

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 1408 West Beslin Street, Urbana, Illinois, which said real estate is expected to be 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 said real estate is not 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:

Section 1: That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Joyce A. Smith and Eluster W. Smith, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 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.

Section 3: That in the event that said real estate is not acquired by the City of Urbana on or before September 30, 1994, this Ordinance authorizing sale of said real estate, as well as the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Joyce A. Smith and Eluster W. Smith, shall be declared null and void.

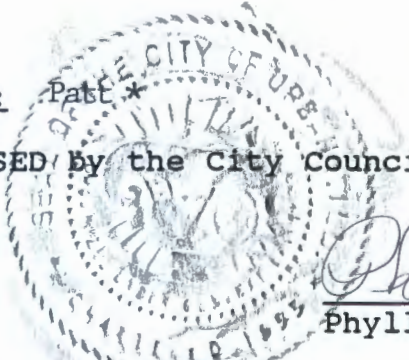
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all Alderpersons then holding office and the Mayor of the City of Urbana, Illinois, at a regular meeting of the City Council of Urbana, Illinois, on the 1st day of August, 1994.

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

NAYS:

ABSTAINS:

PASSED by the City Council this 1st day of August, 1994.

 Phyllis D. Clark
Phyllis D. Clark, City Clerk

* On Basis of Conflicce of Interest.

APPROVED by the Mayor this 5th day of August,
1994.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9495-11 AND IS INCORPORATED THEREIN BY REFERENCE.



Phyllis D. Clark

Phyllis D. Clark, City Clerk

August 3, 1994

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 "City," and JOYCE A. SMITH AND ELUSTER W. SMITH, hereinafter referred to as "Buyer."

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

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

Lot 9 in Block 22 of Seminary Addition to the City of Urbana, situated in the City of Urbana, in Champaign County, Illinois (PTN: 91-21-07-253-009);

more commonly known as 1408 West Beslin Street, Urbana, Illinois (hereinafter referred to as "Subject Property")

2. Purchase Price. 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, City shall select and deliver one of the following to Buyer as evidence of title:
 - A. A copy of a title insurance policy issued to City by Allied Title Services, Inc., Champaign, Illinois, in connection with acquisition of Subject Property by City in August, 1994; 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 Buyer'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.

Buyer shall point out in writing to City 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.

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

4. Conveyance. City 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.

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

5. Taxes and Assessments. City shall pay all special assessments confirmed prior to the date of this Contract, real estate taxes assessed against Subject Property for 1993 payable in 1994, and real estate taxes assessed against Subject Property for 1994 payable in 1995 up to the date of possession. Buyer shall pay all special assessments and real estate taxes assessed against Subject Property after the date of possession. The 1994-1995 real estate tax bill shall be prorated between the City and Buyer as of the date of possession.

Buyer shall promptly pay all bills for utilities and taxes associates with Buyer'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. Buyer 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. Buyer shall be responsible for obtaining and paying for all permits required under said codes.

8. House Design. Prior to application by Buyer for a building permit to construct a residence on Subject Property, Buyer shall submit construction plans for the proposed residence to the Community Development Manager of the City of Urbana, Illinois, acting on behalf of City, for his review and approval.
9. Use of Subject Property. The primary purpose of Buyer activities undertaken pursuant to this Contract shall be construction of a single-family residence on Subject Property in conjunction with a Scattered Site Housing Construction Program authorized and funded by the Federal Home Loan Bank Board, Chicago, Illinois. Buyer shall ensure a safe working environment for construction at all times.
10. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times. Buyer shall neither suffer nor commit any waste on or to Subject Property. Buyer 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.

Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items which may create encumbrances against Subject Property.

11. Construction Schedule. Buyer 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 Urbana Building Safety Division on or before June 30, 1996, or on or before the date established in any modification to this Contract.
12. 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.
13. Insurance. Upon issuance of a building permit for construction of a single-family residence on Subject Property, Buyer shall provide and 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 written notice to City.

Upon closing of this transaction and for the duration of this Contract, Buyer shall provide and maintain general liability insurance in the minimum amount of \$100,000 naming City and Buyer 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 City upon request.

14. City Held Harmless. Buyer agrees to indemnify and hold 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.
15. Assignment. 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 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 Buyer's liability under this Contract.
16. Possession. City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction to be held on or before September 30, 1994.
17. Escrow. At the time of closing of this transaction, a Warranty Deed from Buyer in favor of City shall be placed in escrow with Champaign National Bank, Champaign, Illinois (hereinafter referred to as "Escrow Agent").

In the event that Buyer causes construction of a single-family residence on Subject Property and Buyer is issued a certificate of occupancy for said premises by the Urbana Building Safety Division on or before June 30, 1996, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Warranty Deed and give Buyer written assurance of such destruction.

In the event that Buyer has not started construction of a single-family residence on Subject Property as of June 30, 1996, or as of the date established in any modification to this Contract, the Escrow Agent shall release said Warranty Deed to City. It is understood and agreed that in such event City shall assume all obligations under an existing construction money mortgage.

In the event that Buyer has begun construction of a single-family residence on Subject Property as of June 30, 1996, 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 Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of June 30, 1996, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances, including the balance due on the construction mortgage 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 City and Buyer by Isaksen-Glerum Architects, Urbana, Illinois. The Escrow Agent shall deliver payment to Buyer and release said Warranty Deed to the City.

18. Notices. Any notice required under this Contract to be served upon City 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.
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties thereto.
20. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.
21. Contingency. This entire contract and all rights and obligations of either party are contingent upon the City of Urbana acquiring title to the Subject Property in fee simple absolute with no encumbrances thereon except those allowed in this contract in Section 3B by September 30, 1994.

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

CITY:

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

BY:

Tod Satterthwaite
Tod Satterthwaite, Mayor

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

BUYER:

Joyce A. Smith and Eluster W. Smith
505 South Dodson Drive
Urbana, IL 61801

Joyce A. Smith

Eluster W. Smith