

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 23-11-02-20

**AN ORDINANCE AUTHORIZING THE SALE OF APPROXIMATELY 6.0 ACRES IN
PARCEL #30-28-100-038 TO POINDEXTER TRUCKING LLC**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

20th Day of November, 2023

PRESENTED: **November 20, 2023**

PASSED: **November 20, 2023**

APPROVED: **November 20, 2023**

RECORDED: **November 20, 2023**

PUBLISHED: **November 20, 2023**
In Pamphlet Form

Voting "Aye" 7

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.



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **November 20, 2023**



ORDINANCE NO. 23-11-02-20

**AN ORDINANCE AUTHORIZING THE SALE OF
APPROXIMATELY 6.0 ACRES IN PARCEL #30-28-100-038
TO POINDEXTER TRUCKING LLC
THE SALE OF 3.5 ACRES IN PARCEL #30-28-100-004**

WHEREAS, the City of Le Roy previously declared the property described herein as surplus property and published notice of the availability of sale of said property by the City; and

WHEREAS, the City of Le Roy advertised a willingness to sell said property at no less than 80% of the appraised value of said property; and

WHEREAS, the City Administrator was given authority to negotiate the sale of the property described herein; and

WHEREAS, the City of Le Roy has authority, pursuant to 65 ILCS 5/11-17-4.1 to authorize the sale of the property described herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS, as follows:

Section 1. That the City of Le Roy hereby conditionally accepts the proposal of **POINDEXTER TRUCKING, LLC**, for the purchase of approximately 6.0 acres in Parcel #30-28-100-038 to be determined by a survey. Conditions of sale are set forth in the Real Estate Sale Contract attached hereto as **Exhibit A**.

Section 2. That the Mayor be and he is hereby authorized and directed to execute for and on behalf of the City of Le Roy, the Contract for Sale of Real Estate, attached hereto as **Exhibit A**, and to take any and all further action necessary to complete the terms of said Real Estate Contract including, but not limited to, reservation of a utility easement along the south side of the property being conveyed to Buyer.

Section 3. That the property described herein as being sold at 80% of its appraised value, the sale price being **\$115,200.00**.

Section 3. The City Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form, as provided by law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the City of Le Roy prior to the effective date of this Ordinance.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

CONTRACT FOR SALE OF REAL ESTATE

(See attached)

CONTRACT FOR SALE OF REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION APPROVED FORM
(REVISED CONTRACT FORM APPROVED NOVEMBER 5, 2015)

Seller: CITY OF LE ROY

Buyer: POINDEXTER TRUCKING LLC

Address: 207 S. East Street
LeRoy, Illinois 61752

Address: 403 Wilson Avenue
Le Roy, Illinois 61752

Telph: (309) 902-3031
Fax:

Telph: (309) 825-8306
Fax:

Attorney: Steven D. Mahrt
Address: 202 N. Prospect Road, Suite 203
Bloomington, IL 61704

Attorney:
Address:

Telph:
Fax:
Listing Broker/Telephone/Fax:

Telph:
Fax:
Selling Broker/Telephone/Fax:

Agent:

Agent:

Current Mortgage holder/Loan #/Address/Telephone:

CONTRACT FOR 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 **CITY OF LE ROY** hereinafter referred to as "**Seller**", and **POINDEXTER TRUCKING LLC**, hereinafter referred to as "**Buyer**", who agree as follows:

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

Tract P1: (Additional Property to be Conveyed to Poindexter)

A part of the SE ¼ of the NW ¼ of Section 28 and part of the NE ¼ of Section 28, all in Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Poindexter Subdivision, according to the Plat thereof recorded as Document No. 2021 - 11979 in the McLean County Recorder of Deeds Office, said point lying on the north right of way line of Bicentennial Drive / McLean County Highway #21; thence N.00 - 00'-33"E. 482.87 feet to the northeast corner of said Lot 1; thence N.57 -47'-38"W. 375.00 feet to the northwest corner of said Lot 1 on the east right of way line of East Street; thence N. 00 -00'-33"E. 201.48 feet on said east right of way line to the southerly right of way line of F.A.I. Route 74; thence S. 57 -47'-38"E. 719.33 feet on said southerly right of way line; thence S. 00 -00'-33"W. 656.43 feet on a line parallel with the east line of said Poindexter Subdivision to the northerly right of way line of said Bientennial Drive / McLean County

Highway #21; thence N. 78 -08'-37"W. 35.50 feet in said northerly right of way line; thence N. 60 -43'-09"W. 227.89 feet on said northerly right of way; thence N. 57 -30'-08"W. 68.57 feet on said northerly right of way line to the Point of Beginning containing 6.00 acres, more or less, with assumed bearings given for description purposes only.

with improvements, to Buyer, who agrees to pay \$115,200.00 therefor in the manner following: \$100.00 (down payment inclusive of earnest money) upon the execution of this Contract:

- A. To be deposited into escrow until closing;
- X B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before DECEMBER 29, 2023, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with 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. Owner's 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 AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Special Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before DECEMBER 29, 2023. 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.

4. **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 the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated **through the date before closing**, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

- A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass for no additional consideration:

8. **EQUIPMENT & INSPECTIONS:**

A. At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the premises by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC MOLD, TOXIC HAZARDOUS WASTE, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before **DECEMBER 15, 2023**, Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.

B. If Buyer requests remediation, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within **three (3) days** of receiving Buyer's remediation requests and reports:

- 1) Treat the condition and repair the defect at Seller's own cost and expense;
- 2) Give Buyer a credit for the cost of repair at settlement; or
- 3) Rescind the Contract and refund Buyer's earnest money.

If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the **fourth (4th) day** after Seller shall have received Buyer's remediation request(s) and report(s) and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph below.

C. At Buyer's expense, Buyer shall have the right to obtain a post-mitigation inspection by a licensed inspector.

D. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the **three (3) day period** specified above.

E. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

9. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:
- 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. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;
 - C. Additional Warranties: None.
10. **ADDITIONAL PROVISIONS:**
- 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 shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
 - I. Other: **BUYER AGREES TO SELLER RESERVING AN EASEMENT FIFTEEN FEET IN WIDTH ALONG THE SOUTH PROPERTY LINE OF THE PROPERTY FOR UTILITY PURPOSES. SUCH EASEMENT SHALL BE RESERVED IN THE DEED CONVEYING TITLE TO BUYER. BUYER TO SUPPLY A LEGAL DESCRIPTION OF THE EASEMENT TO SELLER ON OR BEFORE THE CLOSING DATE FOR THIS SALE.**
11. **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.

12. **PREPARATION AND APPROVAL:** This Contract was prepared by **ANCEL GLINK, P.C.**, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

13. **SETTLEMENT:** Closing shall be held in McLean County at the office of Buyer's closing agent, unless the parties agree otherwise.

14. **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.

15. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.

16. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. 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, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, 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 Contract, of equal effect.

DATE SIGNED BY SELLER: _____, 20__.

X _____
Seller:

DATE SIGNED BY BUYER: _____, 20__.

X _____
Buyer:

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

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Patti Welander and seconded by Matt Steffen by roll call vote on the 20th day of November, 2023 as follows

Aldermen elected 8

Aldermen Present 7

Voting Aye:

Justin Morfey, Kelly Lay, Patti Welander, Matt Steffen, Kyle Merkle, Ron Legner, Dawn Hanafin

Voting Nay:

None

Absent: Sarah Welte

Abstain:

None

Other:

None

And deposited and filed in the office of the City Clerk in said municipality on the 20th day of November, 2023.



Anita Corso, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 20th day of November, 2023.



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois



Anita Corso, City Clerk of the City of Le Roy
Mc Lean County, Illinois

ATTEST: (SEAL)



CERTIFICATE

I, Anita Corso, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **November 20, 2023** the Corporate Authorities of such municipality passed and approved **ORDINANCE NO. 23-11-02-20**.

**AN ORDINANCE AUTHORIZING THE SALE OF APPROXIMATELY 6.0 ACRES IN
PARCEL #30-28-100-038 TO POINDEXTER TRUCKING LLC**

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

The pamphlet form of **Ordinance No. 23-11-02-20**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **November 20, 2023** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 20th day of November, 2023.

(SEAL)



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois



STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Anita Corso, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, 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 AUTHORIZING THE SALE OF APPROXIMATELY 6.0 ACRES IN PARCEL #30-28-100-038 TO POINDEXTER TRUCKING LLC

I do further certify said ordinance was adopted by the City Council of the City of Le Roy at a regular meeting on the 20th day of November, 2023, and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 20th day of November, 2023

(SEAL)




Anita Corso, City Clerk of the
City of Le Roy,
McLean County, Illinois