



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Grants Management Division*

### **m e m o r a n d u m**

**TO:** Mayor Diane Wolfe Marlin and City Council Members

**FROM:** Sheila Dodd, Interim Community Development Services Director

**DATE:** January 13, 2022

**SUBJECT: ORDINANCES AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

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#### **Background**

The properties that are the subject of these proposed ordinances were acquired through the Grants Management Division's Property Acquisition Program, which is supported by Community Development Block Grant (CDBG) Funds. This program allows the City to purchase, clear, improve, and maintain lots in order to promote and support the development of affordable housing opportunities. This is accomplished through the conveyance of properties to not-for-profit housing developers.

The City purchased 704 N. Broadway Avenue from the homeowner. The property had been a chronic nuisance for some time. CDBG funding for acquisition to eliminate slum and blight had been allocated in the Annual Action plan. The subject property had a dilapidated, residential structure that has been in decline for several years. Demolition was completed on the property through the Abandoned Properties Program. The property is now vacant and ready for reconstruction.

Habitat for Humanity of Champaign County (Habitat) contacted the City with interest in the lot for construction of an affordable housing unit. The attached sales contract requires Habitat to construct affordable housing for sale to a low-income household by no later than January 31, 2024. The City of Urbana has supported affordable housing development by Habitat in the past by providing a number of lots on which Habitat has built single-family, owner-occupied homes. Since its inception, the local Habitat has constructed more than 50 affordable homes in Urbana. Conveying this lot will continue the support of Habitat's affordable housing development in Urbana.

The City acquired 1407 N. Wiley Drive through the judicial deed process. The property was a chronic nuisance for some time. CDBG funding for maintenance and a new roof were used to eliminate slum and blight and was allocated in the Annual Action plan. The subject property is unoccupied and is in need of substantial rehabilitation. Completing the rehabilitation and adding an affordable housing unit will improve this dilapidated, residential structure that has been in decline for several years.

City staff contacted First Followers regarding their interest in the property for rehabilitation for an affordable rental housing unit. The attached sales contract requires First Followers to complete

rehabilitation for rent to a low-income household by no later than January 31, 2024. The City of Urbana has supported affordable housing development by First Followers in the past by providing Community Housing Development Organization (CHDO) funding for rental housing units. Conveying this property, will continue the support of First Followers mission of job training and providing affordable rental housing development in Urbana.

The ordinance, contract, and legal documents for the proposed transfers are similar to those previously used to convey City-owned properties to not-for-profit organizations and are attached to this memorandum for reference. The City would transfer the respective properties by recording a warranty deed in favor of Habitat and First Followers with the Champaign County Recorder of Deeds. In order to ensure that the City is protected in case of default by Habitat or First Followers, a Quit Claim Deed, executed by Habitat and First Followers in favor of the City, shall be placed in escrow with the Community Development Services Department, which will serve as the escrow agent. Once construction of each home is completed and a Certificate of Occupancy is issued, the escrow agent will destroy the Quit Claim Deed. If Habitat and First Followers have not begun construction of affordable housing on the subject property as of January 31, 2024, the City may record the Quit Claim Deed and recover ownership of the property.

The contract documents include a land-use restriction agreement between the homebuyer and the City to ensure that each house constructed will remain affordable to income-qualified families for a period of ten years (affordability period). Based on acquisition and site preparation costs incurred by the City, the affordability period for these lots is ten years. Only income-qualified families may purchase or rent and reside in the houses.

The City acquired 1201 W. Beslin Street in 1972. The property is a small, unimproved corner lot at Goodwin Avenue and Beslin Street. It is not feasible for new home construction because of the size and location of the property. The City has maintained the property and would like to dispose of the property at this time. The Habitat homeowner at 1203 W. Beslin Street has maintained the property for the last two years. The homeowner has indicated an interest in owning the property and would leave the property vacant.

## **Options**

1. Forward the Ordinances Authorizing the Sale of Certain Real Estate (1201 W. Beslin Street, 704 N. Broadway Avenue, and 1407 N. Wiley Drive) to the Urbana City Council consent agenda with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate (1201 W. Beslin Street, 704 N. Broadway Avenue, and 1407 N. Wiley Drive) to the Urbana City Council with a recommendation for approval with suggested changes.
3. Do not forward the Ordinances for approval, and the City would retain ownership of the properties.

## **Fiscal Impacts**

Providing 704 N. Broadway Avenue to Habitat would eliminate lot maintenance costs that would be

incurred by the City. The house constructed at this site would generate real estate taxes and would likely have a positive effect on surrounding property values. If the lot is not conveyed to Habitat, the City would continue to incur cost of ongoing maintenance. Providing 1407 N. Wiley Drive to First Followers would eliminate maintenance costs that would be incurred by the City. The house would become an affordable rental unit and would generate real estate taxes and Would likely have a positive effect on surrounding property values. Providing 1201 W. Beslin Street to the adjacent property owner would eliminate maintenance costs and would generate real estate taxes.

### **Recommendations**

At the December 21, 2021 Community Development Commission meeting, the Commission approved a motion to forward the Ordinances to Urbana City Council with a recommendation for approval.

### **Attachments**

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (704 N. Broadway Avenue)
2. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1407 N. Wiley Drive)
3. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1201 W. Beslin Street)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(704 N. Broadway Avenue)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**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 desires to sell the real estate commonly known as 704 N. Broadway Avenue, 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 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:

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

**Section 2.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

**Section 3.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CONTRACT FOR SALE OF REAL ESTATE**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as Seller), and Habitat for Humanity of Champaign County, an Illinois not-for-profit corporation (hereinafter referred to as Buyer).

WITNESSETH:

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

- 1 Sale. Seller agrees to sell and convey, and Buyer agrees to buy, the following described parcel of real estate:

DESCRIPTION OF REAL ESTATE:

Lot 13 in Crystal Lake Park Addition to the City of Urbana, Illinois as per plat recorded in Book "H" at page 76, situated in Champaign County Illinois.

PIN: 91-21-08-404-009;

Commonly known as 704 N Broadway, Urbana, Illinois  
(Hereinafter referred to as Subject Property).

(hereinafter referred to as Subject Property).

2. Purchase Price. Seller agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, Seller shall select and deliver one of the following to Buyer as evidence of title:
  - a. A copy of the 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 to Buyer for the amount of the Seller'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.

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

Seller shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If Seller 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 the Contract. The evidence of title and title insurance shall be at the sole expense of the Seller.

4. Conveyance. Seller 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.

Buyer agrees to construct Affordable Housing for households at or below eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by HUD, and as certified by the City of Urbana, Grants Management Division: hereinafter “Affordable Housing”

At the time of closing of this transaction, a Warranty Deed from Seller in favor of Buyer shall be recorded with the Champaign County Recorders’ Office and delivered to Buyer.

At the same time, a Quit Claim Deed from Buyer in favor of Seller shall be placed in escrow with the City of Urbana Department of Community Development Services (hereinafter referred to as “(Escrow Agent”).

In the event that Buyer constructs Affordable Housing on Subject Property and is issued a Certificate of Occupancy for said Affordable Housing by the Urbana Building Safety Division on or before January 31, 2024, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Quit Claim Deed.

In the event that Buyer has not completed construction of Affordable Housing on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, the Escrow Agent may release said Quit Claim Deed to Seller.

In the event that Buyer has begun construction of Affordable Housing on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, but has not received a Certificate of Occupancy for said Affordable Housing as of that date, Seller retains the right to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of January 31,

2024, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quit Claim Deed with the Champaign County Recorders Office and deliver to the Seller.

Any and all escrow charges shall be paid by Buyer.

5. Taxes and Assessments. Seller shall pay all special assessments confirmed prior to the date of this Contract and real estate taxes assessed against Subject Property for 2021 payable in 2022 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

Buyer shall promptly pay all bills for utilities and taxes associated with Buyer's possession and use of Subject Property, including but not limited to water, gas, electric, cable television, sewage treatment, and sewer benefit taxes.

6. Condition of Subject Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of Subject Property.
7. Compliance with Development Codes. Any Affordable Housing constructed pursuant to this Contract shall be constructed in accordance with all applicable land development, zoning, and building codes, and the visitability standards of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Buyer shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any Affordable Housing constructed pursuant to this Contract shall be substantially compatible in design and quality of construction with drawings submitted by Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager 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.
9. Use of Subject Property. The primary purpose of Buyer activities undertaken pursuant to this Contract shall be construction of Affordable Housing for sale to a low-income household through the Buyer's Homeownership Program. To ensure, a Land- Use Regulatory Agreement in substantially the form set forth as ATTACHEMENT A to this



contract must be signed by all grantees to whom Habitat for Humanity conveys the subject parcel and recorded at the time of closing of such transaction. The City of Urbana Indirect Homebuyer Assistance Land-Use Regulatory Agreement attached hereto and incorporated herein, is an essential part of this contract.

10. Limitation on Subsequent Sale of Subject Property. Any Affordable Housing constructed by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer 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 Grants Management Division Manager 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 Buyer accepts a household into its Homeownership Program. Buyer 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.
11. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this contract. 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, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
12. Construction Schedule. Buyer agrees to construct Affordable Housing on Subject Property such that a Certificate of Occupancy is issued by the Urbana Building Safety Division on or before January 31, 2024, or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct Affordable Housing pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
14. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, 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.
15. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.

16. Possession. City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.
17. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
18. Notices. Any notice required under this Contract to be served upon Seller or Buyer 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.
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
20. 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:

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Diane Wolfe Marlin, Mayor

ATTEST:

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Phyllis D Clark, City Clerk

BUYER:  
Habitat for Humanity of  
Champaign County  
119 E. University  
Champaign, Illinois 61821

BY:

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Executive Director

ATTEST:

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## HOMEBUYER PROGRAM AGREEMENT

THIS HOMEBUYER PROGRAM AGREEMENT (“Agreement”), made as of this \_\_\_\_th day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Owner”), who will purchase and will reside at \_\_\_\_\_ Property I.D. \_\_\_\_\_ (“Residence”), and the City of Urbana, Illinois, an Illinois unit of local government (“City”), having its principal offices at 400 S. Vine Street, Urbana, Illinois 61801.

### WITNESSETH

WHEREAS, the City is a recipient of funds from the United States Department of Housing and Urban Development (“HUD”), as administrator of the HOME Investment Partnerships Program (“HOME Program”) pursuant to which HUD has agreed to make a Deferred Loan to the City, the proceeds of which are to be used to make forgivable Deferred Loans (individually, a “Deferred Loan”) to Eligible Homebuyers (as hereinafter defined) for the acquisition of Eligible Residences (as hereinafter defined) under the City’s Homebuyer Program (“Program”); and

WHEREAS, the Owner will be the owner of the fee simple title to the Residence and have applied to the City for a Deferred Loan in connection with the acquisition of the Residence (“Project”); and

WHEREAS, it is a condition of the making of the Deferred Loan that the Owner enter into and be bound by this Agreement.

In consideration of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are made a part of this Agreement.
2. **GENERAL CONDITIONS**. This Agreement and the Deferred Loan shall be subject to the terms and conditions of the HOME Investment Partnership Act, Code of Federal Regulations Title 24, Volume 1 [24CFR92.1 *et seq.*].
3. **OWNER REPRESENTATIONS AND WARRANTIES**. The Owner represents and warrants to the City as follows:
  - a. The Owner’s household has a gross annual income, as adjusted for family size, that is less than or equal to eighty percent (80%) of the median income for the metropolitan statistical area or county in which the Residence is located, as determined by HUD.
  - b. The Owner will hold fee simple title to the Project.
  - c. The Project will be the principal residence of the Owner, as defined by the United States Department of the Treasury, Internal Revenue Service (IRS) regarding the term “main home.”

- d. The Owner shall escrow property taxes and homeowners insurance.
  - e. The Owner will occupy the Project as his principal residence within 30 days after the Deferred Loan is provided.
  - f. Deferred Loan proceeds shall be used to pay only Eligible Costs (as that term is defined in Code of Federal Regulations Title 24, Volume 1 Section 92.205) in the form of downpayment assistance.
  - g. The Owner will adhere to the provisions of the Agreement for the duration of the HOME Affordability Period (as hereinafter defined).
4. **TERMS AND CONDITIONS OF THE DEFERRED LOAN.** The Deferred Loan shall be subject to the following terms and conditions:
- a. **Amount and Interest.** The Deferred Loan shall be in the amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), shall bear no interest and be used by the Owner for the Project in form of downpayment assistance.
    - i. The purchase price of the Residence and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, but exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$ \_\_\_\_\_. The Owner is not purchasing any unattached items from the Seller in connection with the purchase of the Residence, unless identified in Exhibit A attached hereto if necessary.
    - ii. The property value of the Residence, per appraisal dated \_\_\_\_\_, is \$ \_\_\_\_\_.
    - iii. The total purchase price, listed in clause i. and the appraised value, listed in clause ii., is less than 95 percent of the area median purchase price as established by the maximum Property Value Limit of **\$199,500** for a one-family dwelling, as established annually by HUD.
  - b. **Term and Security.**
    - i. For the purposes of this Agreement, the “HOME Affordability Period” shall mean five (5) years from \_\_\_\_\_; the date the Project is identified as “completed” in HUD’s Integrated Disbursement Information System.
    - ii. The term “Eligible Properties” shall mean single-family residential detached and attached Residences located within the corporate boundaries of the City.
  - c. **Recapture Provisions.** The City has adopted a Recapture Policy based upon the guidance found in Code of Federal Regulations Title 24, Section 92.254.
    - i. The Owner agrees, among other things, within the HOME Affordability Period, to notify the City of any proposed sale of the Residence.
    - ii. In the event of a sale, conveyance or other transfer of the Residence excluding any one or more of the following (each, a “Permitted Transfer”): any sale, conveyance or transfer (A) to a spouse upon a dissolution of marriage, (B) to the surviving spouse upon the death of a joint tenant Owner, (C) by will, or (D) upon foreclosure or deed in lieu of foreclosure, provided however that there are no Net Proceeds (as hereinafter defined) from the foreclosure or deed in lieu of foreclosure or that the City has received all or a portion of the Deferred Loan from the Net Proceeds (as herein below as outlined) from the foreclosure or deed in lieu of foreclosure, then the City shall receive a portion of the Deferred Loan (as herein below as outlined) from the Net Proceeds.
    - iii. The portion of Deferred Loan received by the City from the Net Proceeds is based upon the proration of the remaining years of the HOME Affordability Period at the time of a sale, conveyance or other transfer of the Residence, excluding those

Permitted Transfers described in clause ii. The table below describes the portion of the Deferred Loan the City will receive from the Net Proceeds.

Sale occurs within:	1 <sup>st</sup> Year of 5 Year Period	2 <sup>nd</sup> Year of 5 Year Period	3 <sup>rd</sup> Year of 5 Year Period	4 <sup>th</sup> Year of 5 Year Period	5 <sup>th</sup> Year of 5 Year Period
Portion of Grant Received	90% ( <i>Max Amount to be recaptured: \$xxx</i> )	70% ( <i>Max. Amount to be Recaptured: \$xxx</i> )	50% ( <i>Max. Amount to be Recaptured: \$xxx</i> )	30% ( <i>Max. Amount to be Recaptured: \$xxx</i> )	10% ( <i>Max. Amount to be Recaptured: \$xxx</i> )

- iv. For the purposes of this Agreement, “Net Proceeds” of a sale are an amount equal to the sales price minus the amount of the loan repayment, other than the HOME Investment, and reasonable closing costs; or, in the event of a foreclosure, the amount stated to be “surplus funds” as indicated in the “Report of Sale” filed with the Court.
  - v. The amount due shall not exceed the total amount of the original HOME investment.
  - vi. As used herein, the term “Permitted Refinancing” shall mean a refinancing to lower the interest rate, decrease the loan term or lower the monthly payment of such first mortgage loan, but not a refinancing that increases the outstanding balance of such first mortgage loan, increases the interest rate or by any other means reduces borrower equity in the Residence or increases borrower obligations. Any Permitted Refinancing must be approved by the City, in writing, in advance.
  - vii. If none of the events described in clauses above occurs prior to the expiration of the HOME Affordability Period, or if any sale, conveyance or transfer of the Residence occurs due to a Permitted Transfer, the provisions of the Agreement and corresponding Deferred Loan Documents (as hereinafter defined) shall be forgiven in their entirety.
- d. Residency Status. In accordance with Section 92.254, Title 24 of the Code of Federal Regulations, the Project shall remain the principal residence of the Owner throughout the HOME Affordability Period regardless of the applicable Recapture Provisions of the Residence described in Section c.
- i. The Owner agrees, among other things, within the HOME Affordability Period, regardless of the applicable Recapture Provision of the Residence: to not vacate and then lease the Residence.
  - ii. Notwithstanding clause I, in the event that the Owner should vacate and then lease the Residence within the HOME Affordability Period, the Owner agrees, upon written demand from the City sent to the Owner’s last known address, to re-occupy the Residence within a reasonable time as determined by the City and remain in the Residence until the expiration of the HOME Affordability Period.
  - iii. If re-occupancy, described in clause (ii), does not occur the Owner agrees to repay the total amount of the Deferred Loan, as set forth in Section a., to the City. The repayment shall become due and payable upon the City’s demand.
  - iv. If none of the events described in clauses above occurs prior to the expiration of the HOME Affordability Period, the provisions of the Agreement and corresponding Deferred Loan Documents (as hereinafter defined) shall be forgiven in their entirety.
- e. Deferred Loan Documents. Upon the City’s approval of the Project, the Owner shall deliver to the City executed copies of the following documents, in the numbers set forth below, and such other documents as the City may require, in its sole discretion, all executed in the

manner indicated therein, and in form and substance acceptable to the City (collectively, including this Agreement, “Deferred Loan Documents):

- i. Notice of Use Restriction for Residences; and
- ii. Any and all other documents and showings requested by the City.

- f. Payment. Any portion of the Deferred Loan required for the Project shall be disbursed at the closing.
  - g. Errors and Omissions/Compliance. The Owner agrees, upon request by the City or its representative, to fully cooperate and adjust for clerical errors, any or all Deferred Loan documents if deemed necessary or desirable in the reasonable discretion of the City.
5. **HOME BUYER PROGRAM REQUIREMENTS**.
- a. Governmental Approvals. The Owner shall obtain or cause to be obtained all Federal, State and local governmental approvals required by law for the Project.
  - b. Compliance with Laws. The Owner shall cause the Project to comply with all Federal, State and local codes, ordinances, zoning ordinances, including but not limited to, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*), the Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2601 *et seq.*), and 24 C.F.R. 35), each as respectively amended from time to time, and the housing quality standards set forth in the Agreement and Program Regulations. The Owner shall cause the Project to remain in compliance not only at time of Deferred Loan assistance, but throughout the HOME Affordability Period.
  - c. Certification of Income. The Owner shall, upon the City’s request, certify as to its household income on the form provided by the City. The Owner shall provide such written evidence substantiating the information on such Certification of Income Eligibility as the City may require.
  - d. Certification of Occupancy. Within the HOME Affordability Period, the Owner shall comply with the Annual Certification of Occupancy that is required by the City. The Owner agrees, during the HOME Affordability Period, to sign annually an affidavit certifying that the Residence is still the principal residence of the Owner. The schedule of annual certification shall be provided to the Owner by the City upon closing of the Deferred Loan.
  - e. Inspection. The City shall have the right to inspect the Residence during the course of the Project. The Residence shall pass such inspection as determined by the City’s inspector.
  - f. Insurance Proceeds. If the Owner receives insurance proceeds for any damage or destruction to the Residence occurring during the course of the Project, the Owner shall apply such proceeds to the repair of such damage or destruction, if practicable in the City’s judgment.
6. **NON-DISCRIMINATION**. The Owner shall require that all contractors comply with all of the provisions of Paragraph 282 of the HOME Act, and all provisions of Federal, State and local laws relating to non-discrimination, as applicable.
7. **CONFLICTS**. Owner shall not enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with an employee, agent, consultant, officer or elected or appointed official of the City, or, in some circumstances, business associates or members of the family of such individuals (an “Affiliate”), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate.
8. **RECORDS**. At the request of the City, the Owner shall furnish such reports, records and information in connection with the Project required by the City, and shall give specific answers

to questions from the City from time to time relative to the Owner's income, assets, liabilities, or contracts, all relating to the Project, and the maintenance, occupancy, and physical condition of the Residence.

9. **INDEMNIFICATION.**

- a. The Owner hereby agrees to indemnify the City and the City's respective officers, agents, employees or servants against and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorney's fees, settlements or judgments, whether by direct suit or from third parties, arising out of the Owner's performance under this Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the City or the City's officers, agents, employees or servants.
- b. If a claim or suit is brought against the City or the City's respective officers, agents, employees or servants, for which the Owner is responsible pursuant to Paragraph 9(a), the Owner shall defend, at the Owner's cost and expense, any suit or claim, and shall pay any resulting claims judgments, damages, losses, costs, expenses or settlements against the City or the City's respective officers, agents, employees or servants.

10. **DEFAULT.** Violation of any of the provisions of this Agreement by the Owner shall be deemed an "Event of Default" hereunder. The City shall give written notice of an Event of Default to the Owner, as provided in Paragraph 12 hereof. If (i) such Event of Default is not corrected to the satisfaction of the City within thirty (30) days after the date such notice is given, or within such further time as the City in its sole discretion permits (but if such Event of Default is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Owner commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, it shall not be considered to be an Event of Default), or (ii) if there exists any Default under any other Deferred Loan Document, the City may declare a default under this Agreement ("Default"), effective on the date of such declaration of Default and notice thereof to the Owner, and upon such default the City may:

- a. Terminate this Agreement;
- b. Exercise any rights it may have under the Deferred Loan Documents; and
- c. Exercise such other rights or remedies as may be available to the City, at law or in equity.

The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any Event of Default of this Agreement by the City shall be deemed to be a waiver of any other Event of Default or a subsequent Event of Default. If the City fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

11. **AMENDMENT.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.

12. **NOTICES.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth in the preliminary paragraph hereof, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other



communication sent pursuant to either subsection 12(a) or 12(b) hereof shall be served and effective upon such personal service or upon dispatch by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection 12(c) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection 12(d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

13. **SUCCESSORS**. This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Owner may not assign this Agreement, its right to the Deferred Loan proceeds or any of its obligations hereunder without the prior written approval of the City.
14. **SURVIVAL OF OBLIGATIONS**. The Owner's obligations, excluding Recapture Provisions described in Section c. and Section d., as set forth in this Agreement, shall survive the disbursement of the Deferred Loan and HOME Affordability Period, and the Owner shall continue to cooperate with the City and furnish any documents, exhibits or showings required.
15. **CONSTRUCTION OF AGREEMENT**.
  - a. **Partial Invalidity**. If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
  - b. **Gender**. The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
  - c. **Captions**. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of the Agreement.
  - d. **Construction**. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
16. **COUNTERPARTS**. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.
17. **WAIVER OF JURY TRIAL**. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR THIS AGREEMENT.
18. **LIABILITY OF CITY**. In no event shall the City be liable to the Owner for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the City of its obligations under this agreement or the Deferred Loan Documents or in connection herewith or with the Project, and the Owner waives all claims for consequential and incidental damages and for all damages described in Paragraph 19 below.
19. **FUNDING**. The parties acknowledge that the Deferred Loan is to be funded with monies provided by HUD, and that the City is under no obligation to request such funds for any disbursement of Deferred Loan proceeds unless and until all necessary preconditions to

disbursement have been satisfied to the City's satisfaction, and that significant time delays might result from the funding of such monies by HUD. Without limiting the generality of Paragraph 18 above, in no event shall the City be liable to the Owner for any damages whatsoever which might result in whole or in part from any delays in funding any proceeds of the Deferred Loan.

[Signatures on Next Page]



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(1407 N. Wiley Drive)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**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 desires to sell the real estate commonly known as 1407 N. Wiley Drive, which said property has heretofore been maintained and improved 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.

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

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

**Section 2.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

**Section 3.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CONTRACT FOR SALE OF REAL ESTATE**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as Seller), and First Followers, an Illinois not-for-profit corporation (hereinafter referred to as Buyer).

WITNESSETH:

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

1. Sale. Seller agrees to sell and convey, and Buyer agrees to buy, the following described parcel of real estate:

DESCRIPTION OF REAL ESTATE:

Lot 79 in Fairlawn Park Fourth Addition to the City of Urbana, Illinois as per plat recorded April 16, 1952 as Document Number 490417 in Plat Book “K” at page 18, situated in Champaign County Illinois.

PIN: 92-21-16-352-006;

Commonly known as 1407 N. Wiley Drive, Urbana, Illinois  
(Hereinafter referred to as Subject Property).

2. Purchase Price. Seller agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, Seller shall select and deliver one of the following to Buyer as evidence of title:
- a. A copy of the 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 to Buyer for the amount of the Seller’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.

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

Seller shall have a reasonable time to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If Seller 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 the Contract.

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

4. Conveyance. Seller 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.

At the time of closing of this transaction, a Warranty Deed from Seller in favor of Buyer shall be recorded with the Champaign County Recorders' Office and delivered to Buyer. At the same time, a Quit Claim Deed from Buyer in favor of Seller shall be placed in escrow with the City of Urbana Department of Community Development Services (hereinafter referred to as "Escrow Agent").

In the event that Buyer rehabilitates a single-family residence on Subject Property and is issued a certificate of occupancy for said residence by the Urbana Building Safety Division on or before January 31, 2024, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Quit Claim Deed.

In the event that Buyer has not started rehabilitation of a single-family residence on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, the Escrow Agent shall release said Quit Claim Deed to Seller.

In the event that Buyer has begun rehabilitation of a single-family residence on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, but has not received a Certificate of Occupancy for said residence as of that date, Seller retains the right to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of January 31, 2024, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a

result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quit Claim Deed with the Champaign County Recorders Office and deliver to the Seller.

Any and all escrow charges shall be paid by Buyer.

5. Taxes and Assessments. Seller shall pay all special assessments confirmed prior to the date of this Contract and real estate taxes assessed against Subject Property for 2021 payable in 2022 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.

Buyer shall promptly pay all bills for utilities and taxes associated with Buyer's possession and use of Subject Property, including but not limited to water, gas, electric, cable television, sewage treatment, and sewer benefit taxes.

6. Condition of Subject Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of Subject Property.
7. Compliance with Development Codes. Any residence rehabilitated pursuant to this Contract shall be rehabilitated in accordance with all applicable land development, zoning, and building codes, and the visitability standards of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Buyer shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any residence rehabilitated pursuant to this Contract shall be substantially compatible in design and quality of construction submitted by Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager 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.
9. Limitation on Subsequent Sale of Subject Property. Any residence rehabilitated by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer only to a family having income at or below eighty (80) percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Grants Management Division Manager 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 Buyer accepts a household into its Homeownership Program. Buyer



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.

10. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this Contract. 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, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
11. Rehabilitation Schedule. Buyer agrees to rehabilitate a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly rehabilitated residence by the Urbana Building Safety Division on or before January 31, 2024 or, on or before a date established in any modification to this Contract.
12. Storage of Building Materials. Building materials needed to rehabilitate any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
13. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, 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.
14. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.
15. Possession. City shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.
16. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.

17. Notices. Any notice required under this Contract to be served upon Seller or Buyer 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.
18. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
19. 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

BUYER:

First Followers  
PO Box 8923  
Champaign, Illinois 61820

BY:

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

BY:

\_\_\_\_\_  
Marlon Mitchell, Executive Director

ATTEST:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

**(1201 W. Beslin Street)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

**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 desires to sell the real estate commonly known as 1201 W. Beslin 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 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:

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

**Section 2.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

**Section 3.** The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

