

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 803 East Park Street 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 Stella May Burton, 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 15th day of August, 19 88.

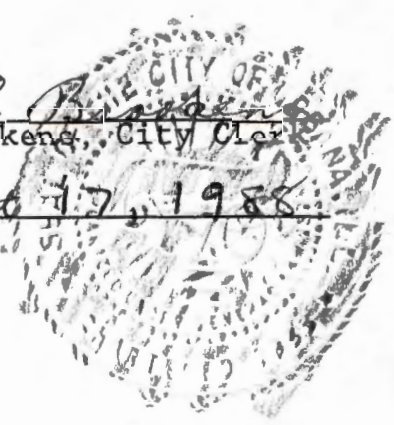
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 22<sup>nd</sup> day of August, 19 88.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8889-13 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk  
August 17, 1988  
Date



CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between the CITY OF URBANA, ILLINOIS, A Municipal Corporation of the State of Illinois, hereinafter referred to as SELLER, and Stella May Burton, 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 in fee simple absolute and the BUYER agrees to buy the following described real estate:

Lot Thirteen (13) in Block Two (2) in Mrs. E. Barr's Subdivision of the South Ten (10) acres of Lots Four (4) and Five (5) in a Subdivision of the West Half of the Southwest Quarter of Section Nine (9), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, situated in the City of Urbana, in Champaign County, Illinois.

commonly known as 803 East Park Street, Urbana, Illinois. The improvements that existed on the subject premises on 1 August 1988 shall be demolished.

2. Purchase Price: BUYER agrees to pay to SELLER at closing the sum of \$1.00 and furnish other good and valuable consideration to wit:
  - a) deferred loan promissory note and mortgage in a form satisfactory to the SELLER securing a loan in the amount of \$13,660, which loan the SELLER has agreed to furnish to BUYER as part of the entire transaction between the parties to enable the BUYER to construct a single-family detached residence on the subject premises, and
  - b) the promises by BUYER to devote the relocation funds due her as part of this entire transaction to the funding of her contract for the building of the said single-family detached residence on the subject premises. It is agreed that the payment of said funds shall be as directed by BUYER's attorney, and
  - c) that BUYER enter into a bonafide contract to construct a single-family detached residence on subject premises, per specifications approved by the Urbana Community Development Division, said contract to be executed on or before closing.
3. The parties acknowledge that there are no credits due to either party from the other for general real estate taxes, Urbana-Champaign Sanitary District assessments, or Urbana sewer taxes.
4. BUYER acknowledges that she will not receive any title insurance from SELLER because she is receiving the same good title from the SELLER that delivered to the SELLER.
5. Conveyance: Conveyance shall be by a general warranty deed to BUYER in the standard form of such deed appropriate for a municipality.
6. Closing: Closing shall be at the offices of the Community Development Services Department of the City of Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before September 6, 1988. Possession of the premises shall be delivered to BUYER at closing.
7. Time of performance shall be of the essence of this contract 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.
8. 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 hereunto set their hands the day  
and year first written above.

BUYER

SELLER: CITY OF URBANA, ILLINOIS

\_\_\_\_\_  
Stella May Burton

\_\_\_\_\_  
Jeffrey T. Markland, Mayor

Address: c/o Frances Good  
408 North Garfield  
Champaign, Illinois 61821

Attest: \_\_\_\_\_  
Ruth S. Brookens, City Clerk  
Address: 400 South Vine Street  
Urbana, Illinois 61801