

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 425

AN ORDINANCE APPROVING PURCHASE OF REAL ESTATE
FORMERLY KNOWN AS THE HOW STORE IMPLEMENT BUILDING
IN THE CITY OF LEROY, ILLINOIS.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 20th DAY OF
Janauary, 1992.

PRESENTED: January 20, 1992

PASSED: January 20, 1992

APPROVED: January 20, 1992

RECORDED: January 20, 1992

PUBLISHED: January 20, 1992

In Pamphlet Form

Voting "Aye" 4

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

Juanita Sagley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: January 20, 1992.

AN ORDINANCE APPROVING PURCHASE OF REAL ESTATE
FORMERLY KNOWN AS THE HOW STORE IMPLEMENT BUILDING
IN THE CITY OF LEROY, ILLINOIS

WHEREAS, the City of LeRoy, McLean County, Illinois, has authority in accordance with the laws of the State of Illinois, including those laws as set forth in Chapter 24, Paras. 11-76.1-1 and 11-76.1-3, Illinois Revised Statutes 1989 (as amended), to purchase real estate for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in a period not exceeding twenty (20) years; and

WHEREAS, the Mayor and City Council of the City of LeRoy, Illinois, an Illinois municipal corporation, located in the County of McLean and State of Illinois, hereby find that purchase of the real estate described hereinafter is in the best interests of the City and of its citizens; and

WHEREAS, the terms of a contract for purchase of the hereinafter described real estate have been negotiated with the Seller,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, in lawful meeting assembled, as follows:

Section 1. That the City Council hereby finds that it is in the best interests of the City of LeRoy and its residents to purchase that real estate located at 212 East Pine Street and described as follows:

Lots 6 and 7 in Block 17 of the Original Town of LeRoy,
McLean County, Illinois,

said property being commonly known as the former How Store Implement Building, and being currently owned by Larry L. Golden, Gary G. Golden and Dorothy Golden, Executor of the Estate of Kenneth E. Golden, deceased. The corporate authorities of the City of LeRoy hereby find that all of the recitals contained in the preambles to this ordinance are true, complete, and correct, and they hereby incorporate said recitals into this Section 1 of this ordinance by this reference thereto. It is necessary and in the best interests of the City of LeRoy to acquire the aforesaid real estate to be used for public purposes.

Section 2. That the City Council hereby approves the contract providing for the purchase of the real estate previously described herein, a copy of said contract being attached hereto as Exhibit "A," and incorporated herein by reference.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute the original and four (4) copies of the aforesaid contract, a copy of which is attached hereto as Exhibit "A," and to cause the original and one signed copy to be returned, after being fully executed by all the parties, to the City Clerk or the City Attorney, with three (3) signed copies being retained by the Seller.

Section 4. Within thirty (30) days after the adoption of this ordinance by the corporate authorities of the City of LeRoy, this ordinance, preceded by a notice conforming to the requirements of Para. 11-76.1-3 of Chapter 24, Illinois Revised Statutes, 1989 (as amended) (in substantially the form thereof presented at the meeting of the Mayor and City Council of the City of LeRoy at which this ordinance is adopted), shall be published twice in the *LeRoy Journal*, published in LeRoy, Illinois, the same being a newspaper (as described in An Act to revise the law in relation to notices, R.S. 1874, p.723), and of general circulation within the City of LeRoy, and if no petition, signed by not less than the number of electors of the City of LeRoy being equal to fifteen percent (15%) of the number of electors actually having voted for the mayor at the last preceding general municipal election at which the mayor was elected, asking that the question of purchasing the aforescribed real estate be submitted to the electors of the City of LeRoy, is filed with the City Clerk of the City of LeRoy within sixty (60) days after the date of the second publication of this ordinance and such notice, then this ordinance shall be in full force and effect. If such petition is filed, an election on the question shall be held as set forth in such notice at the General Primary Election to be held on March 17, 1992, if such election is held and such question is presented, and otherwise at the next election at which such question could be presented. The City Clerk shall have available and provide a form of petition (in substantially the form as presented before the meeting of the corporate authorities of the City of LeRoy at which this ordinance is adopted) to any person requesting one.

Section 5. If no petition meeting the requirements of applicable law is filed as provided above in Section 4, and there is no material change in the contract providing for the purchase of the aforescribed real estate, or in the purposes as hereindescribed for the purchase of the aforesaid real estate, then the mayor and city council in accordance with and pursuant to the law of the State of Illinois, may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, and may proceed to complete the purchase of the aforescribed real estate for the price as set forth in the contract attached hereto as Exhibit "A." Any additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable laws; and this ordinance, together with such additional ordinances or other proceedings, shall constitute authority for the purchase of the aforesaid real estate under applicable law.

Section 6. That after the passage and approval of this ordinance, publication of the same shall be caused to be made by the City Clerk in accordance with the provisions of Chapter 24, Para. 11-76.1-3, Illinois Revised Statutes, 1989 (as amended).

Section 7. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 8. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

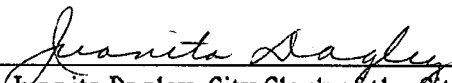
PASSED BY the City Council of the City of LeRoy, Illinois, on the 20th day
of Janauary, 1992.

ALDERMEN ELECTED: 6

ALDERMEN PRESENT: 4

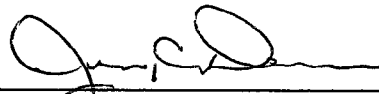
AYES: Gary Builta, David Spratt, Robert D. Johnson, Jerry Davis

NAYS: None



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

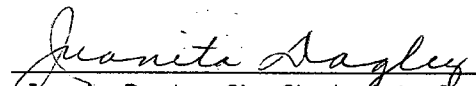
APPROVED BY the Mayor of the City of LeRoy, Illinois, this 20th day of January,
1992.



Jerry C. Davis, Mayor of the City of LeRoy,
Illinois

ATTEST:

(SEAL)



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

**CONTRACT FOR SALE OF REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION FORM (REV. 5-90)**

Seller: <u>LARRY L. GOLDEN, GARY G. GOLDEN,</u>	Buyer: <u>CITY OF LEROY, an Illinois municipal</u>
<u>Estate of KENNETH E. GOLDEN, deceased</u>	<u>corporation</u>
<u>c/o Gary L. Golden, R. R. # 2,</u> Address	<u>c/o Hunt Henderson, Attorney at Law</u> Address
<u>LeRoy, Illinois 61752</u> City/State/Zip	<u>112 East Center Street, LeRoy, Illinois 61752</u> City/State/Zip
<u>Attorney/Telephone</u>	<u>Hunt Henderson / (309) 962-2791</u> Attorney/Telephone
<u>Street, P.O. Box</u>	<u>112 East Center Street</u> Street, P.O. Box
<u>City/State/Zip</u>	<u>LeRoy, Illinois 61752</u> City/State/Zip
<u>N/A</u> Listing Broker/Telephone	<u>N/A</u> Selling Broker/Telephone
<u>N/A</u> Agent/Telephone	<u>N/A</u> Agent/Telephone

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, entered into between LARRY L. GOLDEN, GARY G. GOLDEN, and DOROTHY GOLDEN,
Executor of the Estate of KENNETH E. GOLDEN, deceased.
hereinafter referred to as Seller(s), and the CITY OF LEROY, an Illinois municipal corporation,
hereinafter referred to as Buyer(s), **WITNESSETH:**

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

Lots 6 and 7 in Block 17 of the Original Town of LeRoy,
McLean County, Illinois,

with improvements, commonly known as the old HOW Store Implement Sales Building, 212 East Pine Street, LeRoy, Illinois 61752, located thereon, to Buyer, who agrees to pay \$48,000.00 therefor in the manner following:

\$ -0- (inclusive of earnest money) upon the execution of this Agreement:

EXHIBIT "A"

~~_____ (a) To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 9;~~

~~_____ (b) To be held in escrow until closing;~~

~~_____ (c) To be delivered to Seller, receipt of which is hereby acknowledged;~~

and the remainder on or before the 15th day of April, 19 92,
and on receipt of deed.

2. **EVIDENCE OF TITLE:** On or before the 31st day of March, 19 92,
Seller will furnish Buyer: (NOTE: Use (a) for abstract only; (b) for title policy only. If Seller
is to have option as to abstract or title policy, then use (a) and (b) with intervening phrase.)

~~a. Complete abstract of title to said premises, brought down to recent date, certified by a competent abstractor, showing merchantable title to said premises according to the rules and standards of the Bar of the County in which said real estate is situated, subject only to the matters to which this sale is subject by the terms hereof, and allow Buyer a reasonable opportunity to have said abstract examined. Merchantable title means merchantable as of delivery of deed and the term "complete abstract" means an abstract showing all matters necessary to make title merchantable as of delivery of deed. On or before the _____ day of _____, 19 _____, Buyer shall submit to Seller a written statement of any title objections deemed material. Seller shall have until date for delivery of deed to correct such objections as are necessary to render title merchantable.~~

Or, in lieu of such abstract of title, Seller may furnish:

b. 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 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.

3. **DEED:** 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 upon payment being made as herein
provided, on or before the 15th day of April, 19 92.

4. **POSSESSION:** Possession of said real estate is to be delivered to Buyer on or before the 15th day of April, 19 92, upon payment being made as herein provided. Seller shall pay public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

5. **INSURANCE:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (Illinois Revised Statutes, Chap 29, Sec. 8.1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

6. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available.

7. **ENCUMBRANCES:**

(a) Mortgage to

_____ which will be assumed by Buyer, if so provided in Paragraph 1, but if not so provided, then it shall be satisfied out of purchase price and released when deed is delivered;

(b) 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 to the Buyer for no additional consideration: NONE.

9. **TERMITE PROVISION:** Not less than seven (7) days prior to closing, Seller shall furnish Buyer a current written statement from a recognized exterminator that based upon careful inspection of accessible areas, and on sounding of accessible structural members, there is no evidence of termite or other wood destroying insect infestation. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is damage to any structural members. In the event it is determined that structural damage exists, then Seller shall have the option of correcting such structural damage, or returning the downpayment to Buyer and nullifying the contract.

10. **EQUIPMENT:** Seller represents to Buyer that all mechanical equipment, heating, and cooling equipment; water heaters and softeners; septic, plumbing and electrical systems; remaining with the premises shall be in operating condition at the time of closing. However, Seller makes no warranty, express or implied, with respect to such equipment; Buyer may have any of the above inspected at Buyer's expense, and if any of the above are not found in operating condition, Seller shall be notified in writing no less than seven (7) days prior to the closing.

Upon receipt of such notification, it shall be Seller's responsibility to put the defective equipment in operating condition. Buyer may have a walk-through of the premises twenty-four (24) hours

prior to closing to verify that such equipment is in operating condition. In the absence of written notice of any deficiency from Buyer, Seller shall have no further responsibility with reference thereto.

11. SELLER'S WARRANTIES: Seller hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:

(a) That no work has been done upon, or materials furnished, to the premises which could give rise to a lien or liens under the Mechanics' Lien laws of the State of Illinois;

(b) Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 8, and all of said property, together with all appliances and mechanical systems built into the premises are free from security interests or lien of any real estate mortgage noted in Paragraph 7 herein;

(c) Additional Warranties: **None.**

12. ADDITIONAL PROVISIONS: The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:

(a) Unless otherwise agreed, 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) When used in this instrument, unless the contract requires otherwise, 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) It is mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties, and that time is of the essence of this contract.

(d) It is acknowledged by the parties hereto that the State of Illinois has enacted a Smoke Detector Act;

(e) Other: (1) The premises are currently occupied by a tenant on a month-to-month tenancy. Buyer takes the premises subject to the rights of such tenant. (2) This contract and Buyer's obligation to buy the property as contemplated by the parties herein is contingent upon Buyer meeting all requirements of the applicable laws of the State of Illinois, including there being no petition filed causing the question of the purchase of the hereindescribed real estate to be submitted to a referendum by the electors of the City of LeRoy. In the event that one or more petitions are filed and are

In valid form, and thereby cause the question to be submitted at the next general election at which such question may be submitted, the Buyer reserves the right to terminate the contract, or to proceed and reserves the option to extend the final date for completion of this contract to a date ninety days after the next general election at which the question of the purchase of the aforesaid real estate may be submitted to the electors if such question cannot be submitted at the primary election to be held on March 17, 1992, and, if the Buyer exercises such option, the parties hereto agree that interest at the rate of seven percent (7%) shall be paid from and including April 16, 1992, up to and including the day preceding the date on which final settlement of this contract is held, said interest being simple interest calculated annually on the amount of the purchase price from time to time due and outstanding under this contract.

13. **NOTICES, ETC.:** That abstracts, title commitments, communications or notices with reference to this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

14. This Contract was prepared by Hunt Henderson, Buyer's attorney, and approved by Seller.

15. **SETTLEMENT:** That closing shall be held at the office of Buyer's lending institution, or such place as the parties agree upon.

16. **RADON TESTING:** Seller certifies that Seller has received no indication or notification that there are radon levels within the structure which would be in excess of acceptable federal, state or other governmental agency guidelines. In the event Buyer wishes to determine whether the structure contains radon levels in excess of the guidelines promulgated by any federal, state, or other governmental agency, Buyer may have the premises tested for the presence of radon at Buyer's expense prior to closing. If any such tests reveal excess radon levels in the structure, Buyer shall notify Seller not less than seven (7) days prior to closing and Seller shall have the option to correct said radon infiltration at Seller's expense or Seller may return the downpayment to Buyer and nullify this contract.

17. **WELL/SEPTIC TESTING:** If the premises are served by a water well or private waste disposal system, Buyer may at Buyer's expense, have the water well and/or private waste disposal system inspected. In the event said inspection(s) reveal insufficient water service or that the water well is contaminated in excess of County Ordinances or Board of Health regulations or it appears that the private waste disposal system is not operating properly, then Buyer shall notify Seller not less than seven (7) days prior to closing and Seller shall have the option of correcting such items or returning the downpayment and nullifying this contract.

18. **TOXIC OR HAZARDOUS WASTE:** Seller represents that they-he-she-it-is-are unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as hereinafter stated.

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(S): _____, 19____.

DATE SIGNED BY BUYER (S): _____, 19____.

This Contract will be deemed effective as of the last date signed.


SELLER

BUYER

X _____
LARRY L. GOLDEN

CITY OF LEROY, An Illinois municipal corporation,

X _____
GARY G. GOLDEN

By: 
Jerry Davis, Mayor of the City of LeRoy,
Illinois

X _____
DOROTHY GOLDEN, Executor of the Estate
of KENNETH E. GOLDEN; deceased

Attest: _____
Juanita Dagley, City Clerk of the City
LeRoy, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

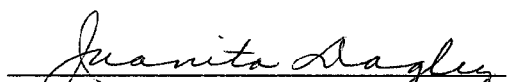
I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean, County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE APPROVING PURCHASE OF REAL ESTATE
FORMERLY KNOWN AS THE HOW STORE IMPLEMENT BUILDING
IN THE CITY OF LE ROY, LLINOIS.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 20th day of January, 19 92, and a faithful record of said Ordinance has been amde in the record books.

Dated this 20th day of Janaury, 19 92.



Juanita Dagley, City Clerk of the City of
LeRoy, Illinois

(SEAL)

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy of McLean County, Illinois.

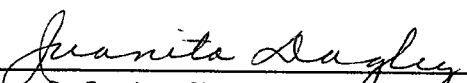
I further certify that on January 20, 19 92, the corporate authorities of such municipality passed and approved Ordinance No. 425, entitled:

**AN ORDINANCE APPROVING PURCHASE OF REAL ESTATE
FORMERLY KNOWN AS THE HOW STORE IMPLEMENT BUILDING
IN THE CITY OF LE ROY, ILLINOIS,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 425, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 425 was posted at the municipal building, commencing on January, 19 92, and continuing for at least ten days thereafter. Copies of such Ordinance No. 425 were were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 20th day of January, 19 92.



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

Original

Attach
Ordinance
(Signed?)

For Juanita
to sign &
return to
Hunt.

CE OF DECISION TO PURCHASE REAL ESTATE
AND RIGHT TO FILE PETITION

NOTICE is hereby given that, pursuant to Ordinance No. 425, adopted January 20, 1992, the City of LeRoy, McLean County, Illinois (hereinafter referred to as "CITY"), has determined to purchase real estate as described in the aforesaid ordinance, such real estate to be used for public purposes. In addition, notice is hereby given that if a petition signed by not less than 58 electors from the CITY requesting that the question of purchasing the aforesaid real estate be submitted to the City Clerk of the City of LeRoy within sixty(60) days of the second date of the publication of this notice, and after adoption of the ordinance set forth hereinafter, the question of so purchasing the aforesaid real estate shall be submitted to the electors of the CITY at the General Primary Election to be held on March 17, 1992, if such election is held and such question is presented, and otherwise at the next election at which such question could be presented. A form of petition is available in the City Clerk's Office.

x Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy
McLean County, Illinois

PETITION

original

LeR
199

ursuant to Section 4 of Ordinance No. _____ of the City of
(hereinafter referred to as "CITY"), adopted _____,

**PURCHASE OF REAL ESTATE FORMERLY KNOWN AS THE HOW STORE
E CITY OF LE ROY, ILLINOIS,**

each of the undersigned hereby certifies, as applicable to each, that each is an elector (a registered voter) of the CITY, and hereby petitions and asks that the question of purchasing the real estate described as **Lots 6 and 7 in Block 17 of the Original Town of LeRoy, McLean County, Illinois**, to be used for public purposes of the CITY, as set forth in the above ordinance, be submitted to the electors of the CITY at the general primary election to be held on March 17, 1992, if such election is held and such question is presented, and otherwise at the next election at which such question could be presented:

	<u>Print Name</u>	<u>Address</u>	<u>LeRoy, Il.</u>	<u>Signature</u>
1.	_____	_____	LeRoy, Il.	_____
2.	_____	_____	LeRoy, Il.	_____
3.	_____	_____	LeRoy, Il.	_____
4.	_____	_____	LeRoy, Il.	_____
5.	_____	_____	LeRoy, Il.	_____
6.	_____	_____	LeRoy, Il.	_____
7.	_____	_____	LeRoy, Il.	_____
8.	_____	_____	LeRoy, Il.	_____
9.	_____	_____	LeRoy, Il.	_____
10.	_____	_____	LeRoy, Il.	_____

Statement: I, _____, of _____, LeRoy, Illinois, hereby state that I am a registered voter of LeRoy, Illinois, that the above signatures on this sheet were signed in my presence in LeRoy, Illinois, and are genuine, and to the best of my knowledge and belief each of the persons so signing were at the time of signing registered voters of the City of LeRoy, Illinois, and their addresses are correctly stated.

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

The above statement was subscribed and sworn to before me this
_____ day of _____, 1992.

Notary Public

My Commission expires: _____