

CITY OF LE ROY

ORDINANCE NO. 159

AN ORDINANCE PROVIDING FOR THE PURCHASE
OF REAL ESTATE BY CITY OF LE ROY, ILL.

ADOPTED BY THE
CITY COUNCIL
CITY OF LE ROY, ILL.

This 15th day of March, 1982

Published in pamphlet form by authority of the City Council of the
City of Le Roy, McLean County, Illinois this 17th day of March, 1982.

Published
LeRoy Journal
3-18 - 3-25-82
CITY COPY
11-11-82

ORDINANCE NO. 159

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL ESTATE BY THE CITY OF LEROY, ILLINOIS.

Whereas, the Mayor and City Council of the City of LeRoy, Illinois, have determined it to be in the best interests of the City of LeRoy and the citizens thereof to purchase that real estate now owned by George Fluegel and Gary Kennedy of LeRoy, Illinois, located in Block 72 of Conkling's Addition to the City of LeRoy, Illinois, and being bounded by Warren Street on the North and Hemlock Street on the West; and

Whereas, the corporate authorities of the City of LeRoy, Illinois, an Illinois municipal corporation, have the authority under Chapter 24, Section 11-76.1-1 (ii) Illinois Revised Statutes 1979 (as amended) to purchase real property for public purposes pursuant to a contract providing that the municipality may, at its option, purchase the property subject to an agreement wherein payments previously made are deducted from the purchase price of the property; and

Whereas, the corporate authorities of the City of LeRoy, Illinois, have negotiated an option to purchase said real estate for One Dollar and other good and valuable consideration as set forth in a separate agreement for the sale of real estate,

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

Section 1. That the agreement for the option to purchase real estate attached hereto and marked "Attachment 1" is hereby approved and the Mayor of the City of LeRoy and the City Clerk are hereby directed to execute said document at such time hereafter as such execution is appropriate in order to consummate the sale agreed to in said attachment.

Section 2. That the real estate to which the option to purchase relates in accordance with said agreement is described as:

The North 25 feet of the West 1/2 of Lot 6 in Block 72 of Conkling's Addition to the City of LeRoy, McLean County, Illinois.

Section 3. That the temporary easement attached hereto as "Attachment 2" is hereby approved and the Mayor of the City of LeRoy is hereby directed to obtain said temporary easement as expeditiously as possible and to cause the exploration for said water well to be undertaken promptly.

Section 4. That this ordinance shall be in full force and effect as provided by law after its passage, approval and publication in a newspaper published within the City of LeRoy as provided by law.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 15th day of March, 1982.

AYES Loren Bean, Michael Hanafin, Jon Winston, David King, Mayor Jack Moss

NAYS None

Jeanette Hagley
City Clerk of the City of LeRoy, Illinois

Approved by the Mayor of the City of LeRoy, Illinois, this 15th day of March, 1982.

Jack A. Moss
Mayor of the City of LeRoy, Illinois

ATTEST:

(Seal)

Jeanette Hagley
City Clerk of the City of LeRoy, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)


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 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 PROVIDING FOR THE PURCHASE OF
REAL ESTATE BY THE CITY OF LEROY, ILLINOIS.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 15th day of March, 1982, and that a faithful record of said ordinance has been made in the record books.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal of office this 15th day of March, 1982.



City Clerk

(Seal)

CITY
ORIGINAL

OPTION TO PURCHASE REAL ESTATE

This option is given this 17TH day of MARCH, 1982, by GEORGE FLUEGEL and GARY KENNEDY, each of LeRoy, Illinois, hereinafter referred to as Optionors, and is given to The CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, hereinafter referred to as "City".

1. Grant of Option. Optionors, in consideration of One Dollar and other good and valuable consideration in hand paid by City to Optionors, the receipt of which is acknowledged by Optionors, grants to City the exclusive right and option to purchase, on those terms and conditions as set forth in the proposed contract attached hereto as Attachment 1, that real property in McLean County, Illinois, described as follows:

The North 25 feet of the West 1/2 of Lot 6 in Block 72 of Conkling's Addition to the City of LeRoy, McLean County, Illinois.

2. Option. The term of this option shall be 180 days, commencing on the date of this agreement and continuing until 5:00 P.M. 180 days hereafter counting the day after the date first above written as the first of the 180 days.

3. Purchase Price of Property. The whole purchase price of the property is Two Thousand Dollars (\$2,000.00), which amount shall be payable as hereinafter provided if City elects to exercise its option.

4. Exercise of Option. City may exercise its option by giving Optionors written notice thereof, signed by the Mayor of the City of LeRoy and attested to by the City Clerk, before the time herein set forth for expiration. Within fifteen (15) days after receipt of such notice, Optionors shall deliver to City, and upon receipt of the purchase price as previously set forth herein, a general Warranty Deed to the property. Tender of City's valid check for the purchase price in full shall constitute a sufficient tender.

5. Proof of Title. City shall, at its expense, obtain a policy of title insurance or an updated abstract and attorney's title opinion thereon, assuring the title to the property to be free and clear of all defects except those customarily waived by title insurers and attorneys in the County of McLean, State of Illinois. Title to the property shall be conveyed free and clear of all encumbrances on the part of Optionors except matters of zoning and subdivision regulation and recorded easements and right of way. Optionors shall cooperate in every reasonable manner with City in order to assist City in obtaining said updated abstract or title insurance policy by loaning to City or giving to City such documents or other information as may be necessary in order to obtain the updated abstract or commitment letter for title insurance.

6. Failure to Exercise Option. If City does not exercise this option in accordance with its terms and within the option period, this option and the rights of City shall automatically and immediately terminate without notice. In the event City fails to exercise this option, Optionors shall retain the sum paid as consideration for this option.

7. Notices. All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the parties' above listed address, or when delivered personally to such party.

8. Time of Essence. Time is of the essence of this option.

9. Binding Effect. This option shall be binding upon and shall inure to the benefit of the parties hereto and to the respective heirs, successors in interest or assigns.

EXECUTED at LeRoy, Illinois, the date first written above.

John D. ...
Mayor of the City of LeRoy, Illinois

ATTEST:

(Seal)

Janita ...
City Clerk of the City of LeRoy, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for the aforesaid county and state, DO HEREBY CERTIFY that JACK W. MOSS, personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY, personally known to me to be the City Clerk of the City of LeRoy, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing as Mayor and City Clerk of said city and caused the seal of said city to be affixed thereto, pursuant to the authority given by the City of LeRoy as their free and voluntary act, and as the free and voluntary act and deed of said city for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of MARCH, A. D. 1982.

My Commission Expires May 9, 1982

Marilyn H. Lewis
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

George Fluegel
George Fluegel

I, the undersigned, a Notary Public in and for the aforesaid county and state, DO HEREBY CERTIFY that GEORGE FLUEGEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 17th day of MARCH, A. D. 1982.

My Commission Expires May 9, 1982

Marilyn H. Lewis
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

Gary Kennedy
Gary Kennedy

I, the undersigned, a Notary Public in and for the aforesaid county and state, DO HEREBY CERTIFY that GARY KENNEDY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 17th day of MARCH, A. D. 1982.

My Commission Expires May 9, 1982

Marilyn H. Lewis
Notary Public

This instrument prepared by
Hunt Henderson, Attorney at Law
122 N. Chestnut Street
LeRoy, IL 61752
Phone (309) 962-2791

THIS AGREEMENT, entered into this _____ day of _____, 19 82, between
GEORGE FLUEGEL and GARY KENNEDY,

hereinafter referred to as Seller, and the CITY OF LEROY, an Illinois municipal corporation,
of McLean County, Illinois,

hereinafter referred to as Buyer, WITNESSETH:

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

The North 25 feet of the West 1/2 of Lot 6 in Block 72
of Conkling's Addition to the City of LeRoy, McLean County,
Illinois,

with improvements ~~commonly known as~~

located thereon, to Buyer, who agrees to pay \$ 2,000.00 therefor in the manner following: \$ 0
~~upon the execution of this agreement, receipt whereof is hereby acknowledged.~~

On or before 180 days after the date of this contract and on receipt
of deed.

~~THE ENTIRE PURCHASE PRICE OF THIS REAL ESTATE SHALL BE PAID BY BUYER TO SELLER BY DEPOSITING THE SAME WITH THE CITY OF LEROY, ILLINOIS, ON THE DATE OF DELIVERY OF DEED TO BUYER. SELLER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND CHARGES INCURRED BY BUYER IN CONNECTION WITH THE PURCHASE OF THIS REAL ESTATE.~~

2. EVIDENCE OF TITLE: Buyer shall obtain title insurance or updated abstract
at Buyer's expense. Seller to cooperate with Buyer insofar as providing any
documents that may be in Seller's possession to assist Buyer in establishing
evidence of merchantable title.

~~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
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 Seller and issued to Buyer after delivery
of deed.~~

3. DEED: 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 upon payment being made as herein provided, on or before ~~the~~ 180 days after
~~the~~ 1/1/82 the date of this Agreement.

4. POSSESSION: That possession of said real estate is to be delivered to Buyer on or before 180 days after
the date of this Agreement. ~~Seller will pay public utility service charges incurred for improve-
ments on said real estate up to the time when possession passes to Buyer.~~

~~5. INSURANCE: That Seller will keep fire and extended coverage insurance on improvements on said real
estate in force during the term of this agreement in not less than the amount of \$ _____ for the benefit
of both parties as their interests may appear.~~

Attachment 1

6. ENCUMBRANCES: That said real estate is subject to the following encumbrances:
- a. Taxes for the year 1981, to be paid by Seller; 1982 taxes to be prorated to date of conveyance and Seller to pay Seller's share of the 1982 prorata taxes upon receipt of a tax bill for 1982 real estate taxes.

b. Mortgage to _____

which will be assumed by Buyer, if so provided in paragraph 1, but if not so provided then it may be satisfied out of purchase price and released when deed is delivered.

c. 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.

7. PERSONAL PROPERTY: That the purchase price expressed above includes the following items which pass to the Buyer for no additional consideration:

NONE

8. SPECIAL PROVISIONS:

~~a TERMITE CLAUSE: The Seller shall furnish Buyer, prior to settlement, 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 subject property, and if such infestation previously existed any structural damage due to such infestation has been corrected. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. In the event the inspection reveals damage to structural members, then Seller has the option of correcting such structural damage or returning the downpayment to Buyer and nullifying the contract.~~

9. 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, whose names and addresses are:

SELLER'S ATTORNEY

BUYER'S ATTORNEY

_____ Hunt Henderson
 _____ 122 N. Chestnut Street
 _____ LeRoy, IL 61752

This contract was prepared by Hunt Henderson, Buyer's _____ attorney and approved by Sellers _____

10. SETTLEMENT: That settlement shall be made and deed shall be delivered at the office of _____ or such place as the parties agree upon.

11. When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine, and words importing the singular number include the plural and words importing the plural number include the singular.

12. 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.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this agreement in _____ triplicate _____

George Fluegel _____ (Seal)
 _____ (Seal)
 Gary Kennedy _____ (Seal)
 _____ (Seal)

the date and year first above written.
 THE CITY OF LEROY,
 By _____ (Seal)
 Mayor,
 ATTEST: _____ (Seal)
 _____ (Seal)
 City Clerk
 _____ (Seal)

E A S E M E N T

The Grantors, GEORGE FLUEGEL and GARY KENNEDY, of the City of LeRoy, McLean County, Illinois, in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, do hereby convey to The CITY OF LEROY, an Illinois municipal corporation, of McLean County, Illinois, a temporary easement across the following described premises:

The North 35 feet of the West 1/2 of Lot 6 and the North 35 feet of Lot 7, all in Block 72 of Conkling's Addition to the City of LeRoy, McLean County, Illinois,

effective from the date of this instrument until 180 days after said date, said temporary easement to be for the purposes of the right to enter upon and to lay, install, maintain, repair, replace or renew an underground water line and water well, together with all necessary and convenient connections attached thereto, in, upon, along and over the previously described premises and for the purpose of drilling a water well and maintaining said well to be located on the following described real estate:

The North 25 feet of the West 1/2 of Lot 6 in Block 72 of Conkling's Addition to the City of LeRoy, McLean County, Illinois.

The easement granted herein shall be for the limited purposes as set forth previously. The CITY OF LEROY, an Illinois municipal corporation, its agents, employees, contractors and assignees shall have the right from time to time to come onto the above described premises for the purposes of performing those things necessary to lay, install, maintain, repair, replace or renew an underground water line and water well, together with all necessary and convenient connections attached thereto, in, upon, along and over the premises and for the purpose of drilling a water well and maintaining said well.

In consideration of the conveyance by the Grantors, The CITY OF LEROY agrees as follows:

1. Upon completion of the drilling of the well and the laying of any pipe line, as well as upon the completion of the construction work involved with the drilling of said well and laying of said water line, The CITY OF LEROY shall restore the premises described above to the condition as it existed prior to said construction as nearly as may be possible.

2. The CITY OF LEROY agrees to hold harmless and indemnify the Grantors from any and all liability which may be incurred by Grantors by reason of the construction and operation of said water well and underground water line, as well as the exploration for a suitable water supply in connection with the drilling of said well.

3. Any and all costs with regard to said exploration for a water well, construction of a water well and construction and maintenance of the well and underground water line, including but not limited to construction, operation and maintenance of said water well and underground water line in good repair, shall be the duty and obligation of The CITY OF LEROY.

Grantors do hereby waive any right of homestead with regard to the grant herein.

IN WITNESS WHEREOF, the Grantors have set their hands and seals this 15TH day of MARCH, 1982.


George Fluegel


Gary Kennedy

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY that GEORGE FLUEGEL personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of the right of
homestead.

Given under my hand and notarial seal, this 15TH day of MARCH,
1982.

Marilyn H. Lewis
Notary Public

My Commission Expires May 9, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY that GARY KENNEDY personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of the right of
homestead.

Given under my hand and notarial seal, this 15TH day of MARCH,
1982.

Marilyn H. Lewis
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Hunt Henderson
Attorney at Law
122 N. Chestnut Street
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