	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>						
	Title:	Recommendation to Approve Real Estate Donation Agreement for Property Located on 7 <sup>th</sup> Avenue					
	Presenter:	Peter Suhr					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.27.14			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$3,300	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
<b>Executive Summary:</b>							
<p>The City of St. Charles has been in conversation with the owner of an unimproved property located on the east side of 7<sup>th</sup> Ave. between Indiana Ave. and South Ave. The owners, Jerald &amp; Patricia Weiner, have agreed to donate the property to the City at no cost. However, the City agrees to pay for all transaction expenses as well as the 2013 and 2014 real estate taxes estimated at about \$3,300.</p> <p>This property is located adjacent the 7<sup>th</sup> Ave. Creek within the flood plain limits. Purchase of the property provides the City with future opportunities to help better the storm water conveyance along the 7<sup>th</sup> Ave. Creek.</p> <p>City staff ordered an environmental assessment, title search and plat of survey for the property. Nothing of significance or concern was noted.</p>							
<b>Attachments:</b> <i>(please list)</i>							
Real Estate Donation Agreement Location Map							
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>							
Recommendation to approve the Real Estate Donation Agreement for Property Located at 7 <sup>th</sup> Ave.							
<i>For office use only:</i>		<i>Agenda Item Number: 5.b</i>					

## REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("**Agreement**") dated this \_\_\_\_ day of May 2014, by and between the CITY OF ST. CHARLES, ("**Donee**") and Jerald Weiner and Patricia Weiner, ("**Donor**").

WHEREAS, Donor is the owner of a certain parcel of vacant property located at 7<sup>th</sup> Avenue and Ohio Avenue, St. Charles, Kane County, Illinois and legally described as follows:

THE SOUTHERLY 115.00 FEET OF THE FOLLOWING DESCRIBED PARCEL (AS MEASURED ALONG THE SOUTHWEST AND NORTHEAST LINES THEREOF): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF INDIANA AVENUE AND SEVENTH AVENUE SOUTH; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET; THENCE SOUTH 26 1/2 DEGREES EAST 3.94 CHAINS; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET TO THE EASTERLY LINE OF SEVENTH AVENUE SOUTH; THENCE NORTHERLY ALONG SAID EASTERLY LINE 3.94 CHAINS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.

Parcel No.: 09-34-226-030

WHEREAS, Donor has agreed to donate that property to the CITY OF ST. CHARLES;

WHEREAS, the CITY OF ST. CHARLES has agreed to accept the donation of the real estate;

It is agreed as follows:

### 1. Agreement to Convey.

Donor hereby agrees to convey to Donee and Donee hereby agrees to accept the donation from Donor, of all that certain property located at 7<sup>th</sup> Avenue and Ohio Avenue, St. Charles, Kane County, Illinois and legally described as follows:

THE SOUTHERLY 115.00 FEET OF THE FOLLOWING DESCRIBED PARCEL (AS MEASURED ALONG THE SOUTHWEST AND NORTHEAST LINES THEREOF): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF INDIANA AVENUE AND SEVENTH AVENUE SOUTH; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET; THENCE SOUTH 26 1/2 DEGREES EAST 3.94 CHAINS; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET TO THE EASTERLY LINE OF SEVENTH AVENUE SOUTH; THENCE NORTHERLY ALONG SAID EASTERLY LINE 3.94 CHAINS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.

Parcel No.: 09-34-226-030

## **2. Donor's Ownership.**

Donor warrant and represent that they are the sole fee simple owners of the Premises and has all necessary authority to sell the premises; there are no other contracts for sale or options involving the Premises; no other party has any right, title, or interest in the Premises; and there are no leases affecting or relating to the Premises. Between the date Donor executes this Agreement and Settlement, Donor shall not subject the property to or consent to any leases, liens encumbrances, covenants, conditions, restrictions, easements, rights or way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property without the written consent of the Donee.

## **3. Actions or Suits.**

Donor warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the Donor, threatened against Donor in connection with the Premises, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Premises.

## **4. Commitments.**

Donor represents there has not been made and will not be made, any commitments relating to the Premises, which would impose any obligation on Donee or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Premises.

## **5. Other Agreements.**

Donor warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Donor is a party or by which it or the Premises is bound, or any judgment, decree, order or award of any court, governmental body, or arbitrator, or any law, rule or regulation applicable to Donor.

## **6. Conveyance.**

The Conveyance by the Donor of the real property to Donee shall be by Quit Claim Deed in the form as set forth in **Exhibit "A"** as attached hereto and incorporated by reference ("**Deed**").

## **7. Title and Survey.**

Donee may obtain a recent survey of the property and an updated Title Commitment at its election. Donor agrees to execute any and all documents such as an ALTA Statement to enable the Donor to obtain an acceptable Owner's Policy of Title Insurance.

## **8. Environmental Matters.**

Donor represents that to the best of Donor's knowledge, information, and belief, there have never been, nor are there nor, any underground storage tanks on the Premises; nor has there been any activity on the Premises which has been conducted, or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits, and common law requirements concerning (i) handling of any toxic or hazardous substances, (ii) discharges of toxic or hazardous substances to the air, soil, surface water, or groundwater, and (iii) storage, treatment, or disposal of any toxic or hazardous substances at or connected with any activity on the Premises; nor is there any contamination present on or in the Premises; nor is there any of the following present on or in the Premises: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in the Premises, or arising from the Premises, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any environmental law of the United States or the State of Illinois.

## **9. Closing.**

The closing of the donation contemplated by this Agreement ("**the Closing**") shall occur on or before May 30, 2014 ("**the Closing Date**"). The closing shall take place at the offices of Chicago Title Insurance Company, Geneva, Illinois or at the offices of Hoscheit, McGuirk, McCracken & Cuscaden, P.C., 1001 East Main Street, Suite G, St. Charles, Illinois 60174, or at such other place as Donor and Donee may agree.

## **10. Costs.**

- (a) Donee will pay the cost of recording all documents necessary to place the record title in its name. Donee shall also pay any transfer tax that may be required on the Deed, recording fees and title charges;
- (b) Donee shall pay the 2013 real estate taxes due in 2014 and shall be responsible for all real estate taxes for the year 2014. Donee will assume responsibility for facilitating the payment of taxes due following the execution of this Agreement.

## **11. Miscellaneous.**

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations, and terms of this Agreement shall survive delivery of the Deed and shall not be merged therein.

**12. Notices.**

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to Donee:                      The City of St. Charles  
Attn: Mark Koenen, City Administrator  
2 East Main Street  
St. Charles, IL 60174  
Fax: 630/377-1984

With a copy to:                John M. McGuirk, City Attorney  
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.  
1001 East Main Street, Suite G  
St. Charles, IL 60174  
Fax: 630/513-8799

If to Donor:                      Jerald and Patricia Weiner  
21 Oakbrook Pl.  
Bettendorf, IA 52722

**14. Governing Law.**

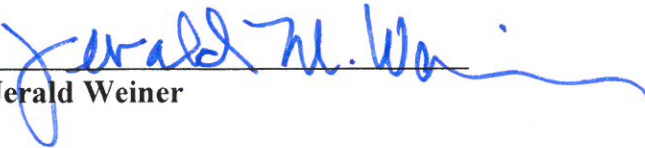
Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.

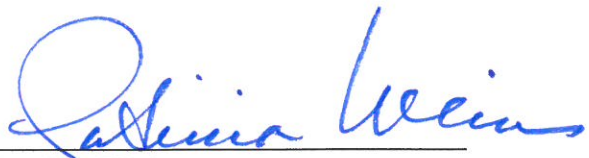
**15. Execution and Delivery of Agreement.**

a. The date upon which this Agreement shall be finally executed by the authorized representative of Donee and Donor shall be the effective date ("**Effective Date**") hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

DONOR:

  
Jerald Weiner

  
Patricia Weiner

DONEE:

**THE CITY OF ST. CHARLES**

By: \_\_\_\_\_  
Mark Koenen, City Administrator

Date: \_\_\_\_\_



City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984  
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

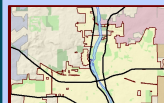
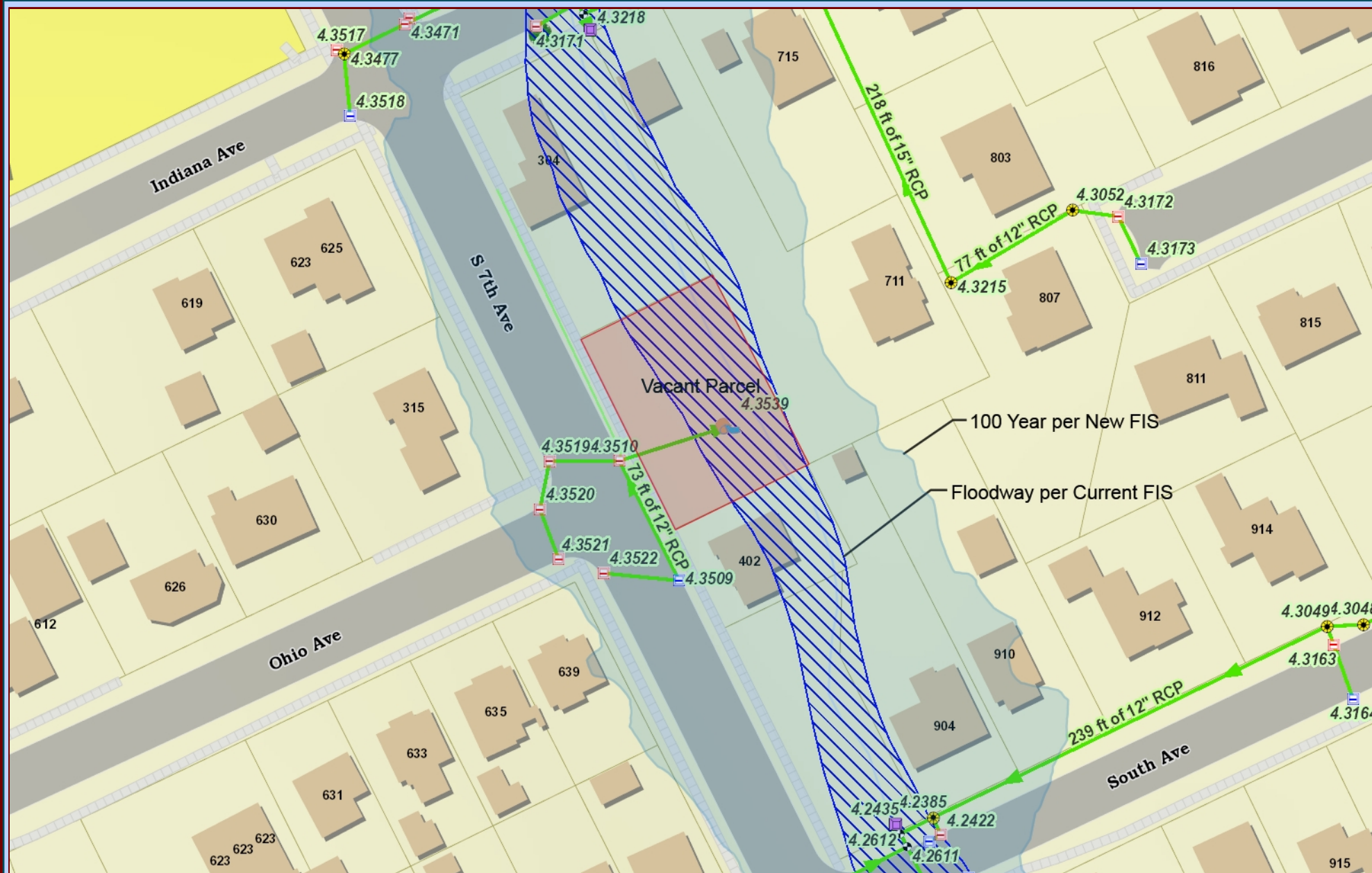
# Vacant Parcel at 7th & Ohio Avenues

RAYMOND ROGINA

Mayor

MARK KOENEN

City Administrator



Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
Printed on: February 19, 2014 10:32 AM



0 36 72 Feet

PIN: 09-34-226-030

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