

CITY OF NEWTON
JASPER COUNTY, ILLINOIS

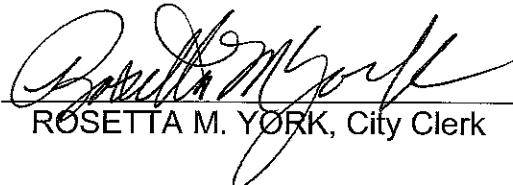
ORDINANCE NO. 23-02
AN ORDINANCE AUTHORIZING SALE OF REAL ESTATE

PASSED BY THE
CITY COUNCIL
OF THE
CITY OF NEWTON

THIS 7th DAY OF FEBRUARY, 2023

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 7th day of February, 2023.


ROSETTA M. YORK, City Clerk

ORDINANCE NO. 23-02

AN ORDINANCE AUTHORIZING SALE OF REAL ESTATE

WHEREAS, the City of Newton, Illinois is authorized, pursuant to 65 ILCS 5/11-74.4-1 et seq. to sell real estate for the redevelopment purposes identified in the Illinois Tax Increment Finance Redevelopment Act and the City of Newton Redevelopment Plan; and,

WHEREAS, the City Council has determined that the sale of certain real property described below would serve the best interests of the citizens of the City of Newton and will further the goals of the City of Newton Redevelopment Plan.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY OF NEWTON, JASPER COUNTY, ILLINOIS as follows:

Section I: That certain property located in Newton, Illinois, being comprised of 22 lots in FIVE APRILS CROSSING SUBDIVISION, shall be sold for the sum of Five Thousand Dollars (\$5,000.00) per lot, subject to the terms and conditions of the Certificate of Platting and Certificate of Restrictions and Covenants for FIVE APRILS CROSSING SUBDIVISION to the City of Newton, Illinois, recorded as Document number 1469 in Book 234, Page 1043-1050 in the Office of the Recorder of Jasper County, Illinois and further subject to the terms and conditions of that certain Agreement to Purchase to be entered into between ROBERT J. SAMANAS and KATHRYN L. SAMANAS, as Buyers and the City of Newton, Illinois, as Seller, the form of Agreement to Purchase being attached hereto as Exhibit A and further subject to all of the terms, conditions and regulations provided for in the Newton City Code, including but not limited to the City's building, electric, property maintenance and zoning codes.

Section II: The form of Agreement to Purchase attached hereto as Exhibit A is hereby approved and confirmed.

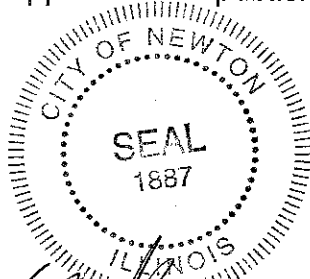
Section III: That City of Newton's Mayor Joshua J. Kuhl is hereby authorized to execute any and all documents necessary to consummate the sale of the real estate contemplated herein.

Upon roll call vote the following Alderpersons voted:

	Aye	Nay	Abstain	Not Present
Gayle Glumac			✓	✓
Kaleb Wright	✓			
Larry Brooks				✓
R. J. Lindemann	✓			
Eric Blake				✓
Marlene Harris	✓			

Mayor Kuhl ✓

Passed, approved and published in pamphlet form this 7th day of February, 2023.



CITY OF NEWTON, ILLINOIS

By: _____

Joshua J. Kuhl
 JOSHUA J. KUHL, Mayor

ATTEST:

Rosetta M. York
 ROSETTA M. YORK, City Clerk

EXHIBIT "A"

Prepared By: WILLIAM G. HEAP
**WEBER, HEAP, AYRES &
GREENE, P.C.**
122 South Van Buren Street
P.O. Box 7
Newton, IL 62448
(618) 783-8471

RECORDER'S DATA ONLY

AGREEMENT TO PURCHASE

ROBERT J. SAMANAS and KATHRYN L. SAMANAS, Buyers, of 51 E. Franklin Street, Shavertown, PA 18708, Phone: 570-332-8302 agrees to purchase at a price of Five Thousand Dollars (\$5,000.00) on the terms set forth, the following real estate (the Real Estate) legally described as:

Lot Number Twelve (12) in Five Aprils Crossing Subdivision to the City of Newton, Jasper County, Illinois, as set forth in Plat of Five Aprils Crossing Subdivision recorded June 20, 2012, as Document No. 1469 in Book 234 at Pages 1043-1050 of the records of the Office of the Recorder of Jasper County, Illinois.

commonly known as 402 Woods Farm Lane, Newton, IL 62448.

Seller, The City Newton, Illinois, 108 N. Van Buren Street, Newton, Illinois, Phone: (618) 783-8451 agrees to sell the Real Estate at the price and terms set forth and convey to Buyer on the following terms and conditions:

1. PAYMENT. Buyer has paid One Thousand Dollar (\$1,000.00) earnest money to Seller, and Buyer agrees to pay the entire purchase price, plus or minus prorations, in cash or its equivalent at time of closing.

2. CONTINGENCIES. This Agreement has no contingencies except as are provided for herein.

3. CLOSING. This transaction shall be closed within thirty (30) days after approval of the City Council of the City of Newton, Illinois, or on such other date as mutually agreed by the parties in writing at the office of Seller's attorney or Weber Title,

Inc., or elsewhere in Jasper County, Illinois. The costs of closing shall be paid one-half by Buyer and one-half by Seller.

4. POSSESSION. Seller shall deliver possession on date of closing.

5. CONSTRUCTION OBLIGATIONS AND POSSIBILITY OF REVERTER.

Buyer acknowledges that the Real Estate is zoned SR-1, Single Family Residential District and is restricted for residential use only. The Buyer shall:

A. Within one (1) year from the date this Agreement Buyer shall substantially complete construction of a single-family residential structure in compliance with the Certificate of Plating and Certificate of Restriction and Covenants of Five Aprils Crossing Subdivision and in compliance with all of the terms, conditions and regulations provided for in the Newton City Code, including but not limited to the City's building, electric, property maintenance and zoning codes.

B. Unless a time extension is granted by the City Council of the City of Newton, Illinois after written application for a time extension, if Buyer fails to substantially complete the construction of a single-family residence on the Real Estate within one (1) year from the date of this Agreement, then the Real Estate shall revert to Seller, together with any and all improvements thereon. The provisions of this Paragraph 5 shall survive closing and shall be included in the deed conveying the Real Estate to the Buyer. If the Buyer satisfies the provisions of this Paragraph 5, or the Seller otherwise authorizes, the Seller shall release the possibility of reverter.

6. INFRASTRUCTURE. Buyer shall pay to the City of Newton, Illinois for the material (which may include but not limited to, piping, fittings, the meter, backfill material, and/or boring under roads) required for installing the water service from the main to the premises in the manner prescribed by the City. The permit fee for the connection to the sewerage main shall be Two Hundred Fifty Dollars (\$250.00) refundable deposit, refundable upon inspection of completed project of the sewer connection.

7. TAXES. Seller shall give Buyer a credit for the 2022 real estate taxes due and payable in 2023 at closing based on the latest available information. Buyer shall then pay the 2023 real estate taxes and thereafter.

8. TITLE EVIDENCE. Upon approval of this agreement by the City Council of the City of Newton, Illinois, Seller shall, at Seller's expense within a reasonable period of time prior to closing, furnish to Buyer a Commitment for Owners Title Insurance. Seller shall, at Seller's expense, provide Buyer a title search and title insurance policy in the amount of the purchase price, dated after the date of this agreement, containing the standard American Land Title Association provisions, and containing exceptions normally accepted by lenders doing business in Jasper County, Illinois.

9. TITLE CONDITIONS:

A. The title may be subject to:

- (1) All taxes and special assessments payable after date of closing;
- (2) Zoning laws and ordinances of which there are no violations;
- (3) Restrictions, conditions and covenants of record;
- (4) Private, public and utility easements of record;
- (5) Roads, and rights of way of record;
- (6) Drainage ditches, feeders, laterals and underground tiles;
- (7) All prior reservations, exceptions or conveyances of oil, gas or other mineral title;
- (8) Existing leases and tenancies, if any;
- (9) The possibility of reverter set forth in Paragraph 5 of this Agreement.
- (10) Conditions, covenants, easements, restrictions and rights of way, if any, as set forth in the Plat of Five Aprils Crossing Subdivision recorded on June 20, 2012 as Document No. 1469 in Book 234 at page 1043-1050 in the Office of the Recorder of Jasper County, Illinois.

B. If title has defects which cannot be removed by date of closing, Seller may postpone closing for up to 30 days for purposes of clearing such defects or securing title insurance to insure over such defects.

C. If the title has defects which constitute interests, encumbrances or liens of ascertainable amounts which may be removed by the payment of money at closing then either party, upon giving written notice to the other of his intention, may clear the same by using funds from closing.

D. If the title has defects which cannot be cleared under paragraphs B or C, then Buyer may at their election terminate this agreement and their earnest deposit shall be returned to them, or Buyer may elect to take the property subject to the defects. Buyers' election must be in writing and directed to Seller or Sellers' agent.

10. CONVEYANCE. At closing Seller shall convey the Real Estate by General Warranty Deed pursuant to 765 ILCS 5/9, subject to the possibility of reverter set forth in Paragraph 5 of this Agreement as well as those matters set forth in Paragraphs 8 and 9 above.

11. TRANSFER TAXES. Seller further agrees to pay at closing any real estate transfer tax and to provide a completed State of Illinois Department of Revenue Real Estate Transfer Declaration (PTAX-203), if applicable.

12. ACKNOWLEDGMENTS.

A. Buyer and Seller acknowledge that the Real Estate is vacant land with no improvements.

B. BUYER AGREES THAT HE/SHE/THEY ARE BUYING THE REAL ESTATE AS IS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, UNLESS IT IS EXPRESSLY STATED IN A WRITING SIGNED BY THE SELLER.

13. DEFAULT. If Buyer fails to fully and faithfully perform each and every term and obligation of this Agreement, Seller may pursue any and all remedies available to Seller at law or in equity. If Seller files a lawsuit to enforce this Agreement, Seller shall be entitled to recover from Buyer any and all reasonable costs, expenses and attorney fees incurred by Seller in connection therewith as additional damages.

14. NOTICES. Notices required by this Agreement shall be in writing and may be served by personal delivery, or by mailing the same certified mail, return receipt requested, telegram, commercial express mail or electronic facsimile, to the addresses stated above. Notice shall be deemed to have been served on the date of mailing, or transmission.

15. DISCLOSURE. Buyer and Seller agree to make all disclosures and perform all acts necessary to comply with applicable federal and state laws, and to satisfy the requirements, if any, of the mortgage lender and settlement agent.

16. TIME AND SURVIVAL. Time is of the essence of this Agreement. All of the terms of this Agreement shall be binding upon the respective parties, their executors, administrators, successors and assigns and shall survive closing of the transaction and deed transfer.

17. GENDER. Where appropriate singular denotes plural and masculine denotes feminine and neuter gender.

IN WITNESS THEREOF, the parties have signed this Agreement with an effective date of ~~January~~ 7, 2023.

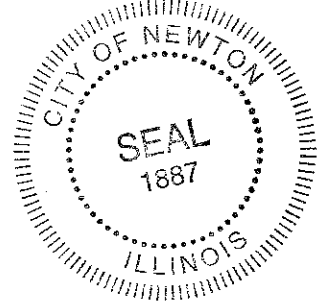
February *Rj*

Seller: CITY OF NEWTON, ILLINOIS

Buyer: ROBERT J. SAMANAS

By: *Joshua J. Kuhl*
JOSHUA J. KUHL, Mayor

Robert J. Samanas
ROBERT J. SAMANAS



Buyer: KATHRYN L. SAMANAS

Kathryn L. Samanas
KATHRYN L. SAMANAS

Prepared by:
WILLIAM G. HEAP, Reg. # 3124390
WEBER, HEAP, AYRES & GREENE, P.C.
122 South Van Buren Street
PO Box 7
Newton, IL 62448
(618) 783-8471
newton@whag.law