

ORDINANCE NO. 18-12

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE
KNOWN AS OUT LOT 2 OF THE SOUTH CREEK SECOND ADDITION
SUBDIVISION FOR STORM WATER DETENTION PURPOSES**

WHEREAS, there is a parcel of real property (hereinafter "subject property") identified by PIN No. (03) 02-21-217-010-000, legally described as follows: Out Lot 2 in South Creek 2nd Addition, Section 21, Township 32 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois;

WHEREAS, the subject property was privately owned and used for storm water detention purposes;

WHEREAS, the previous owners did not pay the real estate taxes assessed against the subject property, and the same was purchased at a tax sale by the County of Kankakee, as Trustee for the taxing districts levying taxes therefor;

WHEREAS, the County of Kankakee is scheduled to offer the subject property for sale at a public auction, but has offered to sell the same to the Village at a price of \$807.00;

WHEREAS, the provisions of 65 ILCS 5/2-3-8 authorize the Village of Manteno to acquire and hold real property for corporate purposes; and,

WHEREAS, the Village of Manteno have determined that acquisition of the subject property would be useful, necessary and convenient for storm water detention purposes.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

The recitals set forth in preamble are hereby adopted as the findings of the Village of Manteno and are expressly incorporated as a part of this ordinance.

Section 2

The Purchase Contract, in substantially the same form as attached hereto as Exhibit "A," is hereby accepted and approved. That the President and Village Clerk are hereby authorized and directed to execute the Purchase Contract and such other documents as may be necessary to effect the transfer of the subject property, or to carry out the purposes of the Purchase Contract.

Section 3

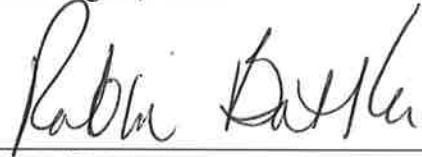
If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 4

This ordinance shall be in full force and effect after passage and approval as provided by law.

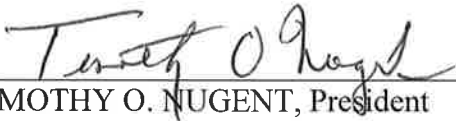
PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 20th day of August, 2018.

DEPOSITED with the Village Clerk this 20th day of August, 2018.



ROBIN BATKA, Village Clerk

APPROVED by me this 20th day of August, 2018.



TIMOTHY O. NUGENT, President

KANKAKEE COUNTY TAX AGENT

TELEPHONE (618) 656-5744
TOLL FREE (800) 248-2850
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025

August 10, 2018

Village of Manteno
98 E Third St
Manteno, IL 60950

Transaction Number: 0818927
Parcel Number: 03-02-21-217-010

Dear Sirs:

Enclosed is a purchase contract to enable the Village of Manteno to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of \$807.00 payable to the Kankakee County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$57.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,



Bill Krieger



PURCHASE CONTRACT

SELLER: Kankakee County, As Trustee

PURCHASER: Village of Manteno

SUBJECT PROPERTY: 03-02-21-217-010

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$807.00

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 beginning January 1 of the year 2019.

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 _____, 2018.

SELLER:

PURCHASER:

By: _____

By: 

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

PURCHASER ADDRESS:
Village of Manteno
98 E Third St
Manteno, IL 60950

K3-Mapper Web Map

