

ORDINANCE NO. 9394-59

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

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 1105 North Gregory Street, which said property has 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 Contract for Sale of Real Estate 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 Section 2-30 of the Code of Ordinances, City of Urbana, Illinois, heretofore adopted and in effect.



PASSED by the City Council this 18th day of January, 1994.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

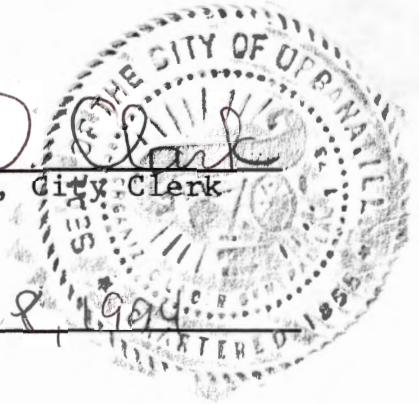
APPROVED by the Mayor this 27th day of January, 19 .

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9394-59 AND IS INCORPORATED THEREIN BY REFERENCE.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

January 18, 1994
Date



CONTRACT FOR SALE OF REAL ESTATE

PTN: 91-21-07-277-008

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 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:

Lot 9 in O.A. Frailey's Second Subdivision to the City of Urbana, as per plat recorded in Plat Book "L" at Page 9 in the Recorder's Office of Champaign County, Illinois, situated in Champaign County, Illinois;

and all improvements thereon, commonly known as 1105 North Gregory Street, Urbana, Illinois (hereinafter referred to as the "Subject Property").

2. Purchase Price. The CITY agrees to convey title to the Subject Property for Five Thousand and 00/100 Dollars (\$5,000.00) 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 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.

The CITY covenants that there is no city ordinance which will preclude SCHOOL DISTRICT from constructing one single-family residence upon both the within Lot 9 and the adjacent Lot 8 of said subdivision.

The cost of title evidence and title insurance shall be paid by SCHOOL DISTRICT.

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 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 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. House Construction. The SCHOOL DISTRICT agrees to use Subject Property and property commonly known as 1103 North Gregory Street, Urbana, Illinois, for construction of one single-family residence spanning both lots. The SCHOOL DISTRICT agrees to

construct this residence in accordance with terms of a contract for sale of real estate between the City of Urbana, Illinois, and Urbana School District No. 116 dated September 7, 1993, a copy of which is attached hereto as Exhibit A.

9. Property Maintenance. The SCHOOL DISTRICT agrees to keep the Subject Property clean of debris and mowed such that the SCHOOL DISTRICT complies with CITY ordinances on property maintenance, weed control, and storage of building materials.

10. Utility Installation. In conjunction with construction of any dwelling unit pursuant to this sales contract, the SCHOOL DISTRICT shall be responsible for arranging and paying for installation and connection of utilities including, but not limited to, electrical, natural gas, water, telephone, and sanitary sewer service.

11. 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.

12. 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.

13. Closing. Closing shall be at the office of the Urbana Community Development Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before February 28, 1994. 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: _____

BY: _____

ATTEST: _____

ATTEST: _____

400 South Vine Street
Urbana, Illinois 61801

205 North Race Street
Urbana, Illinois 61801