

ORDINANCE NO. 9697-124

AN ORDINANCE AUTHORIZING THE PURCHASE  
OF CERTAIN REAL ESTATE  
(702-706 North Hickory 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: implementation of the *Consolidated Plan Annual Action Plan* and the *Woodland Park Neighborhood Plan*.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 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.

TRACT I:

Beginning at a point 100 feet North of the Southwest corner of the West 3 acres of the North 932 feet of Lot 6 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as made by the Commissioners in the Estate of William T. Webber; thence North 50 feet; thence East 140½ feet to the East line of said 3 acre tract; thence South 50 feet; thence West 140½ feet to the point of beginning, situated in the City of Urbana, in Champaign County, Illinois.

THIS ORDINANCE CONSISTS OF 3 PAGES.

Initials DR

TRACT II:

Beginning at a point 50 feet North of the Southwest corner of the West 3 acres of the North 932 feet of Lot 6 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as made by the Commissioners in the Estate of William T. Webber; thence East 140½ feet; thence North 50 feet; thence West 140½ feet, thence South to the point of beginning, situated in the City of Urbana, in Champaign County, Illinois.

TRACT III:

Beginning at a point Fifty (50) feet North of the Southwest corner of the West Three (3) acres of the North Nine Hundred Thirty-two (932) feet of Lot Six (6) of a Subdivision of the West Half of the Southwest Quarter of Section Nine (9), in Township Nineteen (19) North, Range Nine (9) East of the Third principal Meridian, as made by the Commissioners appointed to divide the Estate of William T. Webber, deceased, being the West Three (3) acres of that part of said Lot 6 lying North of Cowley's Second Addition to Urbana, Illinois, and running thence East One Hundred Forty and one-half (140½) feet and running thence North Fifty (50) feet and running thence West One Hundred Forty and one-half (140½) feet and thence running South to the point of beginning, in Champaign County, Illinois.

and all improvements thereon; commonly known as 702, 704, and 706 North Hickory Street, Urbana, Illinois.

PTN: 91-21-09-306-010 (Tract I)

PTN: 91-21-09-306-011 (Tract II)

PTN: 91-21-09-306-012 (Tract III)

Section 2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 21st day of April, 1997.

PASSED by the City Council this 21st day of

April, 1997.

AYES: Hayes, ~~Keams~~ ~~of~~ Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINS:



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 24<sup>th</sup> day of April,

1997.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of May, 1997, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as "BUYER," and JAMES E. BARNES AND PATRICIA A. BROWN-BARNES, 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 the BUYER agrees to buy, the following described parcel of real estate:

TRACT I:

Beginning at a point 100 feet North of the Southwest corner of the West 3 acres of the North 932 feet of Lot 6 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as made by the Commissioners in the Estate of William T. Webber; thence North 50 feet; thence East 140½ feet to the East line of said 3 acre tract; thence South 50 feet; thence West 140½ feet to the point of beginning, situated in the City of Urbana, in Champaign County, Illinois.

TRACT II:

Beginning at a point 50 feet North of the Southwest corner of the West 3 acres of the North 932 feet of Lot 6 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as made by the Commissioners in the Estate of William T. Webber; thence East 140½ feet; thence North 50 feet; thence West 140½ feet, thence South to the point of beginning, situated in the City of Urbana, in Champaign County, Illinois.

TRACT III:

Beginning at a point Fifty (50) feet North of the Southwest corner of the West Three (3) acres of the North Nine Hundred Thirty-two (932) feet of Lot Six (6) of a Subdivision of the West Half of the Southwest Quarter of Section Nine (9), in Township Nineteen (19) North, Range Nine (9) East of the Third principal Meridian, as made by the Commissioners appointed to divide the Estate of William T. Webber, deceased, being the West Three (3) acres of that part of said Lot 6 lying North of Cowley's Second Addition to Urbana, Illinois, and running thence East One Hundred Forty and one-half (140½) feet and running thence North Fifty (50) feet and running thence West One Hundred Forty and one-half (140½) feet and thence running South to the point of beginning, in Champaign County, Illinois.

and all improvements thereon; commonly known as 702, 704, and 706 North Hickory Street, Urbana, Illinois (hereinafter referred to as "Subject Property").

PTN: 91-21-09-306-010 (Tract I)

PTN: 91-21-09-306-011 (Tract II)

PTN: 91-21-09-306-012 (Tract III)

2. Purchase Price. The agreed purchase price of Thirty Thousand and 00/100 Dollars (\$30,000.00) shall be paid in cash at closing but from such purchase price shall be first deducted the credits and other deductions allowed to BUYER 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 the 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 City of Urbana Grants Management Division in Urbana, Illinois, or at any other place mutually agreeable between the parties, no later than ~~March 31, 1997~~. Possession of the premises shall be delivered to BUYER upon closing.

*Tod S.* ~~May 16, 1997~~  
~~May 31, 1997~~ *JP RAB*

7. 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 premises.

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

**SELLER:**

**JAMES E. BARNES AND PATRICIA A. BROWN-BARNES**

*James E. Barnes*  
\_\_\_\_\_  
James E. Barnes

*Patricia A. Brown-Barnes*  
\_\_\_\_\_  
Patricia A. Brown-Barnes

**BUYER:**

**CITY OF URBANA, ILLINOIS**

BY: *Tod Satterthwaite*  
\_\_\_\_\_  
Tod Satterthwaite, Mayor

ATTEST: *Phyllis D. Clark*  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk