

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3085

AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE OWNED BY THE AGNES L. BARRETT REVOCABLE LIVING TRUST AND LOCATED AT 118 W. SANDBANK ROAD IN COLUMBIA, ILLINOIS

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 6th day of January, 2014**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 7th day
of January, 2014**

JAN - 6 2014

J. Ronald Colby
City Clerk

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WHEREAS, the City of Columbia, Illinois ("City") is a municipal corporation and body both corporate and politic created and existing in and by virtue of the laws of the State of Illinois located in Monroe and St. Clair Counties, Illinois; and

WHEREAS, the City pursuant to Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), has the power to purchase real property for public purposes; and

WHEREAS, the City has determined that property owned by the Agnes L. Barrett Revocable Living Trust, dated September 16, 2010 (the "Agnes L. Barrett Revocable Living Trust"), located at 118 W. Sandbank Road ("Property") should be acquired by the City as it is located adjacent to property already owned and utilized by the City; and

WHEREAS, the City negotiated with Tom D. Adams, Attorney at Law and the Trustee of the Agnes L. Barrett Revocable Living Trust, for the purchase of the Property; and

WHEREAS, the City has agreed to purchase the Property pursuant to a Real Estate Purchase Contract ("Contract"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has determined that the purchase of the Property is in the City's best interests since it is adjacent to existing property owned and utilized by the City, and its purchase will provide the City with more options to better utilize the City owned property located in that area.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize the purchase of the Property, and does further authorize and direct the Mayor to execute and deliver the Contract, in the form attached hereto as Exhibit "A", which Real Estate Purchase Contract is hereby approved as to form, in as many counterparts

as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Niemietz, Roessler, Huch, Mathews, Reis, Holtkamp
and Mayor Hutchinson.

NAYS: None.

ABSENT: Alderman Agne.

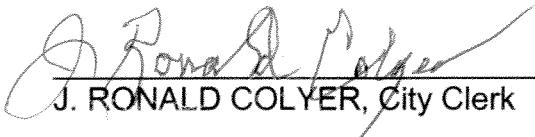
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6th day of January, 2014.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

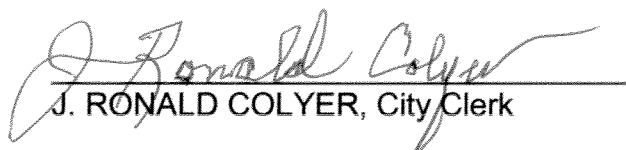
I further certify that on the 6th day of January, 2014, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3085 entitled:

“AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE OWNED BY THE AGNES L. BARRETT REVOCABLE LIVING TRUST AND LOCATED AT 118 W. SANDBANK ROAD IN COLUMBIA, ILLINOIS”

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

The pamphlet form of Ordinance No. 3085, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on January 7, 2014 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 6th day of January, 2014.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

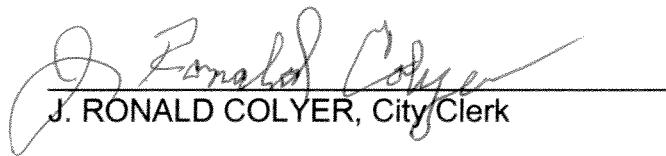
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3085, entitled:

“AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE OWNED BY THE AGNES L. BARRETT REVOCABLE LIVING TRUST AND LOCATED AT 118 W. SANDBANK ROAD IN COLUMBIA, ILLINOIS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 6th day of January, 2014.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6th day of January, 2014.



J. RONALD COLYER, City Clerk

(SEAL)

EXHIBIT "A"

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("Agreement") is entered into this _____ day of _____, 20____, by and between the Agnes L. Barrett Revocable Living Trust, dated September 16, 2010, ("Seller") with its mailing address in care of Tom D. Adams, Attorney at Law, Trustee, 321 Wedgewood Square, Columbia, Illinois 62236, and the City of Columbia, an Illinois municipal corporation ("Purchaser"), of 208 S. Rapp Avenue, Columbia, Illinois 62236.

1. *Sale.* Seller, in consideration of the purchase price contained in this Agreement, agrees to sell to Purchaser, and Purchaser agrees to buy, that real property, and all improvements thereon, in its current "as-is" condition, located at 118 W. Sandbank Road, Columbia, Monroe County, Illinois ("Property"), bearing Permanent Parcel No. 04-17-200-008. The property is more particularly described as follows:

Commencing at the most Southerly corner of Tax Lot 3-D of Survey 555, Claim 505 in T. 1 S., R. 10 W. of the 3rd P.M. in the City of Columbia, County of Monroe and State of Illinois, thence South 7 Degrees West 290 feet to a post for a point of beginning; thence North 72 Degrees 45 Minutes East 100 feet to a post on the Westerly Right of Way line of a highway known as Federal Aid Route No. 4; thence Southeasterly 100 feet along the said Westerly Right of Way line to a post; thence South 78 Degrees 40 Minutes West 100 feet to a post; thence North 10 Degrees West 90 feet to the Place of Beginning containing 0.22 of an acre, more or less, and being part of Tax Lot 4-A of Survey 555, Claim 505 in T. 1 S., R. 10 W. of the 3rd P.M. in the City of Columbia, County of Monroe and State of Illinois.

2. *Purchase Price.* Purchaser agrees to pay to Seller Sixty Five Thousand Dollars and no cents (\$65,000.00), as follows:

(A) The sum of One Thousand Dollars (\$1,000.00) on execution of this Real Estate Purchase Contract, the receipt of which, subject to collection, is acknowledged by Seller; and

(B) The balance of the purchase price in the sum of Sixty-Four Thousand Dollars (\$64,000.00) payable at the time of the closing of the sale, less prorations and adjustments for closing costs payable by Seller at the time of the closing (including the adjustment for the 2013 and prorated 2014 real estate taxes payable in 2014 & 2015).

3. *Closing.* The sale of the Property will be closed at MonClair Title Company, 101 East Mill Street, Waterloo, Illinois, on or before

March 1, 2014 on a mutually agreed upon date. Seller shall grant full possession of the Property to the Purchaser at Closing.

4. *Sales Expenses To Be Paid in Cash at or Prior to Closing.*

(a) *Seller's Expenses.* Seller will pay at closing: (i) the cost of releasing any liens or mortgages on the Property; (ii) the title search and title insurance costs (except later dated search fees), with title insurance issued to the Purchaser in an amount of no less than the purchase price of the Property; and (iii) any other expenses to be paid by the Seller under this Agreement or as mutually agreed.

(b) *Purchaser's Expenses.* Purchaser will pay at closing: (i) the cost of recording the deed; (ii) the cost of later dated title search(es); and (iii) any other expenses to be paid by the Purchaser under this Agreement or as mutually agreed.

5. *Execution and Delivery of Deed.* In consideration of the payments made by Purchaser, and the performance of all the covenants and conditions contained in this Agreement on the part of the Purchaser, Seller will, at the closing of the Property, execute a general warranty deed to the Property in favor of the Purchaser.

6. *Taxes and Assessments.* Seller shall, at the time of execution of this Agreement, if required, have paid the real estate taxes due or that will be due for the Property. If any real estate taxes due or that will be due have not been paid by the Seller by the time of closing, the real estate taxes due or that will be due will be deducted from the Purchase Price at closing.

7. *Title Insurance.* Seller will obtain within twenty-one (21) days after the effective date of this Agreement: (a) a current commitment from a title company, authorized to issue title insurance in Monroe County, Illinois, showing title to the Property to be good, marketable, and indefeasible and vested solely in Seller; and (b) a copy of each and every document referred to in the exceptions shown in the title commitment. Purchaser will have seven (7) days from the date of receipt of the title commitment and receipt of the related title documents to object to any exceptions shown by giving written notice to Seller. (Provided that any matter not objected to by Purchaser within such 7 day period shall be deemed to be acceptable to Purchaser). If Seller has not cured the title objections to Purchaser's reasonable satisfaction within thirty (30) days from the date of the objections, then Purchaser will have as its sole options the right to either terminate this Agreement or consummate the purchase of the Property subject to the objections. If there is a title objection by the Purchaser and the Seller is unable to cure the objection within the thirty (30) day period aforesaid, and the Purchaser elects to terminate the Agreement, the Seller will promptly refund to the Purchaser the down payment made at the time this Agreement was signed (which is referred to in Section 2 herein). Further, all

parties will provide “Closing Protection Letters” for the escrow closing of the sale in accordance with the law effective January 1, 2011.

8. *Maintenance.* Purchaser has inspected the Property, including the real property and its improvements, and accepts the Property in its present condition. Until the closing of the sale, the Seller will maintain the Property, including the improvements, in its current state of repair and condition, normal wear and tear between the date hereof and the date of the closing excepted.

9. *Risk of Loss.* Risk of loss or damage to the premises by fire or other casualty between the date of this Agreement and the date of closing shall be and is assumed by Seller. Seller shall maintain fire and extended casualty insurance on any buildings or improvements on the premises, for the full value thereof, and shall pay the premiums thereon until closing hereunder. Such insurance shall be maintained with one or more qualified and rated insurance companies.

If after this contract is executed, the premises shall be destroyed or damaged by fire, windstorm, or other casualty, the Purchaser shall have the option of canceling or enforcing this Agreement on seven (7) days written notice to Seller. If enforced, the Purchaser shall have the obligation of restoration and shall be subrogated to all of the Seller's claims under its insurance policy, but Seller shall thereby be entirely relieved from any cost or expense of restoration. If canceled, the contract shall be rendered null and void and of no further force and effect and each of the parties shall be relieved of any obligation for payment or performance to the other party, and any purchase money theretofore paid by Purchaser to Seller shall be refunded to Purchaser.

10. *Utilities.* Seller has arranged to have the telephone service and water service to the Property disconnected to avoid the water lines in the dwelling house on the premises freezing (the house is unoccupied), and expects to terminate the electric service and the trash collection for the premises. Any bills for utility services for the premises shall be prorated to the date of the closing of the sale, and the Seller will pay its prorated share for said services at the time of the closing. Seller does not anticipate there will be any utility services bills owing at the time of the closing of the sale and Seller shall pay any utility service bills that come due prior to the closing of this sale.

11. *Condition of Premises.* Purchaser stipulates that a full inspection of the premises has been made and that Seller and/or Seller's agent(s) or authorized representative(s), if any, shall not be held to any covenant respecting the condition of any improvements on the premises, or to any agreement for alterations, improvements, or repairs. THERE ARE NO

WARRANTIES OF SELLER REGARDING THE FITNESS OR CONDITION OF SAID REAL ESTATE OR THE IMPROVEMENTS THEREON; THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE RENOVATIONS, REPAIRS OR IMPROVEMENTS THERETO; AND IT IS UNDERSTOOD AND AGREED THAT THE PURCHASER IS BUYING THE PROPERTY THAT IS THE SUBJECT OF THIS SALE, "AS IS", IN THE CONDITION SAID PROPERTY IS IN ON THE DATE HEREOF, NORMAL WEAR AND TEAR BETWEEN THE DATE HEREOF AND THE DATE OF CLOSING EXCEPTED.

12. *Time of Essence.* Time is of the essence for this Agreement.

13. *Attorney's Fees and Costs.* Each party to this Agreement shall be responsible for its Attorney's fees and costs incurred that are associated with this Agreement.

14. *Lead Based Paint and/or Lead Based Hazards Disclosure Report.* The Purchaser acknowledges receipt of Seller's Lead Based Paint and/or Lead Based Hazards Disclosure Report from Seller, completed as required by law, prior to Purchaser making and entering into this Agreement.

15. *Mold Disclosure Report.* The Purchaser acknowledges receipt of Seller's Mold Disclosure Report from Seller, completed as required by law, prior to Purchaser making and entering into this Agreement.

16. *Entire Agreement.* It is agreed by the parties that Purchaser accepts the Property in its present condition. There are no representations, covenants or agreements between the parties with reference to the Property except as specifically contained in this Agreement.

17. *Binding Effect.* This Agreement will inure to the benefit of and be binding on the heirs, executors, administrators, assigns, devisees and legatees of the parties.

18. *Notices.* All notices must be in writing. Notice will be effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed to the parties at the addresses shown hereon.

19. *Survival.* Any of the terms and covenants contained in this Agreement that require the performance of either party after the closing shall survive the closing and delivery of the deed.

Executed on the date first above written.

City of Columbia, Illinois

By: _____
Kevin B. Hutchinson
Mayor

The Agnes L. Barrett Revocable Living Trust,
dated September 16, 2010

By: _____
Tom D. Adams, Attorney at Law
Trustee

Attest:

J. Ronald Colyer
City Clerk

(SEAL)