

ORDINANCE NO. 2019-02-018

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

**(917 N. Linview Avenue)**

**WHEREAS**, Urbana City Code Section 2-118(a) provides that any real estate owned by the City of Urbana (“City”) may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

**WHEREAS**, the City owns certain real estate commonly known as 917 N. Linview Avenue; and

**WHEREAS**, the City desires to sell the real estate at public auction; and

**WHEREAS**, the City Council expressly finds and declares that the real estate is no longer needed for governmental purposes or proprietary activity of the City; and

**WHEREAS**, the City Council held a public hearing on the question of the sale at 7:00 p.m. on Monday, March 4, 2019, after due and proper notice of such public hearing having been given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days prior to the time of the public hearing; and

**WHEREAS**, the City Council, after due consideration, finds that the sale of the real estate by public auction, as herein provided, is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

**Section 1.**

The sale by public auction of the real estate commonly known as 917 N. Linview Avenue in Urbana, Illinois, and legally described below, subject to a minimum bid price of \$15,000, and substantially on

such other terms as contained in the Notice of Public Sale of Real Property and the Real Estate Transfer Agreement attached hereto and incorporated herein, is hereby authorized and approved:

Tract 1:

Lot 21 in Block 2 of Linview Third Subdivision of a part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per Plat recorded September 29, 1954 as Document Number 531661 in Plat Book "K" at Page 132, situated in Champaign County, Illinois.

Permanent Index No.: 91-21-08-151-029

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver a Real Estate Transfer Agreement, in substantially the form of the copy of the Real Estate Transfer Agreement attached hereto and hereby incorporated by reference, and all other documents required to be delivered in connection with the transaction contemplated herein, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the execution of the documents, 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 sale 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.

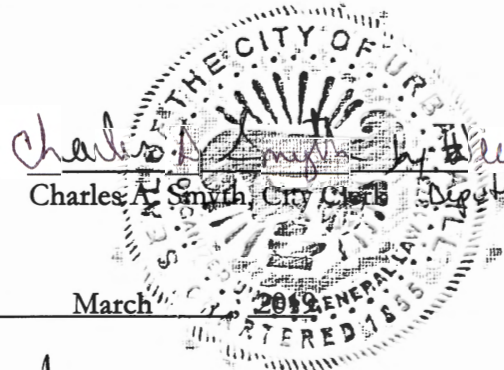
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

**PASSED BY THE CITY COUNCIL** this 4<sup>th</sup> day of March, 2019.

AYES: Brown, Hursey, Jakobsson, Miller, Roberts, Wu, Marlin

NAYS:

ABSTENTIONS:

  
*Charles A. Smyth*  
Charles A. Smyth, City Clerk      *[Signature]*  
Deputy city clerk

**APPROVED BY THE MAYOR** this 5<sup>th</sup> day of March

*[Signature]*  
Diane Wolfe Marlin, Mayor

## REAL ESTATE TRANSFER AGREEMENT

This agreement is made between the undersigned buyer (the "Buyer"), and the City of Urbana, Illinois (the "Seller"), 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 real estate (the "Premises") located at 917 N. Linview Avenue, Urbana, Illinois 61801, and having a permanent index number of 91-21-08-151-029. The legal description is attached as Exhibit A.
2. **Purchase price.** The purchase price is \$36,000.00 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. **Deeds.** The Seller shall convey the Premises to the Buyer by a good and sufficient Special Warranty Deed, subject only to those exceptions listed in section 5(B). At the time of closing of this transaction, the Buyer shall execute a Special Warranty Deed that conveys said Property back to the Seller. The Seller shall place this Special Warranty Deed in escrow with the Seller's Community Development Services Department ("Escrow Agent"). If the Buyer obtains a Certificate of Occupancy as required by section 12, the Escrow Agent shall deliver the Special Warranty Deed to the Buyer. If the Buyer does not obtain a Certificate of Occupancy as required by section 12, or as provided in any modification to this agreement, the Escrow Agent may record the Special Warranty Deed in the Champaign County Office of the Recorder of Deeds.
5. **Title.**
  - A. Within a reasonable time before closing, as evidence of title, the Seller shall deliver to the Buyer a copy of the title insurance policy issued to the Seller in connection with its acquisition of the Premises. The Seller represents that it has done nothing to encumber the Premises since its acquisition of 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, covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises, and the Certificate of Occupancy requirement contained in section 12. 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 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 the Buyer's part.

6. **Taxes and assessments.** The Premises are exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75, and, thus, there is no need for provision of real estate tax payment. The Seller represents to the Buyer that no bills for utilities or other taxes associated with the Buyer's possession and use of the Premises will be outstanding and not fully satisfied at the time of closing.

7. **Closing; possession.** The parties shall hold the closing no later than 30 days after the effective date of this agreement. The closing will take place 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 Seller has disclosed to the Buyer any and all information known to the Seller of any environmental condition that may affect the marketability or usability 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 commercial or residential purpose, the Buyer may terminate this agreement by written notice to the Seller.

9. **Other disclosures.** Prior to signing this agreement, the Buyer has received a completed Lead-Based Paint Disclosure and the EPA Pamphlet, "Protect Your Family From Lead in Your Home."

10. **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 modified except by a writing signed by both parties. The exhibit to this agreement is incorporated herein by this reference thereto.

11. **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.

<u>Buyer</u>	<u>Seller</u>
<i>E. J. Brown 105 Arcadia Dr Kenton</i>	City of Urbana
<i>Betty J. Brown</i>	400 S. Vine Street
	Urbana, Illinois 61801

12. **Certificate of Occupancy.** The single-family residence located on the premises is unsafe and dangerous, has unsafe equipment, and is unfit for human occupancy. The Buyer shall bring the property into Code compliance and obtain a Certificate of Occupancy from the City no more

than one hundred eighty (180) days after the closing of this transaction. During such time, the Seller shall not take enforcement action against the Buyer for any life and safety code violations on the Premises, unless the condition of the Premises so deteriorates that it becomes an imminent danger to the public. This section will survive the closing and will not merge with the deed.

13. **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.

[Signature page follows]

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

**Buyer:**

Ed Brown  
Name

4-3-2019  
Dated

Betty Brown  
Name

4-3-2019  
Dated

**Seller:**

By: Diane Wolfe Marlin  
Diane Wolfe Marlin  
Mayor

4.3.2019  
Dated

ATTEST:  
Charles A. Smyth  
Charles A. Smyth, 18  
City Clerk  
Ordinance No. 2019- 02-018

Exhibit A:        Legal Description

Exhibit A  
Legal Description

Tract 1:

Lot 21 in Block 2 of Linview Third Subdivision of a part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per Plat recorded September 29, 1954 as Document Number 531661 in Plat Book "K" at Page 132, situated in Champaign County, Illinois.





# DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure (initial) (All Sellers should initial)

- Jur (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Jur (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):  
\_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgement (initial) (All Purchasers should initial)

- EJB (c) Purchaser has received copies of all information listed above.
- EJB (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgement (initial) (Seller's Designated Agent)

- \_\_\_\_\_ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Jeschmidt Date 4-3-19 Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser EJBrown Date 4-3-19 Purchaser Betty J Brown Date 4-3-19

Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

Location of Property 917 N. Linview Avenue City Urbana State IL Zip Code 61801

## **SPECIAL WARRANTY DEED**

**THE GRANTOR, City of Urbana, Illinois**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, with its principal office located at 400 S. Vine Street, Urbana, Illinois 61801, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, **CONVEYS and SPECIALLY WARRANTS** to **E.J. Brown and Betty Brown**, husband and wife, of 105 Arcadia Drive, Rantoul, Illinois 61866, not as joint tenants nor as tenants in common but as tenants by the entirety, all interest in the following described real estate situated in the County of Champaign, in the State of Illinois, to wit:

Lot 21 in Block 2 of Linview Third Subdivision of a part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per Plat recorded September 29, 1954 as Document Number 531661 in Plat Book "K" at Page 132, situated in Champaign County, Illinois.

**Permanent Index No.:**

**91-21-08-151-029**

**Address:**

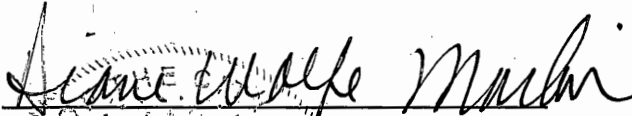
**917 N. Linview Avenue  
Urbana, Illinois 61801-1631**

The Grantor warrants and covenants to the Grantees and their successors in title that the real estate is free and clear from any encumbrance made, done, or suffered by the Grantor, except as herein set out, and that the Grantor will defend the title to the real estate to the extent of the warranties made herein against the lawful claims and demands of all persons or entities.


Subject to covenants, conditions, restrictions and easements apparent or of record, real estate taxes for the year 2018 and subsequent years, and all applicable zoning laws and ordinances.

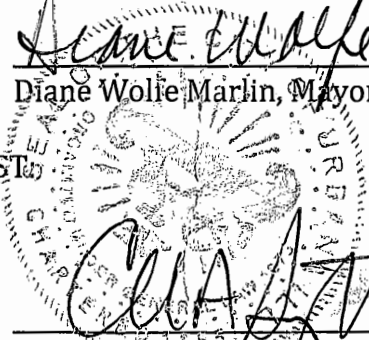
The Grantor has caused its corporate seal to be affixed hereto, and has caused its name to be signed to this instrument by Diane Wolfe Marlin, its Mayor, and attested by Charles A. Smyth, its City Clerk, on April 17, 2019, 2019.

GRANTOR  
CITY OF URBANA, ILLINOIS

By:   
Diane Wolfe Marlin, Mayor

ATTEST:

By:   
Charles A. Smyth, City Clerk  
Ordinance No. 2019-02-018



**THIS INSTRUMENT WAS PREPARED BY:**

Curt Borman  
Assistant City Attorney  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

**MAIL RECORDED DOCUMENT AND TAX BILL TO:**

E.J. Brown and Betty Brown  
917 N. Linview Avenue  
Urbana, Illinois 61801-1631

This transaction is exempt under the provisions of 35 ILCS 200/31-45(b).

Date: \_\_\_\_\_ Buyer, Seller, or Representative \_\_\_\_\_