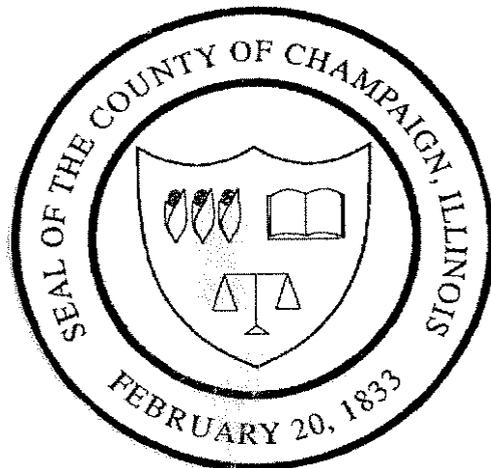


Notice

**The Environment
and Land Use
Committee Special
Meeting has been
rescheduled to
6:00 p.m.**

*Environment
& Land Use Committee
Special Meeting Agenda*

September 20, 2007



6:30 p.m.

*Meeting Room 3
Brookens Administrative Center
1776 East Washington, Urbana, Il 61802
(217) 384-3708*

SPECIAL MEETING AGENDA

Champaign County Environment & Land Use Committee

Members:

*Jan Anderson, Chris Doenitz, Matthew Gladney,
Brad Jones, Ralph Langenheim, Carrie Melin, Steve
Moser, Jon Schroeder (VC), Barbara Wysocki (C)*

Date: *September 20, 2007*

Time: *6:30 p.m.*

Place: *Meeting Room 3
Brookens Administrative Center
1776 E. Washington St.
Urbana, Illinois*

Phone: *(217) 384-3708*

AGENDA

Old Business shown in Italics

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Public Participation**
- 4. Closed Session:**
 - A. Discuss the offer pursuant to 5 ILCS 120/2(c) 6) to discuss the setting of a price for sale or lease of property owned by the County Board. 1 thru 7**
- 5. Recommendation of the approval of a contract for the sale of property owned by Champaign County located at 1101 E. Perkins Road, Urbana, Illinois and authorization for the Champaign County Board Chair to execute said contract.**
- 6. Other Business**
- 7. Adjournment**

Champaign
County
Department of



Brookens
Administrative Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708
FAX (217) 328-2426

To: **Environment and Land Use Committee**

From: **John Hall, Director & Zoning Administrator**
Jamie Hitt, Zoning Officer

Date: **September 14, 2007**

RE: **Sale of property at 1101A East Perkins Road, Urbana**

Requested Action:

Request approval of a contract for the sale and clean up of the subject property that was recently acquired in an enforcement action.

BACKGROUND

The house on the property was partially destroyed by a fire on September 18, 2004, and has been uninhabitable since that day and remains as it was the day after the fire occurred. The burned out house has not been stabilized nor closed off since the fire and in its current state it appears to be subject to imminent danger of structural failure and is a "dangerous structure" under the Champaign County Public Nuisance Ordinance and is in violation of that Ordinance.

The Planning and Zoning Department started receiving complaints about the property on July 7, 2005. A First Notice of Violation was sent to the owners, James and Dorothy Norman, on April 5, 2006. On April 19, 2006, Dorothy Norman notified the Department that they could not get their insurance company to clean up the property and they were incapable of cleaning up the property. The Normans were granted bankruptcy by Judge Gerald Fines on October 3, 2005, and the property was signed over to the County on May 4, 2007.

The next step in the enforcement process was to be for the County to contract for demolition and clean up of the property. The estimated cost of demolition was \$7,900 and the property has been appraised at \$13,500. Staff was preparing to advertise for Requests for Proposal for demolition and clean up of the property when an unsolicited offer for purchase and clean up was received. See the attached contract of sale.

The contract of sale requires appropriate demolition and clean up of the property within 7 business days of sale and also requires documentation of proper disposal of debris. It is anticipated that clean-up would not have occurred before November 1 under the RFP approach and a realtor would have been hired to facilitate the sale of the property after clean up. Under the proposed contract the property is cleaned up quicker and no realtor is necessary.

ATTACHMENT

CONTRACT FOR SALE OF REAL ESTATE

By and Between

County of Champaign,

Seller,

and

Robert L. Mack,

Buyer.

Attorney for Buyer:

Roger A. Marsh
PAVIA & MARSH
Attorneys at Law
A Professional Corporation
123 West Main St., Suite 200
Post Office Box 987
Urbana, IL 61801
Telephone: (217) 328-0123

RECEIVED

SEP 13 2007

CHAMPAIGN COUNTY REGISTER

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and entered into as of September 10, 2007 by and between County of Champaign hereinafter referred to as "Seller", and Robert L. Mack hereinafter referred to as "Buyer".

WITNESSETH THAT:

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

***Lot 1 of Troy's First Subdivision, as per Plat recorded in Plat Book "CC" at
Page 104 as Document 95R14784, situated in Champaign County, Illinois***

which bears the street address of 1101 E. Perkins Road, Urbana, IL (PIN 30-21-09-126-036); and,

WHEREAS, Seller is desirous of selling said real estate and Buyer is desirous of purchasing 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 improvements and appurtenances, upon the terms set forth in this Contract.
2. Purchase Price and Other Consideration.
 - a. Buyer shall pay the total sum of **\$5,000.00** to Seller as the purchase price for the property described herein; and,
 - b. Within 7 business days of the closing of the transaction contemplated herein, Buyer shall, at Buyer's sole expense, cause the burned out structure currently existing upon the premises to be demolished, with the Buyer's contractor to dispose of the debris from demolition in a properly permitted and licensed facility, and with the Buyer's contractor to control the dust created by demolition of the structure by periodically watering the debris during the demolition process. Buyer shall be required to produce to the Seller a receipt for the disposal of the debris created by the demolition as outlined in this Contract.
3. Payment. Payment shall be made in the following manner:
 - a. Buyer has paid **\$500.00** as earnest money to be held in escrow in the trust account of Pavia & Marsh for delivery to Seller at closing, or as otherwise provided herein.

- 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 September 24, 2007 at the offices of PAVIA & MARSH, Attorneys at Law, A Professional Corporation, 123 West Main Street, Suite 200, Post Office Box 987, Urbana, Illinois, 61801, 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 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.
8. Escrow for Deed. The deed of conveyance shall be held by Seller's attorney as escrow agent and shall be delivered to Buyer at closing upon Buyer's compliance with the terms of this Contract, or as otherwise provided herein.
9. 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.
10. Assessments.
 - a. All special assessments which 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.

11. 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, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property.
- 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 Seller except that Buyer shall pay one-half (1/2) of 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.
- 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.

12. Condition of Premises.

- a. Buyer acknowledges that Buyer has inspected the real estate and the improvements 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.

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. The escrow agents, upon receiving an affidavit from the non-defaulting party stating that this Contract has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall cancel the executed deed of conveyance and shall deliver the earnest money to the non-defaulting party.
 - e. 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.
 - f. 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 September 20, 2007.**

21st RAM

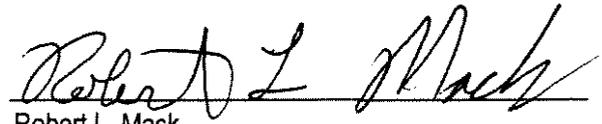
19. Succession of Obligations. All terms of this Contract shall be binding upon the heirs, legatees, devisees, personal representatives and assignees of the parties.
20. Construction. The language used in this Contract shall be deemed to be approved by all parties hereto to express their mutual intent; 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 to be 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:

BY: _____
C. Pius Weibel, Champaign County Board Chair


Robert L. Mack

Address: County of Champaign
C/O Susan W. McGrath
Senior Assistant State's Attorney
Civil Division
1776 E. Washington Street
Urbana, IL 61802

Address: 806 E. California Street
Urbana, IL 61801

