

VILLAGE OF CHAPIN
ORDINANCE NO. 2012- 01

AN ORDINANCE
AUTHORIZING PURCHASE OF REAL ESTATE FROM STEVEN E. HALL

FOR THE
VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS

This 11 Day of January, 2012

ORDINANCE NO. 2012- 1

**AN ORDINANCE
AUTHORIZING PURCHASE OF REAL ESTATE FROM STEVEN E. HALL**

WHEREAS, the Village of Chapin, Morgan County, Illinois, operates a municipally owned Water Works System;

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of public health, safety and welfare to construct improvements to the existing Water Works System including, but not limited to, improvements to and/or upgrades to the existing Water Treatment Plant;

WHEREAS, on June 18, 2010, the corporate authorities of the Village adopted Ordinance #2010-3 entitled *An Ordinance Authorizing the Issuance of Water Revenue Bonds of the Village of Chapin, Morgan County, Illinois in an aggregate principal amount not to exceed \$2,000,000.00*;

WHEREAS, the Village's engineers have advised the corporate authorities that in order to complete the improvements and/or upgrades at the existing Water Treatment Plant it is necessary to acquire the following described property from Steven E. Hall:

A part of the former Chicago, Burlington and Quincy Railroad right-of-way lying in Chapin's First Addition to the Town, now Village of Chapin, Illinois, being more particularly described as follows:

Commencing at the Southwest corner of Lot Thirty Six (36) of Chapin's First Addition; thence South 89° 56' 25" East along the South line of Lot Thirty Six (36) and Lot Thirty Five (35) of Chapin's First Addition, also being the North right-of-way line of Chapin Street a distance of 75.26 feet to the true point of beginning; thence North 33° 48' 59" East a distance of 97.02 feet; thence South 00° 53' 31" West a distance of 80.67 feet to a point on the North right-of-way line of Chapin Street; thence North 89° 56' 25" West along said right-of-way a distance of 52.74 feet to the true point of beginning.

Said parcel containing 0.049 acres, more or less;

WHEREAS, the Village previously requested that the above described real estate be appraised by Briggs Appraisal Associates. Briggs Appraisal Associates did appraise the property and as of November 8, 2011, determined its fair market value to be Two Thousand Dollars (\$2,000.00);

WHEREAS, the corporate authorities of the Village and Steven E. Hall have negotiated a contract whereby the Village will purchase the aforementioned real property for the sum of Two Thousand Dollars (\$2,000.00) plus closing costs;

WHEREAS, attached hereto is **Appendix A**, is a true and exact copy of a *Contract For Sale of Real Estate* to be entered into between the Village and Steven E. Hall; and,

WHEREAS, the corporate authorities of the Village deem it in the best interest of the Village to purchase the aforementioned real estate from Steven E. Hall and to enter into the attached *Contract For Sale of Real Estate*.

NOW, therefore, be it ordained by the President and Board of Trustees of the Village of Chapin, Morgan County, Illinois, as follows:

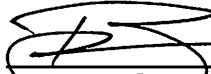
SECTION 1: The foregoing recitals and findings are incorporated herein as if they had been restated verbatim.

SECTION 2: It is advisable, necessary, and in the best interest of public health, safety, and welfare that the Village of Chapin, Morgan County, Illinois, purchase the above described real property, pursuant to the *Contract for Sale of Real Estate* attached hereto as **Appendix A** for the sum of Two Thousand Dollars (\$2,000.00) plus closing costs.

SECTION 3: The Village President and Village Clerk are directed and authorized to sign the *Contract for Sale of Real Estate* on behalf of the Village and to take all necessary steps to effectuate the purchase and acquisition of the real estate on behalf of the Village.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Chapin,
Illinois, this 11 day of January, 2012.


Bryce McCormick, Village President

(SEAL)

ATTEST:


Rhea Drake, Village Clerk

AYES: 6

NAYES: 0

ABSENT: 0

STATE OF ILLINOIS)
) SS.
COUNTY OF MORGAN)

CERTIFICATION

I, Rhea Drake, the duly appointed Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that the attached copy of Ordinance No. 2012- 1 is a true and correct copy of an Ordinance passed by the President and Board of Trustees of the Village of Chapin, at a regular meeting of said Village Board held on the 11 day of January, 2012, all as the original of the same remains in the official records of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Chapin, this 11 day of January, 2012.



Rhea Drake, Village Clerk

(SEAL)

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made this // day of January, 2012, by and between, STEVEN E. HALL, herein referred to as "Seller", and the VILLAGE OF CHAPIN, ILLINOIS, an Illinois Municipal Corporation, herein referred to as "Buyer", who agree as follows:

1. Agreement to Sell: The Seller agrees to sell and the Buyer agrees to buy, for the price and on the terms and conditions herein set forth, the real estate described in Appendix 1, attached hereto and made a part hereof by this reference.

2. Price: The purchase price is \$2,000.00, payable at the time of closing upon tender to the Buyer of a good and sufficient Warranty Deed to the real estate described in Appendix 1.

3. Closing: Except upon agreement of all parties, the closing shall be on or before the 3rd day of February, 2012. Possession shall be transferred at closing.

4. Title: The title will be merchantable in the Seller, subject only to the following: real estate taxes not yet delinquent; special assessments levied after the date hereof; public streets and highways as now located; covenants, conditions and restrictions of record, if any; easements, if any rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, building and use restrictions; and facts an accurate survey would disclose.

5. Title Insurance: The Seller shall furnish the Buyer as evidence of title an Owner's Policy of title insurance in at least the amount of the purchase price, containing only the standard exceptions printed thereon and those listed in Paragraph 4 hereof. Buyer shall pay the costs of procuring the title insurance policy.

6. Taxes: The Buyer shall pay the 2011 and 2012 real estate taxes payable in 2012 and 2013 respectively and all real estate taxes and special assessments for all subsequent years.

7. Default: If either party defaults in the performance of this Agreement, time being of the essence, then (a) if Buyer defaults, Seller may terminate this Agreement and recover possession of the premises including any improvements made by Buyer and retain the earnest money as liquidated damages, or at Seller's option, pursue any other non-monetary remedy available, including declaring the balance due and payable and suing for specific performance of this Agreement; or (b) if Seller defaults, Buyer may terminate this Agreement and receive a refund of the earnest money, or at Buyer's option proceed with a suit for specific performance of this Agreement. The prevailing party shall be entitled to

recover costs and reasonable attorney fees incurred enforcing this Agreement.

8. Liens: Neither Seller nor Buyer shall suffer or permit from and after the date hereof any liens or encumbrances to be placed against the property prior to closing.

9. Inspection: Buyer shall have the right to inspect said real estate at any reasonable time prior to closing.

10. Others: This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

11. Property Acquisition: Seller hereby acknowledges and states that he is a willing seller to the Buyer of the real estate and the consideration to be paid for the property is fair and reasonable; Seller is aware of his rights under the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended (42 U.S.C. 4601 et seq.); and Seller is aware that the Buyer is required to comply with 49 CFR 24 with regard thereto and the Seller does hereby waive his rights pursuant thereto. Further, Seller acknowledges that the fair market value of the land acquired by Buyer by this Contract is less than \$10,000.00 and that Buyer did provide Seller with a written appraisal of the property prior to entering into this Contract.


IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals to an original and two (2) copies, each to be considered as an original, as and of the day, month and year first above written.

SELLER:



STEVEN E. HALL
518 Chapin Street
Chapin, Illinois 62668

BUYER:



VILLAGE OF CHAPIN, ILLINOIS, an Illinois
Municipal Corporation
Village City Hall
510 Everett Street
Chapin, Illinois 62668

ATTORNEY FOR THE SELLER:

ATTORNEY FOR BUYER

H. Allen Yow
Rammelkamp Bradney, P.C.
232 West State, P. O. Box 550
Jacksonville, IL 62651-0550
Phone: 217-245-6177

APPENDIX 1

**LEGAL DESCRIPTION
FOR
VILLAGE OF CHAPIN
WATER TREATMENT PLANT PROPERTY
Prepared 9/15/11
(Part of Hall Property)**

A part of the former Chicago, Burlington and Quincy Railroad right-of-way lying in Chapin's First Addition to the Town, now Village of Chapin, Illinois, being more particularly described as follows:

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