THE TOWN OF CORTLAND

DEKALB COUNTY, ILLINOIS

ORDINANCE NUMBER 2016-09

AN ORDINANCE AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES OF REAL ESTATE COMMONLY KNOWN AS 85 S. SOMONAUK ROAD, CORTLAND, ILLINOIS

RUSSEL C. STOKES, Mayor
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CHUCK LANNING
MIKE SIEWIERSKI
BRAD STONE
Town Trustees

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AN ORDINANCE AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES OF REAL ESTATE COMMONLY KNOWN AS 85 S. SOMONAUK ROAD, CORTLAND, ILLINOIS

WHEREAS, the Town of Cortland (the "Town"), an Illinois non-home rule municipal corporation, is authorized under the Illinois Municipal Code to acquire and hold real property for its corporate purposes; and

WHEREAS, the Town is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Town is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

WHEREAS, the Town is specifically authorized and empowered by the General Assembly pursuant to 65 ILCS 5/11-71-1(a) to acquire by purchase, own, equip, manage, control, improve, maintain and operate a motor vehicle parking lot; and

WHEREAS, the Town President and Board of Trustees (the "Corporate Authorities") desire to acquire certain real property commonly known as 85 S. Somonauk Road, Cortland, DeKalb County, Illinois 60112, bearing the tax identification number (PIN) 09-29-134-010 and legally described as follows:

> LOT 9 (EXCEPT THE EAST 52 FEET AND EXCEPT THE WEST 66 FEET THEREOF) AND LOT 10 (EXCEPT THE WEST 66 FEET THEREOF), IN BLOCK 9 ALL IN THE ORIGINAL TOWN OF CORTLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 6, IN DEKALB COUNTY, ILLINOIS.

(the "Property"), and use said the Property for public purposes; and

WHEREAS, the Corporate Authorities hereby find that the Property is useful, necessary and advantageous for the Town to acquire and maintain under public ownership and control for the purposes of operating a municipal parking lot available for use by the general public; and

WHEREAS, DeKalb County, as Trustee ("Seller") holds title to the Property, pursuant to the issuance of a tax deed in connection with Case No. 15 TX 43 in the Circuit Court of the Twenty-Third Judicial Circuit, DeKalb County, Illinois (the "Tax Case");

WHEREAS, the Corporate Authorities of the Town hereby find and determine that it is in the public interest to enter into a purchase and sale agreement with Seller for the Property in accordance with the terms and conditions set forth in the agreement herein approved;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Town of Cortland, County of DeKalb, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Enactment

A. The Mayor is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest that certain real estate purchase and sale agreement known as the *Purchase Contract* (hereinafter, the "Agreement") and appended hereto as Exhibit A and incorporated as though fully set forth herein.

B. The Town Treasurer or her designee is authorized and directed to draw upon Town funds and write a check in the amount of SIX HUNDRED FIFTY AND NO/100 DOLLARS ($650.00) [the "Purchase Funds"] payable to the "DeKalb County Trustee Payment Account" in order to effectuate the purchase.

C. The Town Clerk is authorized and directed to transmit the executed Agreement and Purchase Funds to Seller's agent in accordance with Seller's instructions.

D. The Mayor, Town Clerk and/or attorney are each authorized and directed to execute such

documents and take such steps as may be necessary or convenient to implement the provisions of this Ordinance.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2016, at Cortland, DeKalb County, Illinois.

AYES: ABSENT:

NAYS: ABSTAIN:

TOWN OF CORTLAND

_____

Russel C. Stokes, Mayor

Attest:

_____

Cheryl Aldis, Clerk

EXHIBIT A

Purchase Contract

(Attached on the following page)

TRANSACTION NO. 0616910

PURCHASE CONTRACT

SELLER: De Kalb County, As Trustee **PURCHASER: Town of Cortland**

SUBJECT PROPERTY: 09-29-134-010

TOTAL CONSIDERATION (Purchase Price + Recording Fee): $650.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES begining January 1 of the year 2017.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2016.

SELLER: **PURCHASER:**

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
Town of Cortland
PO Box 519
Cortland, IL 60112-0519