

CITY OF NEWTON, ILLINOIS

ORDINANCE NO. 19 -10

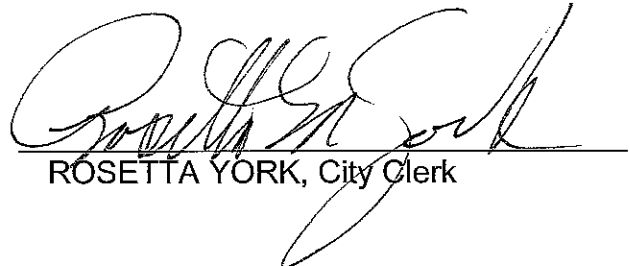
AN ORDINANCE AUTHORIZING SALE OF  
MUNICIPALLY OWNED REAL ESTATE

ADOPTED BY THE CITY COUNCIL  
OF THE CITY OF NEWTON, ILLINOIS  
THIS 6<sup>th</sup> DAY OF AUGUST, 2019

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF  
THE CITY COUNCIL OF THE CITY OF NEWTON,  
JASPER COUNTY, ILLINOIS  
THIS 6<sup>th</sup> DAY OF AUGUST, 2019

**CERTIFICATE OF PUBLICATION**

I, ROSETTA YORK, the duty qualified City Clerk of the City of Newton, Illinois, and the official custodian of records of said City do hereby certify that this Ordinance was published in pamphlet form by authority of the City Council on the 6th day of August, 2019.

  
ROSETTA YORK, City Clerk

ORDINANCE NO. 19-10

ORDINANCE AUTHORIZING SALE  
OF MUNICIPALLY OWNED REAL PROPERTY

WHEREAS, the City of Newton, Illinois owns the Real Estate described on Exhibit A, attached hereto and incorporated herein by this reference, and

WHEREAS, said property is generally located at 404 East Morgan Street, Newton, Illinois and is currently a vacant lot (Real Property); and

WHEREAS, the City Council of the City of Newton, Illinois has determined that it is no longer necessary, appropriate, required for the use of or profitable to or for the best interest of the City of Newton that it retain title to the Real Property; and

WHEREAS, pursuant to 65 ILCS 5/11-76-2 of the Illinois Municipal Code Notice has been given of the proposal to sell said Real Property and bids have been invited for the purchase of the Real Property, said Notice having been first published on June 27, 2019 and having been published once a week for three successive weeks in the Newton Press a newspaper published in the municipality; and

WHEREAS, pursuant to said Notice, no bids were received on or before July 12, 2019, however a bid from DAVID R. BLECHA in the amount of \$5,000.00 was received on July 16, 2019, and

WHEREAS, said Notice provided that the City could waive irregularities in bidding, and

WHEREAS, the City of Newton finds and determines that the best interest of the City of Newton and its residents will be served by waiving the irregularity in the date of said bid by DAVID R. BLECHA.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newton, Jasper County, Illinois as follows:

Section One: The foregoing recitals are incorporated herein as findings of the City Council.

Section Two: The bid of DAVID R. BLECHA dated July 16, 2019 in the amount of \$5,000.00 is hereby accepted by the City Council of the City of Newton, Illinois for the sale of the Real Property.

Section Three: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest a contract for the sale and purchase of the Real Property, which contract shall be in the form attached hereto as Exhibit A.

Section Four: Upon satisfaction of the terms of the aforesaid contract and upon the payment of the aforesaid bid price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the Real Property to DAVID R. BLECHA by proper deed of conveyance, stating therein the aforesaid consideration, and the City Clerk is hereby authorized to acknowledge and attest such deed.

Section Five: The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effect the conveyance herein authorized.

Section Six: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three fourths of the corporate authorities now holding office, and approval in the manner provided by law.

Upon roll call vote the following aldermen voted Aye: **Eric Blake, Marlene Harris, Gayle Glumac, David Brown, Larry Brooks and Robert Reisner**

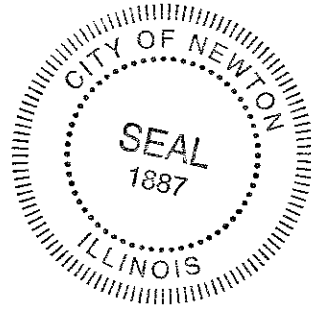
Upon roll call vote the following aldermen voted Nay: **None**

Passed, approved and published in pamphlet form this 6th day of August, 2019.

  
MARK BOLANDER, MAYOR

ATTEST:

  
ROSETTA M. YORK, CITY CLERK



## REAL ESTATE CONTRACT

CITY OF NEWTON, ILLINOIS of 108 North Van Buren Street, Newton, Illinois, Seller, and DAVID R. BLECHA of Newton, Illinois, Buyer agrees to purchase the real estate described on Exhibit A attached hereto upon the following terms and conditions, to-wit:

1. PURCHASE PRICE. \$5,000.00.
2. EARNEST MONEY. No initial Earnest Money is required.
3. PAYMENT. The purchase price subject to prorations shall be paid at closing by cashier's check or a wire transfer of funds.
4. CLOSING. Closing shall occur on or before August 20, 2019 at such place as the parties shall mutually agree, and if there is no agreement at the Law Offices of WEBER, TEDFORD, HEAP & AYRES, P.C., 122 South Van Buren Street, Newton, Illinois.
5. TITLE EXCEPTIONS. Title, when conveyed, shall be subject only to: (a) general real estate taxes for 2019 and subsequent years; (b) building, zoning and subdivision restrictions, building line and use or occupancy restrictions and covenants of record provided that the same are not violated by the existing improvements or the present use of the property and provided further that such restrictions or covenants do not contain a reverter or right of re-entry, (c) private and public utility easements; (d) public roads and highways, provided these easements or roads and highways do not underlie the existing improvements; (e) acts done or suffered by the Buyer; (f) a reservation of all of the oil, gas and other minerals.
6. REAL ESTATE TAXES. Seller shall pay real estate taxes of 2018 due in 2019. Buyer shall pay 2019 and subsequent year real estate taxes.
7. TRANSFER TAXES. At closing, Seller shall furnish and execute the necessary transfer tax form and will pay the transfer tax, if any, for which he is obligated.
8. POSSESSION, USE AND OCCUPANCY. Possession shall be given on the day of closing.
9. SELLER'S WARRANTIES. Seller warrants as of the date of this Contract and within ten years of its execution neither he nor his agent has received any notice issued by any government authority of a dwelling code violation concerning the property. The same representation applied at time of closing.

10. INSPECTION AND REPAIR. Buyer has had the opportunity to inspect the premises and agrees to accept the same in its current condition AS IS.

11. SURVEY. Seller shall not be required to furnish to Buyers a survey.

12. CLOSING ITEMS. At the closing Seller will deliver to Buyer a recordable Warranty Deed with release of homestead rights.

13. TIME OF ESSENCE. Time is of the essence of this agreement.

14. SURVIVAL. Except as otherwise expressly stated herein, all agreements, representations and warranties contained in this Contract shall survive the closing and shall not be canceled by the delivery of the deed.

15. TITLE EVIDENCE. At least five days prior to the closing date, Seller shall deliver to Buyer a merchantable abstract of title to the property, or in the alternative, a commitment for title insurance by a title insurance company licensed to do business in the State of Illinois. If the evidence of title discloses defects, Seller shall have thirty (30) days after delivery of the title evidence to cure them. If Seller is unable to clear any title defects, this Contract shall terminate and Seller shall refund the earnest money to Buyers.

This agreement is executed in duplicate either copy of which shall have the same force and effect as an original and it is made binding upon the heirs, executors, administrators, successors and assigns of the parties.

Executed on the dates set forth opposite the respective names of the parties.

Aug 6, 2019  
Date

31 July 2019  
Date

CITY OF NEWTON, ILLINOIS  
[Signature]  
MARK BOLANDER, Mayor, Seller  
[Signature]  
DAVID R. BLECHA, Buyer

**EXHIBIT A**

The North Half of Lot Number Two (2) of Schifferstein's Addition to the Town (now City) of Newton, Jasper County, Illinois.

Commonly known as 404 East Morgan, Newton, Illinois