

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 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 community development program of the City of Urbana; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 1106 West Eads Street, which said property has heretofore been acquired under the community development 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 Bobbie J. Johnson and Ann M. Johnson, 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 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 at a regular meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the Members 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 23rd day of \_\_\_\_\_  
19 93.



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

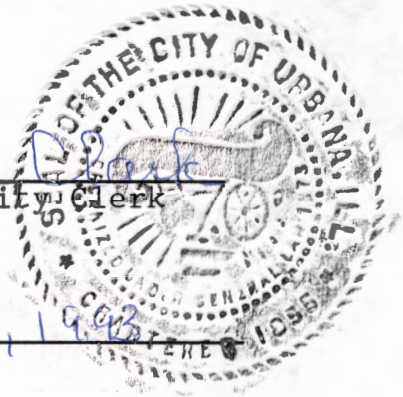
APPROVED by the Mayor this 7<sup>th</sup> day of September,  
19 93.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE  
NO. 9394-21 AND IS INCORPORATED THEREIN BY REFERENCE.

Phyllis D. Clark  
Phyllis D. Clark, City Clerk

August 23, 1963  
Date





CONTRACT FOR SALE OF REAL ESTATE

PTN: 91-21-07-276-022

THIS AGREEMENT 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"), and BOBBIE J. JOHNSON and ANN M. JOHNSON (hereinafter referred to as "BUYER").

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

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

Lot 6 in Eads Second Subdivision, as per plat recorded in Book "BB" at Page 207, situated in Champaign County, Illinois.

and all improvements thereon, commonly known as 1106 West Eads Street, Urbana, Illinois (hereinafter referred to as the "Subject Property").

2. Purchase Price. The CITY agrees to convey title to the 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 the BUYER as evidence of title:

- a. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, Illinois, committing the company to issue a policy in the usual form insuring title to the Subject Property in the CITY 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 Subject Property and which do not restrict reasonable use of the Subject Property.

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

The CITY shall have a reasonable time to cure any objections



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

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

4. Conveyance. Conveyance shall be by a general warranty deed to the BUYER sufficient to convey the Subject Property to the BUYER in fee simple absolute subject only to exceptions permitted herein.

5. Taxes and Assessments. General taxes for the year 1992 due and payable in 1993 shall be paid by the CITY prior to or at closing of this transaction. All special assessments and taxes levied or confirmed prior to the date of this sales contract shall be paid by the CITY prior to or at closing of this transaction. All special assessments and taxes levied and/or assessed on or after the date hereof become the obligation of the BUYER, and the BUYER takes the property subject to same. General taxes for the year 1993 due and payable in 1994 shall be the sole obligation of the BUYER.

6. As-Is Condition. The BUYER agrees to accept the Subject Property in its "as-is" condition, and the CITY disclaims all warranties express or implied as to the condition of the Subject Property.

7. Compliance with Development Codes. Any residence constructed pursuant to this sales contract shall be constructed in accordance with all applicable land development, zoning, and building codes of the City of Urbana, Illinois, and with covenants recorded for Eads Second Subdivision in which the Subject Property is located. The BUYER shall be responsible for obtaining and paying for all permits required under said codes.

8. House Design. Any residence constructed pursuant to this sales contract shall be compatible in design with houses constructed for the CITY in Eads First and Second Subdivisions, Urbana, Illinois. All building plans must be submitted to the Community Development Manager for approval/disapproval.

9. Quality of Building Materials, Building Size. Any dwelling unit constructed pursuant to this sales contract shall be constructed with suitably-adapted new materials of good quality. The garage shall be built simultaneously with construction of the dwelling. The floor area of each one-story dwelling exclusive of the porch, basement, and garage area shall be at minimum 1,000 square feet. Each story and one-half or two-story dwelling shall contain at least 650 square feet of floor area on the ground floor.

10. Storage of Building Materials. Building materials used to construct any dwelling unit pursuant to this sales contract shall be stored within property lines and shall not be placed in the public right-of-way.



11. Grading, Landscaping, Fencing. As part of its area site improvement project the CITY agrees to clear and grade the subject property of trees, shrubbery, and other debris. Any additional work and cost not outlined in the specifications of Project EADS 9293-1F (Rebid) but necessary to facilitate construction will be the responsibility of the BUYER. Within sixty days of completion of construction, the BUYER further agrees to cause installation of landscape materials in the front yard compatible with materials installed for the CITY in Eads First and Second Subdivisions, Urbana, Illinois. The CITY will and the Buyer agrees to allow the City to construct and install a wood fence along the rear of subject property, the westerly 66' of subject property and the easterly 10' of subject property at no cost to the BUYER.

12. Property Maintenance. The BUYER agrees to keep the Subject Property clear of debris and mowed such that the BUYER complies with CITY ordinances on property maintenance, weed control, and storage of building materials.

13. Utility Installation. In conjunction with construction of any dwelling unit pursuant to this sales contract, the BUYER shall be responsible for arranging and paying for installation and connection of utilities including electrical, natural gas, water, telephone, and sanitary sewer service.

14. City Held Harmless. The BUYER 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 sales contract, including reasonable attorneys' fees incurred in defending against any such claim.

15. Closing. Closing shall be at the office of the Urbana Community Development Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before December 31, 1993. Possession of the premises shall be delivered to the BUYER upon closing.

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

SELLER: CITY OF URBANA, ILLINOIS

BUYER

BY: \_\_\_\_\_

\_\_\_\_\_  
Bobbie J. Johnson

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Ann M. Johnson