

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 701, 703, 705 N. Mathews 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 Frances N. Moreland, 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 4th day of August, 1986.

Ruth S. Brookens
Ruth S. Brookens
CITY CLERK



APPROVED by the Mayor this 15th day of August, 1986.

Jeffrey T. Markland
Jeffrey T. Markland
MAYOR

Sold November 26, 1956

1000

1000

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8687-11 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

August 6, 1986
Date



CONTRACT FOR SALE OF REAL ESTATE

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____, A.D. 19____, by and between the City of Urbana, Illinois, a municipal corporation, hereinafter designated "Seller" and Frances N. Moreland, hereinafter designated "Buyer"

W I T N E S S E T H:

That if the Buyer shall first make the payments and perform the covenants hereinafter mentioned to be made and performed, Seller agrees to convey and assure to Buyer Frances N. Moreland free of encumbrances (except as hereinafter provided) by food and sufficient Warranty Deed the premises described as:

Commencing at the Southeast corner of Lot 10 in Block 34 of the Seminary Addition, thence North 104 feet, thence West 66 feet more or less to the West line of said Lot, thence South 89.9 feet, thence in a Southeasterly direction 33.2 feet to the South line of said Lot, thence East 35 feet to the place of beginning, situated in the City of Urbana, in Champaign County, Illinois.

Commonly known as 701, 703, 705 N. Mathews, subject to easements and restrictions apparent of or record and the 1986 and subsequent general taxes.

and in consideration thereof Buyer agrees to pay to Seller at the office of the Community Development Division of the City of Urbana, 115 ~~South~~ Main Street, Urbana, Illinois, or such other place or places as may be designated in writing by Seller, the total sum of \$ 2,000.00, at the time and in the manner following:

- (a) \$ 1,000.00 at closing.
- (b) If a residential dwelling structure is not substantially constructed by Buyer on the said premises and Certificate of Use and Occupancy from the City of Urbana for such residential structure has not been issued within one year from the date of this contract, the remaining \$ 1,000.00 balance shall be payable on said date, which said amount shall be secured by a second mortgage and promissory note.
- (c) If a residential dwelling structure is substantially constructed by Buyer on the subject premises and a Certificate of Use and Occupancy has been issued within one year of the date of contract, the requirement to pay the City of Urbana \$ 1,000.00 under Paragraph "b" above is cancelled and the mortgage and promissory note released.

Possession.

Possession of said premises shall be delivered on or before _____
October 15, 1986

Condition of Premises.

It is understood that the condition of any improvement upon said premises is known to, and the said improvements as in their present condition are accepted by the Buyer; and that Seller shall not at any time be called upon to make repairs of any kind.

Time of the Essence.

Time of performance shall be of the essence of this Agreement and all the conditions thereof and the same shall be binding upon the heirs, representatives, and assigns of the respective parties and shall apply to each and all of the parties regardless of the use of the singular term. This contract shall not be recorded and shall not be assigned without the written consent of Seller. No equitable title shall pass to Buyer until final payment.

Entirety of Agreement.

This Agreement contains the entire Agreement of the parties and no oral representation, warranty or covenant exists other than those herein set forth.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

CITY OF URBANA, ILLINOIS
Seller

BY: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

Buyer:

(SEAL)
(SEAL)