

AN ORDINANCE AUTHORIZING THE SALE
OF CERTAIN REAL ESTATE OWNED BY THE CITY OF URBANA
AND ACQUIRED UNDER THE COMMUNITY DEVELOPMENT PROGRAM

(704 Sunset Drive)

(706 Sunset Drive)

(708 Sunset Drive)

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 program of the City of Urbana; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 704, 706, and 708 Sunset Drive, which said properties have heretofore been acquired under the community development 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 such real estate 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 Residential Sales Contract by and between the City of Urbana, Illinois and Urbana School District No. 116, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

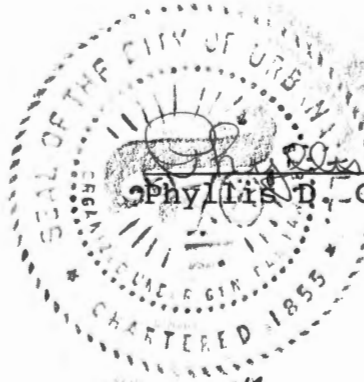
2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract together with all other necessary deeds and documents required by such Contract for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed at a regular meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the Members of the City Council who did not abstain from voting on this Ordinance, all in accordance with Chapter 2-30 of the Code of Ordinances, City of Urbana, Illinois, heretofore adopted and in effect.

PASSED by the City Council this 21st day of July,
1997.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman, and
NAYS: Mayor Satterthwaite

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 20th day of July,
1997.

Tod Satterthwaite
Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 19th day of Aug., 1997, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as the "CITY"), and Urbana School District No. 116 (hereinafter referred to as the "SCHOOL DISTRICT").

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1. Sale. The CITY agrees to sell and convey, and the SCHOOL DISTRICT agrees to buy, the following described parcel of real estate:

Lots 4, 5, and 6 of Coler Subdivision, in Champaign County, Illinois;

and all improvements thereon, commonly known as 708, 706, and 704 Sunset Drive, Urbana, Illinois (hereinafter referred to as the "Subject Property").

2. Purchase Price. The CITY agrees to convey title to the Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, the CITY shall deliver to the SCHOOL DISTRICT as evidence of title a commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, Illinois, committing the company to issue a policy in the usual form insuring title to the Subject Property in the SCHOOL DISTRICT for the amount of the SCHOOL DISTRICT's purchase price.

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 Subject Property and which do not restrict reasonable use of the Subject Property.

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

The CITY shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to the Subject Property. If the CITY is unable to cure such objections and is unable to procure a title policy insuring over such objections, then the SCHOOL DISTRICT shall have the option to terminate this Contract.

4. Conveyance. Conveyance shall be by a general warranty deed to the SCHOOL DISTRICT

sufficient to convey the Subject Property to the SCHOOL DISTRICT in fee simple absolute subject only to exceptions permitted herein.

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 Subject Property as of the date of this Contract shall be the CITY's expense. All such taxes and special assessments shall constitute a credit to the SCHOOL DISTRICT against the purchase price, and shall release the CITY from any further liability to the SCHOOL DISTRICT in connection therewith.
6. As-Is Condition. The SCHOOL DISTRICT agrees to accept the Subject Property in its "as-is" condition, and the CITY disclaims all warranties express or implied as to the condition of the Subject Property.
7. Nature of Vocational-Technical Activities. The primary purpose of the SCHOOL DISTRICT activities undertaken pursuant to this contract shall be training students enrolled at Urbana High School in house construction trades, including, but not limited to, carpentry, masonry, electrical, plumbing, and mechanical trades. Students enrolled in the construction trades program shall be provided both in-class and on-site training. Students shall be supervised while on the work site by SCHOOL DISTRICT staff at all times. The SCHOOL DISTRICT shall ensure a safe working and learning environment for construction trade students at all times.
8. Construction Schedule. SCHOOL DISTRICT agrees to construct three single-family residences on the Subject Property. Footings for the first residence shall be poured within 180 days of closing this transaction and a Certificate of Occupancy shall be issued for the newly-constructed structure by the Urbana Building Safety Division within 18 months of closing this transaction. Footings for the second residence shall be poured within 18 months of closing of this transaction and a Certificate of Occupancy shall be issued for the second newly constructed structure by the Urbana Building Safety Division within 30 months of closing of this transaction. Footings for the third residence shall be poured within 30 months of closing of this transaction and a Certificate of Occupancy shall be issued for the third newly constructed residence within 48 months of closing of this transaction.
9. Compliance with Development Codes. Any residence constructed pursuant to this sales contract shall be constructed in accordance with all applicable land development, zoning, and building codes of the City of Urbana, Illinois, and with covenants recorded for Coler Subdivision in which the Subject Property is located. The SCHOOL DISTRICT shall be responsible for obtaining and paying for all permits required under said codes.
10. House Design. Any residence constructed pursuant to this sales contract shall be compatible in design with houses constructed for the CITY at 901-913 West Eads Street, Urbana, Illinois, and with houses constructed by the SCHOOL DISTRICT's house construction trades program at 915 West Eads Street, 1103 North Gregory Street, and 1104 North Harvey Street

Urbana, Illinois.

11. Quality of Building Materials. Building Size. Any dwelling unit constructed pursuant to this sales contract shall be constructed with suitably-adapted new materials of good quality. The garage shall be built simultaneously with construction of the dwelling. The floor area of each one-story dwelling exclusive of the porch, basement, and garage area shall be at minimum 1,000 square feet. Each story and one-half or two-story dwelling shall contain at least 650 square feet of floor area on the ground floor.
12. Storage of Building Materials. Building materials used to construct any dwelling unit pursuant to this sales contract shall be stored within property lines and shall not be placed in the public right-of-way.
13. Grading. Landscaping. Fencing. In conjunction with construction of any dwelling unit pursuant to this sales contract, the SCHOOL DISTRICT shall backfill, finish grade, and seed the building lot. The SCHOOL DISTRICT further agrees to cause installation of landscape materials in the front yard compatible with materials installed for the CITY at 901-913 West Eads Street, Urbana, Illinois, and for the SCHOOL DISTRICT at 915 West Eads Street, Urbana, Illinois. The SCHOOL DISTRICT further agrees to guarantee said landscape materials for at least one year from the date of installation. No chain link fence shall be installed in the front yard of the Subject Property.
14. Property Maintenance. The SCHOOL DISTRICT agrees to keep the Subject Property clear of debris and mowed such that the SCHOOL DISTRICT complies with CITY ordinances on property maintenance, weed control, and storage of building materials.
15. Utility Installation. In conjunction with construction of any dwelling unit pursuant to this sales contract, the CITY shall be responsible for arranging and paying for extension of overhead electrical, natural gas, water, and sanitary sewer service to the SUBJECT PROPERTY. The SCHOOL DISTRICT shall be responsible for arranging and paying for connection of utilities including electrical, natural gas, water, telephone, and sanitary sewer service.
16. Home buyer Counseling. SCHOOL DISTRICT agrees that it will not convey any of the real estate which is the subject of this contract to any grantee(s) who have not successfully completed the two-part Parkland College Home Buyer's Seminar. The cost of the seminar shall be paid by the home buyers. SCHOOL DISTRICT shall keep written verification records of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
17. Limitation on Subsequent Sale of Subject Property. Any residence constructed by the SCHOOL DISTRICT on Subject Property pursuant to this Contract may subsequently be sold by SCHOOL DISTRICT only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the U.S. Department of Housing and Urban Development to be

in effect at the time of execution of a bona fide sales contract. Income will need to be reverified only if more than six months has transpired from initial verification to occupancy of Subject Property. SCHOOL DISTRICT shall keep written verification records of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.

To the extent allowable by law, the deed transferring title in Subject Property from SCHOOL DISTRICT to the initial purchaser shall include a provision restricting subsequent sales of Subject Property to households having income at or below 80 percent of median family income for a period of five years from the date of deed transferring title from the SCHOOL DISTRICT. Said deed restriction shall not apply in the event of repossession by a financial institution as a result of foreclosure proceedings.

18. City Held Harmless. The SCHOOL DISTRICT agrees to indemnify and hold the 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 sales contract, including reasonable attorneys' fees incurred in defending against any such claim.
19. Use of Program Income. Any funds received by the SCHOOL DISTRICT from sale of any residence constructed pursuant to this sales contract, net of program expenses, shall be used for similar vocational-technical activities in Census Tract 53 of Urbana, Illinois. This restriction in use of program income shall apply for a period of five (5) years from the closing of this transaction.
20. 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, 1997. Possession of the premises shall be delivered to the SCHOOL DISTRICT upon closing.

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

CITY OF URBANA, ILLINOIS

URBANA SCHOOL DISTRICT NO. 116

BY: Ted Sattethurite

BY: [Signature]

ATTEST: Phyllis D. Clark

ATTEST Carol B Baker

400 South Vine Street
Urbana, Illinois 61801

205 North Race Street
Urbana, Illinois 61801