

ORDINANCE NO. 8283-47

AN ORDINANCE  
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE  
OWNED BY THE CITY OF URBANA AND ACQUIRED  
UNDER THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, subsection (a), entitled "Sale of real estate", of Section 2-118, entitled "Purchase, sale, lease, etc., of real estate", of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the City Council has heretofore established policies regarding the sale and disposition of residential property acquired under the Community Development Program of the City of Urbana, which said policies were adopted on June 18, 1979 and July 16, 1979, and amended on May 19, 1980, copies of which are now on file in the offices of the City Clerk and the Department of Community Development; and

WHEREAS, the requirements of the said subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 1302 West Beech Street, Urbana, Illinois, which said property has heretofore been acquired under the Community Development Program, in accordance with the said subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that such real estate is no longer needed for governmental purposes or proprietary activity of the City of Urbana.

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

Section 1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, a municipal corporation, and Mr. and Mrs. Roy Williams, Sr., a copy of which said Contract is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract together with all other necessary deeds and documents required by such Contract for and on behalf of the City of Urbana, Illinois.

Section 3. This Ordinance is hereby passed at a regular meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the City Council who did not abstain from voting on this Ordinance, all in accordance with Section 2-30 of the Code of Ordinances, City of Urbana, Illinois, heretofore adopted and in effect.

PASSED by the City Council this 14 day of February, 1983.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

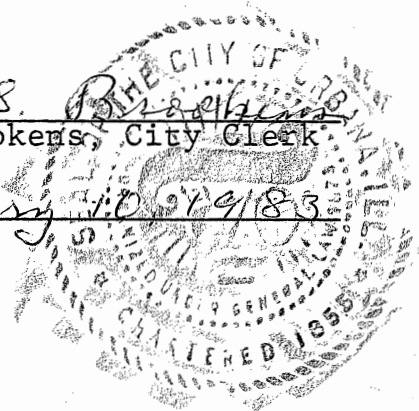
APPROVED by the Mayor this 10 day of February, 1983.

  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8283-47 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookers  
Ruth S. Brookers, City Clerk

February 10 1983  
Date



AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the City of Urbana, Illinois, hereinafter referred to as SELLER, and Mr. and Mrs. Roy Williams, Sr., hereinafter referred to as BUYER.

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1) Sale. The SELLER agrees to sell and convey, and the BUYER agrees to buy, the following real estate:

South 66 feet; Lot 10; Seminary Addition; City of Urbana, Champaign County, Illinois

and all improvements thereon, commonly known as 1302 West Beech, Urbana, Illinois.

2) Purchase Price. The purchase price of Five Hundred Dollars (\$500.00) is to be paid in the following manner:

Purchase price to be paid in full at closing.

3) Title Evidence. BUYER expressly acknowledges that because fee simple title to the subject premises is in the City of Urbana, and the City represents there are no liens on the subject premises other than current general taxes, the City shall provide only that evidence of title which it received when acquiring the subject premises. The decision of whether to cause the title evidence to be brought up to the date of this Contract, and the cost thereof, shall be born by the BUYER.

4) Conveyance. Conveyance shall be by a general warranty deed, subject to easements apparent or of record. The deed shall be delivered to the BUYER at closing.

5) Expenses. The expenses of this transaction shall be paid as follows:

(a) BUYER and SELLER shall pay respective attorneys;

(b) SELLER shall pay for the revenue stamps to be affixed to the deed; and

(c) BUYER shall pay for recording the deed.

6) Apportionments. The following items shall be apportioned between the SELLER and the BUYER as of the day of closing:

(a) General taxes, including permanently recurring special assessment taxes for the year 1981, due and payable in 1982. Such taxes shall be prorated on the basis of the last ascertainable tax

bill at time of closing and no further adjustments will be made with respect thereto thereafter; and

(b) Title company charges in accordance with the provisions set out above.

7) Taxes and Assessments.

(a) The subject premises may be exempt from general taxes on the date of this Contract. If such property is exempt, the BUYER acknowledges full responsibility for all general taxes billed after closing date. If the subject premises are not exempt, general taxes for the year 1981, due and payable in 1982, shall be paid by SELLER, or credit given to BUYER at closing based on the last ascertainable tax bill and no further adjustments will be made with respect thereto. All special assessments and taxes levied or confirmed prior to the date of this Contract shall be paid by the SELLER, or SELLER may give BUYER credit at closing for such amounts. All special assessments and taxes levied and/or assessed on or after the date hereof become the obligation of BUYER, and BUYER takes property subject to same.

(b) Urbana-Champaign Sanitary District and City of Urbana sewer charges shall be prorated on a daily basis to date of closing; the SELLER shall pay all such charges attributable to the subject premises prior to closing.

8) Loss or Damage of Improvements. SELLER shall deliver the property to BUYER in substantially the same condition at the time of closing as on the date of this Contract, excepting therefrom ordinary wear and tear thereto and damage or loss covered by insurance. If prior to closing the improvements on these premises are destroyed or materially damaged by fire, other casualty or any act or occurrence, other than an act of BUYER, BUYER has the right to rescind this agreement or, at the BUYER's option, BUYER shall be entitled to settle the loss with the insurance company and to receive the proceeds of insurance applicable thereto. To that end, SELLER shall execute all necessary proofs of loss, assignments of claim and similar items.

9) Closing. Closing shall be held at the offices of the Community Development Division, 115 North Broadway (rear entrance), Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before \_\_\_\_\_, 19\_\_\_\_. If closing is not consummated at the time and place indicated above, this Contract shall be null and void and each party thereby releases the other of all responsibilities and liabilities hereunder.

10) Possession. Possession of the premises shall be delivered to the BUYER on closing. The deed shall be delivered to BUYER on closing.

11) Notices. All notices herein required shall be in writing and served on the parties at the addresses following their signatures.

The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

SELLER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Address:

\_\_\_\_\_  
City of Urbana

\_\_\_\_\_  
Community Development Division

\_\_\_\_\_  
115 North Broadway

\_\_\_\_\_  
Urbana, Illinois 61801

BUYER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk