



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Grants Management Division*

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

**TO:** Laurel Lunt Prussing, Mayor, City of Urbana

**FROM:** Elizabeth H. Tyler, FAICP, City Planner/Director

**DATE:** August 28, 2008

**SUBJECT: AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1405 ½ West Beslin Street)**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1201 West Beslin Street)**

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### **Description**

Included on the agenda of the September 2, 2008 meeting of the Urbana City Council are ordinances authorizing the sale of two City-owned properties, located at 1405 ½ W. Beslin Street and 1201 W. Beslin Street, to Habitat for Humanity of Champaign County (Habitat), for affordable housing development. Habitat intends to construct new single-family residences that will be pre-sold to income-qualified households.

### **Issue**

The issue is whether the Urbana City Council should approve the ordinance approving the sale of 1405 ½ West Beslin Street, and 1201 West Beslin Street, to Habitat for Humanity of Champaign County.

### **Background**

Community Development Block Grant Funds were used to acquire the two subject properties as part of the Grants Management Division's Property Acquisition Program. This program supports the development of affordable housing opportunities by the City through the purchase, clearance, and maintenance of such lots until they are conveyed to non-profit-housing developers.

In the FY 2006-2007 Annual Action Plan, the City allocated HOME program funding to Habitat for the development of five affordable homes in Urbana. Two income-qualified home buyers, whose homes at 1105 N. Goodwin and 114 N. Cottage Grove have been completed through this project, each received down payment assistance of \$14,999. Construction of the third home in this program, to be located at 708 N. Goodwin Avenue on another lot provided by the City, will

begin within the next few weeks.

The attached sales contract requires Habitat to build new single-family residences for sale to low-income households by no later than December 30, 2010 on each lot. The property at 1405 ½ West Beslin Street is a half lot with dimensions of 33 feet by 132 feet. The other lot is located across from King School at 1201 West Beslin Street, which is currently used as a mini-park, is 49 feet by 65 feet. Continuing use of this lot as a mini-park is no longer desirable due to several incidents of criminal activity that have taken place there. Habitat indicated they consulted with their architect who is confident they will be able to design homes, such as a “shotgun” house, to fit on these smaller lots. In addition, the building of such houses on these lots will be consistent with the character of the neighborhood because there are several existing homes, of similar size, on half-lots in the area.

The City of Urbana has supported affordable housing development by Habitat in the past by providing lots on which Habitat has built single-family, owner-occupied homes. Since its inception, the local Habitat chapter has constructed more than 17 affordable homes in Urbana, primarily in the King School, Woodland Park, and East Water Street neighborhoods. Conveying these lots, all of which are located in Census Tract 53 in the King School Neighborhood, will continue the support of Habitat’s affordable housing development in Urbana.

The attached ordinances and contracts for the proposed transfer are similar to those previously used to convey City-owned properties to not-for-profit organizations. If approved, the City would transfer the properties by recording a warranty deed in favor of Habitat with the Champaign County Recorder of Deeds. In order to ensure that the City is protected in case of default by Habitat, a Quit Claim deed, executed by Habitat in favor of the City, will be placed in escrow with the Department of Community Development Services who will serve as the Escrow Agent. Upon the issuance of a Certificate of Occupancy after the completion of each home, the escrow agent will destroy the Quit Claim Deed. If Habitat has not begun construction of a single-family residence on the subject property as of September 30, 2010, the City may record the Quit Claim deed and recover ownership of the property.

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 and reside in the home. Each contract requires execution of a land-use restriction agreement between the homebuyer and the City to ensure that each home constructed will remain affordable to income-qualified families for a period of ten years (affordability period). If Council decides not to convey the lot to e-co lab, the City would continue to pay for ongoing maintenance.

At its August 26, 2008 meeting, the Urbana Community Development Commission voted unanimously to forward the ordinance to the Urbana City Council with a recommendation for approval. A copy of the unapproved draft meeting minutes is attached.

## Options

1. Approve the Ordinances Authorizing the Sale of Certain Real Estate (1405 ½ West Beslin Street and 1201 West Beslin Street) to Habitat for Humanity of Champaign County.
2. Approve the ordinances with changes.
3. Do not approve the ordinances. The property would remain in the city's land portfolio and require ongoing maintenance.

## Fiscal Impacts

Providing these lots to Habitat would eliminate lot maintenance costs currently incurred by the Community Development Block Grant Program. The houses constructed at these sites would generate real estate taxes and will likely have a positive effect on surrounding property values. If the lots are not conveyed to Habitat, the City would continue to incur cost of ongoing maintenance and police surveillance of the mini-park.

## Recommendations

The Urbana Community Development Commission and staff recommend that the Urbana City Council approve the ordinances authorizing the sale of 1405 ½ West Beslin Street and 1201 West Beslin Street) to Habitat for Humanity of Champaign County.

**Memorandum Prepared By:**

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Randy Burgett  
Housing Rehabilitation Coordinator

## Attachments:

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1405 ½ West Beslin Street)
  - a. Sales Contract (with the following attachment)
    - i. Attachment A - Land Use Restriction Agreement
2. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (1201 West Beslin Street)
  - a. Sales Contract (with the following attachment)
    - i. Attachment A - Land Use Restriction Agreement

ORDINANCE NO. 2008-09-094

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

**(1405 ½ West Beslin Street)**

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 1405 ½ W. Beslin St., 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 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 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:

ABSTAINS:

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

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, 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:

The West Half (1/2) of Lot 3 Block 27, in Seminary Addition to the Town, now City of Urbana, situated in Champaign County Illinois;

PIN: 91-21-07-401-004;

Commonly known as 1405 1/2 W. Beslin, 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 constructs 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 December 30, 2010, 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 construction of a single-family residence on Subject Property as of September 30, 2010, 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 construction of a single-family residence on Subject Property as of December 30, 2010, 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 December 30, 2010, 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 2008 payable in 2009 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 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 residence constructed pursuant to this Contract shall be substantially compatible in design and quality of construction with drawings previously 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 a single-family residence for sale to a low-income household through the Buyer's Homeownership Program. To ensure the residence constructed remains affordable housing occupied by a low-income household, 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 residence 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 a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly constructed residence by the Urbana Building Safety Division on or before December 30, 2010, or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.
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:

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

ATTEST:

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

BUYER:

Habitat for Humanity of  
Champaign County  
P.O. Box 1162  
119 E. University  
Champaign, Illinois 61824

BY:

\_\_\_\_\_  
Eileen Gebbie, Executive Director

ATTEST:

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

ATTACHMENT A

**CITY OF URBANA  
INDIRECT HOMEBUYER ASSISTANCE  
LAND-USE REGULATORY AGREEMENT**

THIS LAND-USE REGULATORY AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (the “Grantee”), and the City of Urbana, Illinois, a unit of local government having its principal offices at 400 South Vine Street, Urbana, Illinois 61801 (the “Grantor”).

**RECITALS**

- A. The Grantor receives funds to promote affordable housing from the U.S. Department of Housing and Urban Development (“HUD”) through the HOME Investment Partnerships Program (the “HOME Program”), as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (the “HOME Act”) and the regulations promulgated thereunder and codified at 24 CFR Part 92 (the “HOME Regulations”), as may be amended and supplemented from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning established in the HOME Act and the HOME Regulations.
- B. The Grantor receives funds to promote affordable housing from HUD through the Community Development Block Grant Program (the “CDBG Program”), as authorized by the Housing and Community Development Act of 1974 (the “CDBG Act”) and the regulations promulgated thereunder and codified at 24 CFR Part 570 (the “CDBG Regulations”), as may be amended and supplemented from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning established in the CDBG Act and the CDBG Regulations.
- C. The Grantor has elected to utilize funds from the **CDBG** Programs to promote homeownership to low-income families through which the Grantor acquired and prepared property commonly known as 1405 ½ W. Beslin, Urbana, Illinois, more particularly described in Exhibit A (the “Property”) for conveyance to Habitat for Humanity of Champaign County (hereinafter “Habitat”) for use in Habitat’s new-construction homeownership program.
- D. The Grantor has determined that the rights and restrictions granted herein to the Grantee serve the public’s interest in the creation and retention of affordable housing for low-income persons and families in the restriction of whom the Property may be resold to in order to assure the property’s affordability by future low-income purchasers.

- E. Pursuant to City of Urbana Community Development Department Policy, eligible purchasers such as the Grantee are given the opportunity to purchase the Property through Habitat below the property's appraised fair market value if the Grantee agrees to convey the property on resale to an income eligible purchaser.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are made a part of this Agreement.
2. **GENERAL CONDITIONS.** This Agreement shall be subject to, and Grantee agrees to comply with the terms and conditions of the HOME and CDBG Acts and Regulations, as amended and supplemented from time to time.
3. **GRANTEE CERTIFICATIONS.** The Grantee certifies to the Grantor the following.
  - (a) **Title.** Habitat has transferred ownership of the Property to the Grantee. Grantee holds fee simple title to the Property.
  - (b) **Residence.** Grantee will use the Property as Grantee's primary place of residence for a period of ten (10) years from the date of this Agreement.
  - (c) **Household Income.** At the time of purchase, the Grantee's family income does not exceed 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.
4. **AFFORDABILITY REQUIREMENTS.** The Grantee agrees that this Agreement shall restrict the subsequent sale of the Property to a household having income 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.

This requirement will terminate ten (10) years from the date of this Agreement.
5. **ACTS REQUIRING GRANTOR'S APPROVAL.** Grantee shall not convey or transfer or encumber the Property, or permit the conveyance or transfer of the Property or any part thereof without the written approval from the Grantor.

In order to transfer the Property, the Grantor must document the household income of any new buyer to ensure that the new household's income is at or below eighty (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.

6. **PROPERTY TRANSFER.** If Grantee transfers ownership of the Property during the affordability period as defined in Section 4, and the Property is transferred to a low-income family as defined in Section 5, the Grantee will be allowed to retain all sales proceeds.
7. **FORECLOSURE.** The income-eligibility of subsequent purchasers and affordability restrictions applicable to this Property do not terminate after foreclosure on this Property.
8. **VIOLATION OF AGREEMENT BY GRANTEE.** Upon violation of the affordability requirements of this Agreement by the Grantee, Grantor shall give written notice thereof to Grantee. If such violation is not corrected to the satisfaction of Grantor within thirty (30) days after the date such notice is mailed, or within such further time as the Grantor in its sole discretion permits (but if such violation is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Grantee commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to be considered a violation), Grantee may declare a default under this Agreement, effective on the date of such declaration of default and notice thereof to the Grantee, and upon such default Grantor may:
  - (a) Require that the Property be purchased by a household that meets the affordability requirements in Section 4.
  - (b) Require that the Grantee pay the Grantor an amount equal to the land value as determined by the most recent tax assessment.
9. **TERMS OF AGREEMENT; COVENANTS RUN WITH PROPERTY.** The requirements and agreements set forth in this Agreement shall be deemed to run with, bind, and burden the Property and shall be deemed to bind any New Buyer and any other future owners of the Property and the holder of any legal, equitable, or beneficial interest therein for the Affordability Period.
10. **INDEMNIFICATION.**
  - (a) The Grantee shall indemnify the Grantor and the Grantor's 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, attorneys' fees, settlements, or judgments, whether by direct suit or from third parties, arising out of the Grantee's purchase of the Property in any claim or suit brought by a person or third party against the Grantor or the Grantor's officers, agents, employees, or servants.
  - (b) If a claim or suit is brought against the Grantor or the Grantor's officers, agents, employees, or servants, for which the Grantee is responsible pursuant to Subsection (a) above, the Grantee shall defend, at the Grantee's cost and expense, any suit or claim, and shall pay resulting claims, judgments, damages, losses, costs expenses, or settlements against the Grantor or the Grantor's officers, agents, employees, or servants.



**EXHIBIT A**

**LEGAL DESCRIPTION**

DESCRIPTION OF REAL ESTATE:

The West Half (½) of Lot 3 Block 27, in Seminary Addition to the Town, now City of Urbana, situated in Champaign County Illinois;

PIN: 91-21-07-401-004;

Commonly known as 1405 ½ W. Beslin, Urbana, Illinois

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# Location Map

