

AN ORDINANCE
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
OWNED BY THE CITY OF URBANA AND ACQUIRED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT 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 requirements of 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 CDBG Program; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 1308 West Eads Street, which said property has heretofore been acquired under the CDBG Program, in accordance with 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:

1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Habitat for Humanity of Champaign County, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

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.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the Alderpersons then holding office and the Mayor of the City of Urbana, Illinois, at a regular meeting of the City Council of Urbana, Illinois, on the 5th day of April, 1993.



PASSED by the City Council this 5th day of April
1993.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 19th day of April,
1993.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-93 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk
April 28 1993
Date



CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this _____ day of _____, 19____, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") as Seller, and Habitat for Humanity of Champaign County, an Illinois not-for-profit corporation (hereinafter referred to as "Habitat") as Buyer.

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1. Sale. The City agrees to sell and convey, and Habitat agrees to buy, the following described parcel of real estate:

Lot 4 of a Replat of Block 2 of the Seminary Addition to Urbana, in Champaign County, Illinois;
Permanent Index No. 91-21-07-254-008
Commonly known as 1308 West Eads Street, Urbana, Illinois.

(hereinafter referred to as "Subject Property")

2. Purchase Price. The City agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, the City shall select and deliver one of the following to Habitat as evidence of title:
 - a. A copy of a title insurance policy issued to the City by Chicago Title Insurance Company, Champaign, Illinois, in connection with acquisition of Subject Property by the City on December 16, 1992; the City warrants that it has done nothing to encumber Subject Property since its acquisition of Subject Property; or,
 - b. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property in the City subject to Habitat's contract rights, for the amount of the City's purchase price or the minimum amount of title insurance, whichever is greater.

Permissible exceptions to title shall include only the lien of general taxes, zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements, if any; and covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property.

Habitat shall point out in writing to the City within a reasonable time after receipt of the evidence of title any objections which Habitat may have thereto and unless so pointed out the evidence of title shall be conclusively presumed to be accepted by Habitat.

The City shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If the City is unable to cure such objections and is unable to procure a title policy insuring over such objections, then Habitat shall have the option to terminate this Contract.

The evidence of title and title insurance shall be at the sole expense of the City.

4. Conveyance. The City agrees to convey Subject Property to Habitat by good and sufficient Warranty Deed, subject to current general taxes, covenants, conditions, restrictions, easements apparent or of record, and to all applicable zoning laws and ordinances.

At the time of closing of this transaction, a Warranty Deed from the City in favor of Habitat shall be placed in escrow with First Federal of Champaign-Urbana (hereinafter referred to as "Escrow Agent"). At the same time, a Quit Claim Deed from Habitat in favor of the City shall be placed in escrow with the Escrow Agent.

In the event that Habitat constructs a single-family residence on Subject Property and Habitat is issued a certificate of occupancy for said residence by the Urbana Building Safety Division on or before June 30, 1995, or on or before the date established in any modification to this Contract, the Escrow Agent shall deliver said Warranty Deed to Habitat and shall destroy said Quit Claim Deed.

In the event that Habitat has not started construction of a single-family residence on Subject Property as of June 30, 1995, or as of the date established in any modification to this Contract, the Escrow Agent shall destroy said Warranty Deed and shall release said Quit Claim Deed to City.

In the event that Habitat has begun construction of a single-family residence on Subject Property as of June 30, 1995, or as of the date established in any modification to this Contract, but has not received a Certificate of Occupancy for said residence as of that date, City retains the right to pay Habitat, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of June 30, 1995, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against

Subject Property, said liens including real estate taxes prorated up to the date the City assumes possession under this paragraph. Said value shall be certified to both Habitat and the City by Glerum-Wachter Architects, Urbana, Illinois. The Escrow Agent shall deliver said payment to Habitat, destroy said Warranty Deed, and release said Quit Claim Deed to the City.

No legal right, title, or interest, except as Contract Purchaser, in the Subject Property or any improvements thereon, shall vest in Habitat until delivery of said Warranty Deed by Escrow Agent to Habitat in the manner and under the conditions prescribed herein.

Any and all escrow charges shall be paid by Habitat.

5. Taxes and Assessments. The City shall pay all special assessments confirmed prior to the date of this Contract, real estate taxes assessed against Subject Property for 1992 payable in 1993, and real estate taxes assessed against Subject Property for 1993 payable in 1994 up to the date of possession. Habitat shall pay all special assessments and real estate taxes assessed against Subject Property after the date of possession. The 1993-1994 real estate tax bill (if any) shall be prorated between the City and Habitat as of the date of possession.

Habitat shall promptly pay all bills for utilities and taxes associated with Habitat's possession and use of Subject Property, including but not limited to, water, gas, electric, cable television, sewage treatment, and sewer benefit taxes.

6. Condition of Subject Property. Habitat agrees to accept Subject Property in its "as-is" condition, and the City disclaims all warranties express or implied as to the condition of Subject Property.
7. Compliance with Development Codes. Any residence constructed pursuant to this Contract shall be constructed in accordance with all applicable land development, zoning, and building codes of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Habitat shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any residence constructed pursuant to this Contract shall be compatible in design and quality of construction with houses constructed by Habitat at 1204 West Beslin Street and 1305 West Dublin Street, Urbana, Illinois. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Community Development Manager of the City of Urbana, Illinois, acting on

behalf of the City, may request alterations to the proposed house design.

9. Use of Subject Property. The primary purpose of Habitat activities undertaken pursuant to this Contract shall be construction of a single-family residence for sale to a low-income household through Habitat's Homeownership Program. Habitat shall ensure a safe working environment for construction at all times.
10. Limitation on Subsequent Sale of Subject Property. Any residence constructed by Habitat on Subject Property pursuant to this Contract may subsequently be sold by Habitat only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Community Development Manager, acting on behalf of the City, to be in effect at the time Habitat accepts a household into its Homeownership Program. Habitat shall keep records of compliance with this section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
11. Property Maintenance. Habitat agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times. Habitat shall neither suffer nor commit any waste on or to Subject Property. Habitat agrees to promptly respond to any notices received from the Urbana Department of Public Works with regard to violation of the city's nuisance codes and to promptly correct any violation cited by said department.

Habitat shall promptly pay all bills or charges incurred for materials, services, labor, or other like items which may create encumbrances against Subject Property.
12. Construction Schedule. Habitat agrees to construct a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly-constructed structure by the Building Safety Division of the City of Urbana, Illinois, on or before June 30, 1995, or on or before the date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct any dwelling pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
14. Insurance. Upon issuance of a building permit for construction of a single-family residence on Subject Property, Habitat shall provide and shall keep in force during the remainder of the term of this Contract a policy of builders' risk insurance, including fire and extended coverage and vandalism and malicious mischief coverage, in an amount not

less than the anticipated market value of the completed residence. The policy shall contain a provision that no termination of coverage or change of policy shall be effective without first giving ten (10) days advance written notice to the City.

Upon closing of this transaction and for the duration of this Contract, Habitat shall provide and maintain general liability insurance in the minimum amount of \$100,000 naming the City and Habitat as insured thereunder.

The original of each such insurance policy shall be deposited with the Escrow Agent. Copies of the policies shall be issued to the City upon request.

15. City Held Harmless. Habitat agrees to indemnify and hold the City, its officers, agents, and employees, harmless for any liability or damages of any nature or kind concerning undertaking of any activity pursuant to this Contract, including reasonable attorneys' fees incurred in defending against any such claim.
16. Assignment. Habitat shall not sell or transfer all or any part of the Subject Property or any interest therein, including the grant of any leasehold interest with option to purchase nor shall Habitat assign this Contract, without prior written consent of the City to such sale or assignment; provided, however, that the City shall not unreasonably withhold such consent and further provided that no such sale or assignment shall act as a discharge or release of Habitat's liability under this Contract.
17. Possession. City shall deliver possession of Subject Property to Habitat concurrently with closing of this transaction to be held on or before May 31, 1993.
18. Default. If Habitat fails to perform any obligation imposed upon it by this Contract, the City may serve written notice of default upon Habitat and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of the City to perform the obligations imposed upon it by this Contract, Habitat may terminate this Contract upon similar notice served upon the City and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including Specific Performance. Default by the City or Habitat shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
19. Notices. Any notice required under this Contract to be served upon the City or Habitat shall be personally delivered, or shall be mailed by Certified Mail to such parties at the

address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.

20. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
21. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

City of Urbana, Illinois
400 South Vine Street
Urbana, IL 61801

BUYER:

Habitat for Humanity
of Champaign County
P.O. Box 1162
Champaign, IL 61824

BY: _____
Jeffrey T. Markland, Mayor

By: _____

ATTEST: _____
Ruth S. Brookens,
City Clerk

ATTEST: _____