

ORDINANCE NO. F-0703

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY
FOR PUBLIC PURPOSES BY THE CITY OF WHEATON,
DUPAGE COUNTY, ILLINOIS (1734 N. MAIN STREET, WHEATON)

WHEREAS, Tim Thien Duc Nguyen and Kieu Kim Thi Nguyen (the "Seller") are the owners of certain real property located at 1734 North Main Street, DuPage County, Illinois, and legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Seller desires to sell to the City of Wheaton, DuPage County, Illinois, an Illinois municipal corporation (the "Purchaser"), and the Purchaser desires to buy from the Seller the Property, subject to and in accordance with the terms and provisions set forth in the Contract For Sale and Purchase of Real Estate (the "Contract") attached hereto and incorporated herein as Exhibit "B."

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, as follows:

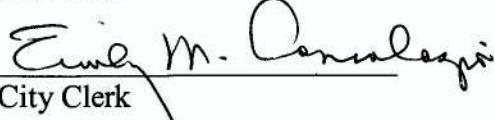
SECTION 1: That the Mayor and City Clerk be and the same are hereby authorized to execute the Contract between the City and Seller in substantially the form attached hereto as Exhibit "B" and, by this reference, incorporated therein.

SECTION 2: That the Mayor and City Clerk of the City be and the same are hereby authorized to execute and attest all other documents necessary to effectuate the purpose of the Contract and the purchase of the Property.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

PASSED and APPROVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, this 15th day of April, 2002.

ATTEST:


Eunie M. Donalego
City Clerk



Mayor Carr

Ayes:

Roll Call Vote:
Councilman Mouhelis
Councilman Gresk
Councilman Johnson
Mayor Carr

Ordinance No. F-0703/p 2

Councilwoman Johnson
Councilman Mork
Councilman Mouhelis

Nays: None

Absent: Councilman Eckhoff

Motion Carried Unanimously

Passed: April 15, 2002

Published: April 16, 2002

LOT 15 AND LOT 16 IN BLOCK 1 AND THAT PART OF VACATED BLUFF STREET LYING WESTERLY OF AND ADJOINING LOTS 15 AND 16, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 15 AND 16 AS VACATED BY ORDINANCE E-776 RECORDED AS DOCUMENT R65-13693 IN WHEATON HEIGHTS, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1891 AS DOCUMENT 45878, IN DUPAGE COUNTY, ILLINOIS, AND ALL OF LOT 7 IN MC GRATH AND GRIFFINS RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JUNE 21, 1966, AS DOCUMENT R66-23309, IN DUPAGE COUNTY, ILLINOIS.

LOTS 5 AND 6 (EXCEPT THAT PART OF LOT 5 LYING SOUTH OF THE NORTH LINE OF LOT 4 EXTENDED WESTERLY, AND EXCEPT THE SOUTH 100 FEET OF LOT 5 RUNNING WESTERLY 150 FEET) IN MCGRATH AND GRIFFIN'S RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 21, 1966 AS DOCUMENT R66-23309, IN DUPAGE COUNTY, ILLINOIS.

Known as: 1734 N. Main Street, Wheaton, IL 60187

PERMANENT INDEX NUMBER: 05-09-106-026
PERMANENT INDEX NUMBER: 05-09-106-027

CONTRACT FOR SALE
AND
PURCHASE OF REAL ESTATE

1. The City of Wheaton, an Illinois Home Rule Community, hereinafter referred to as "PURCHASER", agrees to purchase at a price of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), plus or minus prorations, payable at closing, by City of Wheaton check, on the terms set forth herein, the improved real estate in DuPage County described in Exhibit A attached hereto ("REAL ESTATE").

Permanent Parcel No. 05-09-106-026 and 05-09-106-027

Consisting of approximately .810 acres.

2. Tim Thien Duc Nugyen and Kieu Kim Thi Nguyen are the Owners of the REAL ESTATE, hereinafter referred to as "SELLER", and SELLER agrees to sell said REAL ESTATE in fee simple at the price and on the terms set forth herein, under the threat of eminent domain, and to cause to be conveyed to the PURCHASER by a recordable Warrantee Deed or Trustee Deed as the case may be, subject only to the following:

- a. General real estate taxes for the years 2001 and subsequent years.
- b. Special assessments not yet due and payable as of the date of closing; building, building line and use or occupancy restrictions, conditions and covenants of record that do not restrict the PURCHASER's ability to use the REAL ESTATE for PURCHASER's statutory purpose; zoning laws and ordinances; easements for public utilities; and drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

3. The PURCHASER shall obtain a title commitment and pay for all title charges, recording charges, and survey charges. SELLER shall reasonably cooperate with PURCHASER with respect to furnishing as soon as reasonably possible all prior title policies, surveys and related documents in SELLER's possession to facilitate closing.

4. SELLER shall provide proof of payment of the first and second installment of 2000 real estate taxes. SELLER shall give to PURCHASER a credit for the 2001 and 2002 real estate taxes through the date of closing based on 105% of the last ascertainable tax bill.

5. The parties agree that there was no real estate broker involved in this transaction.

6. Closing shall occur on or before April 30, 2002, unless otherwise agreed to by the parties. The closing shall occur at Chicago Title Insurance Company in Wheaton. Possession shall be delivered to PURCHASER at closing. The SELLER agrees that it will take no action to change the physical condition of the REAL ESTATE between the date of signing this Contract and the date of closing.

7. SELLER hereby authorizes the PURCHASER'S engineer, or other staff members, or private consultants, to enter upon the real estate and make a physical inspection at the SELLER'S cost, including an Environmental Phase One Inspection. Furthermore, this Contract is subject to the determination by PURCHASER's as a result of said inspection and that the land can be economically constructed as a storm water detention/retention/flood remediation facility. If after the above inspections are performed and it is determined that the REAL ESTATE contains environmental liabilities or other impairments that would prohibit or restrict orderly development as a stormwater detention/retention/remediation facility, then at the election of the PURCHASER, PURCHASER may serve notice upon SELLER within thirty (30) days of the execution of this Contract by both parties that this Contract is declared null and void.

8. The SELLER agrees to provide full disclosure to the PURCHASER in accordance with the mandates of the Illinois Responsible Property Transfer Act, regardless of whether the Act has been repealed, and any other applicable state statutes.

9. If the title commitment discloses unpermitted exceptions, SELLER shall have thirty (30) days from the date of PURCHASER's written request to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be thirty five (35) days after PURCHASER'S written request or the time specified in Paragraph Six (6) hereof, whichever is later. If SELLER fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, PURCHASER may terminate this Contract or may elect, upon notice to SELLER within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If PURCHASER does not so elect this Contract shall become null and void without further actions of the parties.

10. At the election of SELLER or PURCHASER upon notice to the other pay not less than five (5) days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title Company or American Title Insurance Company in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Company or American Title Insurance Company with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract shall be deposited in the escrow. If SELLER requires an escrow closing, the cost of the escrow shall be divided equally between the SELLER and the PURCHASER. If PURCHASER requests an escrow closing, then the PURCHASER shall bear the cost of the escrow.

Ordinance No. F-0703 146

11. SELLER shall provide PURCHASER with verification of how the PURCHASER's proceeds are to be distributed no later than five (5) business days prior to the scheduled closing. SELLER shall also provide PURCHASER with a copy of any payoff statement at least five (5) business days prior to the scheduled closing.

12. SELLER represents that there are no existing leases encumbering the REAL ESTATE.

13. Time is of the essence of this Contract.

14. All notices herein required shall be in writing and shall be deemed given if either (i) personally delivered, (ii) sent by registered or certified United States mail, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight courier service. Notices shall be served on the parties as follows:

SELLER:

Tim Thein Duc Nguyen
Kieu Kim Thi Nguyen
1734 North Main Street
Wheaton, Illinois 60187

PURCHASER:

CITY OF WHEATON
303 West Wesley Street
Wheaton, Illinois 60187

cc: James H. Knippen, II
WALSH, KNIPPEN, KNIGHT & DIAMOND, CHTD
601 West Liberty Drive
Wheaton, Illinois 60187

15. This Contract is subject to the approval of the PURCHASER's Corporate Authorities.

16. This Contract contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

17. No addition to, or modification of this Contract shall be effective unless fully set forth in writing and signed by both SELLER and PURCHASER. The invalidity or unenforceability of any provision or provisions of this Contract shall not render any other provision or provisions invalid or unenforceable.

Ordinance No. F-0703 / 47.

18. This Contract shall be construed in accordance with the laws of the State of Illinois. In any action to enforce any of the terms of this Contract, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs.

SELLER:

BY: _____
Tim Thien Duc Nguyen

BY: _____
Kieu Kim Thi Nguyen

DATE: _____

DATE: _____

PURCHASER:

CITY OF WHEATON,
an Illinois Home Rule Community

BY: _____
Mayor

ATTEST:

City Clerk

DATE: _____

Prepared by:
James H. Knippen, II
WALSH, KNIPPEN, KNIGHT & DIAMOND, CHTD.
601 West Liberty Drive
Wheaton, Illinois 60187
(630) 462-1980

Ordinance No. F-0703 1/8.

EXHIBIT A

LOT 15 AND LOT 16 IN BLOCK 1 AND THAT PART OF VACATED BLUFF STREET LYING WESTERLY OF AND ADJOINING LOTS 15 AND 16, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 15 AND 16 AS VACATED BY ORDINANCE E-776 RECORDED AS DOCUMENT R65-13693 IN WHEATON HEIGHTS, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1891 AS DOCUMENT 45878, IN DUPAGE COUNTY, ILLINOIS, AND ALL OF LOT 7 IN MC GRATH AND GRIFFINS RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORFDED JUNE 21, 1966, AS DOCUMENT R66-23309, IN DUPAGE COUNTY, ILLINOIS.

LOTS 5 AND 6 (EXCEPT THAT PART OF LOT 5 LYING SOUTH OF THE NORTH LINE OF LOT 4 EXTENDED WESTERLY, AND EXCEPT THE SOUTH 100 FEET OF LOT 5 RUNNING WESTERLY 150 FEET) IN MCGRATH AND GRIFFIN'S RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 21, 1966 AS DOCUMENT R66-23309, IN DUPAGE COUNTY, ILLINOIS.

Known as: 1734 N. Main Street, Wheaton, IL 60187

PERMANENT INDEX NUMBER: 05-09-106-026
PERMANENT INDEX NUMBER: 05-09-106-027