

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

(Eads Subdivision Properties)

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; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 906 West Eads Street, 906 ½ West Eads Street, 908 West Eads Street, 910 West Eads Street, 914 West Eads Street, 916 West Eads Street, 1101 North Gregory Street, 1101 North Harvey Street, 1103 North Harvey Street, 1105 North Harvey Street, 1107 North Harvey Street, and 902 West Wascher 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 said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana; and

WHEREAS, under Urbana City Ordinance Number 1999-06-061, the City of Urbana is obligated to donate four vacant residential lots to the Illinois Center for Citizen Involvement's HomeBuild3 Program; and

WHEREAS, under Urbana City Ordinance Number 2000-12-142, the City of Urbana is obligated to donate six vacant residential lots within the Eads at Lincoln Subdivision to the Illinois Center for Citizen Involvement's Eads at Lincoln Build-Out Program; and

WHEREAS, the Urbana School District has requested vacant residential properties for use in their housing construction trades program; and

WHEREAS, the City Council finds that donating said real estate be beneficial to the clients of the Illinois Center for Citizen Involvement by allowing them more construction sites.

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

Section 1. That the said real estate be donated to either the Urbana School District No. 116 Housing Construction Trades Program, the Illinois Center for Citizen Involvement's HomeBuild3 Program, or the Illinois Center for Citizen Involvement's Eads at Lincoln Subdivision Build-Out Program.

Section 2. That the Director of the Department of Community Development Services will make the final decision on individual lot dispositions.

Section 3. That the said real estate dispositions be completed by June 30, 2001.

Section 4. That the said real estate not donated under this ordinance by June 30, 2001 will be donated at a later date to any non-profit housing developer for use in a housing construction program.

Section 5. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute all necessary deeds and documents required for the lot dispositions on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18th day of December,
2000 .

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

NAYS:

ABSTAINS:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 27th day of December,
2000 .


Tod Satterthwaite, Mayor



CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this 17th day of July, 2001 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 Urbana School District No. 116 (hereinafter referred to as the "SCHOOL DISTRICT" as Buyer).

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES
HERETO as follows:

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

Commencing at the Northeast corner of Tract A of O.A. Frailey's 2nd Subdivision in the City of Urbana, Champaign County, Illinois; thence Westerly 133.6 feet along the North line of said Tract A to the point of beginning; thence Westerly 215 feet along the North line of said Tract A; thence Northerly 100 feet along a line perpendicular to the North line of said Tract A; thence Easterly 215 feet along a line parallel to the North line of said Tract A; thence Southerly 100 feet to the point to the point of beginning; all situated in the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the 3rd Principal Meridian, Champaign County, State of Illinois, except the West 120 feet thereof; and

Outlot 2 of Eads First Subdivision, except the westerly 120.00 feet of even and equal width thereof, as shown on a plat recorded October 22, 1990, in Plat Book "BB" at Page 92 as Document Number 90R21114, in the Office of the Recorder of Deeds, Champaign County, Illinois;

more commonly known as 906 and 906 ½ West Eads Street, Urbana, Illinois.
PTN: 91-21-07-278-014 and 91-21-07-278-015

2. Purchase Price. CITY agrees to convey title to Subject Properties for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, the CITY shall select and deliver one of the following to SCHOOL DISTRICT as evidence of title:
 - a. A copy of a title insurance policy issued to the CITY in connection with acquisition of Subject Property by the CITY; the CITY warrants that it has done nothing to encumber Subject Property since its acquisition of Subject Property; 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 SCHOOL DISTRICT's name 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.

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

The CITY shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the 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 SCHOOL DISTRICT shall have the option to terminate the Contract.

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

4. Conveyance. The CITY agrees to convey Subject Properties to SCHOOL DISTRICT by good and sufficient Warranty Deed, subject to current 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 Properties or any improvements thereon, shall vest in SCHOOL DISTRICT until delivery of said Warranty Deeds to SCHOOL DISTRICT in the manner and under the conditions prescribed herein.
5. Taxes and Assessments. Real Estate taxes apportioned up to the date of possession shall be 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 upon Subject Properties 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. Condition of Subject Property. SCHOOL DISTRICT agrees to accept Subject Properties in their "as-is" condition, and the CITY disclaims all warranties express or implied as to the condition of Subject Properties.

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. 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. SCHOOL DISTRICT shall be responsible for obtaining and paying for all permits required under said codes.

9. House Design. Any residence constructed pursuant to this Contract shall be compatible in design and quality of construction with houses constructed within the Eads 1st Subdivision, Urbana, Illinois. Prior to issuance of any building permit by the Building Safety Division of the CITY of Urbana, Illinois, the Director of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the CITY, may request alterations to the proposed house design so as to comply with this Section.

10. Quality of Building Materials, Building Size. Any dwelling unit constructed 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.

11. Use of Subject Property. Another purpose of SCHOOL DISTRICT activities undertaken pursuant to this Contract shall be construction of a single-family residence for sale to a low-income household through SCHOOL DISTRICT's Homeownership Program. SCHOOL DISTRICT shall ensure a safe working environment for construction at all times.

12. 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 Properties.

13. Limitation on Subsequent Sale of Subject Property. Any residence constructed by SCHOOL DISTRICT on Subject Properties 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 Director of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the CITY, to be in effect at the time SCHOOL DISTRICT accepts a household into its Homeownership Program. SCHOOL DISTRICT shall keep record 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 ten (10) years from the date of the deed transferring title from SCHOOL DISTRICT. Said deed restriction shall not apply in the event of possession by a financial institution as a result of foreclosure proceedings.

14. Property Maintenance. SCHOOL DISTRICT agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times. SCHOOL DISTRICT shall neither suffer nor commit any waste on or to Subject Property. SCHOOL DISTRICT agrees to promptly respond to any notices received from the CITY of Urbana, Illinois, with regard to violation of the CITY's nuisance codes and to promptly correct any violation cited by said CITY. SCHOOL DISTRICT shall promptly pay all bills or charges incurred for materials, services, labor, or other like items which may create encumbrances against Subject Property.

15. Construction Schedule. SCHOOL DISTRICT agrees to construct a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly-constructed residence by the Urbana Building Safety Division on or before June 30, 2003, or on or before the date established in any modification to this Contract.

16. Storage of Building Materials. Building materials needed to construct any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
17. CITY Held Harmless. 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 Contract, including reasonable attorneys' fees incurred in defending against any such claim.
18. Assignment. SCHOOL DISTRICT shall not assign this Contract without prior written consent of the CITY to such assignment; provided, however, that the CITY shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of SCHOOL DISTRICT's liability under this Contract.
19. Possession. CITY shall deliver possession of Subject Property to SCHOOL DISTRICT concurrently with closing of this transaction to be held on or before July 31, 2001 at the office of the Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties.
20. 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.
21. Notices. Any notice required under this Contract to be served upon the CITY or SCHOOL DISTRICT 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.
22. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
23. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

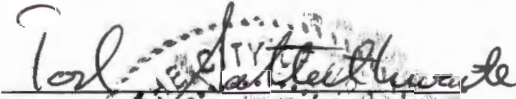
24. Home buyer Counseling. SCHOOL DISTRICT agrees that it will not convey any of the real estate which is the subject of this contract to any grantee(s) who have not successfully completed the two-part Parkland College Home Buyer's Seminar. The cost of the seminar shall be paid by the home buyers. SCHOOL 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.

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

SELLER:

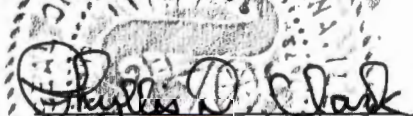
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801

BY:



Tod Satterthwaite, Mayor

ATTEST:

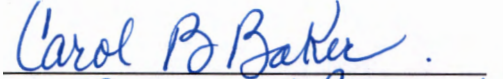


Phyllis D. Clark, CITY Clerk

BUYER:

Urbana School District No. 116
205 North Race Street
Urbana, Illinois 61801

BY:



Carol B. Baker
Director of Business

ATTEST:



Lori Johnson

CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this 10th day of July, 2002 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 Urbana School District No. 116 (hereinafter referred to as the "SCHOOL DISTRICT" as Buyer).

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO as follows:

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

Lot 2 of Eads Third Subdivision, as shown on a plat dated September 20, 1995 and recorded October 27, 1995 in Plat Book "CC" at page 128, as Document Number 95R23332, in the Office of the Recorder of Deeds, Champaign County, Illinois;

more commonly known as 914 West Eads Street, Urbana, Illinois.
PTN: 91-21-07-278-011

2. Purchase Price. CITY agrees to convey title to Subject Properties for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, the CITY shall select and deliver one of the following to SCHOOL DISTRICT as evidence of title:
 - a. A copy of a title insurance policy issued to the CITY in connection with acquisition of Subject Property by the CITY; the CITY warrants that it has done nothing to encumber Subject Property since its acquisition of Subject Property; 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 SCHOOL DISTRICT's name 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.

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

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5. Taxes and Assessments. Real Estate taxes apportioned up to the date of possession shall be 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 upon Subject Properties 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.
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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. 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. SCHOOL DISTRICT shall be responsible for obtaining and paying for all permits required under said codes.
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10. Quality of Building Materials, Building Size. Any dwelling unit constructed 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.
11. Use of Subject Property. Another purpose of SCHOOL DISTRICT activities undertaken pursuant to this Contract shall be construction of a single-family residence for sale to a low-income household having income at or below 80 percent of median family income for Champaign County based on household size, through SCHOOL DISTRICT's Homeownership Program. SCHOOL DISTRICT shall ensure a safe working environment for construction at all times.
12. 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 Properties.
13. Limitation on Subsequent Sale of Subject Property. Any residence constructed by SCHOOL DISTRICT on Subject Properties 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 Director of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the CITY, to be

in effect at the time SCHOOL DISTRICT accepts a household into its Homeownership Program. SCHOOL DISTRICT shall keep record 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 ten (10) years from the date of the deed transferring title from SCHOOL DISTRICT. Said deed restriction shall not apply in the event of possession by a financial institution as a result of foreclosure proceedings.

14. Property Maintenance. SCHOOL DISTRICT agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times. SCHOOL DISTRICT shall neither suffer nor commit any waste on or to Subject Property. SCHOOL DISTRICT agrees to promptly respond to any notices received from the CITY of Urbana, Illinois, with regard to violation of the CITY's nuisance codes and to promptly correct any violation cited by said CITY. SCHOOL DISTRICT shall promptly pay all bills or charges incurred for materials, services, labor, or other like items which may create encumbrances against Subject Property.
15. Construction Schedule. SCHOOL DISTRICT agrees to construct a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly-constructed residence by the Urbana Building Safety Division on or before June 30, 2004, or on or before the date established in any modification to this Contract.
16. Storage of Building Materials. Building materials needed to construct any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
17. CITY Held Harmless. 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 Contract, including reasonable attorneys' fees incurred in defending against any such claim.
18. Assignment. SCHOOL DISTRICT shall not assign this Contract without prior written consent of the CITY to such assignment; provided, however, that the CITY shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of SCHOOL DISTRICT's liability under this Contract.
19. Possession. CITY shall deliver possession of Subject Property to SCHOOL DISTRICT concurrently with closing of this transaction to be held on or before December 31, 2002 at the office of the Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties.

20. 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.
21. Notices. Any notice required under this Contract to be served upon the CITY or SCHOOL DISTRICT 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.
22. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
23. 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:

BUYER:

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

Urbana School District No. 116
205 North Race Street
Urbana, Illinois 61801

BY: Tom Satterthwaite
Tom Satterthwaite, Mayor

BY: Carol B Baker

ATTEST: Phyllis D. Clark
Phyllis D. Clark, CITY Clerk
by [Signature]
Deputy Clerk

ATTEST: Kathleen Biehl

