

ORDINANCE NO. 7778-82

AN ORDINANCE AUTHORIZING THE
PURCHASE OF CERTAIN REAL ESTATE

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: the implementation of the Community Development Block Grant Program of the City of Urbana.

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

1. That the City of Urbana hereby approves the agreement attached hereto and authorizes and directs the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.
2. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of June, 1978.

PASSED by the City Council this 19th day of June, 1978.

Duane Eckert
Duane Eckert, City Clerk
Beverly Ambarger
Beverly Ambarger, Deputy Clerk

APPROVED by the Mayor this 22nd day of June, 1978.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

7778-82

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 7778-82 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

CONTRACT FOR SALE OF REAL ESTATE

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

Parcel No. A53/8/1-77
Block Grant No. B-77-MC-17-0024

IN CONSIDERATION of the sum of one dollar (\$1.00), and other good and valuable considerations, and of the mutual covenants and agreements herein contained, the undersigned, hereinafter called "Seller," being the owner thereof, hereby agree(s) to sell to the City of Urbana, a municipal corporation of the State of Illinois, hereinafter called "Buyer," and the undersigned Buyer agrees to buy at the price of Six Thousand --- Dollars (\$6,000.00), the following described real estate situated in the City of Urbana, County of Champaign, State of Illinois, to wit:

Lot 3 in Block 34 of the Seminary Addition to Urbana in Champaign County, Illinois (1305 West Hill, Urbana IL 61801) together with any surplus ground adjacent thereto which may by law or other be vested in Seller, upon the following terms and conditions:

- 1. At time of closing, Seller shall convey to Buyer by Warranty Deed a good and merchantable title to said real estate, with release of dower and homestead rights, free and clear of all judgments, liens, encumbrances, mortgages and special assessments, and subject only to general taxes for the year 1977 and subsequent years, general taxes for the year 1977 payable in 1978 being paid by Seller and general taxes for the year 1978 being prorated from January First to date of delivery of deed. Prior to knowledge of actual tax rates, the estimate of the County Clerk will be used, the actual rate being used after it is determined. The conveyance shall also be subject to any existing leases, which shall be assigned to Buyer.
2. Seller agrees to furnish to Buyer, within ten days from the date hereof, without expense to Buyer, such abstract, certificates, or other evidence of title as Seller may have affecting the premises herein described.
3. Payment of purchase price shall be made within ten days after title has been examined and found merchantable, provided a good and sufficient Warranty Deed conveying to Buyer good title to said premises (subject to aforesaid) shall then be ready for delivery. Possession shall be delivered to Buyer sixty days after date of delivery of deed, unless otherwise mutually agreed upon.
4. In the event possession shall not be delivered to Buyer within the above 60-day period, Seller, if occupying the property, shall become a tenant from month to month at a rental of \$ none per month, payable in advance, beginning on the first day of the second month from the date of closing, exclusive of the current month. During the period of such tenance, Buyer shall not be responsible for repairs or the furnishing of utilities. Seller may vacate said premises by giving at least three days' notice and rent will be prorated to date of delivery of possession.
5. Any loss or damage to the property, including but not limited to fire or casualty, shall be at the risk of Seller, until title has been conveyed to Buyer, and in the event of any loss or damage, the purchase price herein provided for shall be reduced to none Dollars (\$none), being the appraised value of the land without any improvements thereon, and the sale shall be consummated on the same basis as if the purchase price set forth in Paragraph 1 above were the amount set forth in this paragraph.
6. It is further agreed that if the property or any portion thereof is, at the date of this Contract, occupied by any person or business concern as a tenant of Seller, in the event the property or any portion thereof is later vacated by any of said tenants, Seller agrees not to re-rent the property or any portion thereof between the date of this Contract and the time of conveyance of title.
7. In the event that the property or any portion thereof is now vacant, or is later vacated by Seller or by a tenant, Seller agrees to notify Buyer immediately in writing of such vacation and to permit Buyer to enter upon the property for the purpose of removing all salvable items and materials which are to be included as part of the property to be conveyed to Buyer. Seller further agrees to hold Buyer harmless from claims or damages which may arise in the event someone other than Seller has a superior claim of ownership to such property. All income realized from the sale of such salvage shall belong to Buyer.
8. Buyer, in lieu of completing purchase of said property, may, at any time prior to the date of delivery of the deed, proceed to acquire the property through eminent domain proceedings, in the event Buyer considers it necessary or advantageous to its interests. Seller agrees, as an independent stipulation which shall survive the expiration or cancellation of this Contract, that the price stated herein, which he declares to be the fair cash market value of the real estate inclusive of every interest therein, shall be full and just compensation payable by Buyer for the taking of the property, and that any and all awards of just compensation to any and all other parties shall be payable and deductible from said sum.
9. In accepting this Contract, Buyer shall endorse its acceptance thereon and shall mail notice thereof to Seller at the address specified below. Seller agrees that this Contract shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof, including improvements, prior to the date of delivery of the deed, except to Buyer. This Contract shall be binding upon Seller, his heirs, executors, administrators, and assigns.
10. All notices and demands herein required shall be in writing. The mailing of a notice by first-class mail to Seller shall be sufficient service thereof.

DATED the day of , 19 .

BUYER:

SELLER:

Handwritten signature of Jeffrey T. Mallard for the City of Urbana, Illinois

(Signature)

(Signature)

(Signature)

(Address)

NOTE:

A copy of form A-8, which is a statement of the basis for the determination of just compensation for property, was given to you on