

ORDINANCE NO. 9596-35

AN ORDINANCE AUTHORIZING THE PURCHASE
OF CERTAIN REAL ESTATE

(906 and 908 West Eads Street)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: the implementation of the King Park Neighborhood Plan 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 agreement 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 part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The westerly 120.00 feet of even and equal width of the following described parcel:

Commencing at a point One Hundred Thirty-Three and Six Tenths (133.6) feet West and Thirty-Five (35) feet South of the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, the true point of beginning; thence, West on a line parallel to and Thirty-Five (35) feet South of the North line of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Seven (7), a distance of Two Hundred Fifteen (215) feet; thence, South One Hundred (100) feet; thence, East Two Hundred Fifteen (215) feet; thence North One Hundred (100) feet to the true place of beginning;

Said parcel being a portion of the real estate described in a Warranty Deed recorded in Deed Record Book 970 at page 891

in the Office of the Recorder, Champaign County, Illinois.

All situated in the City of Urbana, Champaign County, Illinois and containing 0.28 acre, more or less.

2. 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 16th day of October, 1995.

PASSED by the City Council this 16th day of October, 1995.

AYES: Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINS:

Phyllis D. Clark

Phyllis D. Clark, City Clerk

by Deborah J. Roberts, Deputy Clerk

APPROVED by the Mayor this 19th day of October, 1995.

Tod Satterthwaite

Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

PTN: Part of 91-21-07-278-004

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 "BUYER," and Gus and Procine Polite, hereinafter referred to as "SELLER."

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

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

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The westerly 120.00 feet of even and equal width of the following described parcel:

Commencing at a point One Hundred Thirty-Three and Six Tenths (133.6) feet West and Thirty-Five (35) feet South of the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, the true point of beginning; thence, West on a line parallel to and Thirty-Five (35) feet South of the North line of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Seven (7), a distance of Two Hundred Fifteen (215) feet; thence, South One Hundred (100) feet; thence, East Two Hundred Fifteen (215) feet; thence, North One Hundred (100) feet to the true place of beginning;

Said parcel being a portion of the real estate described in a Warranty Deed recorded in Deed Record Book 970 at Page 891 in the Office of the Recorder, Champaign County, Illinois.

All situated in the City of Urbana, Champaign County, Illinois and containing 0.28 acre, more or less.

2. Purchase Price. The agreed purchase price of Fifteen Thousand Dollars (\$15,000) shall be paid in cash at closing, but from such purchase price shall be first deducted the credits and other deductions allowed to SELLER in this contract.
3. Evidence of Title. 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 BUYER's name for the amount of purchase price. BUYER 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; 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; and existing mortgages to be paid by SELLER or assumed by BUYER at closing.

If title evidence discloses exceptions other than those permitted, BUYER shall give written notice of such exceptions to SELLER within a reasonable time. SELLER shall have a reasonable time to have such title exceptions removed, or, any such exceptions which may be removed by the payment of money may be cured by deductions from the purchase price at the time of closing. IF SELLER is unable to cure such exceptions, then BUYER shall have the option to terminate this contract.

4. Conveyance. Conveyance shall be by a general warranty deed to the BUYER, with release of dower and homestead rights.
5. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be SELLER's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Subject Property as of the date of this Contract shall be SELLER's expense. All such taxes and special assessments shall constitute a credit to BUYER against the purchase price and shall release SELLER from any further liability to BUYER in connection therewith.
6. Closing. Closing shall be at the office of the Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before December 31, 1995. Possession of the premises shall be delivered to BUYER upon closing.
7. Leases. SELLER affirms that the Subject Property is vacant as of the date of this Sales Contract. SELLER further affirms that it is not party to a lease or contract sale with respect to the Subject Property as of the date of this Sales Contract. SELLER shall not permit or allow or create any leases or allow or permit the renewal or extension of any lease, with respect to the Subject Property. It is agreed that the non-leasing provisions of this contract are material, and, if SELLER violates this provision regarding the non-leasing of the Subject Property, BUYER may, at its option, immediately declare this contract null and void.
8. Condition of Property. BUYER agrees to accept the Subject Property

in its "as-is" condition and SELLER disclaims all warranties express or implied as to the condition of the Subject Property.

9. Contingency Acquisition of the Subject Property is contingent upon approval of this transaction by the Urbana City Council.

10. Special Contingency Unless this offer is accepted unconditionally by all parties having an ownership interest in the subject parcel by 4 p.m. on September 29, 1995, this offer is automatically withdrawn.

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

SELLER:

Gus Polite
Gus Polite

Procine Polite
Procine Polite

BUYER: CITY OF URBANA, ILLINOIS

BY: Tod Satterthwaite
Tod Satterthwaite, Mayor

ATTEST: Phyllis D. Clark
Phyllis D. Clark, City Clerk

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