

COUNTY BOARD ADDENDUM #2

County of Champaign, Urbana, Illinois
Thursday, August 20, 2020 – 6:30 p.m.

Lyle Shields Meeting Room, Brookens Administrative Services
1776 East Washington Street, Urbana, Illinois

Agenda Items

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XI. Standing Committees

B. Environment and Land Use

- 1. Adoption of Resolution No. 2020-236 Approving Contract for Sale County
Property located at 504 South Dodson Drive, Urbana. 1 - 8**

RESOLUTION NO. 2020-236

**RESOLUTION APPROVING CONTRACT FOR SALE OF COUNTY PROPERTY
LOCATED AT 504 SOUTH DODSON DRIVE, URBANA**

WHEREAS, Champaign County acquired the real estate located at 504 South Dodson Drive, Urbana, as the result of a proceeding to remove a dangerous structure located on the property, and the property is not of any use or benefit to the County; and

WHEREAS, that property was last appraised on June 11, 2018, at a fair market value of \$7,000; and

WHEREAS, the Zoning Administrator has made efforts to market the property at that price, but has not received any offers meeting or exceeding that amount; and

WHEREAS, the Environment and Land Use Committee has reviewed an offer received by the Zoning Administrator in the amount of \$1,375 and has recommended acceptance of that offer; and

WHEREAS, the State's Attorney's Office has provided a proposed contract for sale of the property at 504 South Dodson Drive, Urbana, which is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the attached contract for sale of the real estate located at 504 South Dodson Drive, Urbana, for the sale price of \$1,375 is approved, and the Champaign County Executive is authorized to sign that contract as approved by the State's Attorney's Office in substantially the form attached to this Resolution, on or before November 19, 2020, and is authorized thereafter to execute a warranty deed for the property and to sign any other documents required to complete the sale, as approved by the State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of August, A.D., 2020.

Giraldo Rosales, Chair
Champaign County Board
Champaign, Illinois

Recorded
& Attest: _____
Aaron Ammons, County Clerk and
Ex Officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

CONTRACT FOR SALE OF VACANT LAND

THIS CONTRACT is made and entered into as of _____, 2020 by and between the County of Champaign, hereinafter referred to as “Seller,” and Dennisha Mercer, hereinafter referred to as “Buyer.”

WITNESSETH THAT:

WHEREAS, Seller is the owner of real estate legally described as:

Lot 250 of the Scottswood Fifth Subdivision, Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana Township, Champaign County, Illinois encompassing approximately 6,250 square feet.

with PIN: 30-21-15-178-011, commonly known as 504 South Dodson Drive, Urbana, Illinois, 61802; and,

WHEREAS, Seller desires to sell said real estate and Buyer desires to purchase the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of said real estate and wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, and other good and valuable consideration, the receipt of which is acknowledged, the parties do hereby agree as follows:

1. Mutual Covenants. Seller shall sell and Buyer shall purchase the above-described real estate, together with all existing improvements and appurtenances, upon the terms set forth in this Contract.
2. Purchase Price. Buyer shall pay the total sum of \$1,375.00 to Seller as the purchase price for the property described herein including closing costs as detailed below.
3. Payment. Payment shall be made in the following manner:
 - a. Buyer has paid \$100.00 as earnest money to be held by Seller until closing.
 - b. Buyer shall pay the balance of the purchase price at closing. The amount of this payment shall be adjusted by prorations and credits allowed the parties by this Contract and shall be paid to Seller in cash, by cashier’s check, or by other form of payment acceptable to Seller.
4. Closing. Closing of this transaction shall be held on or before November 19, 2020, at the offices of the Champaign County State’s Attorney, 101 East Main Street, Urbana, Illinois, or at such other place as the parties may agree.

5. Possession. Seller shall deliver possession of the real estate and personal property herein described to Buyer at the time of closing of this transaction.
6. Personal Property. All items of personal property now located upon the premises are included in this sale except for the security fence that will be removed upon sale, and title thereto shall pass to Buyer upon final payment of the full purchase price as provided herein. Buyer shall accept such property in “as-is” condition.
7. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Warranty Deed, with waiver of homestead rights, sufficient in form to convey the real estate in fee simple absolute, subject only to the title exceptions permitted herein, to Buyer, or Buyer’s nominee. The deed of conveyance shall be delivered to Buyer at closing upon Buyer’s compliance with the terms of this Contract, or as otherwise provided herein.
8. Taxes.
 - a. The State of Illinois Real Estate Transfer Tax, if any, shall be Seller’s expense and shall be allowed Buyer as a credit against the purchase price.
 - b. Real estate taxes for all prior years shall be Seller’s expense. Real estate taxes for the current year apportioned up to, but not including, the date of closing shall be Seller’s expense. The amount of prior taxes and the proration of the current tax shall be calculated upon the basis of the most current tax information and shall be allowed to Buyer as a credit against the purchase price herein.
 - c. Buyer’s acceptance of such credits shall release Seller from any further liability in connection therewith, unless otherwise agreed between the parties.
9. Assessments.
 - a. All special assessments that are a lien upon the real estate as of the date of this Contract shall be Seller’s expense; all special assessments levied and confirmed against the real estate after the date of this Contract shall be Buyer’s expense.
 - b. The unpaid balance of special assessments chargeable hereunder to Seller shall be allowed to Buyer as a credit against the purchase price herein. Buyer’s acceptance of such credit shall release Seller from any further liability in connection therewith, unless otherwise agreed between the parties.

10. Evidence of Title.

- a. Within a reasonable time, Seller shall elect and deliver to Buyer, or to Buyer's attorney, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county within which the real estate is located, committing the company to issue a policy in a standard American Land Title Association form insuring title to the real estate in Buyer, or Buyer's nominee, for the amount of the purchase price set forth above.
- b. Permissible exceptions to title shall include only the lien of general taxes; zoning and building laws or ordinances; easements apparent or of record; and covenants, conditions, and restrictions of record.
- c. Buyer shall notify Seller, or Seller's attorney, in writing within 4 days after receipt of the evidence of title of any objection which Buyer may have thereto and unless such Notice is given, the evidence of title shall be conclusively presumed to be accepted by Buyer.
- d. Seller shall have a reasonable time to cure any objection actually interfering with or impairing the merchantability of the title to the real estate. Seller or Buyer shall have the right to cure any such objection which may be removed by the payment of money by deducting the amount of such payment from the purchase price at the time of closing.
- e. If Seller is unable to cure such objection and is unable to procure a title policy insuring over such objection, then Buyer shall have the option to terminate this Contract, in which case all monies paid under this Contract by Buyer shall be returned to Buyer.
- f. The evidence of title shall be at the sole expense of Buyer and the Buyer shall reimburse the Seller for the customary service or search charge in connection with the issuance of title insurance and Buyer shall also pay for the cost of abstracting any item attributable to Buyer, and the cost of any insurance covering Buyer's lender, if any.
- g. Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, nor any security agreements, nor any leases with respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, shall at the time of closing be outstanding and not fully performed or satisfied; and, further, Seller warrants that

at the time of closing there shall not be any unrecorded lease or contract relating to the property, except as theretofore disclosed to Buyer.

11. Closing costs. The Purchase Price includes certain closing costs arising from the transaction including \$375 for appraisal and zero for recording. No financing costs are part of these Closing Costs.
12. Condition of Premises. Buyer acknowledges that Buyer has inspected the real estate and any existing improvements and/or appurtenances thereon; that Buyer is acquainted with the condition thereof; and, that Buyer accepts the same in their condition as of the date of this Contract, with absolutely no warranties as to the condition of the premises.
13. Default.
 - a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Contract, then Buyer shall be in default under this Contract and Seller may serve written Notice of Default upon Buyer.
 - b. If Buyer fails to remedy such default within a period of ten (10) days after service of such Notice of Default, then Seller may, by written Notice of Termination served upon Buyer, terminate this Contract. In the event of such termination, all monies paid under this contract by Buyer shall be retained by Seller and applied against any actual damages incurred by the Seller for breach of this contract. Seller shall be entitled to recover actual damages incurred by Seller due to a default or breach of the contract by Buyer, if the monies paid by Buyer and applied by Seller against the actual damages are not sufficient to fully compensate the actual damages. Seller shall have a cause of action against Buyer for such unpaid actual damages.
 - c. If Seller fails to perform the obligations imposed upon Seller by this Contract, then Buyer may terminate this Contract upon similar Notice of Default and similar Notice of Termination served upon Seller. In the event of such termination, all monies paid under this Contract by Buyer shall be returned to Buyer.
 - d. Default by Buyer or Seller shall entitle the non-defaulting party to claim as damages all reasonable costs, attorney's fees, and expenses incurred in connection with the judicial or non-judicial enforcement of this Contract.
 - e. No failure by Seller or Buyer to elect to declare a default, or to elect to declare a termination, shall be deemed a waiver of such party's right to make such election.

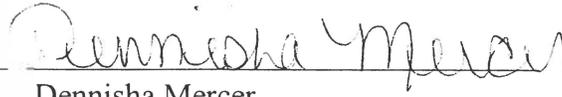
14. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be either personally delivered or mailed by Certified Mail to such party at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing. Any notice served upon a party by mail shall be deemed to have been served upon the date that such notice bearing fully prepaid postage is deposited in the United States mail.
15. RESPA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
16. Number and Gender. Each pronoun used in this Contract shall be construed to be plural or of feminine gender if required by the number or gender of the parties.
17. Merger. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.
18. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract. Unless accepted by Seller, this offer expires at noon on November 19, 2020.
19. Succession of Obligations. All terms of this Contract shall be binding upon the heirs, legatees, devisees, personal representatives and assignees of the parties.
20. Construction. The language used in this Contract shall be deemed to be approved by all parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
21. Duplicate Originals. Multiple copies of this Contract may be signed by all parties, and each copy so signed shall be considered an original document.

IN WITNESS WHEREOF, the parties have signed this Contract as of the day and year first above written.

SELLER: County of Champaign

BUYER: Dennisha Mercer

BY: _____
Darlene A. Kloeppe,
Champaign County Executive


Dennisha Mercer

Address:
County of Champaign
c/o Champaign County State's Attorney's Office
Civil Division 101 E. Main St.
Urbana, IL 61801

Address:
1117 Saint Andrews Circle
Rantoul IL 61866