

## ARTICLE I. - GENERALLY

[Sec. 27.5-101. - Definitions.](#)

[Sec. 27.5-102. - General authority.](#)

[Sec. 27.5-103. - Failure to control.](#)

[Sec. 27.5-104. - City Manager - authority to execute documents for acquisition and disposition.](#)

### **Sec. 27.5-101. - Definitions.**

For purposes of this Chapter, the following definitions shall apply:

*Acquisition* means the purchase, lease or license by the City for the City's use or acceptance by the City of a dedication or gift.

*Disposition* means the sale, lease, vacation, release, or license of some or all of the City's interest in public property to another.

*Public Property* means real property that is titled in the name of the City or City created boards or commissions; real property where the City or a City created board or commission is the grantee, devisee, or beneficiary; real property which was dedicated to the public use, whether generally or for a specific purpose, including, but not limited to, property within the City or within 1.5 miles of the City limits; easements where the City is grantee; real property leased by the City as a lessee; real property physically occupied by the City or by City operations; and real property possessed or utilized by the City under a claim of right.

*Real Property* means any interest in real estate, whether the interest has been acquired by purchase, lease, license, common law or statutory dedication, gift, or possession.

(C.B. No. 2011-018, § 1, 2-8-11)

### **Sec. 27.5-102. - General authority.**

The City Council may authorize the acquisition or disposition of interests in real property owned or controlled by the City in accordance with the provisions of this Article. The provisions of this Article shall supersede all otherwise applicable provisions of state statute within the Illinois Municipal Code, now existing or hereinafter enacted, concerning the acquisition and disposition of real property. It is the intention of the City Council to regulate all aspects of such acquisition and disposition.

(C.B. No. 2011-018, § 1, 2-8-11)

### **Sec. 27.5-103. - Failure to control.**

It shall be rebuttably presumed that public property is owned and under the control of the City, subject to direction of the City Council, even if the City has not, for a period of years, exercised ownership or control over, or has not maintained or otherwise in some manner, asserted dominion over such public property.

MUNICIPAL CODE  
Chapter 27.5 - REAL ESTATE—PUBLIC  
ARTICLE I. - GENERALLY

(C.B. No. 2011-018, § 1, 2-8-11)

**Sec. 27.5-104. - City Manager - authority to execute documents for acquisition and disposition.**

(a) The City Manager is authorized to execute agreements, deeds, easements or other documents necessary to consummate the acquisition or disposition of real property without additional Council action when the acquisition or disposition is provided for in this Chapter, when authorized by resolution of the City Council, or when authorized by a specific Council Policy.

(b) Prior to any acquisition or disposition of real property, the City Attorney shall approve the form of the documents utilized in the transaction.

(C.B. No. 2011-018, § 1, 2-8-11)

## ARTICLE II. - ACQUISITION

[Sec. 27.5-201. - City Manager's authority.](#)

[Sec. 27.5-202. - Real estate or options to acquire - within City Manager's purchasing authority.](#)

[Sec. 27.5-203. - Property not susceptible to pre-Council approval or specific contract.](#)

[Sec. 27.5-204. - City Manager to promulgate standards for acquisition.](#)

[Sec. 27.5-205. - Capital improvement project acquisitions.](#)

[Sec. 27.5-206. - Written report of acquisition.](#)

[Sec. 27.5-207. - City Manager's authority to accept easements and to accept the dedication of property for public purposes.](#)

[Sec. 27.5-208. - Execute license agreements with Park District for property along the Boneyard Creek or other vacant property.](#)

### **Sec. 27.5-201. - City Manager's authority.**

The City Manager is authorized to negotiate and execute agreements for the acquisition of real property on behalf of the City when such acquisition is authorized by an adopted Council Policy without other specific action by the City Council. The City Manager may delegate such authority as the City Manager deems appropriate. Such delegation shall be in writing and filed with the City Clerk.

(C.B. No. 2011-018, § 1, 2-8-11)

### **Sec. 27.5-202. - Real estate or options to acquire - within City Manager's purchasing authority.**

(a) Without other specific action by the City Council, the City Manager is authorized to negotiate and execute agreements for the acquisition of real property, interests in real property, or option agreements for the acquisition of real property or interests therein for public purposes, provided that the cost for such real property interests or option does not exceed the maximum cost provided for in Chapter 12.5 for purchases permitted to be made by the Purchasing Agent.

(b) Options to acquire interests in real property for a purchase price in excess of the maximum price provided for in Chapter 12.5 for purchase permitted to be made by the Purchasing Agent shall be exercised only upon authorization by the City Council, unless otherwise provided for in this Chapter.

(C.B. No. 2011-018, § 1, 2-8-11)

### **Sec. 27.5-203. - Property not susceptible to pre-Council approval or specific contract.**

Without other specific action by the City Council and if necessary or desirable for any City program or project, the City Manager, in addition to other acquisitions authorized in this Chapter, is authorized to:

(a) Make bids or offers at any Sheriff's foreclosure, or other judicially or governmentally sponsored sale, for real property within the City, in an amount not to exceed the greater of the fair market value of the property or other objective measure of value as determined by an appraisal or the amount of the City's lien on the property, unless a higher figure is authorized by the Council;

(b) Purchase interests in real property in lieu of foreclosure of a City lien on that property in an

amount not to exceed the lien, unless a higher figure is authorized by the Council;

(c) Purchase interests in real property from a financial institution in an amount not to exceed the fair market value of the property as determined by an appraisal where such property has been obtained by such financial institution in lieu of foreclosure or through a foreclosure proceeding and the real property is an integral part of a City program or capital improvement project.

(C.B. No. 2011-018, § 1, 2-8-11)

**Sec. 27.5-204. - City Manager to promulgate standards for acquisition.**

The City Manager shall promulgate procedures and standards for acquisition of property whose estimated cost is above the administrative purchasing limit set forth in Chapter 12.5, and which requires Council action consistent with this ordinance and the following standards:

(a) *Acquisition Plan.* City staff should, prior to the formal initiation of negotiations, develop a written acquisition plan for City Council review. The plan should include the following elements:

(1) *Goal.* Staff should explain specifically how acquiring the property will assist in accomplishing a City Council goal or Council adopted plan.

(2) *Costs of Acquisition.* Staff should develop a reasonably accurate estimate of the costs of acquisition including:

a. Purchase price.

b. Expenses of purchase e.g. appraisals, title insurance or search, environmental assessment, assumed or forgiven taxes, and assumed or forgiven City liens.

c. Post closing expenses and staff effort, e.g.:

(1) estimated exterior maintenance

(2) insurance costs

(3) management fees

(4) cost of rehabilitation activities

(5) cost of demolition

(6) cost of relocation

(3) *Source of Revenues for Acquisition and Maintenance.*

(b) *Purchase Price - Policy.*

(1) The City's policy is to acquire the property at the lowest cost to the City.

(2) Below market purchase price or an owner's desire to donate the property should be a factor in considering the purchase of real property if the City is not required to offer the fair market value of property under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act). However, below market price or donation should not

MUNICIPAL CODE  
Chapter 27.5 - REAL ESTATE—PUBLIC  
ARTICLE II. - ACQUISITION

be a determining factor deciding whether or not the City acquires property.

(3) The City will follow the Uniform Act requirements concerning purchase price with respect to purchases made using federal funds.

(c) *Acquisition of Blighted Properties.*

(1) It shall generally be the policy of the City to not acquire property with significant building safety violations or environmental cleanup costs unless the purchase furthers another goal approved by the Council in addition to blight abatement.

(2) The policy of the City, when it encounters buildings with significant building safety violations or environmental cleanup costs, shall be to pursue alternatives for securing the correction of the building safety violations and environmental cleanup including participation in City assistance programs and enforcement actions through the courts.

(3) The City may consider acquisition of property with severe building safety violations or environmental cleanup costs if:

a. severe title restrictions would serve as a disincentive to any private individual effort in rehabilitating the property; or

b. the owner of an owner occupied structure would qualify for rehabilitation assistance, however the value of the property after rehabilitation would be less than the cost of rehabilitation; or

c. the purchase price of the property fully reflects a reduction in the value of the property due to the estimated costs to demolish the structure, rehabilitate the structure or clean up the property and the property after acquisition can be used to further another City program.

d. the purchase furthers another goal, project or plan approved by the City Council.

(d) *Council Authorization.* Unless otherwise authorized by a provision in this Chapter, prior to initiating formal negotiations with a property owner concerning the City acquisition of property, staff shall seek policy direction from the City Council based on the acquisition plan.

(e) *House Move and Rehabilitation Cost Analysis.* For acquisitions which involve the moving and/or rehabilitation of houses the City staff shall, prior to the formal initiation of negotiations, develop a house moving and rehabilitation cost analysis for City Council review. The cost analysis should include the following elements:

(1) Direct project costs:

a. cost of acquisition of land and house if acquired specifically to rehabilitate the house on site and offer it for resale;

b. cost of moving the house;

c. cost of the site the house will be moved to if the new site is acquired specifically to accommodate the move;

MUNICIPAL CODE  
Chapter 27.5 - REAL ESTATE—PUBLIC  
ARTICLE II. - ACQUISITION

- d. cost of site work to prepare the new site to receive the structure;
  - e. cost of relocating any residents;
  - f. cost of rehabilitating the house; and
  - g. cost of any delayed maintenance.
- (2) Project cost savings or benefits, including environmental benefits.
- (3) Estimated market value of rehabilitated house (determined by surveying values in a six (6) block radius of the new site or other objective standard).
- (4) Project cost above or below market value (determined by subtracting project cost savings and market value from the total direct project costs).
- (5) Indirect project costs (costs such as the original purchase price of the house being moved, the original cost of acquiring the lot the house is being moved to, etc.).

(C.B. No. 2011-018, § 1, 2-8-11)

**Sec. 27.5-205. - Capital improvement project acquisitions.**

The City Manager is authorized to acquire interests in real property or accept donations of interests in real property without further City Council action after the City Council has approved a specific plan for a capital improvement project which provides for the acquisition of specific interests in real property in order to construct the capital improvement.

(C.B. No. 2011-018, § 1, 2-8-11)

**Sec. 27.5-206. - Written report of acquisition.**

For acquisitions not otherwise formally approved by the Council, the City Manager shall make a written report of any such transactions provided for in this Article to the City Council within fourteen (14) days after the date the transaction is completed.

(C.B. No. 2011-018, § 1, 2-8-11)

**Sec. 27.5-207. - City Manager's authority to accept easements and to accept the dedication of property for public purposes.**

(a) The City Manager is authorized to accept easements in accordance with Section 30-800 of the Code.

(b) The City Manager is authorized to accept the dedication of property to the City for City purposes in accordance with other sections of the Code.

(C.B. No. 2011-018, § 1, 2-8-11)

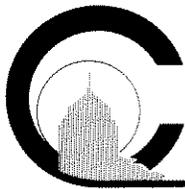
**Sec. 27.5-208. - Execute license agreements with Park District for property along the Boneyard Creek or other vacant property.**

The City Manager is authorized to negotiate and execute license agreements with the Champaign Park

MUNICIPAL CODE  
Chapter 27.5 - REAL ESTATE—PUBLIC  
ARTICLE II. - ACQUISITION

District to provide for the maintenance of City-owned property along the Boneyard Creek or property acquired for improvement of the Boneyard Creek or other vacant City owned property. Such agreements shall be approved by the City Attorney prior to execution by the City Manager. The City Manager should report the execution of such agreements to the City Council.

(C.B. No. 2011-018, § 1, 2-8-11)



# ADMINISTRATIVE POLICY

City of Champaign®

A.P. NUMBER

5.07

SECTION

Legal

EFFECTIVE DATE

7/1/89

**SUBJECT**

Real Estate Acquisition Procedures for Capital Improvement Projects

**Purpose.** The purpose of this Administrative Policy is to establish procedures for the coordination of the acquisition of any real property necessary to construct and to maintain any Capital Improvement Project (C.I.P.) within the Project's construction schedule. These interests in real property may include temporary or permanent easements, licenses, dedications, leases or fee simple ownership. Unless the appropriate interests in real estate are obtained prior to awarding a C.I.P. construction contract, costly delays may occur during construction. Grant funding may be jeopardized if regulations implementing the Uniform Relocation and Real Property Acquisition Act are overlooked. Future unbudgeted expenditures may be required if appropriate guidelines are not followed during acquisition of real property and title to real estate is not acquired from necessary parties.

**Scope.** This Administrative Policy establishes policies which must be followed when acquisition of real property is necessary for any C.I.P.

**Responsibility.**

- (a) **Project Manager.** The Project Manager for the C.I.P. is responsible for identifying all property necessary to be acquired to construct and maintain the Capital Improvement Project. Prior to a Project Manager being designated, the Public Works Department shall identify projects which will require acquisition of real property and ask that the City Manager designate a Project Manager. The Project Manager shall be primarily responsible for acquiring real property for their C.I.P. project.
- (b) **Legal Department.** The Legal Department is responsible for providing legal assistance to the Project Manager throughout the acquisition process. The Project Manager and the City Attorney shall designate one person in each Department who will be responsible for coordination of the acquisition activities of their respective Department in connection with the Project.
- (c) **City Clerk.** The City Clerk will coordinate recording necessary conveyance documents, tracking the tax exempt status of property and maintaining and updating an inventory of City-owned property.

## Table of Contents

	<u>Page</u>
I. Identification of Projects Requiring Acquisition of Real Property	2
II. Budget and Planning	2
A. Federally Financed Projects	2
B. Relocation Expenses	2
C. Appraisals	3
1. HUD Financed - Appraisals	3
2. DOT Financed - Appraisals	3
3. Appraisal of Property Valued at More Than \$25,000.00	3
D. Title Search Work and Title Insurance - Expense	3
E. Estimated Total Acquisition Cost	3
F. Budget Preparation	4
III. Timetable for Acquisition	4
A. Project Manager to Initiate Property Acquisition	4
B. Contents of Notice	4
C. Maintaining Time Schedule	4
IV. Actual Acquisition	4
A. Obtain Title Search Work	4
B. Preparation of Acquisition Documents	5
C. Appraisals in General	5
1. Appraisals Required by URRPA Act	5
2. Non-URRPA Appraisals	5
3. Review Appraisals	5
4. Amount to Offer as Just Compensation	6
D. Council Authorization to Negotiate	6
E. Initiation of Negotiations	6
1. Project Information to Owners	6
2. DOT Projects	6
3. HUD Projects	6
4. Non-URRPA Act Projects	7
5. Formal Initiation of Negotiations - Initial Written Offer	7
F. Donation of Property	7
1. HUD Regulations	7
2. DOT Regulations	7

V.	Relocation of "Displaced"Persons	8
	A. Initial Notice of Displacement	8
	B. Notice to Tenants	8
	C. Ninety (90) Day Notice	8
	D. Thirty (30) Day Notice	8
VI.	Completion of Acquisition	8
	A. Additional Negotiating Authority	8
	B. Additional Documents	9
	C. Final Council Approval	9
	D. Formal Exchange of Conveyance for Money (Closing)	9
	E. Property and Liability Insurance	9
	F. Title Insurance	10
VII.	Eminent Domain	10
	A. Referral to the Legal Department	10
	B. Council Authorization of Eminent Domain Proceedings	10
	C. Acquisition While Eminent Domain Proceedings Are Pending	10
	D. Payment of Award	10
VIII.	Recording of Deeds, Easements and Obtaining Tax Exemptions	11
	A. Recording Conveyance Documents	11
	1. City Clerk - Depository of Conveyance	11
	2. Recording of Conveyance - Acceptance by Council	11
	3. Recording of Documents - Acceptance by Council Not Necessary	11
	B. Real Estate Tax Exemption	11
	C. Indexing of Property in Which City Has an Interest	12
IX.	Advertisement and Award of Construction Contract	12

## Procedures.

### I. Identification of Projects Requiring Acquisition of Real Property

The Project Manager, or prior to the appointment of a Project Manager, the Public Works Department, Engineering and Development Services Division, determines that a proposed C.I.P. requires the acquisition of an interest in real property by the City. Any C.I.P. which requires the City to temporarily or permanently utilize the real property of another requires this A.P. to be followed, including the acquisition of permanent and temporary easements, rights-of-way and fee simple interests.

### II. Budget and Planning

The Capital Improvements Review Team, subject to Council approval, determines the probable C.I.P. funding source.

#### A. Federally Financed Projects. If the Project is financed in whole or in part by Federal funds, the Uniform Relocation and Real Property Acquisition Act (URRPA Act) will apply.

HUD and DOT currently have different requirements regarding the implementation of the URRPA Act.

- If the Federal funds are received through a program monitored by Housing and Urbana Development (HUD), HUD regulations implementing URRPA Act will apply.
- If the Federal funds are received through a program monitored by the Department of Transportation (DOT), DOT regulations implementing URRPA Act will apply.

If a grant is received from the Illinois Department of Transportation (IDOT), IDOT may be acting as the distributing agency for DOT and DOT URRPA Act regulations may apply to the Project. If IDOT funds are used for the C.I.P., the Project Manager must determine whether IDOT will require compliance with DOT regulations implementing the URRPA Act.

- If Federal funds are received from a source other than HUD or DOT, the Project Manager should request assistance from the Legal Department in order to determine which Federal regulations implementing the URRPA will apply.

#### B. Relocation Expenses. If the URRPA Act applies, the Project Manager will determine if any person will be "displaced" as a result of the Project. A "displaced person" is generally defined as any person who is required to move from the real property or move his or her personal property from the real property as the result of the acquisition of real property for a project. The

definition of displaced person for HUD projects includes some temporary relocations. If persons will be displaced, Section V should be reviewed.

- C. Appraisals. The cost of appraisals is a project cost.
1. HUD Financed -- Appraisals. An appraisal will be required for each parcel to be acquired for a HUD-financed project, except for parcels over which only a temporary easement is required. An appraisal, if required by HUD, cannot be waived (see Section IV.F). If the appraised value of the parcel is more than Two Thousand Dollars (\$2,000.00), a review appraisal is also required.
  2. DOT Financed -- Appraisals. Unless waived by the owner (see Section IV.F), an appraisal is required for each parcel except for parcels over which only a temporary easement is required. A review of all required appraisals is required by DOT.
  3. Appraisal of Property Valued at More Than \$25,000.00. If property is valued in excess of Twenty-Five Thousand Dollars (\$25,000.00), unless the property is donated to the City, two (2) appraisals should be obtained. Both appraisals should then be reviewed by the review appraiser if a review appraisal is required by the URRPA Act. This is a City requirement which may be waived by the City Manager.
- D. Title Search Work and Title Insurance -- Expense. The expense of title search work and title insurance is a Project cost.
- E. Estimated Total Acquisition Cost. The Project Manager will determine the probable method of acquisition for each parcel (purchase, donation, eminent domain) and an estimated total acquisition cost of the necessary property. The estimate should be reduced to writing and include the following costs of acquisition:
- (1) cost of title search work;
  - (2) cost of title insurance for parcels in which the City intends to acquire a fee simple interest;
  - (3) cost of appraisals -- an appraisal cost should be included for each parcel to be acquired by purchase or eminent domain. Additional appraisal costs should be included based upon the URRPA Act requirements and this A.P.
  - (4) the estimated amount to be paid to the current owner(s) of the real estate to secure the interests in the real property required for the Project.

This estimate will be supplied to Public Works for inclusion in the Capital Improvement Plan.

- F. Budget Preparation. Public Works includes in the C.I.P. budget the estimated cost of acquisition for the Project provided by the Project Manager.

### III. Timetable for Acquisition.

As soon as the Project Manager (or Public Works Department if a Project Manager has not been identified) determines that an interest in real property must be acquired for a project, this A.P. applies to the project. As soon as practical after that determination, the Project Manager and the representative of the Legal Department will meet and develop a timetable for acquisition. This timetable shall take into account each step required by this A.P. and each step required by any applicable URRPA Act.

- A. Project Manager to Initiate Property Acquisition. The Project Manager will notify the City Attorney that a Project requires acquisition of real property. The Project Manager will also notify any other Department from whom he/she will require assistance in the implementation of the project of the need to establish a preliminary time-line.
- B. Contents of Notice. At the time the Project Manager notifies the City Attorney of the need to acquire property for the C.I.P., he/she will also notify the City Attorney of the type of interest to be acquired, the funding sources for the project, and whether any person will be "displaced" by the project. See Exhibit "C".
- C. Maintaining Time Schedule. The timetable for acquisition will be periodically reviewed by the Project Manager and adjusted to reflect current expectations after consultation with other effected Departments. The Departments will use reasonable efforts to accomplish tasks assigned in accordance with the time schedule.

### IV. Actual Acquisition.

Acquisition activities will be performed in accordance with the project time-table, as adjusted from time to time. Inclusion in the annual budget or the C.I.P. budget shall be required before acquisition activities commence.

- A. Obtain Title Search Work. The Project Manager will order title search work from a title insurance company unless prior approval of the Legal Department to obtain title information from another source (e.g. attorney issuing legal opinion at less cost) is obtained. If a temporary easement or permanent easement or right-of-way is necessary for improvements (whether grading structures or other permanent work) valued at less than One Thousand Dollars (\$1,000.00) will be placed, a "Certificate of Interested Parties" or title opinion should be obtained. If a permanent easement or right-of-way on which improvements (whether grading, structure or

other permanent work) valued at more than One Thousand Dollars (\$1,000.00) or full right of ownership in the property is sought, a title insurance commitment should be obtained.

- B. Preparation of Acquisition Documents. The Project Manager will deliver the title search work and a legal description for each parcel to be acquired together with a description of the interest to be acquired and a plat of the parcel to be acquired to the Legal Department. The Legal Department will prepare the documents necessary to convey title and deliver these documents and instructions regarding their use to the Project Manager. These documents might include temporary easements, permanent easements, deeds (see attached samples, Exhibits "E-1", "E-2", "E-3", "E-4" and "E-5"), as well as partial mortgage releases, affidavits of heirship and other documents necessary to clear clouds from the owner's title.
- C. Appraisals in General. Appraisals will be performed if the project is funded by Federal funds or if the property will probably not be donated to the City. See Section II.C. If the fee to be charged by the appraiser will be more than Ten Thousand Dollars (\$10,000.00), the appraiser's contract must be approved by the City Council. If the fee is Ten Thousand Dollars (\$10,000.00) or less, Council approval of the contract is not necessary. The Project Manager will negotiate with the appraiser regarding the fee and nature of services to be provided. A written contract will be prepared by Project Manager and reviewed by the Legal Department prior to the execution by the appraiser. (See sample contract attached as Exhibits "F-1" and "F-2".) The City Manager execute the contract on behalf of the City.
1. Appraisals Required by URRPA Act. If the project is subject to HUD or DOT URRPA Act regulations, each property owner shall be given an opportunity to accompany the appraiser during the appraiser's inspection. (Note: the appraisal, if required by HUD regulations, cannot be waived. The appraisal may be waived if DOT regulations apply. See Sections II.C and IV.F.) The Project Manager should ensure that the appraiser is familiar with applicable regulations.
  2. Non-URRPA Appraisals. If the project is not regulated by URRPA Act, each property owner should be given the opportunity to accompany the appraiser during the appraiser's inspection but this is not required.
  3. Review Appraisals. If HUD URRPA Act regulations apply and the value of the property exceeds Two Thousand Dollars (\$2,000.00), the appraisal(s) must be reviewed by an appraiser. All appraisals required by DOT URRPA regulations must be reviewed. If URRPA Act does not apply, review appraisals are not required.

4. Amount to Offer as Just Compensation. If the URRPA Act applies, the review appraiser's recommendation of fair market value is the value considered to be the lowest amount the City may offer as just compensation. If no review appraiser is used and the URRPA Act applies, the fair market value determined by the appraiser is the lowest amount the City may offer as just compensation.
- D. Council Authorization to Negotiate. Prior to initiation of formal negotiations, Council authorization to acquire the property should be obtained. The Project Manager will prepare the Council agenda item, including the Council Bill (see sample attached as Exhibit "D") and explanation sheet. The Project Manager will arrange for placement of the item on the Council's agenda through the City Manager's Office. Usually, at least one appraisal should be obtained prior to seeking Council authorization in order to provide information to Council members. On large projects, an appraiser will usually be willing to provide a "windshield" estimate for discussion purposes for a nominal amount.
  - E. Initiation of Negotiations. Usually, appraisals of the property should be obtained prior to the initiation of negotiations.
    1. Project Information to Owners. Prior to the initiation of negotiations with a property owner, informal discussions regarding the project may take place unless otherwise restricted by applicable HUD or DOT regulations. At a minimum, the owner should be informed about the possible need for real property and the nature of the project during the informal discussions. It should also be determined whether the owner would be willing to donate the property at this stage.
    2. DOT Projects. If DOT URRPA Act regulations apply, the property must be appraised and the property owner given an opportunity to accompany the appraiser prior to the formal "initiation of negotiations".
    3. HUD Projects. HUD requires that the owner must be given a preliminary acquisition notice not later than the time the owner is invited to accompany the appraiser on the appraisal inspection. See Exhibit "P". This notice should simply inform the owner of the City's interest in acquiring the real property; that this notice is not a notice to vacate or relocate and does not establish relocation eligibility and should include the most recent edition of the brochure "When A Public Agency Acquires Your Property". This brochure is available from the HUD Area Office in Chicago, 547 West Jackson Boulevard, Chicago, Illinois 60606, 312/886-0103. This preliminary notice is not considered the "initiation of negotiations". Formal "Initiation of Negotiation" should

occur as soon as practicable after just compensation has been determined. HUD also requires that the owner be given an opportunity to accompany the appraiser.

4. Non-URRPA Act Projects. Negotiations may commence on an informal basis when feasible if the URRPA Act does not apply. Formal negotiations should not commence until after appraisals are received.
5. Formal Initiation of Negotiations -- Initial Written Offer. The formal initiation of negotiations is commenced by the City offering to acquire the property. If the URRPA Act applies, the City cannot offer less than the amount determined by appraisals to be just compensation. Formal negotiations should be commenced by the delivery of a written offer to purchase the property signed by the City Manager. See Exhibit "G" and Exhibit "I" for samples.

If the URRPA Act applies, the written offer must be accompanied by a written statement of the basis for the determination of just compensation. See samples attached as Exhibits "H" and "I".

NOTE: If the owner decides to donate the property, refer to Section IV.F. Formal Negotiations, need not be initiated.

- F. Donation of Property. Compensation may be waived by the property owner and the property donated to the City without any formality in the waiver if the URRPA Act does not apply.
  1. HUD Regulations. If the C.I.P. is subject to HUD regulations, the right to an appraisal may not be waived and a waiver of just compensation in writing must be obtained from the owner. See Exhibit "A".
  2. DOT Regulations. If the C.I.P. is subject to DOT regulations, the property owner may waive the requirement that the City obtain an appraisal and may waive just compensation. Any waiver must be obtained in writing. See Exhibit "B".

V. Relocation of "Displaced" Persons.

Relocation of "displaced" persons will be coordinated with other acquisition activities.

- A. Initial Notice of Displacement. If the project is subject to the URRPA Act, the Project Manager will issue notice of displacement to those persons to be "displaced" by the project within thirty (30) days of the initiation of negotiations. See samples attached as Exhibits "J-1", "J-2" and "J-3". Legal will review and approve the forms to be used for the project prior to issuance.
- B. Notice to Tenants. If tenants live on property which is the subject of acquisition, a notice of their right to continue to occupy the property must be sent within thirty (30) days of initiation of negotiations or they will be deemed to have been issued a displacement notice until it is cancelled. See Exhibit "K" for sample notice of right to continue in occupancy. Legal will review and approve the forms to be used.
- C. Ninety (90) Day Notice. If the project is subject to the URRPA Act, the Project Manager will issue to persons "displaced" the ninety (90) day notice of requirement to relocate at least ninety (90) days prior to the date the person is required to relocate in accordance with HUD or DOT regulations unless Legal authorizes less time. Legal will review and approve the forms to be used for the project prior to issuance. See Exhibit "L".
- D. Thirty (30) Day Notice. If the project is subject to the URRPA Act and the ninety (90) day notice did not specify a specific date by which the "displaced" person must relocate, the Project Manager will issue to the displaced persons the thirty (30) day notice to relocated in accordance with HUD or DOT regulations. See Exhibit "M". Legal will review and approve forms for the project prior to issuance.

VI. Completion of Acquisition.

During the negotiating process, additional negotiating authority may be required from the Council. Upon completion of negotiations, Council approval and acceptance of the real property will be required.

- A. Additional Negotiating Authority. If during negotiations offers to purchase requiring additional authorization by the Council are desired, approval of the Council will be sought. The Project Manager will prepare an agenda item including explanation sheet and any necessary Council Bills in consultation with the Legal Department and arrange for placement on the Council agenda. The matter of acquisition of real property may be addressed in closed session; however, an explanation sheet is still required even if only informal acquisition guidance is requested from the Council

in Executive Session. No final action may be taken by Council in Executive Session.

- B. Additional Documents. If additional documents or agreements are needed for the project, Legal will prepare documents for use by the Project Manager.
- C. Final Council Approval. Upon completion of negotiations for a parcel and execution of appropriate conveyances or agreements by the property owners of that parcel, all of those documents will be submitted to Legal for final review and approval prior to Council action. The Project Manager will prepare an agenda item including explanation sheet and Council Bill authorizing any necessary agreement and accepting conveyances. See sample Council Bill, Exhibit "N". The Project Manager will arrange for placement on the Council agenda through the City Manager's Office.
- D. Formal Exchange of Conveyance for Money (Closing).
  - 1. The Project Manager will process "new vendor" forms, purchase orders and complete all other City procedures necessary to obtain checks to pay for conveyances. Payment will not be made for any property unless the documents necessary to convey the desired property interest are completed, signed and approved as signed by the Legal Department.
  - 2. If the owner will not deliver the documents without payment, the Project Manager will arrange for the exchange of payment and documents. This is usually referred to as a "closing". The Project Manager must arrange for the Assistant City Attorney assigned to the project to attend the closing. The Project Manager will arrange for the checks in the amounts and in the names of the persons or entities as directed by the Assistant City Attorney to be available at closing for delivery. The Assistant City Attorney is responsible for conducting the closing on behalf of the City. Refer to the Section of this AP on Recording of Deeds, Easements and Obtaining Tax Exemptions for completion of the process after closing.
- E. Property and Liability Insurance.
  - 1. The Project Manager will notify DFIS that the property has been acquired and ask DFIS to acquire liability and, if any structures are located on the property, property damage insurance for the property. The Project Manager will provide copies of the appraisals previously received regarding the value of any building or contents which were acquired as part of the transaction, and indicate the items included in the appraisal which were not acquired and those items which the

City intends to remove or demolish and the timetable for removal or demolition.

2. DFIS will contact the City's insurance agent to complete necessary forms to add property to the City's insurance policy.

F. Title Insurance. If a title insurance commitment was or should have been obtained on the property (see Section of this AP on Title Search Work), then upon recording of the conveyance documents, the Project Manager shall order a title insurance policy from the company which provide the title commitment in the amount directed by the Assistant City Attorney. At the time the title insurance policy is obtained, the bill for the policy should be paid by the Project Manager.

#### VII. Eminent Domain.

If real property necessary to the project cannot be obtained after reasonable attempts to negotiate the acquisition, acquisition by the use of eminent domain may be pursued.

A. Referral to the Legal Department. If the Project Manager cannot negotiate acquisition of a necessary parcel after reasonable efforts to reach agreement, Legal will be notified that the use of the power of eminent domain is necessary.

B. Council Authorization of Eminent Domain Proceedings. If Council has not previously authorized the use of eminent domain power for acquisition of a parcel, the Department responsible for negotiations will prepare the Council Bill and explanation sheet. See Exhibit "D" for sample Council Bill. The Project Manager will arrange for placement of the item on the Council agenda through the City Manager's Office.

C. Acquisition While Eminent Domain Proceedings Are Pending. Upon referral of a parcel to the Legal Department for eminent domain action and approval of the Council of eminent domain proceedings, the Legal Department will be responsible for all negotiations for acquisition of that property. The Project Manager will assist in acquisition through eminent domain as directed by the Legal Department. The Project Manager will continue to be responsible for relocation activities in connection with that parcel but will coordinate the issuance of any required thirty (30) day relocation notice with the Legal Department.

- D. Payment of Award. The Legal Department will obtain authority from the City Council to pay the judgment entered in the eminent domain proceeding.

VIII. Recording of Deeds, Easements and Obtaining Tax Exemptions.

A. Recording Conveyance Documents.

1. City Clerk - Depository of Conveyances. The executed originals of all conveyance documents, including deeds, easements and contracts, will be sent to the City Clerk by the Project Manager for maintenance as part of the permanent records of the City.
2. Recording of Conveyance -- Acceptance by Council. The City Clerk will record all conveyances of permanent interests in land after the interest has been accepted by the City Council. If the interest is a transfer of full ownership (fee simple interest), a completed real estate transfer tax form (see attached Exhibit "Q") will be prepared by the Project Manager. This will be sent to Legal for review with the Council Bill accepting the conveyance. The Legal Department will send the original conveyance instrument and the real estate transfer tax form to the City Clerk to be filed with the County Recorder's Office at the time the conveyance is recorded.
3. Recording of Documents -- Acceptance by Council Not Necessary. If acceptance after conveyance of the full ownership interest in the parcel by Council is not necessary because of their prior approval of the transaction, the Legal Department will cause the conveying documents and real estate transfer tax form to be recorded and filed with the County as soon as possible to avoid title problems. The Legal Department will send the original of the recorded deed to the City Clerk upon its return by the County Recorder's Office.

B. Real Estate Tax Exemption.

1. Completion of Tax Exemption Request Form. If the City obtains full ownership (fee simple interest) in a parcel, the Project Manager will prepare a Real Estate Tax Exemption Form for the parcel. See Exhibit "O". The Project Manager will indicate on the form that all correspondence should be directed to the City Clerk. The Real Estate Tax Exemption Form will be given to the City Clerk to be filed at the earliest of the acceptance of the transfer of property by the Council or the recording of the deed.

2. Upon receipt of the Real Estate Tax Exemption Request Form, the City Clerk will file the same with the County Board of Review and notify the Legal Department. The City Clerk will keep a copy of the Exemption Request with a notation as to the date the Real Estate Tax Exemption Request Form was filed. Upon receipt of correspondence concerning the grant or denial of the exemption, the City Clerk will forward a copy of the correspondence to the Legal Department. The Legal Department is responsible for any additional necessary activities to obtain a final resolution of the exemption status.
3. If no response to the tax exempt request has been received by the City Clerk within six (6) months of the request being filed, the City Clerk will check on the status of the request with the County Board of Review and notify the Legal Department of the results.

C. Indexing of Property in Which City Has an Interest.

1. The Project Manager and the Legal Department will cause the permanent parcel index number for any tract which is transferred to the City to be referenced in the conveying document and any Council Bill accepting the same.
2. The City Clerk will maintain an inventory of property acquired by the City which will include among other information the permanent parcel number for the tract and Council Bill accepting the conveyance or authorizing the acquisition and acceptance of the conveyance if a separate Council Bill accepting the conveyance is not used.

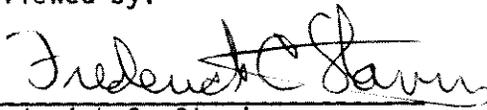
IX. Advertisement and Award of Construction Contract.

Construction bids will not be solicited and Council will not be requested to award a contract for the construction of a project requiring acquisition of real property until the Project Manager has determined that all parcels have been acquired and all persons and property that must be moved from the property prior to commencement of construction have moved or a satisfactory binding agreement for removal prior to commencement of construction has been entered into.

Prepared by:

  
 Mary Ann Midden  
 Assistant City Attorney

Reviewed by:

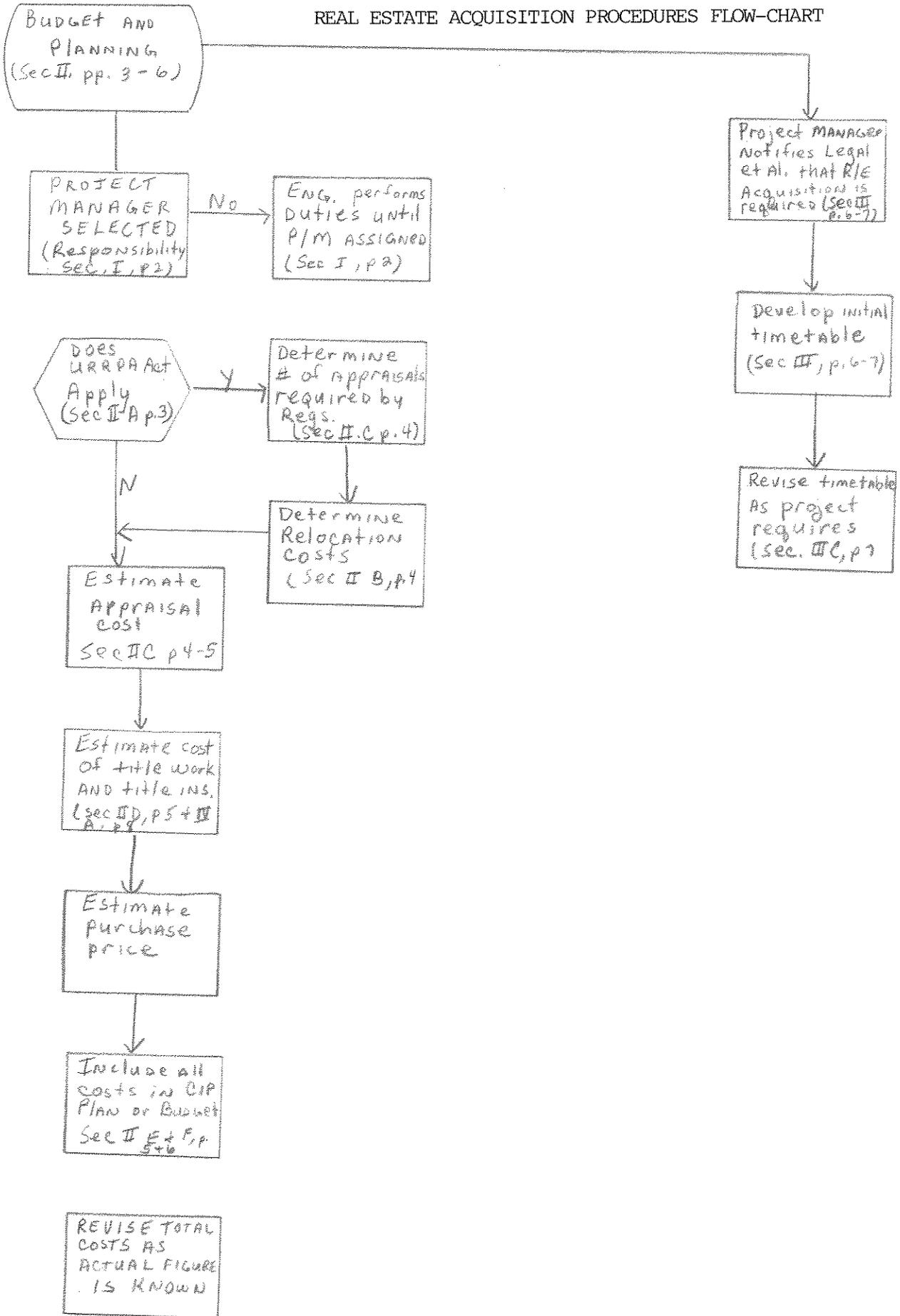
  
 Frederick C. Stavins  
 City Attorney

APPROVED BY:

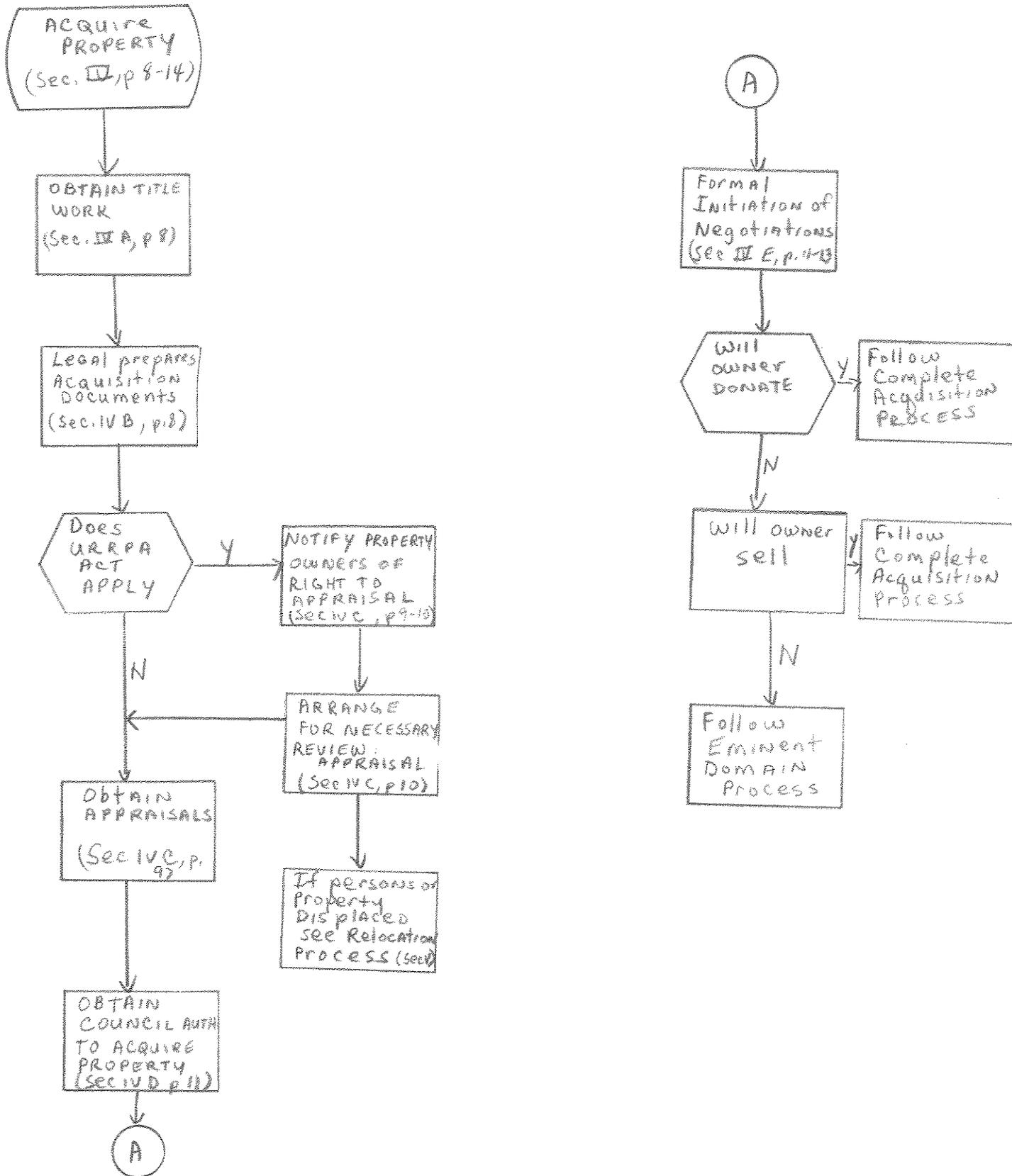
  
 Steven C. Carter  
 City Manager

MAM/sjw

REAL ESTATE ACQUISITION PROCEDURES FLOW-CHART



REAL ESTATE ACQUISITION PROCEDURES FLOW-CHART



LL

REAL ESTATE ACQUISITION PROCEDURES FLOW-CHART



\* NOTE - DO NOT SOLICIT BIDS OR REQUEST COUNCIL AWARD of contract for construction Project until All property ACQUIRED AND relocation resolved (Sec. IX, p. 22)

## Index of Exhibits

<u>Exhibit</u>	<u>Description</u>
A	Notice and Waiver (HUD Regulations)
B	DOT Waiver of Appraisal Form
C	Notification of Public Works Project Requiring Real Estate Acquisition
D	Ordinance Providing for the Acquisition of Real Property - _____ Project
E-1	City of Champaign Temporary Easement
E-2	City of Champaign Permanent Easement
E-3	Deed of Dedication
E-4	Grant of Right-of-Way
E-5	Warranty Deed
F-1	Agreement for Appraisal Services
F-2	Agreement for Appraisal Services (Acquisition)
G	Offer Letter to Property Owner
H	Basis for Determination of Just Compensation (HUD Format)
I	Summary of Right-of-Way Acquisition and Offer to Purchase (DOT Form)
J-1	Guideform Notice of Displacement - 180-Day Homeowners
J-2	Guideform Notice of Displacement - Residential Tenants Only
J-3	Guideform Notice of Displacement - Businesses
K	Guideform Notice of Right to Continue in Occupancy
L	Ninety Day Notice

M Thirty Day Notice

N A Resolution Accepting Certain (Deeds)  
(Easements)

O Application to County Board of Review for  
Property Tax Exemption

P Notice to Property Owner of City's Preliminary  
Interest in Acquiring Real Property

Q Real Estate Transfer Declaration

**NOTICE AND WAIVER**

(HUD Regulations)

The undersigned desires to donate to the City of Champaign for the construction and maintenance of \_\_\_\_\_ ("Project") [an easement, a copy of which is attached.] [certain real property described in the attached Exhibit "A".]

The City of Champaign has informed the undersigned that pursuant to the HUD regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), I (we) am (are) entitled to just compensation for said [easement] [real property] in the amount of \$\_\_\_\_\_. The undersigned understands that s/he/we cannot be required to donate said property or sell it to the City at less than the amount determined to be just compensation.

The undersigned freely and voluntarily waives any and all right to just compensation and freely and voluntarily donates said property to the City.

GRANTOR/OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

GRANTOR/OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**Exhibit "A"**

**DOT WAIVER OF APPRAISAL FORM**

Dear (Property Owner):

(Project Description and Description of Required Property)

In order to comply with State and Federal policies, I must inform you of your right to have the required property appraised and to receive just compensation in the full amount of the approved appraisal. You may, if you so desire, donate the necessary right-of-way.

Sincerely,

(Title)

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

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal. However, I wish to donate the necessary right-of-way.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**Exhibit "B"**

TO: City Attorney

FROM: (Project Manager)

NOTIFICATION OF PUBLIC WORKS PROJECT  
REQUIRING REAL ESTATE ACQUISITION

1. Project Title:
2. Project Description (Brief):
3. Source(s) of Funds:

HUD	IDOT	Revenue Sharing	TIF
_____	_____	_____	_____
Capital Improvement		MFT	Other
_____		_____	Describe: _____
			_____

4. Project Manager:
5. Project Engineer:
6. Number of Parcels to be acquired:
7. Are all legal descriptions attached? \_\_\_\_\_. If no, please explain:
8. Will any persons be "displaced"? \_\_\_\_\_. If yes, on which parcels:
9. Other Departments involved in project:

**Exhibit "C"**

COUNCIL BILL NO. -

AN ORDINANCE

PROVIDING FOR THE ACQUISITION OF  
REAL PROPERTY - \_\_\_\_\_ PROJECT  
(Description of Property, e.g. Street Address)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN,  
ILLINOIS, as follows:

Section 1. That it is hereby determined that it is necessary and desirable that a \_\_\_\_\_ be laid out, established, constructed and maintained in an area commencing at (Project area to be acquired), as more particularly described in Exhibit "A", which is attached hereto and incorporated herein.

Section 2. That it is hereby determined that it is necessary and desirable that the City of Champaign acquire title to and possession of the real property described in Exhibit "B", which real property is necessary, required and needed for \_\_\_\_\_ purposes and lies wholly within the City limits of Champaign.

Section 3. That the City Manager is authorized, empowered and directed to negotiate for and on behalf of the City of Champaign with the owner or owners of said real property for the purchase thereof by the City of Champaign.

**Exhibit "D"**

10. Date and time for initial meeting to develop timetable and assign duties:

---

TO BE FILLED IN BY DEPARTMENT HEAD

TO: Project Manager

FROM:

Representative of \_\_\_\_\_ Department assigned to above project  
is \_\_\_\_\_.

Section 4. In the event that the City Manager and the owners of said property are unable to agree as to the compensation to be paid therefor, then title to and possession of said real property as described in Exhibit "B" shall be acquired by the City of Champaign through eminent domain, and the City Attorney is hereby authorized, empowered and directed to institute proceedings in any court of competent jurisdiction to acquire title to and possession of said property for the City of Champaign, in accordance with the laws of the State of Illinois.

Section 5. That this Ordinance shall take effect immediately upon its passage, it being determined that it is urgent that this Ordinance take effect at the earliest possible date.

Section 6. That the City Clerk is hereby directed to send a certified copy of this Resolution to the (Project Manager) and the City Attorney.

COUNCIL BILL NO. -

PASSED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

the approximate level and condition existing at the place of the construction before the commencement thereof; and shall remove from the above described real estate all surplus soil and debris resulting from said construction work. The "approximate elevations" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable to or better than that now existing.

The GRANTEE, or its contractor, in consideration of the granting of this easement and as a condition of such grant, will repair or replace to conform as nearly to the original condition as is reasonable, at no cost to the GRANTOR(S), any fence, driveway or sidewalk that is damaged, destroyed, or disturbed during the construction of said improvements. If the original surface condition was that of a grassy area, then the GRANTEE, or its contractor, shall prepare such surface area for reseeding with grass, and shall reseed and fertilize the area disturbed by the construction. The GRANTOR shall be responsible for the watering of the reseeded area.

4. That the GRANTOR(S) shall be privileged to remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, prior to the construction of the said improvements, it being understood that the GRANTEE may remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, during the construction of the said improvements; and shall not be obligated to replace small portable structures, trees, bushes, shrubs and plants of any kind, or any portion of the easement area which may be removed or damaged.

5. Consideration herein shall be full payment for any damages to GRANTOR's land, or successors and assigns, by reason of the construction, improvement or repairs of the improvements referred to herein.

6. That time shall be of the essence of this easement and that the terms and conditions hereof shall extend to and be obligatory upon the heirs, executors, and administrators and assigns of the GRANTOR(S) and upon the GRANTEE and its successor and contractors until the construction of said improvements has been completed.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

CITY OF CHAMPAIGN, ILLINOIS

TEMPORARY EASEMENT

THE GRANTOR(S),

of the City of Champaign, in the County of Champaign and State of Illinois, for and in consideration of \_\_\_\_\_ in hand paid and other good and valuable consideration, and the conditions and agreements hereinafter contained, hereby give, grant and convey to the GRANTEE, the City of Champaign, Illinois, a municipal corporation, a temporary working easement, privilege, right and authority to do and conduct all activities necessary for the construction, improvement, or repair of

\_\_\_\_\_ and appurtenances to any of the same, located upon or adjacent to the land of the GRANTOR(S), described as follows:

(Legal Description)  
(Part of Permanent Parcel Number and common address)

all situated in the City of Champaign, County of Champaign, and State of Illinois, which is part of the project known as [project name and identification].

In consideration of the grant of easement herein contained, the parties hereby agree to the following terms and conditions:

1. That the GRANTOR(S) shall retain all rights not herein granted, to the ownership, use and occupation of the above described easement area, except that during the period of construction, improvement or repair of said improvements, the GRANTEE shall have exclusive use of the easement area for said construction work.
2. That all materials or equipment used in the construction of said improvements and all surplus soil and debris excavated in the course thereof, may be transported to or from and be used upon the site of said construction work, on and across the above described real estate.
3. That the GRANTEE, or its contractor, shall refill the excavations so that the surface of the above described real estate shall be restored to

**Exhibit "E-1"**

soil and debris resulting from any such construction work and shall prepare such surface area for reseeding with grass. The GRANTEE, or its contractor, shall reseed and fertilize the area disturbed by the construction. The GRANTOR(S) shall be responsible for the watering of the seeded area. The "approximate elevation" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable with that now existing.

[\*That the GRANTEE, or its contractor, in consideration of the granting of this easement and as a condition of such grant, will repair or replace to conform as nearly to the original condition as is reasonable, at no cost to the GRANTOR(S), any fence, driveway or sidewalk that is damaged, destroyed, or disturbed during the construction or maintenance of said improvements.]

4. That the GRANTOR(S) shall be privileged to remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, prior to the construction or maintenance of the said improvements; it being understood that the GRANTEE may remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, during the construction or maintenance of the said improvements; and shall not be obligated to replace small portable structures, trees, bushes, shrubs and plants of any kind, on any portion of the easement area which may be removed or damaged, but that the GRANTEE will take reasonable measures for the protection of any shrubbery or trees which may be thereon.

5. Consideration herein shall be full payment for any damages to GRANTOR's land, by reason of installation, operation and maintenance of the improvements referred to herein, and that this grant shall constitute a covenant which runs with the land, and shall be binding upon the heirs, executors, administrators, and assigns of the GRANTOR(S), and the terms and conditions hereinabove set forth shall be binding upon the GRANTOR(S), and the GRANTEE.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
A.D. 19\_\_\_\_.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

\*Optional provision depending on circumstances of project.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person\_\_ whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_he\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exempt under Paragraph b, Section 4, of the Real Estate Transfer Tax Act.

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

\_\_\_\_\_  
Agent for Grantee

ACCEPTED: City of Champaign, Illinois, a municipal corporation

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Name of Project or Subdivision

PERMANENT EASEMENT --

(Type of Improvement)

THE GRANTOR(S),

of the City of Champaign, in the County of Champaign and State of Illinois, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid, and the conditions and agreements hereinafter contained, hereby give, grant and convey to the GRANTEE, the City of Champaign, Illinois, a municipal corporation, a perpetual easement, privilege, right and authority to erect, construct, install, and/or lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a (hereafter improvement) over, and through the land of the GRANTOR(S), as described as follows:

(Legal Description)

(Part of Permanent Parcel Number and common address)

all situated in the City of Champaign, County of Champaign, and State of Illinois, together with the right of ingress and egress over the adjacent lands of the GRANTOR(S) for the purposes of this easement.

In consideration of the grant of easement herein contained, the parties hereby agree to the following terms and conditions:

1. That the GRANTOR(S) shall retain all rights not herein granted, to the ownership, use and occupation of the above described easement area, except that the GRANTOR(S) shall place no permanent buildings or structures over the said improvement as finally constructed, nor deny or impair the GRANTEE access thereto for purposes of maintenance, repair or replacement thereof. During the period of construction or maintenance of said improvement, the GRANTEE shall have the exclusive use of the easement area for said construction or maintenance work.

2. That all materials or equipment used in the construction and/or maintenance of said improvement, and all surplus soil and debris excavated in the course thereof, may be transported to or from and be used and stored upon the site of said construction or maintenance work, on and across the easement area, and over the remainder of the GRANTOR(S)'s property immediately adjacent to the work being performed. GRANTOR shall not restrict GRANTEE's access to the work.

3. That the GRANTEE, or its contractor, shall refill the excavations and restore the surfaces within the easement area to the approximate elevations and conditions existing at the place of construction before the commencement thereof and shall remove from the easement area all surplus

**Exhibit "E-2"**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ ,  
personally known to me to be the same person whose name \_\_\_\_\_  
is/are subscribed to the foregoing instrument, appeared before me this day  
in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument as \_\_\_\_\_ free and voluntary act, for the uses and  
purposes therein set forth, including the release and waiver of the right of  
homestead.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Accepted by the City of Champaign by action of the City Council of the  
City of Champaign on \_\_\_\_\_ by Council Bill No.  
(Date)

\_\_\_\_\_.

\_\_\_\_\_  
City Clerk

MAIL TO:

City Clerk  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820

DEED OF DEDICATION

The Undersigned Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt whereof is acknowledged, do hereby grant, convey, and dedicate unto the City of Champaign, a municipal corporation of the County of Champaign and State of Illinois, the following described real estate which is shown on the attached plat and further described as: . . .

[Legal Description]

[Permanent Parcel Number and common address]

The Grantor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State.

Subject to all previous easements.

Witness the hand and seal of the Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF CHAMPAIGN            )

I, the undersigned, a Notary Public in and for said County and State afore-said, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
(Name typed or printed)  
Notary Public for the State of Illinois

Accepted: \_\_\_\_\_

\_\_\_\_\_  
(City of Residence) \_\_\_\_\_ County

Attest: \_\_\_\_\_

GRANT OF RIGHT OF WAY

The Undersigned Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt whereof is acknowledged, do hereby grant, convey, and dedicate unto the City of Champaign, a municipal corporation of the County of Champaign and State of Illinois, an easement and right-of-way for highway and road purposes for the real estate which is shown on the attached plat and further described as:

[Legal Description]

[Permanent Parcel Number and common address]

The Grantor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State.

Subject to all previous easements.

Witness the hand and seal of the Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS            )  
                                  ) ss.  
COUNTY OF CHAMPAIGN      )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Name typed or printed)  
Notary Public for the State of Illinois

\_\_\_\_\_, \_\_\_\_\_ County  
(City of Residence)

Accepted: \_\_\_\_\_

Attest: \_\_\_\_\_

Exhibit "E-4"



# WARRANTY DEED

THE GRANTOR, \_\_\_\_\_

of the \_\_\_\_\_ of \_\_\_\_\_, in the County  
of \_\_\_\_\_, and State of \_\_\_\_\_,

for and in consideration of Ten Dollars (\$10.00) and other good and  
valuable consideration in hand paid, CONVEY AND WARRANT to  
the GRANTEE, \_\_\_\_\_

of the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State  
of \_\_\_\_\_, the following described real estate:

- Subject to: (1) Real estate taxes for the year 19\_\_\_\_ and subsequent years;  
 (2) Covenants, conditions, restrictions and easements apparent or of record;  
 (3) All applicable zoning laws and ordinances;

situated in the County of Champaign and State of Illinois hereby releasing and waiving all rights under and by virtue  
of the Homestead Exemption Laws of the State of Illinois.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS }  
CHAMPAIGN COUNTY } SS

I, the undersigned, a Notary Public in and for said County and State  
aforesaid, DO HEREBY CERTIFY, that

personally known to me to be the same person whose name \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said  
instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes  
therein set forth, including the waiver of the right of homestead.

(SEAL)

Given under my hand and Notarial Seal, this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

Deed Prepared By: _____	Send Tax Bill To: _____
Exempt under provisions of Paragraph _____, Section 4, Real Estate Transfer Tax Act.	
Date _____	Signature _____ <small>Buyer, Seller or Representative</small>

Exhibit "E-5"

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

**EXHIBIT 1**

(a) An appraisal report on each of the following parcels consisting of an original and \_\_\_\_\_ copies prepared on a standard Appraisal Report Form, or in such form as may be approved. Completed appraisal reports will be delivered to the City within a reasonable time and in no event more than \_\_\_\_\_ days after the date of such acceptance.

Parcel No.	Report Form No.	Rate	Parcel No.	Report Form No.	Rate
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(b) rate each half day or fraction thereof for time spent in pretrial conferences and depositions \$ \_\_\_\_\_

(c) rate each half day or fraction thereof for time spent in court \$ \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

**AGREEMENT FOR APPRAISAL SERVICES**

1. This Agreement is made between the City of Champaign, Illinois, hereafter "City", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereafter "Appraiser", for the furnishing to the City for its use certain appraisal services described on Exhibit 1 attached hereto and made a part hereof for the project and rates set forth on said Exhibit.

2. Appraisal reports called for on said Exhibit 1 will be prepared independently of any other appraiser employed under a similar proposal to furnish appraisal services on said project and personally by the following named individual or individuals whose qualifications have been approved by the City: \_\_\_\_\_

3. The City will furnish to Appraiser parcel plats, legal descriptions and ostensible owner.

4. Appraiser acknowledges for himself/herself and the individual or individuals designated in Item 2 above that (s)he or they are familiar with the contents of the affidavit attached hereto as Exhibit 2 and agrees that the individual or individuals designated in Item 2 as preparing the appraisal report will execute such an affidavit for each parcel appraised as well as personally making a physical inspection of said parcel.

5. It is understood that appearances in court and pretrial conferences may be required in relation to the appraisal services called for herein and it is agreed that such appearance or appearances shall be made upon request of the City or its trial counsel.

6. Appraiser will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by the City or upon court order. Appraisals shall be the property of the City.

7. Appraisal reports will be fully documented and contain the fair market value of the whole property, the fair market value of the property taken (including improvements) as part of the whole, the fair market value of the remainder before and after the taking, the damage to the remainder, the compensation for easements and the total compensation.

**Exhibit "F-1"**

appraisal reports which have not been completed and delivered to the City prior to the date of said termination.

15. Appraiser shall comply with the City's Affirmative Action Ordinance.

16. Appraiser will save harmless the City from all claims and liability due to activities of himself/herself, his/her agents or employees and will comply with all Federal, State and local laws and ordinances.

17. Appraiser agrees that this contract or any part thereof will not be sublet or transferred without the written consent of the City.

18. This agreement shall be binding on Appraiser, his/her executors, administrators, successors or assigns, as may be applicable.

19. It is understood and agreed that Exhibits 1 and 2 shall be a part of this contract and Appraiser agrees to be bound by the terms and provisions contained therein.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

APPRAISER:

CITY OF CHAMPAIGN, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT 2

AFFIDAVIT OF APPRAISER

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF             )

\_\_\_\_\_, being duly sworn, deposes and says:

1. That on \_\_\_\_\_ (include all dates), I personally inspected the property herein appraised and that I have afforded the property owner or his or her designated representative the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal and sales data sheets.

2. That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

3. That I understand that such appraisal is to be used in connection with the acquisition of [project description] to be constructed by the City with its funds and/or with the assistance of State or Federal funds.

4. That to the best of my knowledge, such appraisal has been made in conformity with the appropriate State and Federal laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

5. That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

6. That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

7. That I have not revealed the findings of results of such appraisal to anyone other than the proper officials of the City, and I will not do so until so authorized by the City or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

8. The City reserves the right to employ a specialist or specialists to prepare a separate valuation of machinery or other specialty items for use in preparation of the appraisal reports by Appraiser. Such valuation or other data shall be the property of the City and may be made available to Appraiser or others for analysis and incorporation into appraisal reports as may be deemed appropriate by Appraiser or others under any contract for appraisal services.

9. Invoices for appraisal services will be submitted for payment through \_\_\_\_\_ and will show the project number and parcel number or numbers. Invoices for services in connection with pretrial conferences and court testimony will show the items listed above and, in addition, will include a statement of the nature of services performed, and amount of time thereon.

10. Appraiser warrants that (s)he has not employed or retained any company or person, other than a bona fide employee working solely for him/her to solicit or secure this contract, and that (s)he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for him/her, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability.

11. Appraiser hereby certifies for himself/herself and the individual or individuals named in Item 2 above that (s)he has no interest, present or contemplated, in any of the aforementioned parcels. If any conflict or interest arises, (s)he will immediately inform the City and return all material furnished to him/her for re-assignment to others.

12. Any dispute concerning a question of fact arising under this proposal shall be decided by the City Manager and such decision shall be final and conclusive.

13. Changes in the work to be performed under this proposal may be made at any time in writing by the City. If such changes justify an increase or decrease in the charges set forth in the final paragraph thereof, an equitable adjustment shall be made and this contract shall be modified accordingly. Documentation which is considered inadequate will be augmented and errors will be corrected upon request without additional cost.

14. The City may terminate this agreement at any time and for any cause by a notice in writing to Appraiser. In the event of such termination, payment will be made to Appraiser for the appraisals which have been completed. Appraisals in the process of completion shall be compensated for on an equitable basis and all incomplete appraisals and data collected in connection with them shall be turned over and become the property of the City; provided, however, that should this proposal be terminated solely because the progress or quality or work is unsatisfactory as determined by the City, then no payment will be made or demanded by Appraiser for any

8. That my opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, is \$\_\_\_\_\_ based upon my independent appraisal and the exercise of my professional judgment.

\_\_\_\_\_

SUBSCRIBED and SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

[Note: Appraiser must also submit Affidavits of Business Status,  
Non-Collusion and Non-Discrimination]

(e) Influence of Project on Property Value. In forming his opinion(s), the Appraiser shall disregard any decrease or increase in the fair market value of the real property to be acquired, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner. (In the case of a partial acquisition, using the before-and-after method of valuation, the Appraiser's opinion of the value of the remaining not-to-be-acquired portion of the property shall reflect any increase or decrease in value attributable to the project.) If the determination of changes in value caused by the project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on his opinion of value.

ARTICLE 3. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:

- (a) Appraise each parcel and prepare and deliver to the Agency, within \_\_\_\_\_ calendar days after the date of this agreement, \_\_\_\_\_ copies of the appraisal reports conforming to the provisions of this agreement. The Appraiser shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property. The Appraiser shall give the owner or his designated representative an opportunity to accompany the Appraiser during his detailed inspection of the property. If the owner of a compensable interest in the property or a representative of such owner does not accompany the Appraiser during the inspection, the Appraiser shall include in his appraisal report a copy of his notification to the owner of the opportunity to accompany the Appraiser and evidence of the owner's receipt of such notification. In the process of inspecting the property, the Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all factual information and comments furnished by the owner or his representative relevant to the appraisal.
- (b) Testify as an expert witness in behalf of the Agency in any judicial proceeding involving any property appraised under this agreement. Such services shall include such reasonable time as may be required for reinspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with counsel for the Agency, and testifying in the judicial proceeding. The compensation for such services shall be determined in accordance with Article 6.
- (c) Modify or furnish supplements to any appraisal report furnished under this agreement, without additional cost to the Agency, if (1) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the Agency, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report. If there is a significant delay between the date of valuation and the date of acquisition of any parcel or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property to be acquired, or other cause, the Appraiser shall, if requested by the Agency, furnish the Agency a supplementary report updating this valuation and the supporting data and analyses to a current date. The compensation for such updating of an appraisal shall be determined in accordance with Article 6.
- (d) Estimate the value of any right or interest proposed to be reserved by the owner in a property appraised by the Appraiser, such as an easement for access to other property of the owner, the right to continue occupancy for an extended period after the Agency acquires the property, or the right to remove any building, structure, fixture, or other improvement. The compensation to be paid to the Appraiser for furnishing any such valuation shall be determined in accordance with Article 6.
- (e) Consult with the Agency and its legal counsel regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever he is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this agreement. There shall be no charge by any party for such consultations.

ARTICLE 4. Contents of Appraisal Reports. Each appraisal report to be furnished by the Appraiser under this agreement shall contain certain information and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived, as set forth below. A separate report shall be submitted for each parcel. However, if more than one parcel is to be appraised, all general data may be included in a separate data volume that is referenced in the separate appraisal reports on the individual parcels. The appraisal report on each parcel shall include the following:

- (a) A summary headed "Appraisal Report for (name of the Agency)" that provides the following:
- (1) Project name and number.
  - (2) Date of the report.
  - (3) Parcel number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including any tenant-owners.
  - (4) Date(s) of the Appraiser's inspection of the property with the owner(s) or the owner's designated representative, including the name of each owner or representative of an owner who accompanied the Appraiser during his inspection and the interest held in the property or the representative capacity of each such person.
  - (5) The Appraiser's estimate of the fair market value of the entire parcel and the fair market value of the same interest in the land, as if vacant.
  - (6) The limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the Agency, is correct, and (iv) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by the Agency.
  - (7) The certifications of the Appraiser (i) that he personally made a thorough inspection of the property, (ii) that, to the best of his knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted, (iii) that neither his employment nor his compensation is contingent on the valuation reported, and (iv) that he has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.
  - (8) A certification that, in the Appraiser's opinion, the fair market value of the property is (an amount to be stated) as of (the date of valuation).
  - (9) The signature of the Appraiser.
- (b) The name and address of the owner of the property and the name and the address, if known, of any other party known or believed to hold a separate compensable interest in the property.
- (c) The street address and an accurate description of each parcel and all interests in the parcel appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title. The property description shall specifically exclude and describe any separately held interest in the property that is to be acquired separately or as part of another parcel. The description shall also specifically exclude all separately held interests which are not to be acquired and will not be affected adversely by the Agency's project. If there are any separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, a description of each such separate interest and the name of its owner shall be furnished.

## EXHIBIT 1B-2

- (d) Off-record title information concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if available facts are sufficient, the Appraiser's report shall be based on such additional title information and so noted in the appraisal report. Otherwise, the Appraiser shall refer the matter to the Agency and defer completion of the appraisal until the question is resolved.
- (e) Basic property data including pertinent information with respect to such matters as (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land, (3) the assessed value of the real property and the current annual real estate tax burden, (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services, and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) the freedom of the property from special hazards, (8) the current rental and rental history of the property, if rented, (9) the estimated annual costs of ownership and for operation and maintenance of the property, and (10) a description of the buildings, structures, and other improvements, if any, including relevant information as to type of improvement, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such photographs, each clearly identified, as may be appropriate.
- (f) Report of any condition or occupancy of the property in violation of law that may affect the value of the property.
- (g) The Appraiser's opinion as to the highest and best use for the property. The appraisal report shall also include the Appraiser's opinions as to any other use(s) for which the property is reasonably suitable or adaptable. If the property is unused vacant land or the highest and best use is not self-evident or is found to differ significantly from the present use, the appraisal report shall contain the analyses by which the Appraiser reached his conclusions as to the highest and best use and as to the relative suitability or adaptability of the property for any other use(s) for which the property could reasonably be considered to be suitable or adaptable. The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment and the legal and physical attributes of the property for such use, the estimated cost, if any, of converting the property to such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. The analysis of the property for the future use or uses found to be the highest and best use is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with Paragraph 4 (h) below.
- (h) The opinion of the Appraiser as to the fair market value of the property. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching his conclusion as to value and all data and analyses needed to explain and support his valuation. The supporting data and analyses furnished in the appraisal report shall include, the following:
- (1) An analysis of the property, from the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential and the expenses of ownership, maintenance, and operation.
  - (2) An identification of the most recent sale of each property appraised and any other sales of such property during the last (5) years preceding the appraisal. Such sale(s) of the property appraised and all recent sales of comparable properties considered by the Appraiser in forming his opinion(s) of fair market value shall be verified insofar as practical. The information furnished with respect to each such sale shall include, among other pertinent facts, the names of the grantor and grantee, the date of the sale, the sale price, any special terms or conditions or circumstances of the sale that affected the transaction, and a description of the property and its condition at time of sale in sufficient detail for use in making the appraisal.



1376.1

EXHIBIT 1B-2

AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION)

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as the "Agency," and \_\_\_\_\_, hereinafter referred to as the "Appraiser."

WITNESSETH THAT:

WHEREAS, the Agency proposes to acquire certain real property and desires that the Appraiser furnish the Agency certain services with respect to such property, including an appraisal of each parcel of the property, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the services to be provided under this Agreement are necessary to achieve the purposes of \_\_\_\_\_ and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

NOW, THEREFORE, the Agency and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1. Property To Be Appraised. A description of the real property to be appraised, including an identification of any interests in the real property to be specifically excluded from appraisal, are set forth in the attached Exhibit A. A separate appraisal is to be furnished for each "parcel." (The term "parcel" means any tract or contiguous tracts of land in the same ownership, whether any such tract consists of one or more platted lots or a fractional part of a lot. An easement or other separately held interest in two or more parcels shall be considered to be a separate parcel for appraisal purposes and an exception to the title to the parcels so encumbered. An easement in a parcel that is appurtenant to another parcel to be acquired by the Agency shall be considered to be part of such other parcel and an exception to the title of the parcel encumbered.) Each parcel shall be considered to include all right, title, and interest of the owner in or to any adjacent or abutting streets, alleys, or other public rights of way.

ARTICLE 2. Purpose and Basis of Valuations.

(a) Purpose and Significance of Appraisals. The appraisals to be furnished under this agreement are required by the Agency for its guidance in making fair and impartial determinations of fair market value and the just compensation to be offered to each property owner. The Appraiser shall be guided by those objectives when estimating values. Appraisal reports will be reviewed carefully by the Agency. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and his analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how he reached his valuation conclusions.

(b) Appraisal Standards. The appraisals under this agreement shall be based on nationally recognized appraisal standards and techniques to the extent that such principals are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State. Factors relating to race, color, religion, sex or national origin, or to racial, religious and ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(c) Date of Valuation. The Appraiser's valuation shall be as of a date concurrent with the preparation of his report, unless the Agency has specified some other date of valuation.

(d) Relocation Assistance. The Appraiser's analyses and opinions of property value shall not reflect any allowance for the relocation payments and other assistance provided under Title II of the Uniform Act.

- (3) The analyses that constitute the principal basis for the Appraiser's opinion of the fair market value. The appraisal report shall contain the Appraiser's evaluation with respect to previous sales of the property appraised and any recent offer of the owner to sell the property. The appraisal report shall also contain the Appraiser's analysis of each comparable property and its sale in relation to the property appraised. The Appraiser's analysis shall reflect appropriate allowances for the difference in the time of the sale of the comparable properties and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.
- (4) All other information, analyses, and estimates considered by the appraiser to be relevant to the estimation of the fair market value of the property.
- (5) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain the Appraiser's opinion of just compensation for a taking of such property or interest, using the before-and-after method of valuation as interpreted under State law unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of the Appraiser shall be supported in his report by the data and analyses by which he reached his conclusions.

For information purposes, the appraisal report shall also contain the Appraiser's estimates of the fair market value of the to-be-acquired part or interest as part of the whole property and the net damages or benefits to the remaining property of the owner. If in the opinion of the Appraiser, acquisition of the part of, or interest in, the property proposed for acquisition would leave the owner with an uneconomic remnant, the Appraiser shall furnish a separate estimate of the fair market value of a "parcel" comprising both the parcel proposed for acquisition and the uneconomic remnant. (A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it has little or no utility or value to the owner.)

- (6) Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser.
- (7) The Appraiser's evaluation of the indications of value deduced from his separate analyses of the various evidences of value and an explanation of how he reached his final conclusion as to the fair market value of the property.
  - (i) The opinion of the Appraiser as to the fair market value of the land, as if vacant. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of the Appraiser as to its highest and best use, and the Appraiser's analysis of the evidences of value and of the use potential by which he reached his conclusions as to the highest and best use of the land and the land value.
  - (j) A property analysis if the property is a commercial, industrial, institutional, governmental, or farm property that involves substantial quantities and kinds of fixtures such as machinery and equipment. Any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property (even if the improvement is the property of a tenant who has the right to remove it or the obligation to remove it at the expiration of his term). The property analysis must be approved by the Agency before the appraisal is completed and, as approved by the Agency, shall be included as an exhibit in the Appraiser's report. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings as to what is regarded as being real or personal property. Buildings, structures, fixtures and other improvements, including their accessories

and spare parts, shall be identified and classified as to ownership and type of property as follows:

- (1) Ownership.
  - (i) Owner of the land.
  - (ii) Each tenant in occupancy.
  - (iii) Each non-occupant owner of any fixtures or other improvements, or personal property on the premises.
- (2) Type of property.
  - (i) Building, structure, or fixed improvement.
  - (ii) Building equipment, removable.
  - (iii) Fixtures, classified as to whether economically removable for reuse, removable for salvage only, or irremovable.
  - (iv) Personal property, identified as to types and approximate amounts, or otherwise, as needed to prevent misunderstandings as to the classification of any item.

If any building, structure, fixture or other improvement is not to be acquired, will not be adversely affected by the Agency's project, and will not be required by the Agency to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

(k) If machinery and equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitute part of the real property, the appraisal report shall contain a separate schedule which provides separate estimates for each such item, as prescribed below. If there is more than one owner of such items, a separate schedule shall be furnished for each owner. The information and conclusions to be furnished on each item are as follows:

- (1) Description of the item, including, as appropriate, the manufacturer, model and serial number, size or capacity, age and condition, and degree of obsolescence. Accessories and spare parts, special foundations, and power wiring and process piping generally shall be listed separately, following the listing of the item(s) to which they apply.
- (2) Estimate of the replacement cost installed of the item as listed and identified (excluding any elements listed separately). Separately identify the basis of estimated replacement cost (new or used).
- (3) The contributive (enhancement) value of the item to the fair market value of the real property as a whole.
- (4) Estimated fair market value of the item for removal from the property at a purchaser's expense. Such value shall be considered to be the probable selling price if the item were offered for sale for removal from the property at the purchaser's expense, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including salvage for serviceable components and scrap when it appears that will provide the highest value.

The schedule(s) of estimates shall be consistent, with the property analysis approved by the Agency, as provided in Paragraph 4 (j). The Appraiser is permitted to use the services of such technical specialists as may be needed to enable the Appraiser to provide valid estimates and sound valuations. The schedule(s) shall be supported by an explanation of the procedures followed in gathering the necessary market information and technical data. The principal purpose of the Appraiser's accompanying narrative, however, must be to explain his analyses and his evaluations of the dollar amount of the overall contribution of the machinery, equipment, and fixtures to the fair market value of the real property as a whole. The report shall contain any layout plans, sketches, or photographs that are

reasonably necessary for locating or identifying the facilities or illustrating the Appraiser's analyses.

(l) If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas, or mineral rights, and the division of ownership is not of such character as to destroy the practical unity of the property, the Appraiser shall apportion his estimate of the fair market value of the property (all interests in the property to be acquired) to each separately held interest. (However, tenant-owned improvements shall be valued in accordance with Paragraph 4 (m) below.) The report shall contain the data, analyses, and reasoning by which the Appraiser made the apportionment. If the "unit rule" is regarded as not applicable because the division of ownership is such as to diminish the fair market value of the property as a whole, the separate interests involved shall be appraised separately.

(m) Tenant-owned improvements. If any building, structure, fixture, or other improvement to the property is identified as being the property of a tenant who has the right or obligation to remove it at the expiration of his term, the Appraiser's estimate of the fair market value of the improvement shall be the greatest of (1) the amount which the improvement contributes to the fair market value of the property, (2) the in-place value of the improvement as part of the real property (the depreciated replacement cost of the improvement installed), or (3) the fair market value of the improvement for removal from the property at the purchaser's expense. The appraisal report shall state the basis for the valuation of the improvement and furnish the data and analyses on which the valuation was made.

(n) If the property is a multifamily or mixed-use (residential and nonresidential) property and an owner of a compensable interest in the property also occupies a dwelling in the property, the Appraiser shall furnish an apportionment of his estimate of the fair market value of the whole property to such dwelling and to the remainder of the property. For the purpose of this paragraph, an occupant of a dwelling shall be considered to own a compensable interest in the property if he holds fee title, a life estate, a 99-year lease, or a lease with not less than 50 years to run from the date of valuation, or holds an interest in a cooperative housing project which includes the right to occupy the dwelling, or is the contract purchaser of any of the foregoing estates or interests, or has a leasehold interest with option to purchase. The Appraiser's report shall explain how he made the apportionment.

ARTICLE 5. Services To Be Provided by Agency. The Agency agrees to furnish the Appraiser the following:

(a) A map or plat, based on official records, of the property described in Article 1, showing the boundaries and dimensions of the parcels to be appraised. Each parcel shall be designated by a number, and the parcel numbers shown on the Appraiser's reports shall correspond to the parcel numbers shown on the map or plat. However, additional parcel numbers may be assigned by the Appraiser for easements appraised separately or for additional parcels revealed while making the appraisals. The Appraiser shall promptly advise the Agency of any such additions.

(b) An ownership data report for each parcel. That report will show all estates and interests in the parcel as shown of record and consequently shall not be assumed to accurately define the interests to be appraised. The ownership data report on each parcel as shown on the parcel map will include:

- (1) The name (and address, if available) of the owner appearing on record;
- (2) The legal description of the parcel as shown by the conveyance(s) by which the record owner acquired title;
- (3) Identification of the conveyance(s) by which the present owner acquired title, including: the date of the conveyance(s); the date, book and page numbers, and place of recordation; the name (and the address, if available) of the grantor of such conveyance; the stated consideration; the amount of any mortgages or encumbrances placed of record or to which title was subject at time of conveyance (so far as determinable from an examination of the conveyance); and the amount of any State or local transfer taxes that were based on the amount of the consideration;

- (4) Outstanding estates and other rights or interests of record, including easements, use

## EXHIBIT 1B-2

restrictions, mineral rights, leases, and any known, but unrecorded, interests of other parties. Sufficient information shall be furnished to disclose the probable effect of such outstanding interests on the title of the record owner;

- (5) Outstanding special assessments, if any, for public improvements such as streets, sidewalks, public utilities, and similar public facilities;
- (6) The amount of real estate taxes for the current year and the assessed valuation stated separately for land and for improvements.

(c) Legal advice, upon request of the Appraiser, on legal matters affecting the appraisal of any property to be appraised.

ARTICLE 6. Payment. In consideration of the services provided by the Appraiser under this agreement, the Agency agrees to make payments to the Appraiser upon the submission to the Agency of properly certified invoices, as follows:

(a) For appraisal reports accepted by the Agency, and for all other services furnished in accordance with Article 3, except services furnished in connection with judicial proceedings under Paragraph 3(b), the updating of appraisals under Paragraph 3(c), and the valuation of reservations of rights in owners under Paragraph 3(d), the lump sum of \_\_\_\_\_ dollars, which shall constitute full payment to the Appraiser for all of such services and for all supplies, materials, and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in connection with the performance of such services.

(b) For services furnished by the Appraiser in connection with judicial proceedings as provided in Paragraph 3(b) (except services as an expert witness in such a proceeding), the updating of appraisals as provided in Paragraph 3(c), and the valuation of reservations of rights in owners as provided in Paragraph 3(d), \_\_\_\_\_ dollars per hour or fraction of an hour actually engaged in performing the services, including travel time. All expenses of the Appraiser, including travel expense and subsistence, shall be borne by the Appraiser.

(c) For services as an expert witness for the Agency in judicial proceedings as provided in Paragraph 3(b), the Appraiser and the Agency hereby agree that the fair and reasonable compensation for the Appraiser's services shall be \_\_\_\_\_ dollars for each day's attendance in court.

ARTICLE 7. Agreements of Appraiser. As an inducement to the execution of this agreement by the Agency and in consideration of the agreements to be performed by the Agency, the Appraiser agrees that:

(a) Qualifications. The Appraiser is qualified to perform the services to be furnished under this agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. Attached as Exhibit B, is a statement by the Appraiser, certified by him to be true and correct, setting forth his technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this agreement, the courts in which he has testified as an expert witness, and other information pertinent to establishing his technical qualifications.

(b) Solicitation of Agreement. The Appraiser has not employed any person to solicit this agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement.

(c) Interest of Appraiser and Appraiser's Employees. The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Article 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this agreement, any person having any such interest. Until the property is acquired by the Agency or excluded from its project by resolution of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the Agency, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

5/75

## EXHIBIT 1B-2

- (d) Services To Be Confidential. All services, including reports, opinions, and information, to be furnished under this agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Agency, without prior written approval of the Agency, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of his staff or organization divulges any such information except as may be required by law.
- (e) Facilities and Personnel. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of a property appraised under this agreement, the employment of such person or persons for such purpose shall not place the Agency under any obligation of such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished under this agreement.
- (f) Equal Employment Opportunity. During the performance of this agreement:
- (1) The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
  - (2) The Appraiser will, in all solicitations or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (g) Assignment. The Appraiser's rights, obligations, and duties under this agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this agreement to a bank or financial institution. This agreement may be assigned by the Agency to any corporation, agency, or instrumentality having authority to accept the assignment.
- (h) Subcontracting. None of the work or services covered by this agreement shall be subcontracted without the prior approval of the Agency.
- (i) Records. The Appraiser shall maintain records of all details with respect to the services to be performed under this agreement, including one complete copy of each appraisal report and related notes, for three (3) years after delivering the report or until the property is acquired by the Agency or the acquisition is abandoned, whichever is later.
- (j) Affidavits of Compliance. The Appraiser will, if requested by the Agency, furnish the Agency affidavits certifying compliance with the provisions of this Article 7.
- ARTICLE 8. Changes. The Agency, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under this agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall be made in the provisions of this agreement for payments to the Appraiser or for the time for performance of the services or for both, and this agreement shall be modified by agreement of the parties accordingly.
- ARTICLE 9. Termination of Agreement for Cause. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Appraiser shall violate any of the provisions of this agreement, the Agency may upon written notice to the Appraiser terminate the right of the Appraiser to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Appraiser liable for any damages caused to the Agency by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this agreement shall, at the option of the

1376.1

EXHIBIT 1B-2

Agency, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Appraiser, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the agreement by the Appraiser, and the Agency may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the Agency from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his control and without his fault or negligence, but this shall not prevent the Agency from terminating this agreement because of such delay.

ARTICLE 10. Interest of Members of Agency. No member of the Agency shall participate in any decision relative to this agreement affecting, directly, or indirectly, his personal interests. No such member and no other officer, agent, or employee of the Agency having any responsibility or function in connection with this agreement shall have any private interest, direct or indirect, in this agreement or the proceeds of this agreement.

ARTICLE 11. Officials Not To Benefit. No Member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

ARTICLE 12. Notices. Any action by the Agency under this agreement may be taken by \_\_\_\_\_ or such other person(s) as the Agency may, by written notice to the Appraiser, designate for such purpose. All notices to the Appraiser shall be considered to be properly given if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given to the Agency shall be considered to be sufficiently given if mailed, postage prepaid to \_\_\_\_\_, at \_\_\_\_\_ or to such other representative or address as the Agency may designate to the Appraiser in writing.

IN WITNESS WHEREOF, the Agency and the Appraiser have executed this agreement on or as of the date first above written.

\_\_\_\_\_  
(Appraiser)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (ZIP Code)

\_\_\_\_\_  
(Agency)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Dear

The City is planning to [describe project and its purpose]. In order to complete this project, it is necessary to acquire [name type of interest if less than whole temporary easement, permanent easement].

The City offers by this instrument to purchase [a permanent easement over a temporary easement over] the real property owned by you at [common address or description], Illinois, legally described as:

[set forth legal description]

The total purchase price the City offers is [spell] (\$ \_\_\_\_\_), payable upon your conveying said interest by the enclosed instrument to the City.

Title to be delivered to the City shall be marketable title free and clear of all liens, encumbrances, exceptions and reservations except [set forth acceptable defects such as taxes not yet due and payable].

[If URRPA applies, Enclosed is an explanation of the basis by which the amount of this offer was determined].

If you have any questions or wish to discuss acceptance of this offer, please contact me at 351-4\_\_\_\_\_.

Sincerely yours,

cc: City Attorney

**Exhibit "G"**

**BASIS FOR DETERMINATION OF JUST COMPENSATION  
(HUD Format)**

PERMANENT PARCEL NO.:

PROJECT:

ADDRESS:

Just compensation was determined based upon the acquisition of a [permanent easement, temporary easement fee simple interest] in the following described real estate:

[legal description]

commonly referred to as [street address or other common description].

The value on the attached list of buildings and fixtures located on the property were included in the total just compensation offer.

The total just compensation \_\_\_\_\_ is the fair market value estimate set forth in an independent appraisal of the property. Such amount:

1. Is the full amount believed by the City to be just compensation for the property and is not less than the fair market value of the property as determined on the basis of the appraisal(s);
2. Disregards any increase or decrease in the fair market value of the property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner; and
3. Does not reflect any relocation payments or other relocation assistance which the owner is entitled to receive.

The definition of fair market value is the price at which the property would sell for cash under ordinary circumstances assuming the owner is willing to sell and the buyer is willing to buy.

The principal appraisal technique used by the appraiser was the \_\_\_\_\_. [The valuation of the easement area was based on the contribution of the easement land to the total land property since the easement does not include any building area.]

**Exhibit "H"**

[In the case of a tenant-owned improvement, see the amount determined to be just compensation for the improvement and the basis for such determination as set forth in Section 42.111(b) (Just compensation for tenant-owned improvements)]

[If only a portion of a property is to be acquired, an apportionment of the total estimated just compensation for the partial acquisition between --

1. An amount representing just compensation for the real property to be acquired (the amount considered to be the fair market value of the portion to be acquired as part of the whole property); and
2. An amount representing any damages and benefits to the remaining portion of the property. A brief description of such damages and benefits shall also be included.]

SUMMARY OF RIGHT OF WAY ACQUISITION  
AND OFFER TO PURCHASE

(DOT FORM)

Route \_\_\_\_\_  
Section \_\_\_\_\_  
Project \_\_\_\_\_  
Job No. \_\_\_\_\_  
\_\_\_\_\_ County  
Parcel No. \_\_\_\_\_

Owner(s) of Real Property: \_\_\_\_\_  
\_\_\_\_\_

Location of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following summary has been prepared in order to fully inform you of the details of the acquisition of (a portion of) your property as right of way for the proposed (improvement/construction) of \_\_\_\_\_ Route \_\_\_\_\_. The legal description(s) of the parcel(s) to be acquired is (are) found on the attached instrument(s) of conveyance.

The amounts shown below are the full amounts of the approved values and are based on the estimated fair market value of the property. The fair market value of the entire property and of the part to be acquired were estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage (benefit) to the remaining property, if any, was estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total Area \_\_\_\_\_ (acres/sq.ft.) more or less  
Highest and best use as appraised \_\_\_\_\_  
\_\_\_\_\_

Fair Market Value of Entire Property \$ \_\_\_\_\_

2. Land to be Acquired as Permanent Right of Way:

Estate or Interest to be Acquired \_\_\_\_\_

Additional Right of Way \_\_\_\_\_ (acres/sq.ft.)

Existing Right of Way (When applicable) \_\_\_\_\_ (acres/sq.ft.)

Total Right of Way \_\_\_\_\_ (acres/sq.ft.)

3. Major Improvements and All Fixtures to be Acquired:

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4. Compensation for Permanent Right of Way:

Fair Market Value of the \_\_\_\_\_  
(acres/sq.ft.) to be Acquired Including  
all Improvements as part of the Whole  
Property

\$ \_\_\_\_\_

Damage to the Remaining Property as  
a Result of the Acquisition. (If any)

\$ \_\_\_\_\_

Total Compensation for Permanent  
Right of Way

\$ \_\_\_\_\_

Less Cost of Construction to be  
Offset against Total Compensation

\$ \_\_\_\_\_

Net Compensation

\$ \_\_\_\_\_

Benefits in the amount of \$ \_\_\_\_\_  
have been estimated to the remaining  
property. These benefits have been  
offset against any possible damages but  
have not been offset against any part of  
the compensation for the part acquired.

5. Compensation for Removal of Signs  
Located on the Proposed Right of Way:

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\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Total Compensation for Sign Removal

\$ \_\_\_\_\_

6. Compensation for Temporary Easements:

Parcel No. \_\_\_\_\_ - \_\_\_\_\_ (acres/sq. ft.) \$ \_\_\_\_\_  
for \_\_\_\_\_ (State purpose)

Parcel No. \_\_\_\_\_ - \_\_\_\_\_ (acres/sq. ft.) \$ \_\_\_\_\_  
for \_\_\_\_\_ (State purpose)

Parcel No. \_\_\_\_\_ - \_\_\_\_\_ (acres/sq. ft.) \$ \_\_\_\_\_  
for \_\_\_\_\_ (State purpose)

Total Compensation for Easements (when applicable) \$ \_\_\_\_\_

7. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (Sum of 4+5+6). \$ \_\_\_\_\_

8. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

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

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

<u>Improvement</u>	<u>Owner-Retention Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any State highway. Mr. \_\_\_\_\_ will be happy to furnish information for your use in applying for a permit if one is needed.

\_\_\_\_\_  
District Engineer

In behalf of the Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$ \_\_\_\_\_ for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

\_\_\_\_\_  
Realty Specialist

\_\_\_\_\_  
Date

## GUIDEFORM NOTICE OF DISPLACEMENT --180-DAY HOMEOWNERS

## AGENCY LETTERHEAD

(date)

Dear \_\_\_\_\_ :

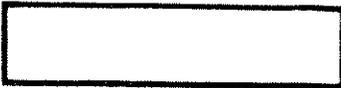
On \_\_\_\_\_ (date), the \_\_\_\_\_ (acquiring agency) gave you a written offer to buy the building at \_\_\_\_\_ (address).  
 The building is the site of \_\_\_\_\_ (identify project).

This is a NOTICE OF DISPLACEMENT. Our records indicate that you are an owner-occupant of this building. To carry out our plans to develop the \_\_\_\_\_ (identify project), it will be necessary for you to move. However, \* YOU DO NOT NEED TO MOVE NOW and cannot be required to move until given a reasonable choice of opportunities to relocate to comparable (affordable) replacement housing. When you do move, you will be entitled to relocation payments and other assistance in accordance with regulations of the Federal Department of Housing and Urban Development (HUD). The effective date of this Notice is \_\_\_\_\_ (date of initiation of negotiations). \*

You are eligible to receive either (1) a payment for actual reasonable moving expenses, or (2) if you prefer, a fixed moving expense payment not to exceed \$300, plus a \$200 dislocation allowance. Also, if you occupied your dwelling for at least 180 days prior to \_\_\_\_\_ (date of initiation of negotiations), you may be eligible for a replacement housing payment to help you buy or rent a home.

Based on a recent survey of the offering prices of available decent, safe and sanitary houses that are comparable to yours, we estimate that you should be able to buy a comparable house for approximately \$\_\_\_\_\_. If you owned and occupied your home for at least 180 days prior to \_\_\_\_\_ (date of initiation of negotiations) and you buy a decent, safe and sanitary replacement house, you may receive a replacement housing payment to cover the following three costs:

- (1) The difference between the amount you were offered for your present home (\$\_\_\_\_\_) and the cost of a decent, safe and sanitary replacement home. (Based on our estimate of the cost of a comparable decent, safe and sanitary home, you may be eligible for an amount up to \$\_\_\_\_\_ for this purpose).



GUIDEFORM NOTICE OF DISPLACEMENT —RESIDENTIAL TENANTS ONLY

AGENCY LETTERHEAD

(date)

Dear \_\_\_\_\_ :

On \_\_\_\_\_ (date) , the \_\_\_\_\_ (acquiring agency) submitted a written offer to buy the building at \_\_\_\_\_ (address) .  
The building is the site of \_\_\_\_\_ (identify project) .

This is a NOTICE OF DISPLACEMENT. Our records indicate that you are an occupant of this building. To carry out our plans to develop the (identify project) , it will be necessary for you to move. However, YOU DO NOT NEED TO MOVE NOW and cannot be required to move until given a reasonable choice of opportunities to relocate to comparable (affordable) replacement housing. When \* you do move, you will be entitled to relocation payments and other assistance in accordance with regulations of the Federal Department of Housing and Urban Development (HUD). The effective date of this Notice is (date of initiation of negotiations).

You are eligible to receive either (1) a payment for actual reasonable moving expenses, or (2) if you prefer, a fixed moving expense payment not to exceed \$300, plus a \$200 dislocation allowance. Also, if you occupied your dwelling for at least 90 days prior to (date of initiation of negotiations) , you may be eligible for a replacement housing payment to help you rent or buy a home.

Based on a recent survey of the local rental market, it appears that the cost to rent, an available decent, safe and sanitary dwellings similar to yours is presently about \$ \_\_\_\_\_ per month including utility charges. If you must pay that amount to rent another dwelling, you may receive a one-time rental assistance payment of \$ \_\_\_\_\_. Should you choose to buy a home, we estimate that you could qualify for a downpayment assistance payment up to \$ \_\_\_\_\_. A member of our staff will provide you with specific information on replacement housing soon.\*

I am enclosing a booklet titled, "Relocation Assistance to Displaced Tenants." Please read the booklet carefully. It explains your rights and some things you must do to obtain a payment. (For example, to obtain a replacement housing payment, you must move to a decent, safe and sanitary home within one year after you vacate your present dwelling.)

\* If specific information on available comparable replacement housing is provided to the displaced person, this paragraph should be modified to include information on the rental (or price, if person elects to buy), size and location of the unit.

\*

- (2) Payment of any costs incidental to the settlement on your new home.
- (3) The increased cost of interest on the mortgage(s), if any, on your present home.

However, your total replacement housing payment is limited to \$15,000, if you buy a replacement home. Should you wish to rent (rather than buy) a comparable house, our best estimate at this time is that you could qualify for a one-time replacement housing payment of \$\_\_\_\_\_ covering rental assistance needs. A member of our staff will provide you with specific information on replacement housing soon.\*

I am enclosing a booklet titled, "Relocation Assistance to Displaced Homeowners." Please read the booklet carefully. It explains your rights and some things you must do to obtain a payment. (For example, to obtain a replacement housing payment, you must move to a decent, safe and sanitary home within one year after you vacate your present dwelling.)

I want to make it clear that you will receive assistance to help you relocate. In addition to payments and housing referrals, counseling and other services are available to you.

A representative of this office will contact you soon to determine your needs and preferences and to help you find and relocate to comparable replacement housing. He (She) will explain your rights and help you obtain the relocation payments and other assistance for which you are eligible.

In the meantime, if you have any questions, please call \_\_\_\_\_ (name) \_\_\_\_\_ (title) \_\_\_\_\_. He (She) can be reached at \_\_\_\_\_ (phone) or \_\_\_\_\_ (address) \_\_\_\_\_. We are sure that Mr. (Ms.) \_\_\_\_\_ can answer your questions. This information is of importance to you and should be carefully filed for safekeeping.

Sincerely,

Enclosure

\* If specific information on available comparable replacement housing is provided to the displaced person, this paragraph should be modified to include information on the price (or rental, if person elects to rent), size and location of the unit.

\*





GUIDEFORM NOTICE OF RIGHT TO CONTINUE IN OCCUPANCY  
 (This Notice can only be given to residential tenant-occupants)

AGENCY LETTERHEAD

(date)

Dear \_\_\_\_\_:

On \_\_\_\_\_ (date), the \_\_\_\_\_ (acquiring agency) submitted a written offer to buy the building which you occupy at \_\_\_\_\_ (address).

This is a NOTICE OF RIGHT TO CONTINUE IN OCCUPANCY. If the (agency) completes the purchase of the building, you will be able to continue as an occupant. We urge you NOT TO MOVE anywhere at this time, because if you move for reasons of your choice, the (agency) will not be obligated to provide you assistance.

This Notice guarantees you the following:

1. The right to lease and occupy a decent, safe and sanitary dwelling, which will be either your present dwelling or a comparable decent, safe and sanitary dwelling in the same building (or (specify contiguous building on same site)) for a period of at least 4 years, beginning on the date you are able to occupy a rehabilitated apartment. Of course, you must comply with the terms of the lease in order to remain.
2. Your monthly rent during the four-year period, including estimated costs for utilities, will not exceed 25% of the present monthly gross income of all adult members of your household.
3. If you must move so that repairs can be completed, (a) only one temporary relocation can be required, (b) the temporary relocation cannot exceed one year, (c) suitable housing will be made available to you for the temporary period, and (d) the (agency) will pay all of your reasonable extra expenses, including all moving costs and any increase in rent caused by the temporary relocation.
4. If you are required to vacate your dwelling during the 4-year period for any reason, other than for cause, or if any one of the other conditions of this guarantee are not met, you will automatically be considered to have been issued a "Notice of Displacement." That notice would entitle you to relocation payments and other relocation assistance, including payment for

**NINETY DAY NOTICE**

Dear

As you know, the City is in the process of acquiring \_\_\_\_\_ [street address] at which (you reside) (you operate a business) (property you own is located) [which you lease for your (residence)(business)]. Upon acquisition of this property, the City will require you to vacate the property. The City will not require you to vacate the property before [earliest date].

This is the earliest date the City will require you to vacate the property. The City will give you at least thirty (30) days prior written notice of the exact date by which you will be required to vacate this property.

Sincerely,

**Exhibit "L"**

1376.1

EXHIBIT 1C-5

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moving expenses and, if eligible, a replacement housing payment up to \$4,000 to help you rent or buy a home. Details about that relocation assistance can be obtained from this office or the Federal Department of Housing and Urban Development. (NOTE: Destruction of a dwelling unit by fire or natural disaster that is not within the control of the (agency) or the property owner does not constitute a violation of a commitment under this notice and does not result in eligibility for relocation assistance.)

This NOTICE OF RIGHT TO CONTINUE IN OCCUPANCY is important. Please keep in a safe place for further reference.

A member of this office will soon contact you. In the meantime, if you have any questions about our plans for the building or your right to continue as an occupant, please contact (name),  
(title). He (She) can be reached at  
(phone) or (address). We are sure  
that Mr. (Ms.) (name) can answer your questions.

Sincerely,

Dear \_\_\_\_\_ :

The City of Champaign is preliminarily interested in acquiring the following described [real property, easement, right-of-way] which is located [describe using address or other common description]. This property might be needed for [describe project].

The City will have an appraisal of this property made in order to determine just compensation. The appraiser will contact you and arrange for you to accompany him or her during the appraiser's inspection of the property, if you so desire.

This notice is only a notice of the City's preliminary interest in acquiring this property and does not establish eligibility for relocation payments or relocation assistance under HUD regulations. Enclosed is a brochure entitled "When a Public Agency Acquires Your Property", which explains some of your rights if the City decides to acquire your property.

If you have questions regarding the project or if you would like to discuss the possibility of donating this property to the City in order to facilitate this project, please contact \_\_\_\_\_ at 351-44

Sincerely yours,

cc: Legal Department

**Exhibit "P"**

12. Enter the use, square feet of ground area, and number of stories in each building:

Bldg. 1 -	Use _____	Square Feet _____	No. of Stories _____	Basement? (Y/N) _____
Bldg. 2 -	Use _____	Square Feet _____	No. of Stories _____	Basement? (Y/N) _____
Bldg. 3 -	Use _____	Square Feet _____	No. of Stories _____	Basement? (Y/N) _____

13. Is any income derived from this property? Yes  No

If "Yes," explain. \_\_\_\_\_

14. Is the property owned by a unit of local government? Yes  No

If "Yes," is the property located within the boundaries of that unit? Yes  No

### PART IV - Documentation

15. Mark an exhibit number or a check mark in the boxes below to indicate the documents or other items attached to this application. We can make a decision on this application only if you include all the necessary documents.

- |  |  |
|--|--|
| <input type="checkbox"/> Deed or Purchase Contract   | <input type="checkbox"/> Plot Plan of each building's location on the tract with each building and land area labeled as to use and with parcel numbers indicated |
| <input type="checkbox"/> Financial Statements  | <input type="checkbox"/> Other (list) _____  |
| <input type="checkbox"/> Photographs   | <input type="checkbox"/> _____   |
| <input type="checkbox"/> By-Laws of Organization   | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Lease(s) resulting in income from property  | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Contract(s) resulting in income from property   | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Complete certified recorded copy of Articles of Incorporation including purpose clause and all amendments | <input type="checkbox"/> _____   |

### PART V - Correspondence

16. Person to contact regarding this application:

Name: \_\_\_\_\_

Street Address, Rural Route, Post Office Box, etc. \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

◀ I hereby certify this to be a true and correct reporting of all the facts arising in connection with this application. ▶

Applicant's Signature: **X** \_\_\_\_\_ Dated \_\_\_\_\_

Position: \_\_\_\_\_

COUNCIL BILL NO. 8 -

A RESOLUTION

ACCEPTING CERTAIN (DEEDS) (EASEMENTS)  
(Project Name - Location)

WHEREAS, the City Council has previously authorized the acquisition of real property in Council Bill No. 8 \_\_\_\_\_ on

\_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS, as follows:

Section 1. That the \_\_\_\_\_ granted by \_\_\_\_\_, to the City of Champaign, a copy of which is attached as Exhibit "A", is hereby accepted.

Section 2. That the City Clerk is hereby directed to file for record the [deed/easements] accepted by this Resolution with the Recorder for the County of Champaign.

Section 3. That the City Clerk is hereby directed to transmit a copy of this Resolution to (owner or owner's representative); and a copy of this Resolution and a copy of the recorded [deeds/easements] to the City of Champaign Engineering and Development Division and the Legal Department.

COUNCIL BILL NO. 8 -

PASSED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit "N"**

# Application To County Board of Review For Property Tax Exemption

▶ **READ INSTRUCTIONS (pages 3 and 4) BEFORE COMPLETING THIS FORM.**  
**PLEASE TYPE OR PRINT** ◀

## PART I - Identification Of Property

1. County in which property is located: \_\_\_\_\_  
Owner of property: \_\_\_\_\_
2. Street address of property: \_\_\_\_\_
3. Permanent Parcel Identification Number: \_\_\_\_\_  
*(If the parcel involved in this application is a DIVISION of the property assigned the above parcel number and a new permanent parcel number is not yet assigned, write "Division" after the parcel number.)*
4. Legal description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Dimensions or acreage of this land parcel: \_\_\_\_\_
6. Date on which the deed or purchase contract was executed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month / Day / Year *You MUST attach a copy of the deed or contract.*

## PART II - Previous Applications

*This information will expedite handling of this application.*

7. Does the organization or entity applying for this property tax exemption have an Illinois sales tax exemption number? Yes  No  ... If "Yes," enter sales tax exemption number here ▶ \_\_\_\_\_
8. Is there a previous property tax exemption application (pending or otherwise) that involves this parcel? Yes  No  ... If "Yes," enter Department of Revenue docket number, if known, or month and year of application if docket number is not known ▶ \_\_\_\_\_

## PART III - Property Description And Use

9. Citation of Illinois Revised Statutes pursuant to which you are applying for exemption (see instructions):  
Chapter 120, Paragraph 500. \_\_\_\_\_ OR  
Chapter \_\_\_\_\_, Paragraph \_\_\_\_\_
10. Describe all activities which take place at the property and the frequency of these activities.  
**BE SPECIFIC.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit "O"



Property Tax Administration Bureau
REAL ESTATE TRANSFER DECLARATION

THE FOLLOWING INFORMATION IS REQUIRED BY THE REAL ESTATE TRANSFER TAX ACT (CHAP. 120, PAR. 1003, IL REV. STAT.). PAGES 1 THROUGH 3 ARE TO BE FILLED OUT BY THE SELLERS\* AND BUYERS\* OR THEIR AGENTS. ANY WILLFUL FALSIFICATION OR WILLFUL OMISSION OF INFORMATION IS A CLASS B MISDEMEANOR (CHAP. 120, PAR. 1005, IL REV. STAT.).

EXCEPT AS TO EXEMPT TRANSACTIONS, THE COUNTY RECORDER OF DEEDS IS PROHIBITED BY LAW FROM ACCEPTING ANY DEED OR TRANSFER OF BENEFICIAL INTEREST OF A LAND TRUST (TRUST DOCUMENT) FOR RECORDATION UNLESS IT IS ACCOMPANIED BY THIS DECLARATION CONTAINING ALL OF THE INFORMATION REQUESTED HEREIN (CHAP. 120, PAR. 1003, IL REV. STAT.).

For Use By County Recorder's Office
County
Date
Doc. No.
Vol.
Page
Rec'd. By:

PROPERTY IDENTIFICATION

Address of Property \_\_\_\_\_ Street \_\_\_\_\_ City or Village \_\_\_\_\_ Township \_\_\_\_\_

Permanent Real Estate Index No. \_\_\_\_\_ Date of Deed \_\_\_\_\_ (or Trust Document) (Month/Year)

Enter Legal Description on Page 2 of this form. Type of Deed \_\_\_\_\_ (or Trust Document)

PROPERTY CHARACTERISTICS

- Lot Size \_\_\_\_\_
Acreage \_\_\_\_\_
Check type of improvement on property
[ ] Vacant land/lot
[ ] Residence (Single family or duplex)
[ ] Mobile home
[ ] Apartment bldg. (6 units or less)
[ ] Commercial apartment (Over 6 units)
[ ] Store, office, commercial bldg.
[ ] Industrial bldg.
[ ] Farm, land only
[ ] Farm, with bldgs.
[ ] Other (Specify) \_\_\_\_\_

SALE INFORMATION (The following questions must be answered)

NOTE: If the answer to any of the following questions is "Yes", you do not have to complete the Finance Schedule at the top of pages 2 and 3 of this declaration or the Finance Questions at the bottom of this page.

- 1. Is this a transfer between relatives or related corporations? Yes No
2. Is this a compulsory transaction in lieu of foreclosure, divorce, court order, condemnation, probate, etc.?
3. Was this a transfer in settlement of an installment contract for deed initiated prior to the CURRENT year? Enter contract year
4. Was the deed any of the following types:
• Sheriff's Deed • Judge's Deed • Quit Claim Deed • Conveyance of Less than 1/4 Interest
• Trust Document which Refers to COLLATERAL ASSIGNMENT of Beneficial Interest of Trust

TERMS OF SALE

Full Actual Consideration (Sale Price) \$ \_\_\_\_\_
Less amount of personal property included in purchase (Do not deduct value of beneficial interest of a land trust) \$ \_\_\_\_\_
Net consideration for real property \$ \_\_\_\_\_
Less value of other real property transferred to seller as part of full consideration \$ \_\_\_\_\_
Less amount of mortgage to which the transferred real property remains subject \$ \_\_\_\_\_
Net taxable consideration subject to transfer tax \$ \_\_\_\_\_

CALCULATION OF TRANSFER TAX

Amount of State of Illinois tax stamps (\$.25 per \$500 or part thereof of taxable consideration) \$ \_\_\_\_\_
Amount of county tax stamps (\$\_\_\_\_\_ per \$500 or part thereof of taxable consideration) \$ \_\_\_\_\_
Total Transfer Tax Collected \$ \_\_\_\_\_

Use this space to describe any special circumstances involving this transaction:

FINANCE QUESTIONS: The buyer\* and seller\* (or their representatives) must answer all the following questions unless one or more of the Sale Information questions above was checked "Yes". If the Sale Information questions are all marked "No" and any of the following questions are answered "Yes", the buyer\* or buyer's\* representative MUST complete the FINANCE SCHEDULE on pages 2 and 3. If the answer to all of the questions below is "No", omit completion of the FINANCE SCHEDULE and go directly to the LEGAL DESCRIPTION on page 2 and signature spaces on page 3.

If FINANCE QUESTIONS 1 through 5 are answered "No", DO NOT complete Finance Schedule on Pages 2 and 3.

- 1. Did the buyer assume the seller's mortgage? OR If this transaction is a transfer of a beneficial interest of a land trust, does property REMAIN SUBJECT to a mortgage?
2. Did the seller\* provide a mortgage in partial or full consideration?
3. Did the seller\* pay points to secure the buyer's\* mortgage, including VA and FHA insured loans?
4. Did the seller's\* mortgagee make interest concessions to the buyer\*, i.e., offer a "blended" interest rate below market but greater than the seller's existing mortgage rate?
5. Was the financing in any other manner unique or specifically associated with the property being transferred, e.g., builder "buy down" of interest, etc.?

\* If this transaction is a transfer of a beneficial interest of a land trust read Assignor for Seller and Assignee for Buyer.

**FINANCE SCHEDULE — DO NOT complete this schedule if FINANCE QUESTIONS 1 through 5 on Page 1 are all answered "No".**

	I Amount of Principal (\$'s)	TERM		IV Interest Rate (%)	V Type of Interest Rate	VI Points Paid by SELLER* To Obtain Financing DO NOT SHOW POINTS PAID BY BUYER*	
		II Amortization Period (Years Remaining)	III Term To Balloon or Renegotiation (Years)			%	\$'s
		A.	X X X X X X X X X X			X X X X X X X X X X	X X X X X X X X X X
B.	X X X X X X X X X X	X X X X X X X X X X	X X X X X X X X X X	X X X X X X X X	X X X X X X	X X X X X X X X X X	
C.					X X X X X X	X X X X X X X X X X	
D.							
E.							
F.							
G.							
H.							
I.							

OFFICIAL USE ONLY

J. Use this space to explain replies in Finance Schedule if necessary and to explain any characteristics of the financing of this transaction that may have impacted the sale price.

**BUYER\*:**

I hereby declare the Finance Schedule on Pages 2 and 3 of this declaration to be true and correct. (NOTE: Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B Misdemeanor.)

Buyer or Name of person filling out the Finance Schedule for the buyer: \_\_\_\_\_  
 Please Print \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_  
 (If you prefer the Department contact the lending institution if further financing information is required, also provide the institution's name, address, and telephone number below.)

Name of Lending Institution \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

**BUYER\* & SELLER\*:**

The buyer\* and seller\* hereby declare the full actual consideration and above facts contained in this declaration (excluding the Finance Schedule) to be true and correct. (NOTE: Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B Misdemeanor.)

Name and Current Residence of Seller\* (Please Print) \_\_\_\_\_

Name and Address of Trustee if this is a transfer of beneficial interest of a land trust. \_\_\_\_\_ Trust Number \_\_\_\_\_

Signature: \_\_\_\_\_  
 Seller\* or Agent

Name and Current Residence of Buyer\* (Please Print) \_\_\_\_\_

Signature: \_\_\_\_\_  
 Buyer\* or Agent

Mail tax bill to: \_\_\_\_\_  
 Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_

**PREPARER\*:**

Chapter 120, Paragraph 1003, IL Rev. Statutes, requires the following information to be completed:

Name of person filling out the real estate transfer declaration for the buyer\* and seller\*: \_\_\_\_\_  
 Please Print \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

**THIS BOX FOR USE BY DEPARTMENT OF REVENUE ONLY:**

Initial \_\_\_\_\_ Date \_\_\_\_\_

\* If this transfer is an assignment of a beneficial interest of a land trust read Assignor for Seller and Assignee for Buyer.

**Finance Schedule Instructions:**

The Real Estate Transfer Tax Act (Illinois Revised Statutes, Chapter 120, Paragraph 1001-1008) requires information regarding the financing of the purchase price of this property.

Lines A and C through I of the Finance Schedule must be filled out by the buyer\* or buyer's\* representative to account for financing of the purchase. Columns I through VI must be completed for each loan involved.

**Information required in each column:**

- I Principal of loan; for an assumed mortgage show principal being assumed.
  - II Length of time on which monthly payments were calculated. If not applicable mark with an asterisk and explain repayment schedule in Box J on Page 3. For an assumed mortgage show years remaining from time of sale until loan is fully amortized (paid).
  - III If applicable, length of time until mortgage loan must be paid off or renegotiated, or time until balloon payment is due.
  - IV Nominal interest rate as stated in loan document.
  - V Indicate if this loan has a FIXED interest rate by entering F in the column, adjustable rate by entering A, or renegotiable by entering R in the column.
  - VI Show the number of points and dollars paid. Enter points paid by the seller\* only.
- Box J may be used to show more information regarding financing if necessary.

*SPECIAL NOTE: If your financing involves other than equal monthly payments you must explain in Box J on Page 3.*

**TYPE OF FINANCING:** Enter cash downpayment on line A.

Account for financing the remainder of the purchase price on lines C through I. (If lines A through I do not add up to full consideration shown on Page 1 of declaration, explain in Box J.)

A.	Enter Cash Downpayment (include earnest money) - \$
B.	Enter remainder of Purchase Price on Lines C through I:
C.	Purchase Money Mortgage to Seller*
D.	New 1st Mtg. [specify type**
E.	New 2nd Mtg. [specify type**
F.	New 3rd Mtg. [specify type**
G.	Assumption of existing 1st Mtg.
H.	Assumption of existing 2nd Mtg.
I.	Other Financing [specify type**

\*\* Specify type: e.g., Blend, Conventional, Seller\* Financed, VA/FHA insured, etc.

**LEGAL DESCRIPTION**

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Enter complete legal description in this area:

**PARTIAL INTEREST OR BENEFICIAL INTEREST OF TRUST** (Complete if applicable.)

If less than a full interest is being transferred state the part being transferred: \_\_\_\_\_

If this transaction is the transfer of a beneficial interest of a land trust check this box:

## ASSESSMENT INFORMATION ON SOLD PROPERTIES

This page is to be completed by the County Assessor or Supervisor of Assessments. The form is to be mailed to Illinois Department of Revenue, 101 West Jefferson, P.O. Box 4058, Springfield, IL 62708

**1. ENTER BRIEF LEGAL DESCRIPTION OF PROPERTY AS IT APPEARS ON ASSESSMENT BOOKS.**

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**2. INSTRUCTIONS FOR COMPLETING PROPERTY DESCRIPTION CODES:**

- (a) Enter Permanent Real Estate Index Number. Enter the property use code in the Unit No. boxes if using the IL Real Property Appraisal Manual, or circle the appropriate letter if using the codes in the IL Property Tax Manual. Enter the assessment Quadrant if applicable.
- (b) County & Township: Use codes from Department Code Sheets. (d) Date of Deed: Enter month and year from Page 1 of declaration.
- (c) Class of Property: For Cook County, see Property Type Code Sheet. (e) Acreage: For Class 51 and 61 Property, enter number of acres; for Class 71 and 81 Property, leave blank.

For Downstate Counties: enter

- |  |  |
|--|--|
| 51 (if 5 acres or more with no building) | 71 (if under 5 acres with no building) |
| 61 (if 5 acres or more with a building)  | 81 (if under 5 acres with a building)  |

<b>PERMANENT REAL ESTATE INDEX NO.</b>					/ F, FO, FI, C, I, R Circle One	<input type="checkbox"/> ASSMT. QUAD.			
(a)	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			TWP.	SEC.	BLOCK
<b>Comments by Supervisor of Assessments or County Assessor:</b>									
(b) County	<input type="text"/>	<input type="text"/>	<input type="text"/>						
Township	<input type="text"/>	<input type="text"/>	<input type="text"/>						
(c) Class	<input type="text"/>	<input type="text"/>							
(d) Date of Deed	Month		Year						
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>					
(e) Acreage (Round to nearest full acre)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>					

**3. ASSESSED VALUE DATA**

Enter assessed value as finally adjusted by the Board of Review or Appeals for the year prior to the date of sale. Where assessment is partial or split, designate with a large "P" or "S" on the assessment boxes.

YEAR PRIOR TO SALE 19 \_\_\_\_\_

Book No.	Page	Line

Land	<input type="text"/>								
Bldgs.	<input type="text"/>								
Total	<input type="text"/>								

- The following questions must be answered:
- |                             |                          |  |
|-----------------------------|--------------------------|--|
| Yes                         | No                       |  |
| 1. <input type="checkbox"/> | <input type="checkbox"/> | Is this a 20e assessment? ("Farm Bill")  |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | Is this a partial assessment? (i.e., improvement not completed on assessment date)   |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | Will a split (division) be required to reflect the legal description on this deed (or Trust Document)?                                       |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | Has an improvement been added or removed since January 1 of the year prior to the sale, but before the sale date?                            |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | Does assessment shown reflect all Board of Review or Appeals action for the year indicated (including Board of Review equalization factors)? |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | Is this a 20g-4 assessment? (Public Act 83-837)  |

I hereby certify that the information shown relates to the property described in the declaration and that the assessed valuations are for the property included in the transfer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
 Supervisor of Assessments or County Assessor

**FOR DEPARTMENT USE ONLY**

Full Consideration <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> <input type="checkbox"/> Multiple Parcel Indicator	
Adjusted Consideration <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Tab Number: _____	File Maintenance <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

THIRTY DAY NOTICE

Dear

The City has or will acquire the property located at  
[street address] by [expected date of acquisition]. In order to proceed with the [project], you  
must vacate this property by [date]. If you are  
still in need of relocation assistance, please contact [office and name].

Sincerely,

Exhibit "M"