

ORDINANCE NO. 9596-117

AN ORDINANCE
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
OWNED BY THE CITY OF URBANA AND ACQUIRED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(910 West Church Street)

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 910 West Church 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 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:

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

THIS ORDINANCE CONSISTS OF 2 PAGES.

Initials SR

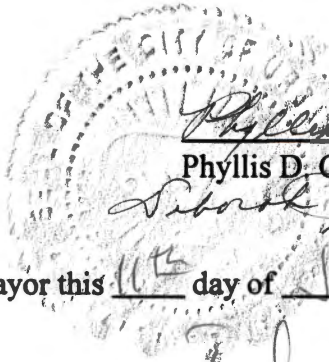
2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract together with all other necessary deeds and documents required by such Contract for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all 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 3rd day of June, 1996.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan, and Mayor Satterthwaite

NAYS:

ABSTAINS:



Phyllis D. Clark by
Phyllis D. Clark, City Clerk

Robert J. Roberts, Deputy Clerk

APPROVED by the Mayor this 11th day of June, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

This Contract is made and entered into this 12th day of June, 19 96, 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 Howard Wakeland (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 Buyer agrees to buy, the following described parcel of real estate:

Lot 5 in Templeton Subdivision, situated in the City of Urbana, in Champaign County, Illinois; and all improvements thereon, commonly known as 910 West Church Street, Urbana, Illinois (hereinafter referred to as "Subject Property").

2. Purchase Price. The agreed purchase price of Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid in cash at closing but from such purchase price shall first be deducted the credits and other deductions allowed the Buyer pursuant to this Contract.
3. Evidence of Title. Within a reasonable time the City shall deliver to Buyer as evidence of the City's title 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 Buyer's name for the amount of the purchase price. The City shall be responsible for payment of the owner's premium and the seller's search charges.

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 the 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 City shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of 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 Buyer shall have the option to terminate this Contract.

4. Conveyance. The 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 in 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. The City shall pay all special assessments confirmed prior to the date of this Contract and real estate taxes assessed against Subject Property 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. Real estate taxes apportioned up to the date of possession shall be the City'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 against Subject Property as of the date of this Contract shall be the City's expense. All such taxes and assessments shall constitute a credit to Buyer against the purchase price and shall release the City from any further liability to Buyer in connection therewith.
6. Compliance with Development Codes. Any improvements to Subject Property by Buyer 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.
7. 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 City of Urbana with regard to violation of City of Urbana nuisance codes and to promptly correct any violation cited by the City of Urbana.
8. Assignment. Buyer shall not assign this Contract without prior written consent of the City to such assignment.
9. Possession. The City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction to be held on or before June 30, 1996.
10. 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.
11. 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, Illinois 61801

BY: Tod Satterthwaite
Tod Satterthwaite, Mayor

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

Deborah D. Roberts, Deputy Clerk



BUYER:

Howard Wakeland
2213 Combes
Urbana, Illinois 61801

BY: Howard Wakeland
Howard Wakeland