

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #728H

**AN ORDINANCE AUTHORIZING THE EXCHANGE OF PARKING AREAS BETWEEN THE CITY OF BELVIDERE
AND THE COMMUNITY BUILDING COMPLEX COMMITTEE OF BOONE COUNTY.**

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 7TH DAY OF JULY 2025.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 8TH DAY OF JULY 2025.

Published in Pamphlet Form this 8th day of July 2025.

ORDINANCE #728H

AN ORDINANCE AUTHORIZING THE EXCHANGE OF
PARKING AREAS BETWEEN THE CITY OF BELVIDERE AND
THE COMMUNITY BUILDING COMPLEX COMMITTEE OF BOONE COUNTY

WHEREAS, the City of Belvidere (the City) owns a strip of land located within a parking lot owned and operated by the Community Building Complex Committee of Boone County (the Complex Committee); and

WHEREAS, the Complex Committee owns a strip of land located adjacent to a City alley and operated by the City for public parking; and

WHEREAS, The Complex Committee is a unit of local government created by the statutes of the State of Illinois; and

WHEREAS, the parties wish to exchange the aforementioned parcels to clarify ownership and use for the respective constituents of the parties; and

WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize the City of Belvidere and the Complex Committee to enter into agreements, including, but not limited to, an agreement to sell or transfer real estate for public purposes; and

NOW THEREFORE IT IS ORDAINED by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: For purposes of this Ordinance, and the approval of the Contract and for the sale of the Property, Division 76, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) shall not apply to this Ordinance or the Contract and are expressly abrogated and waived pursuant to the City's home rule authority.

SECTION 3: The Mayor, or his designee, is authorized and directed to execute, the attached Contract for the Exchange of Surplus Parking Lots. Further, the Mayor, or his designee, and the City Clerk, or her designee, are authorized to execute and attest any documents necessary to facilitate and accomplish the sale of the Property pursuant to the terms of the Contract.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment

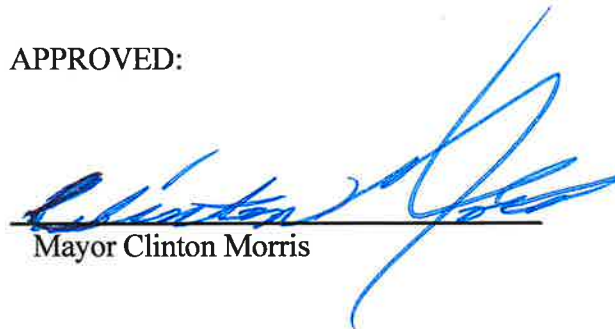
shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable sale and purchase terms.

Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson,
Stevens and Albertini.
Nays: None.
Absent: None.

APPROVED:



Mayor Clinton Morris

(SEAL)

ATTEST: 

Clerk

Passed: July 7, 2025
Approved: July 8, 2025
Published: July 8, 2025

**CONTRACT FOR EXCHANGE
OF SURPLUS PARKING LOTS,
BELVIDERE, ILLINOIS**

City of Belvidere's (City) Attorney: Michael S. Drella, 401 Whitney Blvd. Belvidere IL
815/544-2612

Community Building Complex Committee of Boone County Attorney: Natalie Hyser Barber

Whereas, the Community Building Complex Committee of Boone County (Community Building) is an Illinois Unit of local government; and

WHEREAS, The City of Belvidere, is an Illinois Unit of local government; and

Whereas, the City of Belvidere is the fee simple owner of certain real property described in Exhibit A and depicted on Exhibit C as legal 1; and

Whereas, the Community Building is the fee simple owner of certain real property described in Exhibit B and depicted on Exhibit C as Legal 2; and

Whereas, the City of Belvidere has utilized and maintained the property identified in Exhibit A as its own property under the belief that it was part of an alley commonly known as McInnes Court; and

Whereas, the Community Building has utilized and maintained the property described in Exhibit B as its own property under the belief that it was part of the Community Building parking lot; and

Whereas, the Community Building and the City desire to clarify ownership and maintenance of the parcels of real property described in Exhibits A and B and depicted in Exhibit C by exchanging said parcels.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and Community Building Complex Committee of Boone County agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. In consideration of the Community Building transferring to the City merchantable title, via quit claim deed, the real property described in Exhibit B, the City will transfer to the Community Building merchantable title, via quit claim deed, the real property described in Exhibit A. Each party agrees to prepare, execute, and record, as necessary, any documents necessary to consummate this transaction, including but not limited to, deeds, Plat Act affidavits and Real Estate Transfer Tax declaration.

3. The deeds shall be exchanged, and any closing shall occur, within thirty (30) days of the Effective Date. Each party shall bear their own cost of recording the deed for the parcel received by that party.
5. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.
5. Each party warrant to the other that the transferring party of owns and hereby sells all fixtures and equipment on and attached to the transferred parcel. All such fixtures and equipment are sold in "as is condition
6. Each party warrants to the other that there are no rented fixtures or equipment upon the transferred parcels.
7. Each party may, at their sole expense, obtain a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments for either or both of the transferred parcels. Each party agrees to cooperate with the other if a party seeks such a survey.
8. Either party may, at their sole cost, obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company), and a final policy thereafter, showing merchantable title subject for the parcel they are acquiring, subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Each party shall cooperate as necessary in procuring the title insurance.
9. If a party cannot deliver merchantable title to the other of the relevant parcel described in Exhibit A or B, subject only to the permitted exceptions, this Contract shall be void.
10. If prior to delivery of deed or agreement for deed the improvements on either parcels shall be destroyed or materially damaged by fire or other casualty, both parties shall have the option of declaring this Contract null and void, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage.
11. Time is of the essence of this Contract, and of all the terms and conditions hereof.
12. The parties agree to comply with the following federal or state acts when applicable:
 - A. Federal Real Estate Settlement Procedures Act. (RESPA).
 - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

13. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.

14. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.

15. CITY AGREEMENT APPROVAL CONTINGENCY:

This Agreement is contingent upon approval by the City Council of the City of Belvidere and the Community Building Complex Committee of Boone County. If such approval is not granted, then this Agreement shall be deemed null and void. If the Agreement is approved, this Agreement shall continue in full force and effect. The later date of approval by the City Council or the Community Building Complex Committee of Boone County shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.

16. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

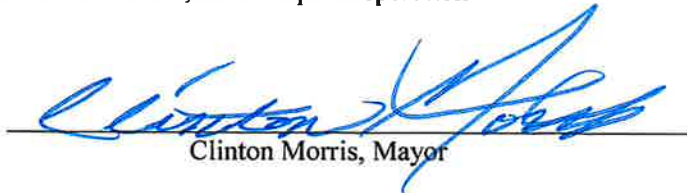
BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this July 10, 2025

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

CITY OF BELVIDERE, a municipal corporation

By:


Clinton Morris, Mayor

The Community Building Complex Committee of Boone County

By:
Its:


Director

Exhibit A:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS TO WIT:

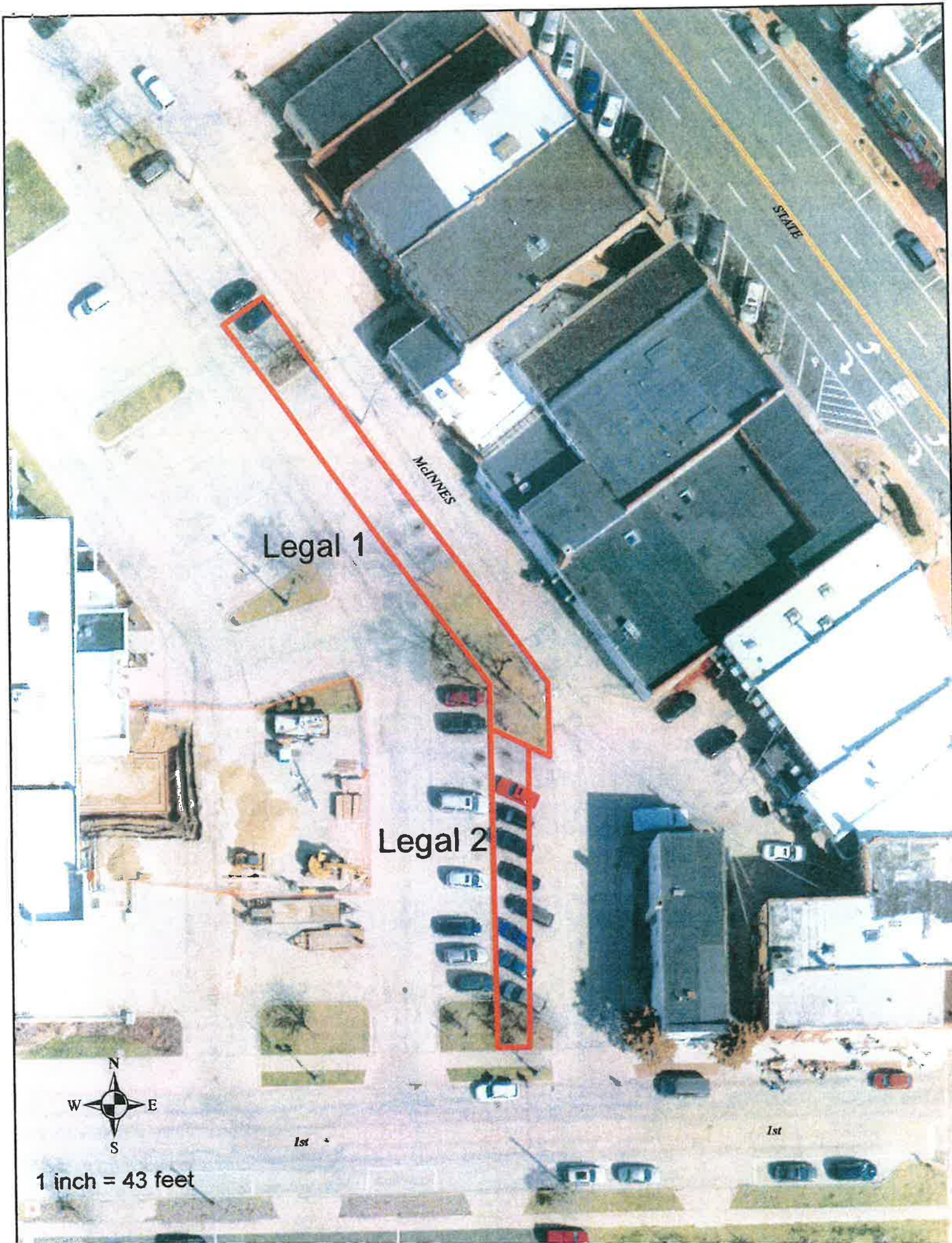
COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 190.60 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID BLOCK 1 A DISTANCE OF 205.5 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF BLOCK 1 A DISTANCE OF 36.00 FEET; THENCE CONTINUE ALONG SAID DIRECTION 52.50 FEET TO THE SOUTHWEST CORNER OF LOT 14 AS DESIGNATED UPON PLAT OF AARON WHITNEY'S ADD TO ASSESSOR'S SURVEY OF BLKS. 1, 5, & 6; THENCE NORTHEASTERLY ALONG SAID SOUTH LOT LINE 108.50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY 19 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE SOUTHERLY RUNNING PARALLEL WITH THE WESTERLY LINE OF STATE STREET TO THE SOUTH LINE OF SAID SECTION 25; THENCE SOUTH TO A POINT 105 FEET NORTH MORE OR LESS FROM THE SOUTH LINE OF LOT 7 OF COHOON AND ALLEN'S ADDITION; THENCE NORTHWESTERLY APPROXIMATELY 24.00 FEET TO A POINT 16.5 FEET SOUTH OF THE SOUTH LINE SECTION 25; THENCE NORTH 16.50 FEET TO THE INTERSECTION OF NORTHERLY LINE OF COHOON & ALLEN'S ADD AND THE WEST LINE OF MCINNES CT; THENCE NORTHWESTERLY APPROXIMATELY 162 FEET ALONG THE EASTERLY LINE OF LOT 9 TO THE SOUTH LINE OF LOT 14 OF WHITNEY'S, AARON, ADD., COMMISSIONER'S RESURVEY OF PT. BLK. 6 AND THE POINT OF BEGINNING.

EXHIBIT B

PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 472.00 FEET THE WEST LINE OF MCINNES CT AND POINT OF BEGINNING; THENCE RUNNING NORTHERLY APPROXIMATELY 109.00 FEET ALONG SAID WEST LINE; THENCE NORTHWESTERLY APPROXIMATELY 116 FEET NORTH OF SOUTH LINE LOT 7 OF SAID ADDITION A DISTANCE OF 15.25 FEET; THENCE SOUTH TO THE SOUTH OF LOT 7; THENCE EAST TO POINT OF BEGINNING.

Exhibit C:



AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)

Erica Bluege, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #728H of the City of Belvidere, Illinois, in pamphlet form on July 8, 2025 and as a convenience for the public; I posted the pamphlet form of Ordinance #728H on the bulletin board in the lobby of Belvidere City Hall at 401 Whitney Blvd., Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's office.



Erica Bluege
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 8th day of July, 2025.



Notary Public