphs (1) through (3) above and it is now necessary and appropriate that the City shall enact this ordinance to authorize this Real Estate Exchange Agreement as required by Section 11-76.2-1 of Division 76.2 of the Illinois Municipal Code (65 ILCS 5/11-76.2-1).

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

Section 1. The recitals stated above in the preamble of this Ordinance are hereby incorporated into Section 1 of this Ordinance as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Real Estate Exchange Agreement attached hereto is hereby approved as to form and the Mayor is hereby authorized and directed to make and enter into the agreement for and on behalf of the City, in as many counterparts as the Mayor shall decide, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Oberkfell, and the roll call vote was as follows:

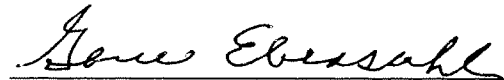
YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberkfell and Stumpf.

NAYS: None.

ABSENT: Mayor Hutchinson.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of June, 2008.



GENE EBERSOHL, Mayor Pro Tem

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

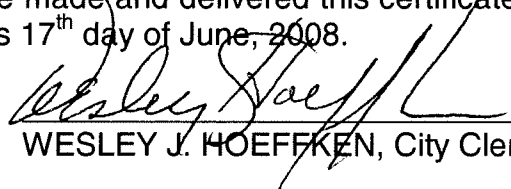
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2660 entitled:

“AN ORDINANCE TO AUTHORIZE THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN MARK A. SHARKEY AND JUDY A. SHARKEY, HIS WIFE, AND THE CITY OF COLUMBIA, ILLINOIS FOR THE CITY TO EXCHANGE A VEHICLE PARKING EASEMENT FOR FEE TITLE TO PROPERTY THE CITY NEEDS FOR ITS OLD TOWN RENOVATION PROJECT IN THE CITY OF COLUMBIA, ILLINOIS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 16th day of June, 2008.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 17th day of June, 2008.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

RETURN TO:
DAMS AND HUETSCH
P. O. Box 647
Columbia, Illinois 62236

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT is made and entered into this _____ day of June, 2008, by and between the CITY OF COLUMBIA, a Municipal corporation created and existing under and virtue of the laws of the State of Illinois, (the "City"), with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, the Party of the First Part, and MARK A. SHARKEY and JUDY A. SHARKEY, his wife, of 203 South Ferkel Street, City of Columbia, Monroe County, Illinois, the Parties of the Second Part, (the "Sharkeys"), WITNESSETH:

WHEREAS, the Illinois Municipal Code allows the City to exchange real estate (including granting an incorporeal easement interest in real estate belonging to the City) following a public hearing held pursuant to three-fourths (3/4) vote of the City Council holding office and after publication of notice of hearing in a newspaper published in the City, provided, however, the City Council enacts an ordinance authorizing a real estate exchange agreement which ordinance finds and declares:

- (1) That the premises to be conveyed by the City under such exchange, in the opinion of the City Council are no longer needed by the City for the public interest; and,
- (2) That the real estate premises to be received by the City under such exchange will prove useful to the City and will be for the public interest; and,
- (3) That the total value of the substitutional premises is approximately equal to or exceeds the value of the real estate premises for which same are being exchanged, as determined by the City Council, taking into consideration the long term best interest of the public;

WHEREAS, the City owns and holds real estate in which the Sharkeys wish to acquire a motor vehicle parking easement, thirty feet (30') long and ten feet (10') wide;

WHEREAS, the City needs to acquire right of way property for the City's Old Town Renovation Project from the Sharkeys and the Sharkeys have agreed to grant and convey fee title to said right of way property to the City in exchange for the parking easement aforesaid;

WHEREAS, the City Council of the City has found and determined and declared that the proposed real estate exchange satisfies the requirements of the City and requirements of the law and that it is in the best interest of the City and Sharkeys to do and perform the same; and,

WHEREAS, pursuant to Division 76.2 of the Illinois Municipal Code, the City has conducted the required public hearing pursuant to the required public notice and the City has made the required findings and determinations stated in subparagraphs (1) through (3) above and has enacted the required ordinance to authorize this Real Estate Exchange Agreement as required by Section 11-76.2-1 of Division 76.2 of the Illinois Municipal Code (65 ILCS 5/11-76.2-1).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained for the exchange of real estate herein made and provided, the parties stipulate and agree as follows:

Section 1. Sharkeys Easement Exchange. In consideration of the conveyance by the City in this agreement agreed to be made, Sharkeys agree to trade and convey fee title to the following described tract or parcel of land to the City:

Part of a tract of land conveyed to the Mark A. Sharkey by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 225 on Pages 894-896, being part of Lot 1 of "Roessler's Subdivision", reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in Envelope 86A, Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at the most Northerly corner of said Sharkey tract; thence at an assumed bearing of South 27°-48'-01" East, along the Northeast line of said Sharkey tract, a distance of 11.00 feet to a point; thence North 71°-37'-06" West, a distance of 15.87 feet to a point which lies on the Northwest line of said Sharkey tract; thence North 64°-33'-50" East, along said Northwest line, a distance of 11.00 feet to the Point of Beginning.

Containing 60 square feet or 0.001 acre, more or less.

PERMANENT PROPERTY INDEX NO. 04-15-367-002.

The transfer and exchange by Sharkeys to the City shall be by a "Warranty Deed" in the form attached hereto as Exhibit "1", which is by reference made part hereof.

Section 2. City Easement Exchange. In consideration of the conveyance by Sharkeys in this agreement agreed to be made, the City agrees to grant and convey to the Sharkeys a motor vehicle parking easement in the following described property the City, to wit:

The East Ten Feet (10') of the North thirty feet (30') of Lot No. ten (10) in Roessler's Subdivision, a Resubdivision of Lot 12-B and part of Lot 13 Outlots in the City of Columbia, Illinois reference to be had to plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Book of Plats "B" on page 122, except that part heretofore conveyed by George Roessler, Jr. and Oliver Roessler and their spouses to Ruth Kuergeleis by quit claim deed dated December 7, 1955, recorded in the Recorder's Office of Monroe County, Illinois in Book 74 on Page 308, more particularly described as follows: All of Lot Five (5), part of Lot Four (4), and part of Lot Ten (10) in Roessler's Subdivision, a Resubdivision of Lot 12-B and part of Lot 13 Outlots in the City of Columbia, Illinois, reference being had to

the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Book of Plats "B" on page 122, more particularly described as follows: Beginning at the most Southerly corner of the aforementioned Lot (10) of Roessler's Subdivision; thence in a Northeasterly direction along the Southeasterly side of Lot Ten (10) and Lot Five (5) for a distance of 187.61 feet to a point on the Southwesterly line of Ferkel Street, said point being the most Easterly corner of said Lot Five (5) of Roessler's Subdivision; thence in a Northwesterly direction along the Southwesterly line of Ferkel Street a distance of Ninety (90) feet; thence in a Southwesterly direction parallel with the Northwesterly line of said Lot Four (4) of Roessler's Subdivision a distance of 120.0 feet to a point on the Southwesterly line of said Lot Four (4); thence continuing in the same direction as the last course to a point on the Southwesterly line of said Lot Ten (10); thence in a Southeasterly direction along the Southwesterly line of Lot Ten (10) to the place of beginning.

Permanent Parcel Number: 04-15-367-001.

The Grant and Conveyance of the Easement shall be in the form attached hereto as Exhibit "2", which by reference is made part hereof.

Section 3. Substitutional Value. The parties agree that the total value of the property the City is receiving in the exchange is approximately equal to or exceeds the value of the parking easement the City is granting and conveying to the Sharkeys.

Section 4. Compensation. The parties acknowledge and agree that neither party shall be required to pay any monetary compensation to the other party for the property each is receiving under this exchange agreement.

Section 5. Closing. The closing of the exchange of real estate involved herein shall take place within thirty (30) days of the date hereof. At the closing, Sharkeys shall make, execute, deliver the Warranty Deed and the City shall make, execute and deliver the Motor Vehicle Parking Easement, and the City Attorney shall record both documents in the Office of the Monroe County Recorder, the Warranty Deed to be recorded prior to the Parking Easement.

Section 6. Closing Costs. The City shall be responsible and liable for payment of all closing costs incurred in connection herewith, since the real estate exchange involved herein is primarily for the benefit of the City and was initiated by the City, including attorney's fees, title examination fees, and costs of recording.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Real Estate Exchange Agreement to take effect on the date first above written, for the uses and purposes set forth above.

CITY OF COLUMBIA, ILLINOIS, a Municipal Corporation, the Party of the First Part

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, whose names are subscribed to the above and foregoing Real Estate Exchange Agreement appeared before me, this date, in person and acknowledged that they signed and delivered said Agreement as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, for the uses and purposes herein set forth.

Given under my hand and Notary Seal this _____ day of June, 2008.

Notary Public

The Parties of the Second Part:

MARK A. SHARKEY

JUDY A. SHARKEY

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that MARK A. SHARKEY and JUDY A. SHARKEY, personally known to me and known to me to be the same persons whose names are subscribed to the above and foregoing Real Estate Exchange

Agreement, appeared before me, this date, in person and acknowledged that they signed and delivered said Agreement as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and Notary Seal this _____ day of June, 2008.

Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys at Law
321 Wedgewood Square
P.O. Box 647
Columbia, Illinois 62236
Telephone (618)281-5185
Fax (618) 28105553
E-mail Address: tdadams@htc.net

Return to:
Adams and Huetsch
P. O. Box 647
Columbia, Illinois 62236

**WARRANTY DEED
(NON-FREEWAY)**

THE GRANTORS, MARK A. SHARKEY and JUDY A. SHARKEY, his wife, of 203 South Ferkel Street, City of Columbia, County of Monroe and State of Illinois, for and in consideration of One Dollars (\$1.00), and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is acknowledged by the GRANTORS, do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, the GRANTEE, the following described Real Estate, to-wit:

Part of a tract of land conveyed to the Mark A. Sharkey by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 225 on Pages 894-896, being part of Lot 1 of "Roessler's Subdivision", reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in Envelope 86A, Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at the most Northerly corner of said Sharkey tract; thence at an assumed bearing of South 27°-48'-01" East, along the Northeast line of said Sharkey tract, a distance of 11.00 feet to a point; thence North 71°-37'-06" West, a distance of 15.87 feet to a point which lies on the Northwest line of said Sharkey tract; thence North 64°-33'-50" East, along said Northwest line, a distance of 11.00 feet to the Point of Beginning.

Containing 60 square feet or 0.001 acre, more or less.

Prior Deed – Document No. 292644.

PERMANENT PROPERTY INDEX NO. 04-15-367-002.

(Survey plat of Heneghan and Associates, P. C., which depicts the above described tract of property, being attached hereto and by reference made part hereof.)

situated in the City of Columbia, County of Monroe and State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois.

"Exempt under the provisions of paragraph b, Section 31-45, Real Estate Transfer Tax Act (35 ILCS 200/31-45)."

Date

Buyer, Seller or Representative

The GRANTORS without limiting the interest above granted and conveyed, do hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the GRANTORS caused by the opening, improving and using the above described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the GRANTEE or GRANTEE'S agents which may cause damage to the remaining property of the GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have set their hand and seal this _____ day of _____, A.D., 2008.

MARK A. SHARKEY

JUDY A. SHARKEY

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public, in and for said County and State, does hereby certify that MARK A. SHARKEY and JUDY A. SHARKEY, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and notary seal this _____ day of _____, A.D., 2008.

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186

SEND TAX BILL TO:
CITY OF COLUMBIA, ILLINOIS
208 South Rapp Avenue
Columbia, Illinois 62236