

Village of McLean

Resolution

19-09-09R

**A Resolution Authorizing Conveyance of Old Well
House Property at Intersection of E. Carlisle and S.
East Street**

Adopted by the Village Board
of the
Village of McLean

Published in pamphlet form by authority of the Village of McLean, McLean

County, Illinois this 13rd day of Sept, 2019.

STATE OF ILLINOIS)

) SS

COUNTY OF MCLEAN)

PUBLICATION CERTIFICATE

I, the undersigned Village Clerk, certify that I am the duly elected and acting Village Clerk of the Village of McLean, McLean County, Illinois.

I further certify that on Sept 9, 2019, the Board of Trustees of such municipality passed and approved

Resolution No. 19-09-09R entitled:

A Resolution Authorizing Conveyance of Old Well House Property at Intersection of E. Carlisle and S. East Street

Board of Trustees of the Village of McLean previously adopted a Resolution that authorized all Village Ordinances and Resolutions to be published in pamphlet form.

The pamphlet form of **Resolution No. 19-09-09R** including the Resolution and a cover sheet thereof, was prepared, and a copy of such Resolution was posted in the municipal building, commencing on _____, 20____ and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the Village Clerk.

Dated at McLean, Illinois, this 23rd day of Sept, 2019.

Sharon C. Leopold
Village Clerk

(SEAL)

RESOLUTION NO. 19- 09-09R

RESOLUTION OF THE VILLAGE OF MCLEAN AUTHORIZING
CONVEYANCE OF OLD WELL HOUSE PROPERTY AT INTERSECTION OF E.
CARLISLE AND S. EAST STREET, MCLEAN, ILLINOIS

WHEREAS, 65 ILCS 5/11-76-4.1 authorizes the Village of McLean to directly convey real estate; and

WHEREAS, the President and Board of Trustees make the following findings:

1. The real estate described in this Resolution is not needed by the Village of McLean and is considered surplus real estate.
2. A written appraisal has been presented to the President and Board of Trustees from a state licensed appraiser, and it has been examined and accepted.
3. The appraisal sets a value of (\$2,500.00) on the lot described in this Resolution.
4. With respect to the property, the Village of McLean finds the following particulars:
 - a. The lot is improved with an old pump house.
 - b. The size of lot is irregular and contains approximately 4516 square feet.
 - c. The lot is zoned C-1 (commercial).


NOW, THEREFORE, BE IT RESOLVED BY THE ACTING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MCLEAN, MCLEAN COUNTY, ILLINOIS, AS FOLLOWS:

- A. The Village of McLean hereby incorporates the foregoing findings as a part of this Resolution.
- B. Attached to this resolution and marked as Exhibit 1 is a Contract for Sale of Real Estate. The proposed Contract for the Sale of Real Estate for the lot that is the subject of the Resolution is approved by the Trustees of Village of McLean. The Village President and Village Clerk are authorized to sign the proposed Contract.
- C. That the President and Village Clerk are authorized and directed on behalf of the Village of McLean to execute a Special Corporation Warranty Deed with Reversion of Title and all other required documents to convey to Alex F. Harris the real estate more particularly described in Exhibit 2 attached hereto and incorporated herein by reference, which is Tax ID No. 26-35-484-001.

- D. That the sale contemplated by the attached resolution shall be conducted by the staff of the Village of McLean, and that no realtor or auctioneer shall be retained to aid in the sale of such property.
- E. That this Resolution shall be full force and effect upon its passage and approval.
- F. That this Resolution be published in accordance with 65 ILCS 5/11-76-4.1.

PASSED and approved on a roll call vote in due form of law by the Board of Trustees of the Village of McLean at a duly held meeting on the 9th day of September, 2019.

APPROVED:



Aaron Hammel, President of the Board of Trustees of
The Village of McLean

ATTEST:



Sharon Leipold, Village Clerk

AYES: 5
NAYS: 0
ABSENT: 1

CONTRACT FOR THE SALE OF REAL ESTATE (Rev. 11-15) BASED UPON MCLEAN COUNTY BAR ASSOC. Form 169C

Seller:

Village of McLean
McLean Village Hall
121 South Hamilton, P.O. Box 84
McLean, Illinois 61754

Buyer:

Alex F. Harris

Seller's Attorney:

McGrath Law Office, P.C.
Mark J. McGrath
113 South Main Street, P.O. Box 139
Mackinaw, Illinois 61755-0139

Buyer's Attorney:

James D. Bass
232 East Front Street
Bloomington, IL 61701

Phone: 309-359-3461

Fax: 309-359-8918

Email: realestate@mcgrathpc.com

Phone: (309) 828-6725

Fax: (309) 827-6802

Email: jim@jamesbasslaw.com

CONTRACT FOR THE SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

THIS CONTRACT is entered into between the Village of McLean, hereinafter referred to as **SELLER**, and Alex F. Harris, hereinafter referred to as **BUYER**, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** That SELLER sells the following described real estate, to-wit:

All of that triangular shaped tract of land lying in the Village of McLean and bounded on the South by Carlisle Street, on the East by East Street and on the West and North-west by Blocks 21 and 22 in the Original Town of McLean, In McLean County, Illinois.

P.I.N.: 26-35-484-001

Commonly known as: Old Well Pump House located at the Intersection of E. Carlisle and S. East Street, McLean, Illinois 61754

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

to BUYER, who agrees to pay directly to SELLER \$2,000.00 by on or before the 8th day of October, 2019.

2. **DEMOLITION OR REPAIR OF PUMP HOUSE BUILDING:** There is an old pump house building on the property that is in poor condition. BUYER agrees to either demolish or repair the old pumphouse building by February 3, 2020. The minimum amount of repairs that shall be completed shall consist of replacement of the roof and repairs the windows in the building, which are currently boarded up. The repairs shall be at a minimum made us such a manner so that the windows are no longer boarded up. If the building is not demolished or repaired by February 3, 2020, the property will revert back the SELLER automatically. This restriction will be recorded in the McLean County Recorder of Deed's Office.
3. **EVIDENCE OF TITLE:** That on or before the 3rd day of June 2019, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the SELLER and issued to BUYER after delivery of deed. The title policy is subject to reversion of title as stated in the preceding paragraph and is subject to underground tile and the existing tile inlet located on the property.
4. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed and shall deliver possession to BUYER upon payment being made as herein provided, on or before the 8th day of October, 2019. SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.
5. **RISK OF LOSS:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
6. **TAXES:** The property that is the subject of this contract is owned by the SELLER and is currently not subject to real estate taxes. If a real estate tax bill is issued for 2019 due and payable in 2020, then the real estate tax bill shall be prorated as of the date of possession, as set forth in paragraph 4. The tax proration shall be based upon the actual tax bill issued. It is the responsibility of the BUYER to furnish to the SELLER a copy of the 2019 real estate tax bill issued in 2020, if any, and to request reimbursement for the SELLER'S share of the property taxes.
7. **ENCUMBRANCES:** Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering

title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

8. **PERSONAL PROPERTY**: The purchase price expressed above includes the following items which pass for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind: NONE.
9. **FINANCING**: This Contract is NOT subject to BUYER obtaining financing.
10. **INSPECTIONS**: BUYER has already inspected the property subject of this contract and agrees to purchase property in its current condition on an AS IS basis.
11. **SELLER'S WARRANTIES**: SELLER hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:
 - A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
 - B. Additional Warranties: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind, except for those specified in Paragraph 13 (A) and of this Contract. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."
12. **ADDITIONAL PROVISIONS**: The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
 - A. BUYER shall assume any assumption or transfer fees incurred as a result of BUYER assuming, or taking subject to, SELLER'S existing mortgage, and both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
 - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
 - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties
 - D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, *et seq.*), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, *et seq.*).
 - E. Time is of the essence of this Contract.

- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. SELLER is exempt from the Residential Real Property Disclosure since the SELLER is a government entity.
13. **NOTICES, ETC.**: Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.
14. **PREPARATION AND APPROVAL**: This Contract was prepared by McGrath Law Office, P.C., SELLER'S attorney, and approved by BUYER and/or BUYER'S attorney.
15. **SETTLEMENT**: Closing shall be held at Chicago Title in Bloomington, Illinois.
16. **ATTORNEY'S FEES AND EXPENSES**: Should SELLER or BUYER bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.
17. **DEFAULT**: In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
18. **ENTIRE AGREEMENT**: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to
several counterparts of this Agreement, of equal effect.

DATE SIGNED BY SELLER: _____, 2019.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:

Village of McLean

BY: _____
Aaron Hammel, its President

ATTESTED TO:

BY: _____
Sharon Leipold, its Village Clerk

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EXHIBIT 2

A PART OF THE PUBLIC RIGHT OF WAY LYING EAST OF BLOCK 22, NORTH OF BLOCK 31, AND WEST OF BLOCK 32, IN THE ORIGINAL TOWN, NOW VILLAGE OF MCLEAN, MCLEAN COUNTY, ILLINOIS ACCORDING TO THE PLAT OF THE TOWN OF MCLEAN RECORDED IN PLAT BOOK 3, PAGE 368, IN THE OFFICE OF THE MCLEAN COUNTY RECORDER, SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE LOT LINE BETWEEN LOTS 3 AND 4, IN BLOCK 22 OF THE ORIGINAL TOWN OF MCLEAN, IF EXTENDED IN A STRAIGHT LINE WOULD INTERSECT WITH THE NORTH LINE OF CARLISLE STREET IF EXTENDED FROM BLOCK 22 TO BLOCK 32 IN SAID ORIGINAL TOWN; THENCE RUNNING IN A NORTHEASTERLY DIRECTION PARALLEL WITH THE SOUTHEAST LINE OF LOTS 1, 2 AND 3 OF SAID BLOCK 22, 90.17 FEET, TO THE SOUTH LINE OF THE PUBLIC STREET IF EXTENDED IN A STRAIGHT LINE, RUNNING IN A SOUTHEASTERLY AND NORTHWESTERLY DIRECTION BETWEEN BLOCKS 21 AND 22 IN SAID ORIGINAL TOWN OF MCLEAN, ILLINOIS; THENCE RUNNING SOUTHEASTERLY ALONG THE EXTENSION OF SAID SOUTH LINE OF THE PUBLIC STREET, FORMING AN ANGLE TO THE RIGHT OF 90 DEGREES 58 MINUTES, 43 SECONDS WITH THE LAST DESCRIBED COURSE, 100.18 FEET, TO A POINT ON THE NORTH LINE OF CARLISLE STREET IF EXTENDED FROM BLOCK 22 TO BLOCK 32 IN SAID ORIGINAL TOWN; THENCE WESTERLY ALONG SAID NORTH LINE OF CARLISLE STREET FORMING AN ANGLE TO THE RIGHT OF 41 DEGREES 33 MINUTES 03 SECONDS WITH THE LAST DESCRIBED COURSE, 135.95 FEET, TO THE POINT OF BEGINNING, I N MCLEAN COUNTY, ILLINOIS.

Tax ID No. 26-35-484-001.