

ORDINANCE NO. 2018-10-069

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE

(1407 W. Beslin Street)

WHEREAS, Urbana City Code Section 2-118, Subsection (d), provides that the City of Urbana ("City") may purchase real estate for any corporate purposes found and declared by the City Council and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

WHEREAS, the City desires to purchase the real estate commonly known as 1407 W. Beslin Street to support the City's affordable housing projects that benefit households below 80 percent of median family income; and

WHEREAS, the City Council expressly finds and declares that the real estate is needed for governmental purposes of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The purchase of the real estate commonly known as 1407 W. Beslin Street in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Real Estate Transfer Agreement attached hereto and incorporated herein, is hereby approved:

Lot 4 in Block 27 of Seminary Addition to Urbana, as per Plat recorded November 16, 1863 in Deed Record "Y" at Page 209, situated in Champaign County, Illinois.
Permanent Index Number 91-21-07-401-003

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the

execution of the Real Estate Transfer Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the acquisition of the real estate.

Section 4.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5.

This Ordinance shall be in full force and effect from and after its passage.

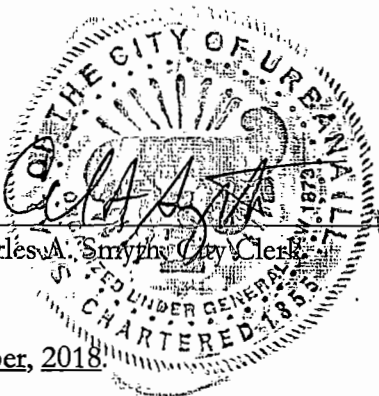
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this 15th day of October, 2018.

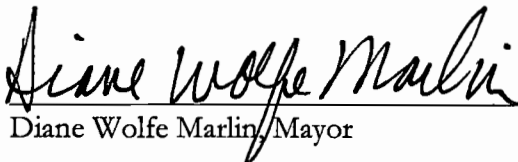
AYES: Brown, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:


Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 19th day of October, 2018.


Diane Wolfe Marlin, Mayor

REAL ESTATE TRANSFER AGREEMENT

This agreement is made between JICTB Inc., an Illinois corporation (the "Seller"), and the City of Urbana, an Illinois municipal corporation (the "Buyer"), and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Premises.** The Seller shall sell, and the Buyer shall purchase, the following described real estate (the "Premises"):

Common address: 1407 W. Beslin Street, Urbana, Illinois 61801

Permanent Index Number: 91-21-07-401-003

Legally described as follows:

Lot 4 in Block 27 of Seminary Addition to Urbana, as per Plat recorded November 16, 1863 in Deed Record "Y" at Page 209, situated in Champaign County, Illinois.

2. **Purchase price.** The purchase price is \$11,462.26, minus credits and prorations, and is due and payable in cash or by check at the closing.

3. **Condition of Premises.** Except as provided in section 8, the Buyer accepts the Premises in its "as-is" condition, and the Seller disclaims all warranties express or implied as to the condition of the Premises.

4. **Deed.** The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in section 5(B).

5. **Title.**

A. At the Seller's sole cost and within a reasonable time before closing, the Seller shall deliver to the Buyer a commitment for an ALTA title insurance policy, in the amount of the purchase price, issued by a title insurance company doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the Premises.

B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements apparent or of record that do not underlie the improvements, and covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises. The Seller also shall execute and deliver to the Buyer any

affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above.

- C. If title evidence discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Seller within a reasonable time. The Seller will have a reasonable time to have such title exceptions removed, or, any such exception that may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Seller is unable to cure such exception, the Buyer, at its election, may terminate this agreement or take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving the Seller notice of such election and tendering performance on its part.

6. **Taxes and assessments.** The Seller shall pay all real estate taxes, special assessments, sewer use charges, stormwater utility fees, and recycling taxes assessed against the Premises apportioned through the closing date, and the Buyer shall pay all those assessed after the closing date.

7. **Closing; possession.** The parties shall hold the closing no later than November 8, 2018, at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.

8. **Environmental disclosure.** The Buyer may obtain an environmental analysis of the Premises. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the Premises or its use for a residential purpose, the Buyer may terminate this agreement by written notice to the Seller no later than 48 hours before the closing.

9. **Other disclosures.** If applicable, prior to signing this agreement, the Buyer has received a completed Illinois Residential Real Property Disclosure Report the EPA Pamphlet, "Protect Your Family From Lead in Your Home," a Lead-Based Paint Disclosure, and a Radon Disclosure and Pamphlet.

10. **No leases or other contracts.**

- A. The Seller represents to the Buyer that that the Premises is vacant as of the date of this agreement and that the Seller is not party to a lease or contract sale with respect to Premises. The Seller shall not permit, allow, or create any leases or allow or permit the renewal or extension of any lease with respect to the Premises.

- B. The Seller represents to the Buyer that no contracts for the furnishing of any labor or material to the Premises or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied; and there are not and will not be any unrecorded contracts relating to the Premises at the time of the closing.
- C. A violation of this section is a material breach. If the Seller violates this section, the Buyer may, at its option immediately declare this agreement null and void.

11. **Default.** Either party may terminate this agreement at any time for cause if the other party breaches any term of this agreement and does not cure such breach by the tenth day after written notice is given. The party giving notice shall specify the reason or reasons for such termination and shall state the effective date of such termination if the breach is not fully corrected. In the event of the Seller's default, the Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against the Seller; and maintain any other or different remedy allowed by law. If either party defaults in any of its obligations under this agreement, the party not in default will be entitled to recover its costs and reasonable attorneys' fees and costs caused by the other's default from the defaulting party. The foregoing remedies in the event of default are not intended to be exclusive, and the parties have the right to all other lawful remedies, including specific performance.

12. **Damage to Premises prior to closing.** Prior to the closing, if the improvements on the Premises are damaged or destroyed by fire or other casualty, the Buyer, at its election, may terminate this agreement (and receive a refund of earnest money) or accept the Premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which gross proceeds the Seller shall assign to the Buyer and deliver to the Buyer at closing. The Seller is not obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois are applicable to this agreement, except as modified by this section.

13. **Entire agreement.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

14. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller

David Janson, President
JICTB Inc.
2503 Galen Drive
Champaign, Illinois 61821-7005

Buyer

City of Urbana
Attn: Grants Management Division
400 S. Vine Street
Urbana, Illinois 61801-3336

15. **Time and binding effect.** Time is of the essence of this agreement. This agreement is binding upon the respective parties and their successors and assigns and applies to each and all of the parties regardless of the singular term.

16. **Survival of agreement.** All of the covenants, warranties, representations, and agreements contained in this agreement that were not performed at the time of the closing will survive such closing for one year and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

17. **Recording.** The Buyer may record this agreement or a memorandum of this agreement in the Office of the Champaign County Recorder of Deeds at the Buyer's expense.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.
JICTB Inc. City of Urbana, Illinois

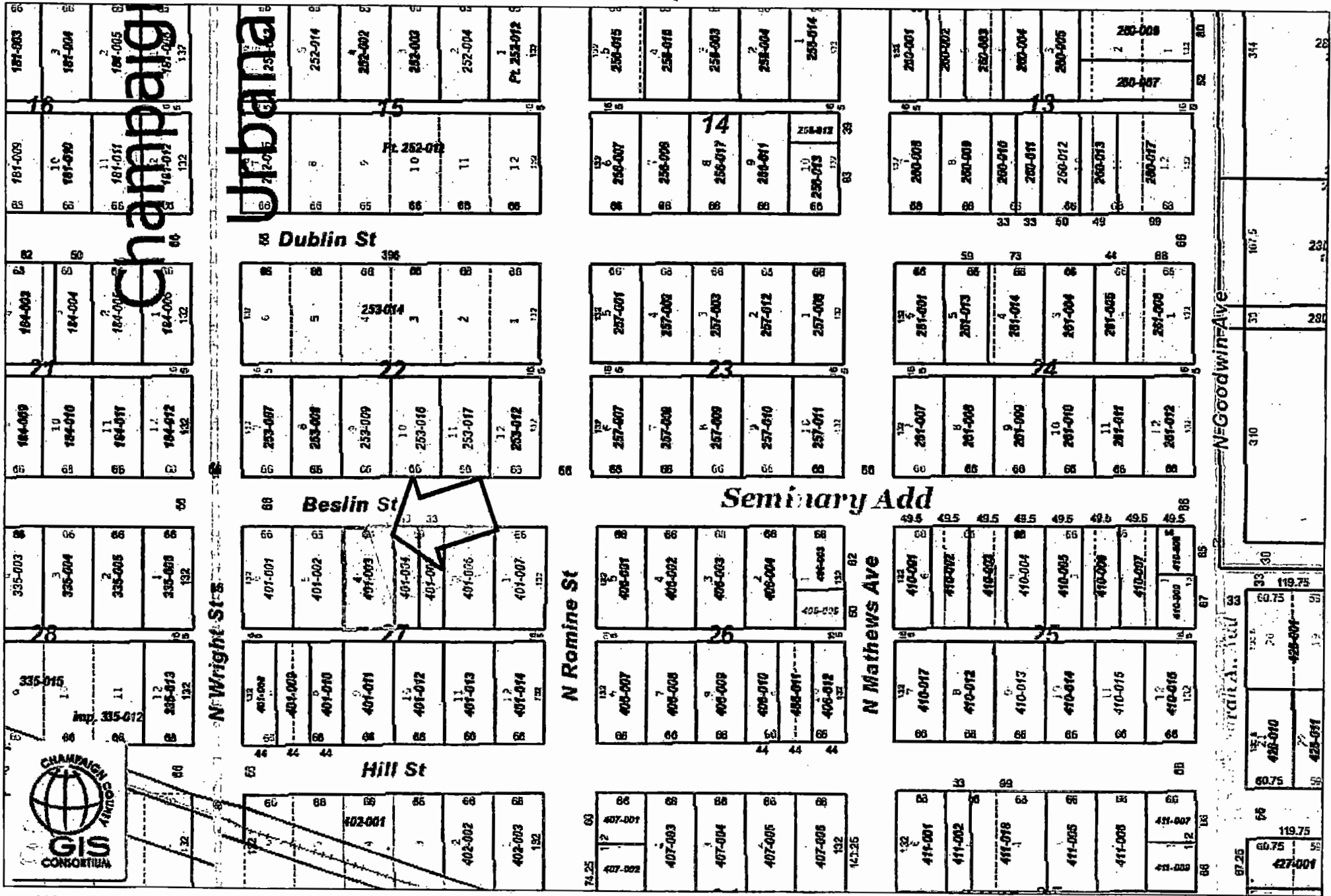
By: _____
David Janson
President
Date: _____
2018

By: _____
Diane Wolfe Marlin
Mayor
Date: _____
2018

Attest:

Charles A. Smyth
City Clerk
Ordinance No. 2018-

GIS Webmap Public Interface Champaign County, Illinois



110

Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgment of its disclaimer.



AGREEMENT FOR ASSIGNMENT OF TAX CERTIFICATE

This agreement is made between JICTB, Inc., an Illinois corporation (the "Seller"), and the City of Urbana, an Illinois municipal corporation (the "Buyer"). The parties agree as follows:

WHEREAS, Seller is the owner of Champaign County Tax Certificate Number 880, representing the property tax lien for the following described real estate:

Common address: 1407 W. Beslin Street, Urbana, Illinois 61801

Permanent Index Number: 91-21-07-401-003

Legally described as follows:

Lot 4 in Block 27 of Seminary Addition to Urbana, as per Plat recorded November 16, 1863 in Deed Record "Y" at Page 209, situated in Cham-paign County, Illinois.,

And,

WHEREAS, Seller wishes to sell and Buyer wishes to buy Seller's position and interest in the Tax Certificate, along with the Seller's position in case number 15-TX-01S-069, which is the Petition for Tax Deed based upon the Tax Certificate;

WHEREFORE, the parties have agreed as follows:

1. Certificate and Assignments: Seller will tender to Buyer the Tax Certificate and Orders entered in Champaign County Case Number 15-TX-01S-069, along with assignments sufficient to transfer Seller's interest therein to Buyer.
2. Purchase Price: Buyer will pay to Seller \$9,791.86, due and payable in cash or check upon Seller's tender of the Tax Certificate and assignments agreed upon herein;
3. Entire agreement. This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.
4. Notices. Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller
David Janson, President
JICTB Inc.

Buyer
City of Urbana
Attn: Grants Management Division

2503 Galen Drive
Champaign, Illinois 61821-7005

400 S. Vine Street
Urbana, Illinois 61801-3336

5. Time and binding effect. Time is of the essence of this agreement. This agreement is binding upon the respective parties and their successors and assigns and applies to each and all of the parties regardless of the singular term.

6. Counterparts. The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.

JICTB Inc.

City of Urbana, Illinois

By:



David Janson

President

Date: 11/5/18, 2018

By:

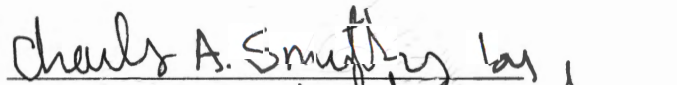


Diane Wolfe Marlin

Mayor

Date: 26 October, 2018

Attest:


Charles A. Smyth
City Clerk
Ordinance No. 2018-10-069
*Wendy Beut
deputy clerk*

IN



TAX DEED

STATE OF ILLINOIS }
 }
 } SS
COUNTY OF CHAMPAIGN }

2019R00461
REC ON: 01/10/2019 10:14:20 AM
CHAMPAIGN COUNTY
MARK SHELDEN
REC FEE: 51.00
RHSPS Fee:
STATE TAX:
COUNTY TAX:
PLAT ACT: 0
PAGES 1

WHEREAS, at a public sale of Real Estate for the non-payment of taxes, made in the County aforesaid, on October 23, 2015, the following described Real Estate was sold, to wit:

Case #: 15-TX-01-S-069

PIN: 91-21-07-401-003

Certificate #: 880

Commonly known as: 1407 West Beslin Street, Urbana, IL 61801-1422

Legal: Lot 4 in Block 27 of Seminary Addition to Urbana, as per Plat recorded November 16, 1863 in Deed Record "Y" at Page 209, Situated in Champaign County, Illinois.

AND WHEREAS, the same not having been redeemed for the sale, and it appearing that the holder of the Certificate of Purchase of the Real Estate has complied with the laws of the State of Illinois necessary to entitle him to a Deed of the said Real Estate:

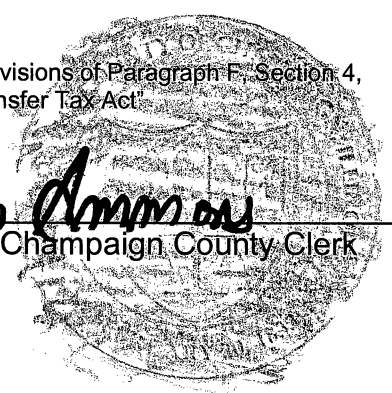
NOW, THEREFORE, Know Ye, that I, Aaron Ammons, County Clerk of Said County of Champaign and State of Illinois, in consideration of the premises and by virtue of the statutes of the State of Illinois in such cases provided, do hereby grant and convey to: City of Urbana
whose true post office and/or residence is: 400 South Vine Street, Urbana, IL 61801
his heirs and assigns forever, the Real Estate hereinbefore described.

"Exempt under the provisions of Paragraph F, Section 4, of the Real Estate Transfer Tax Act"

DATED: January 10, 2019



Aaron Ammons, Champaign County Clerk



This instrument was prepared by:
Champaign County Clerk
1776 E. Washington St.
Urbana, Illinois 61802

Return instrument to (G)
City of Urbana
400 South Vine Street
Urbana, IL 61801

Send tax bill to:
City of Urbana
400 South Vine Street
Urbana, IL 61801