

**RESOLUTION NO. T-2021-04-007R**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN A CONTRACT FOR PURCHASE OF REAL ESTATE**

**WHEREAS**, the Cunningham Township Supervisor's Office has grown a its programs to respond to the needs of low income Township residents; and

**WHEREAS**, the Cunningham Township Supervisor's Office operates SASS, an Emergency Housing program for families and residents with disabilities, Bridge to Home Rapid Rehousing to support homeless and housing insecure residents and other Housing Advocacy Programs; and

**WHEREAS**, the Cunningham Township Supervisor's Office requires additional space to continue the mission of helping the neediest in the community; and

**WHEREAS**, November, 2020, Urbana voters overwhelmingly approved a tax increase to support assistance for low income Urbana residents which allows CTSO to sustain and grow necessary programs.

**WHEREAS**, the Cunningham Township has available funds in surplus to meet these needs without hardship to township finances; and

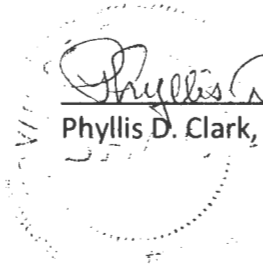
**NOW THEREFORE BE IT RESOLVED** by the Township Board of the Town of Cunningham that this Resolution Authorizing the Township Supervisor To Sign the attached Contract for Purchase of Real Estate for 206 East California Ave, Urbana and 208 East California Avenue, Urbana for the price of \$490,000.

Adopted by the Township Board of The Town of Cunningham on April 12, 2021.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Sacks, Wu

NAYS:

ABSTENTIONS:



*Phyllis D. Clark*  
 \_\_\_\_\_  
 Phyllis D. Clark, Town Clerk

*Diane Wolfe Marlin*  
 \_\_\_\_\_  
 Diane Wolfe Marlin, Chair

**CONTRACT FOR SALE OF REAL ESTATE**

**By and Between**

**Robby L. Brooks and Dorothy Brooks**

**Sellers**

**and**

**Cunningham Township, Champaign County, Illinois**

**Buyers**

**Attorney For Sellers:**

**Paul Cole  
411 W. University Avenue  
Champaign, IL 61820  
(217) 351-4040  
Fax 351-4314**

**Attorney For Buyers:**

**Fred Grosser  
(217) 352-2784**

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

In consideration of their mutual promises herein, this contract is entered into as of April \_\_\_\_\_, 2021 (the "Effective Date") by Robby L. Brooks and Dorothy Brooks, hereinafter referred to as "Sellers", and Town of Cunningham, also known as Cunningham Township, a unit of local government of Champaign County, Illinois, hereinafter referred to as "Buyers".

WHEREAS, Sellers are the owners of real estate legally described as follows:

The west half of Lot 6 and the west half of Lot 7 in Block 8 of Myer and Besoes Addition to the City of Urbana, Champaign County, Illinois. The Premises appear to include a strip of land between them; this legal description will be conformed with the title evidence required hereunder.

PINs: 92-21-17-254-008; 92-21-17-254-009

which bear the street addresses of 206 E. California, Urbana, IL and 208 E. California, Urbana, IL, respectively (hereafter, together with improvements thereon, referred to as the "Premises"); and,

WHEREAS, Sellers wish to sell the Premises and Buyers wish to buy the same;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Mutual Covenants. Sellers agree to sell and Buyers agree to purchase the Premises upon the terms set forth in this Contract.
2. Purchase Price. Buyers agree to pay to Sellers the purchase price of \$490,000.00 for the Premises. **The purchase price reflects a value of \$270,000.00 for 206 E. California and a value of \$220,000.00 for 208 E. California.** Buyers have paid \$5,000.00 as earnest money to be held in the trust account of Ward & Associates for delivery to Sellers at the time of closing. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Sellers at closing by bank draft or other form of payment acceptable to Sellers. **Buyers may obtain a professional appraisal of the Premises prior to May 1, 2021. Buyers' obligation to purchase the Premises is contingent upon confirmation by the appraisal that the appraised value is equal to or greater than the purchase price.**
3. Disclosures. Attached hereto and incorporated by reference as **Exhibit "A"** are the forms "Disclosure of Information on Radon Hazards", "Disclosure of Information and Acknowledgment" concerning lead paint hazards and the "Residential Real Property Disclosure Report", each of which has been completed and presented to Buyers as may be required by law.

Attached hereto and incorporated by reference is a form titled "**LEAD WARNING STATEMENT**". By initialing here *DLB*, Buyers waive any opportunity to inspect the Premises for the presence of lead based paint; otherwise, this Contract is contingent upon a risk assessment or inspection of the Premises for the presence of lead-based paint or lead-based paint hazards at the Buyers' expense until 11:59 P.M. on the tenth (10th) calendar day after the Effective Date. This contingency will terminate at that time unless Buyers have caused to be delivered to Sellers a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection or risk assessment report.

Sellers may, within five (5) days after delivery of the addendum, elect in writing whether to correct the conditions prior to the date of closing. If Sellers will make such corrections, Sellers shall furnish Buyers with certification from a risk assessor or inspector demonstrating that

such conditions have been remedied before the date of closing. If Sellers do not elect to make such corrections, or make a counter-offer, Buyers shall have five (5) days to respond to the counter-offer or remove this contingency and take the Premises in "as is" condition or this Contract shall be void.

4. Cash Transaction. This Contract is not contingent upon Buyers obtaining financing.

5. Personal Property. The items of personal property belonging to Sellers as listed on **Exhibit "B"**, attached hereto and incorporated by reference, shall be deemed conveyed to Buyers without further consideration at closing. No warranties as to the condition of personal property are provided herein, and Buyers shall accept such property in "as is" condition.

6. Possession and Closing; Leases. Sellers shall deliver possession of the Premises to Buyers concurrently with the closing of this transaction which shall be held on or before May 7, 2021, at the offices of Buyers' lender or designated settlement agent, Buyers' attorney, or at such other place as the parties may agree. All available keys shall be delivered to Buyers at or before closing.

The Premises are a rental property. Sellers represent and warrant that all leases to be in effect on the date of closing are attached hereto as **Joint Exhibit "C"**. Sellers shall not enter into further leases or amend existing leases without the written consent of Buyers. Sellers warrant that, as of the time of closing, there shall be no default in performance of the obligations of either lessor or lessee in each lease. At closing, Sellers shall assign each lease to Buyers and shall give to Buyers a credit in the amount of the security deposit described in each lease. All rents shall be deemed to have been paid as scheduled in each lease. Rent payable with respect to each lease shall be deemed the property of Sellers through the day prior to closing; shall be deemed the property of Buyers thereafter; and shall be prorated between the parties at closing.

7. Deed of Conveyance. As soon as practicable Sellers shall execute a recordable Warranty Deed sufficient to convey the Premises to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein, to be held by Sellers' attorney and delivered to Buyers at the closing of this transaction upon Buyers' compliance with the terms of this Contract.

8. Evidence of Title. Within a reasonable time, Sellers shall deliver to Buyers, as evidence of Sellers' title, a Commitment for Title Insurance issued by Chicago Title Insurance Company, 301 N. Neil Street, Champaign, Illinois, committing the company to issue a policy in the usual form insuring title to the Premises in Buyers for the amount of the purchase price. Sellers shall be responsible for payment of the owner's premium and Sellers' search charges. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

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; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Premises and which do not restrict reasonable use of the Premises; existing mortgages which shall be satisfied at closing.

If title evidence discloses exceptions other than those permitted, Buyers shall give written notice of such exceptions to Sellers within a reasonable time. Sellers shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Sellers are unable or unwilling so to cure such exception, then Buyers shall have the option to terminate this Contract in which case Buyers shall be entitled to refund of the earnest money.

9. Liens. Sellers warrant to Buyers that no materials, labor or services have been provided to Sellers with respect to the Premises within six months prior hereto and that no such materials, labor or services shall be provided with respect to said real estate prior to closing other than materials, labor and services for which payment-in-full has been made to the proper party therefor and for which no lien may reasonably be asserted against the Premises.

10. Condition of Premises. Buyers acknowledge that they have inspected the Premises and the improvements thereon, that they are acquainted with the condition thereof, and that they accept the same in their present condition without reliance upon any oral representation by Sellers, except that **Sellers warrant that the plumbing, heating, electrical and air conditioning systems, septic and water systems will be in normal working condition on the date of possession and closing.**

Buyers shall have the right to reinspect the Premises during the 48 hour period immediately prior to closing. To the extent that utility and water service are billed to Sellers, Sellers shall maintain utility and water service through such inspection period.

11. Taxes and Assessments. Real estate taxes apportioned through the date of closing shall be Sellers' expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax shall be Sellers' expense.

All special assessments which are a lien upon the Premises as of the date of this Contract shall be Sellers' expense, unless such assessments are payable in future installments, in which event only the installment for the year of closing shall be apportioned through the date of closing, and all future installments shall be paid by Buyers. All such taxes and special assessments shall constitute a credit to Buyers against the purchase price, and shall release Sellers from any further liability to Buyers in connection therewith.

12. Wood Infestation Report. At least five (5) but not more than thirty (30) days prior to closing, Sellers shall, at their expense, provide a written report from a pest control firm certifying to Buyers that the Premises have been inspected for termite and other wood destroying insect infestation. If active infestation is found, the Premises shall be treated at Sellers' expense. If structural damage due to prior or existing infestation is found, repairs shall be made at Sellers' expense; provided that, if the estimated cost of such repairs exceeds \$1,500.00, then, at the option of either Sellers or Buyers, this Contract may be terminated, in which case Buyers shall be entitled to the return of all moneys theretofore paid by them.

13. Default. If either party fails to make any payment or to perform any obligation imposed upon them by this Contract, the other party may serve written notice of default. If such default is not corrected within ten (10) days after service of notice, a right of action for breach of contract shall accrue as of that later date.

The parties shall be entitled to all lawful remedies in the event of a default, including specific performance. In any action taken to enforce or declare the rights of the parties under any provision of this Contract, the prevailing party shall be entitled to recover costs of the action and reasonable attorney fees.

14. Notices. Any notice required under this Contract shall be deemed delivered if sent by email, mailed by certified mail to an address shown herein or by facsimile transmission or by personal delivery.

15. RESPA. Sellers and Buyers hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

16. Entirety of Agreement. This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those herein set forth.

17. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract.

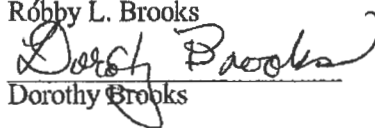
18. Further Warranty. The Sellers expressly warrant that Sellers have received no notice from any city, village, or other governmental authority of a current dwelling code or other ordinance violation or pending re-zoning, reassessment, or special assessment proceeding affecting the Premises.

19. Succession of Obligations. All terms of this Contract shall be binding upon the heirs, legatees, devisees, personal representatives and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date above stated.

**SELLERS:**

  
Robby L. Brooks

  
Dorothy Brooks

**ADDRESS:**

2805 Clarion Road  
Urbana, IL 61802

**BUYERS:**

Cunningham Township

by   
Danielle Chynoweth, Supervisor

**ADDRESS:**

205 W. Green Street  
Urbana, IL 61801

7:46 PM April 12, 2021

**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 TO 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.