

ORDINANCE NO. 8990-56

AN ORDINANCE AUTHORIZING THE ACQUISITION
OF PERSONAL PROPERTY

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the personal property specified in the attached contract 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 contract 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 one-story frame, single-family residential dwelling and any contents therein, located at 1205 West Park Street.

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 20th day of November, 1989.

PASSED by the City Council this 20th day of November, 1989.


Ruth S. Brookens
Ruth Brookens, City Clerk

APPROVED by the Mayor this 4th day of December, 1989.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8990-56 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

November 30, 1989
Date



CONTRACT FOR SALE OF PERSONAL PROPERTY

COVENANT MEDICAL CENTER ("SELLER") and CITY OF URBANA COMMUNITY DEVELOPMENT DIVISION ("BUYER"), for and in consideration of the mutual promises and covenants herein contained, agree as follows:

1. SELLER agrees to transfer and convey to BUYER the vacant residential structure presently located at 1205 West Park Street, Urbana, Illinois, and more particularly described in Exhibit "A" incorporated herein and attached hereto.
2. That the transfer of ownership of the above said structure pursuant to this contract shall occur eo instanti upon the structure being separated from the existing foundation.
3. That forthwith after the separation of the structure from the existing foundation, SELLER shall deliver or cause to be delivered to BUYER a Bill of Sale executed by SELLER and in substantially the same form as Exhibit "B" attached hereto and incorporated herein.
4. It shall be the obligation of the BUYER to remove said structure on or before February 1, 1990 at BUYER's sole expense. BUYER agrees to use its best efforts to remove said structure as soon as possible before said date.
5. BUYER shall have no obligation with respect to the above said real estate, except to remove the subject structure. BUYER and its contractors have permission to enter upon the said real estate to perform all acts necessary to separate the structure from the existing foundation and to remove it from the real estate. BUYER shall upon removal of said real estate restore the premises in accordance with municipal code as it relates to basement floors, foundations, walls, and conditions of fill material to be placed in the existing basement or crawl space excavation. BUYER and its contractors have permission to enter upon said real estate to perform all necessary acts to separate the structure from the existing foundation and to remove it from the real estate and to restore in accordance with this paragraph.
6. BUYER acknowledges that it is accepting the transfer of ownership in the structure in an "as is/where is" condition with no representation or warranties regarding its condition, expressed or implied, nor does SELLER make any representation that the structure is fit for the particular purpose for which it is being acquired by BUYER.

IN WITNESS WHEREOF, the parties have set their hands and seals
this _____ day of _____, 19____.

SELLER:

COVENANT MEDICAL CENTER

BUYER:

CITY OF URBANA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

(SEAL)

EXHIBIT "A"

A. A one-story frame, single-family residential dwelling house and any contents therein, said dwelling being built upon a basement, located at 1205 West Park Street, Urbana, Illinois. A frame garage located at 1205 West Park Street, Urbana, Illinois, will be retained by SELLER and is not part of this contract.

B. BUYER agrees that after the structure is removed, BUYER will remove loose debris, push the foundation into the basement and to otherwise comply with all City of Urbana ordinances or other ordinances regarding the removal of structures.

C. BUYER agrees to indemnify and save SELLER harmless from any and all losses, damages or causes of action including reasonable attorney's fees which may arise in, out or about of the removal of the structure, unless caused by the sole negligence of SELLER, its agents or employees.

D. The performance of this contract by SELLER is wholly subject to and contingent upon BUYER executing the removal of the structure from the location described not later than February 1, 1990.

EXHIBIT "B"

BILL OF SALE

Covenant Medical Center ("SELLER"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by City of Urbana Community Development Division ("BUYER"), the receipt of which is hereby acknowledged, does hereby sell, grant, transfer, convey, assign and set over to BUYER the following described property:

A one-story frame, single-family residential structure with siding and any contents therein, said dwelling being built upon a basement, located at 1205 West Park Street, Urbana, Illinois.

SELLER hereby covenants, agrees and warrants to BUYER that SELLER is the lawful owner of the above-described property, that said property is free and clear of all liens, charges and encumbrances, that SELLER has full right, power and authority to sell, transfer and convey said property and to make this Bill of Sale, and that SELLER will warrant and defend title to the same against the claims and demands of all persons.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at Urbana, Illinois, this _____ day of _____, 19____.

SELLER:

COVENANT MEDICAL CENTER

By: _____

Its: _____

Attest: _____

(SEAL)