

ORDINANCE NO. 8990-24

AN ORDINANCE AUTHORIZING THE
PURCHASE OF CERTAIN REAL ESTATE

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: the implementation of the Community Development Block Grant Program of the City of Urbana.

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

1. That the City of Urbana hereby approves the agreement attached hereto and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana. The attached agreement relates to the following described premises, located in Urbana, Illinois.

A Part of Lot 2 of O.A. Frailey's Second Subdivision in the City of Urbana, Champaign County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2 of O.A. Frailey's Second Subdivision; thence $N0^{\circ}-00'-00''E$ (an assumed bearing), along the East Right-of-Way line of Gregory Street, 10.00 feet; thence $S78^{\circ}-41'-24''E$, 50.99 feet, to the existing North Right-of-Way line of Eads Street; thence $N90^{\circ}-00'-00''W$, along said existing North Right-of-Way line of Eads Street, 50.00 feet, to the point of beginning.

2. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the Members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 5th day of September, 1989.

PASSED by the City Council this 5th day of September, 1989 .



Ruth S. Brookens
Ruth Brookens, City Clerk

APPROVED by the Mayor this 11th of September, 1989 .

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8990-24 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

September 8 1989
Date



CONTRACT FOR SALE OF REAL ESTATE

part of
PARCEL NO. 91-21-07-278-002

BLOCK GRANT NO. 888-MC-17-0024

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 BUYER, and BOBBIE AND ANN JOHNSON, hereinafter referred to as SELLER.

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 described parcel of real estate:

A Part of Lot 2 of O.A. Frailey's Second Subdivision in the City of Urbana, Champaign County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2 of O.A. Frailey's Second Subdivision; thence $NO^{\circ}-00'-00''E$ (an assumed bearing), along the East Right-of-Way line of Gregory Street, 10.00 feet; thence $578^{\circ}-41'-24''E$, 50.99 feet, to the existing North Right-of-Way line of Eads Street; thence $N90^{\circ}-00'-00''W$, along said existing North Right-of-Way line of Eads Street, 50.00 feet, to the point of beginning.

and all improvements thereon.

2. Purchase Price. The agreed purchase price of Five hundred and 00/100 dollars (\$500.00) shall be paid in cash at closing, but from such purchase price shall be first deducted the credits and other deductions allowed to SELLER in this contract.

3. SELLER agrees to furnish to BUYER within ten (10) days from the date hereof, without expense to the BUYER, such abstract, certificates or other evidence of title as SELLER may have affecting the premises herein described.

4. BUYER shall have forty (40) days from the date of delivery of whatever evidence of title that SELLER has to procure a title commitment insurance policy or to have the abstract brought down to date of contract. If the said title commitment or abstract discloses exceptions relating to title in the nature of judgments, liens, encumbrances, mortgages and special assessments, or other matters reflecting merchantability of title other than general taxes for the current year, the BUYER shall be obliged to purchase the subject property only if BUYER is granted the right, from the proceeds of this contract, to extinguish any such exceptions affecting the merchantable title of the subject property. If BUYER is not granted this right and/or BUYER cannot cure the said encumbrances to produce merchantable title within a reasonable time, this contract shall become null and void at the election of BUYER.

5. Conveyance. Conveyance shall be by a general warranty deed to the BUYER, with release of dower and homestead rights. BUYER shall pay any and all expenses relating to title insurance commitments and/or bringing any abstract down to date of this contract.

6. Because the parcel herein sold is only a small portion of the lot, the parties expressly make no provision for proration of general taxes. SELLER covenants that they shall pay the 1988 payable in 1989 general taxes when due.

7. Driveway Placement. As part of the consideration hereunder, BUYER agrees to construct a new driveway apron (on the public right-of-way) to the subject lot along Eads Street at a location agreed upon between the parties and to provide a crushed rock driveway for approximately 20 feet from the right-of-way line.

8. 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 October 1, 1989. Possession of the premises shall be delivered to the BUYER on closing.

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

SELLER

BUYER: CITY OF URBANA, ILLINOIS

Bobbie Johnson

By: _____
Jeffrey T. Markland, Mayor

Ann Johnson

Attest: _____
Ruth S. Brookens, City Clerk

Address: 1202 N. Gregory St.
Urbana, IL 61801

Address: 400 South Vine St.
Urbana, IL 61801

SELLER acknowledges that they did receive a statement of the basis for the determination of just compensation for the subject property, on the _____ day of _____, 19____.

Seller

Seller