

ORDINANCE NO. 9394-95

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 Community Development Block Grant Program; and

WHEREAS, on July 29, 1993, real estate commonly known as 1103 North Mathews Avenue, Urbana, Illinois (hereinafter "Subject Property") was acquired by the City of Urbana; and

WHEREAS, the City of Urbana, through its Community Development Block Grant Program, has relocated the previous owner of Subject Property and has cleared the site; and

WHEREAS, Subject Property has dimensions of 66 feet by 66 feet and, therefore, is not a buildable lot pursuant to current land development and zoning codes of the City of Urbana; and

WHEREAS, the City Council now desires to sell Subject Property, in accordance with said Subsection (a) of Section 2-118, to the owner of adjacent real estate commonly

known as 1034 West Beech Street, Urbana, Illinois, for purposes of eliminating a nonconforming lot; and

WHEREAS, the City Council expressly finds and declares that Subject Property 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 Agreement for sale of real estate by and between the City of Urbana, Illinois, as Seller, and Juanita Williams, as Buyer, a copy of said Agreement 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 Agreement together with all other necessary deeds and documents required by said Agreement for and on behalf of the City of Urbana, Illinois.

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 16th day of May,
19 94.

AYES: Hayes, Patt, Pollock, Ryan, Singer, Taylor, Mayor Satterthwaite

NAYS:

ABSTAINED:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 26th day of May,
19 94.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9394-95 AND IS INCORPORATED THEREIN BY REFERENCE.



Phyllis D. Clark

Phyllis D. Clark, City Clerk

May 16, 1994

Date

AGREEMENT

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 "SELLER," and JUANITA WILLIAMS, hereinafter referred to as "BUYER."

WITNESSETH:

In consideration of the agreements contained herein, the parties agree as follows:

1. The SELLER agrees to sell and the BUYER agrees to buy the following described parcel of real estate:

The North Half of Lot 10 in Block 11 of the Seminary Addition to Urbana, situated in Champaign County, Illinois;

and all improvements thereon, commonly known as 1103 North Mathews Avenue, Urbana, Illinois (hereinafter referred to as "SUBJECT PROPERTY").

2. BUYER agrees to pay for SUBJECT PROPERTY the sum of Seven Hundred Forty and No/100 Dollars (\$740.00) payable at the rate of zero percent (0%) interest per annum as follows: one payment of Forty and No/100 Dollars (\$40.00) due on or before July 1, 1994, and twenty (20) equal monthly payments of Thirty-Five and no/100 (\$35.00), the first such payment due on or before August 1, 1994, and a like payment thereafter due on or before the first day of each month following until March 1, 1996, at which time any unpaid balance including any late charges or other charges provided for in this Agreement shall be due and payable. All payments shall be made to the Urbana Finance Department, 400 South Vine Street, Urbana, Illinois.

BUYER shall pay all special assessments and real estate taxes assessed against the property beginning with 1994 real estate taxes due and payable in 1995. Real estate taxes for 1994 payable in 1995 shall not be prorated between BUYER and SELLER. SUBJECT PROPERTY is presently tax exempt. SELLER shall cause the property to be placed on the tax rolls effective at closing.

In the event that any monthly payment under this Agreement is not paid on or before the fifth (5th) day of any month, such payment shall be in default and BUYER shall incur a late payment charge of Five Dollars (\$5.00) for each and every day

from and after such fifth (5th) day that such monthly payment remains unpaid.

3. BUYER shall have the privilege of paying any additional amount on the balance at any time without penalty.
4. SELLER agrees to convey SUBJECT PROPERTY to BUYER 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. Said deed shall be held for delivery to BUYER upon completion of the terms of this Agreement by the Urbana Department of Community Development Services or such other agency or person as may be designated by SELLER. BUYER shall execute a Quit Claim Deed in favor of SELLER to be used by SELLER in the event this Agreement is terminated prior to BUYER's complete performance.
 - A. No legal right, title, or interest, except as Contract Purchaser, in the premises or on any parts thereof, shall vest in BUYER until the delivery of the deed aforesaid by SELLER, or until the full payment of the purchase price at the times and in the manner herein provided.
 - B. In the event that the Urbana Finance Department shall accept as payment any check, draft, or other instrument which shall not be honored or credited when presented to the maker or drawee for payment, SELLER shall have the right and privilege of charging the same back to the principal balance of this Agreement in addition to a processing fee of Fifteen and no/100 Dollars (\$15.00).
 - C. Upon evidence of payment of the full contract balance by BUYER, the SELLER shall deliver the Warranty Deed and the Real Estate Transfer Declaration to BUYER and the Quit Claim Deed shall be destroyed.
5. BUYER agrees to accept SUBJECT PROPERTY in its "as-is" condition, and SELLER disclaims all warranties express or implied as to the condition of SUBJECT PROPERTY. BUYER acknowledges that SUBJECT PROPERTY by itself is not a buildable lot according to the current land development and zoning codes of the City of Urbana.
6. Within a reasonable time, SELLER shall deliver to BUYER as evidence of SELLER's title a Commitment for 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 the SUBJECT PROPERTY in SELLER'S name, subject to BUYER's contract rights, for \$5,000 (minimum insurance amount). SELLER shall be responsible for payment of the owner's premium and any and all search charges.

Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; 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.

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

SELLER shall have reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to the real estate. SELLER or BUYER shall have the right to cure any such objection which may be removed by the payment of money deducting the amount of such payment from the purchase price at the time of closing.

If SELLER is unable to cure any such objection and is unable to procure a title policy insuring over such objection, then BUYER shall have the option to terminate this Agreement, in which case BUYER shall be entitled to the return of any and all monies heretofore paid by her.

7. SELLER shall deliver possession of the SUBJECT PROPERTY to BUYER concurrently with the closing of this transaction to be held on or before July 1, 1994
8. BUYER agrees to keep the SUBJECT PROPERTY properly mowed and free of excess vegetation and debris. BUYER shall neither suffer nor commit any waste on or to the SUBJECT PROPERTY. BUYER agrees to promptly respond to any notices received from the City of Urbana with regard to violations of the city's environmental control ordinances and to promptly correct any environmental control ordinance violations cited by city.

BUYER agrees that she shall not cause any structures to be constructed or placed on SUBJECT PROPERTY without prior written consent of the Community Development Manager acting on behalf of the SELLER. Such consent, however, shall not be unreasonably withheld except that SELLER shall have the right, in the event that the estimated costs exceed the sum of Five Hundred Dollars (\$500.00), to require proof at the commencement of such work that funds are available for the payment of such costs and that BUYER has obtained fire, wind, and extended coverage insurance on proposed improvements.

BUYER shall promptly pay all bills or charges incurred by her for materials, services, labor, or other like items which may create liens under the Mechanic's Lien Act of the State of Illinois. BUYER agrees that if a Mechanic's Lien claim is

filed against the SUBJECT PROPERTY, she will at her costs, defend the same and in the event that such claim is reduced to a final non-appealable judgment, BUYER shall pay the same in full, and failing to do so, SELLER shall be entitled to declare an act of default hereunder.

9. If BUYER fails to make any payment within five (5) days after such payment becomes due or BUYER fails to perform any obligations imposed upon her by this Agreement including those specified in Section 8 hereof, BUYER shall be in default under this Agreement. SELLER may then serve written Notice of Default upon BUYER, and if BUYER fails to remedy said default within a period of ten (10) days after service of such Notice of Default upon her, then SELLER may, by written Notice of Acceleration served upon BUYER prior to BUYER's remedy of the Default, declare the full amount unpaid hereunder, whether otherwise due and payable or not, immediately due and payable. If BUYER fails to make such full and complete payment of the unpaid balance within a period of ten (10) days after service of such Notice of Acceleration upon her, then SELLER may, by written Notice of Termination served upon BUYER, terminate this Agreement, in which event all monies paid under this Agreement by BUYER may be retained by SELLER as liquidated damages for breach of this Agreement. In the event of such termination of this Agreement, BUYER Agrees to surrender immediate possession of the premises to SELLER. SELLER shall be entitled to receive from BUYER the sum of Twenty Five Dollars (\$25.00) for each Notice of Default served upon BUYER by SELLER. BUYER's default shall not be considered remedied until such additional amount is paid to SELLER.

No failure by SELLER to elect to declare a default, to elect to declare acceleration, or to elect to declare a termination shall be deemed a waiver of SELLER's rights to make such election.

In the event of failure of SELLER to perform the obligations imposed upon it by this Agreement, BUYER may terminate this Agreement upon similar Notice of Default and similar Notice of Termination served upon SELLER.

10. Default by BUYER or SELLER shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses incurred in connection with enforcement of this Agreement.
11. BUYER 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 BUYER assign the within Agreement, without the prior written consent of SELLER to such sale or assignment; provided, however, that SELLER shall not unreasonably withhold such consent and further provided that no such sale or assignment

shall act as a discharge or release of BUYER's liability under this Agreement.

12. Any notice required under this Agreement to be served upon SELLER or BUYER 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.
13. All offers, acceptances, oral representations, agreements, and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Agreement.
14. The time of performance of the obligations of the parties to this Agreement is of the essence.
15. All terms of this Agreement shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

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

SELLER: City of Urbana, Illinois

BUYER: Juanita Williams

By:

Tod Satterthwaite, Mayor

ATTEST:

Phyllis D. Clark, City Clerk

ADDRESSES FOR NOTICES

400 South Vine Street
Urbana, Illinois 61801

1304 West Beech Street
Urbana, Illinois 61801

prepared by and return to:
City of Urbana
P.O. Box 946
Urbana, Illinois 61801