

UNOFFICIAL COPY



1820745017

Doc# 1820745017 Fee \$54.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/26/2018 10:25 AM PG: 1 OF 9

VILLAGE OF SKOKIE
ORDINANCE NUMBER
18-7-P-4390

AN ORDINANCE PROVIDING FOR THE DISPOSITION
OF THE REAL ESTATE LOCATED AT
8122 AND 8142 LINCOLN AVENUE, SKOKIE, ILLINOIS
FOR REDEVELOPMENT

This document prepared by
and after recording return to:

Village of Skokie
Corporation Counsel's Office
5127 Oakton Street
Skokie, IL 60077

RECORDING FEE 54.00
DATE 7-26-18 COPIES 60
OK BY RC

UNOFFICIAL COPY

MML: 6/18/18
 *7/2/18
 LAND DISPOSITION

THIS ORDINANCE MAY BE CITED AS
 VILLAGE ORDINANCE NUMBER
18-7-P-4390

AN ORDINANCE PROVIDING FOR THE DISPOSITION OF THE REAL ESTATE LOCATED AT 8122 AND 8142 LINCOLN AVENUE, SKOKIE, ILLINOIS, FOR REDEVELOPMENT

WHEREAS, the following described real property:

LOT 1 (EXCEPT THE SOUTH 5.68 FEET THEREOF) AND LOT 2 IN THE RESUBDIVISION OF LOT 30 (EXCEPT THE SOUTH 44.00 FEET THEREOF) IN THE SUBDIVISION OF THE SOUTH 105 ACRES OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-21-409-007-0000 & 10-21-409-019-0000

THE SOUTH 1/2 OF LOT 3 AND ALL OF LOT 4 IN SUBDIVISION OF LOT 28 IN PETER BLAMEUSER'S SUBDIVISION OF THE SOUTH 105 ACRES OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-21-409-004-0000

commonly known as 8122 and 8142 Lincoln Avenue, Skokie, Illinois, respectively (hereinafter "Subject Property"), located within the Village of Skokie; within the Downtown Science & Technology Tax Increment Financing District as designated in Village Ordinance Number 15-11-F-4179 adopted by the Mayor and Board of Trustees on November 16, 2015; and

WHEREAS, the redevelopment of the real estate described above is necessary and is a valid public purpose and is well suited for redevelopment; and

WHEREAS, at a duly authorized executive session, the Mayor and Board of Trustees of the Village of Skokie authorized the Village Manager and the Corporation Counsel to sell the Subject Property in the amount of \$365,000 to Mr. Zach Joseph, to be utilized for redevelopment; and

WHEREAS, the Corporation Counsel and Village Manager recommended the following to the Mayor and Board of Trustees:

- (i) that the Village be authorized to transfer title to the Subject Property commonly known as 8122 and 8142 Lincoln Avenue, Skokie, Illinois, to be utilized for redevelopment;

UNOFFICIAL COPY

(ii) that the Real Estate Contract attached hereto and marked Exhibit "1", for the purchase of 8122 and 8142 Lincoln Avenue, Skokie, Illinois, be approved substantially in the form attached, subject to changes approved by the Village Manager, or designee, and the Corporation Counsel of the Village of Skokie;

(iii) that the Village Manager be authorized to execute the Real Estate Contract marked as Exhibit "1", on behalf of the Village; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois:

Section 1: That the above stated recitals to this Ordinance are hereby incorporated in this Section 1 as if fully set forth herein.

Section 2: That the Subject Property, legally described above, with the common address of 8122 and 8142 Lincoln Avenue, Skokie, Illinois, is located within the Village of Skokie and within the Downtown Science & Technology Tax Increment Financing District, of the Village of Skokie.

Section 3: That the sale of the fee simple title to the Subject Property is necessary to serve the goals, public purposes and objectives of the Downtown Science & Technology Tax Increment Financing District.

Section 4: That the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois hereby authorize the Village of Skokie to sell and transfer the Subject Property to be utilized for redevelopment.

Section 5: That the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois hereby authorize the Village of Skokie to enter into the real estate contract for the Subject Property, a copy of which is attached hereto as Exhibit "1", and hereby made a part of this Ordinance, substantially in the form attached, or as changed with the approval of the Village Manager, or designee, and the Corporation Counsel of the Village of Skokie.

Section 6: That the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois hereby authorize the Village Manager to execute the real estate contract for the Subject Property, a copy of which is attached hereto as Exhibit "1", and hereby made a part of this Ordinance, substantially in the form attached, or as changed with the approval of the Village Manager, or designee, and the Corporation Counsel of the Village of Skokie.

Section 7: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form and in the Skokie Review on July 12, 2018, and July 19, 2018, as provided by law.

UNOFFICIAL COPY

ADOPTED this 2nd day of July, 2018.

Ayes: 6 (Bromberg, Klein, Roberts,
Sutker, Ulrich, Van Dusen)

Nays: 0

Absent: 1 (Gray-Keeler)

Attested and filed in my
office this 3rd day of
July, 2018.

SYLVIA LUKE

Deputy Village Clerk

SYLVIA LUKE
Deputy Village Clerk

Approved by me this 3rd day of
July, 2018.

George Van Dusen
Mayor, Village of Skokie

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit 1

REAL ESTATE SALES CONTRACT

1. **The Parties:** 8130 LLC, is the purchaser (hereinafter referred to as "**Purchaser**"), and Seller is Village of Skokie, a municipal corporation, (hereinafter referred to as "**Seller**"). **Purchaser** and **Seller** are hereinafter collectively referred to as the "**Parties**".

2. **Real Estate:** Real Estate shall be defined to include the Real Estate and all improvements thereon. **Seller** agrees to convey to **Purchaser**, the Real Estate legally described as:

LOT 1 (EXCEPT THE SOUTH 5.68 FEET THEREOF) AND LOT 2 IN THE RESUBDIVISION OF LOT 50 (EXCEPT THE SOUTH 44.00 FEET THEREOF) IN THE SUBDIVISION OF THE SOUTH 105 ACRES OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-21-409-007-0000 & 10-21-409-019-0000

THE SOUTH 1/2 OF LOT 3 AND ALL OF LOT 4 IN SUBDIVISION OF LOT 28 IN PETER BLAMEUSER'S SUBDIVISION OF THE SOUTH 105 ACRES OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-21-409-004-0000

commonly known as 8122 and 8142 Lincoln Avenue, Skokie, Illinois. (hereinafter "**Subject Property**")

3. **Fixtures and Personal Property:** **Parties** acknowledge that the **Subject Property** is vacant land and no personal property of fixtures is contemplated in this transaction.

4. **Purchase Price:** **Purchaser** agrees to purchase the Real Estate at a price of \$365,000 on the terms set forth herein.

5. **Closing:** The date of closing shall be August 31, 2018, or as mutually otherwise agreed, at the office of Chicago Title and Insurance Company, Skokie, Illinois, provided title is shown to be good or is accepted by **Purchaser**.

6. **Possession:** Possession shall be delivered to the **Purchaser** at the closing at which time the existing buildings on the Real Estate must be vacant.

7. **Prorations:** **Parties** acknowledge that the **Subject Property** is currently exempt from Cook County Property Taxes.

8. **Real Estate Transfer Tax:** **Parties** acknowledge and agree that this transaction is exempt from the payment of municipal, county or state transfer tax.

9. **Plat of Survey:** **Purchaser** at **Purchaser's** own expense, shall provide a current plat of survey which shall be no more than six (6) months old, prepared by an Illinois Professional Land Surveyor, showing any encroachments, measurements of all lot lines, all easements or record, building set back lines or record, fences, all building and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the survey

UNOFFICIAL COPY

provided shall be a boundary survey conforming to the current requirement of the Illinois Department of Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented or a survey no more than twelve (12) months old, with the same requirements as stated above submitted with an Affidavit of Survey indicating that no changes or improvements have been made to the **Subject Property**.

10. **Notice:** That all notices, demands or other communications required to be given under this Agreement shall be in writing and shall be deemed duly served if personally served, sent by certified mail, return receipt requested, or by facsimile transmission, with a copy sent first class mail on the date of transmission. All notices shall be addressed to the party intended to be served. Until changed in the manner provided in the previous sentence, the addresses of the **Parties** shall be:

If to Sellers:

Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attention: Village Clerk

With copies to:
Village Manager
5127 Oakton Street
Skokie, IL 60077

Corporation Counsel
5127 Oakton Street
Skokie, IL 60077

If to the Purchasers:

8130 LLC
5708 Dempster Street
Morton Grove, IL 60053
Attention: Zach Joseph

With copies to:
Mark Becker
Becker & Becker Law Offices
2300 Barrington Road, Suite 400
Hoffman Estates, IL 60169

11. **Deed:** **Seller** shall convey or cause to be conveyed to **Purchaser**, good and merchantable title to the Real Estate by a warranty deed that is recordable with release of homestead rights, if any, and a proper bill of sale, subject only to: covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; special taxes or assessments for improvements not yet completed; general taxes for the year 2018 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s).

12. **Title:** At **Seller's** expense, **Seller** will deliver or cause to be delivered with customary time limitation and sufficiently in advance of Closing as evidence of title in **Seller**, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by Chicago Title Insurance Company, issued on or subsequent to the Date or Acceptance of the Contract, subject only to items listed in paragraph 11. The commitment for the title insurance furnished by **Seller** will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein state. If the title commitment discloses any unpermitted exception, or the Plat of Survey shows any encroachments which are not acceptable to **Purchaser**, then **Seller** shall have said exception or encroachments removed or have the title issuer commit to insure against loss or damage

UNOFFICIAL COPY

that may be caused by such exceptions or encroachments, If **Seller** fails to have unpermitted exceptions waived or title insure over prior to Closing, **Purchaser** may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. **Seller** shall furnish **Purchaser** at Closing an Affidavit of Title covering the date of Closing and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

13. **Performance:** Time is of the essence of this Contract.

14. **Commissions:** Both **Parties** warrant that there are no broker commissions due and owing.

15. **Property Violations:** **Seller** warrants that **Seller**, any beneficiaries or agents of **Seller** or of its beneficiaries, have not received any notices from any governmental entity other than the Village of Skokie regarding any zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

16. **Escrow Closing:** It is the option of either Party to have this sale closed through an escrow with Chicago Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract shall be deposited in the escrow.

17. **Payment:** **Purchaser** agrees to pay or satisfy the purchase price, plus or minus prorations at the time of closing.

18. **Duplicate:** A duplicate original of this Contract, duly executed by the **Seller**, shall be delivered to the **Purchaser** within five (5) business days from the date hereof, otherwise, at the **Purchaser's** option, this Contract shall become null and void.

19. **Choice of Law:** This Agreement shall be governed in accordance with the laws of the State of Illinois (excluding its conflicts of law rules) and any dispute arising as to the interpretation of this Agreement shall be heard in a court of competent jurisdiction sitting in Cook County, Illinois and in no other court.

20. **Disclosure:** The **Parties** agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this Contract.

21. **Uniform Vendor and Purchaser Risk Act:** **Parties** agree that the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

22. **Residential Real Property Disclosure Act:** **Parties** agree that this property transfer is exempt from the Residential Real property Disclosure Act of the State of Illinois.

23. **Authorized Signatories:** **Parties** warrant that the undersigned are authorized signatories for this transaction and said effect of the signatures is binding.

UNOFFICIAL COPY

Accepted this day of July, 2018.

SELLER:

PURCHASER:

Village of Skokie

8130 LLC

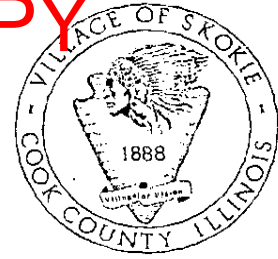
By: _____
John T. Lockerby
its Village Manager

By: _____
Zach Joseph
its

Attested:

Pramod Shah
its Village Clerk

UNOFFICIAL COPY



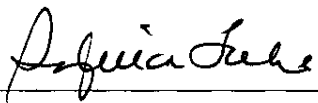
STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

I, SYLVIA LUKE, DO HEREBY CERTIFY that I am the regularly appointed and acting Deputy Village Clerk of the Village of Skokie, County of Cook and State of Illinois.

I DO FURTHER CERTIFY that the annexed and foregoing Ordinance is a true and correct copy of an Ordinance adopted by the Mayor and Board of Trustees of the Village of Skokie on the 2nd day of July, 2018 by a vote of 6 Ayes, 0 Nays and 1 Absent; that said Ordinance adopted as aforesaid was deposited and filed in the Office of the Village Clerk on the 3rd day of July, 2018, and was approved by the Mayor and Board of Trustees on the 2nd day of July, 2018.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy is entrusted to my care and safekeeping and I am the Keeper of the records, journals, entries, ordinances and resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 10th day of July, 2018.



Skokie Deputy Village Clerk
 Cook County, Illinois

(seal)