

ORDINANCE NO. 12-40

AN ORDINANCE APPROVING AGREEMENT  
WITH MORTON CUSD 709

WHEREAS, the Intergovernmental Cooperation Act allows public bodies to enter into agreements; and

WHEREAS, the Village and CUSD 709 believe the Agreement re Property Matters/Bus Property Lease, in the form as attached, is in the best interests of the citizens each serves.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. The Agreement re Property Matters/Bus Property Lease, in the form as attached, is approved.
2. The President is authorized to execute the Agreement, the Lease, and the First Right of Refusal, which are part of the Agreement.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this 6<sup>th</sup> day of May, 2013; and upon roll call the vote was as follows:

AYES: *Belsky, Heer, Hermann, Kayman, Newhouse, Gorcho*

NAYS:  $\phi$

ABSENT:  $\phi$

ABSTAINING:  $\phi$

APPROVED this 6<sup>th</sup> day of May, 2013.

*Norman Dwyler*  
President

ATTEST:

*Joseph A. Noble*  
Village Clerk





## EXHIBIT B

Jefferson School legal description:

A part of Lot one in Block Two in J.M. Campbell's First Addition commencing at the intersection of the easterly right of way line First Avenue and the Southerly right of way line of Jefferson Street, thence Southeasterly along the Southerly right of way line, a distance of 410 feet, to the Westerly right of way line of Third Avenue, thence Southwesterly along the Westerly right of way line of Third Avenue, 200 feet to the Northerly right of way line of Adams Street, thence Northwesterly and the Northerly right of way line of Adams Street, 410 feet to the Easterly boundary line of First Avenue, thence Northeasterly along the easterly right of way of First Avenue, 260 feet to the point of beginning.

PIN: 06-06-20-235-001

## EXHIBIT C

1. Lincoln School legal description:

A part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, described as commencing at the Northwest corner of said Northeast Quarter, Thence East along its North line 615 feet, thence South along a line parallel to its West line 959 feet, thence West along a line parallel to its North line 615 feet, thence North along its West line 959 feet to the place of beginning, containing 13.54 acres, more or less.

PIN: 06-06-21-400-010

2. High School legal description:

Property located in Section 21 in Township 25 North, Range 3 West of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of Lot 2 as shown by plat recorded in Plat Book "H", page 231, thence South along the Westerly boundary of Lot 2, extended, which is also the easterly Right of Way line of Illinois Avenue, a distance of 923.5 feet to the Southwest corner of Lot 2 as shown by plat recorded in Plat Book "J", page 479, thence easterly along the South line of Lot 2, a distance of 1086 feet; thence North along the East line of Lot 2 and Lot 3 as shown by Plat recorded in Plat Book "J", page 479 a distance of 923.5 feet to the South Right of Way line of Jackson Street, thence West along the South Right of Way line of Jackson Street, a distance of 1086 feet to the point of beginning.

PIN: 06-06-21-105-009

3. Lettie Brown legal description:

Outlot C of Ackerman's Hyde Park as shown by plat recorded in Plat Book "Y", page 97, containing 11.0 acres.

PIN: 06-06-21-305-003

4. Grundy legal description:

A part of the Southwest Quarter of Section 21, Township 25, Range 3 West of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 21, thence North on the West line of said Section 21, 460 feet; thence North 88°10' East, 950 feet; thence South 460 feet to the South line of said Section 21; thence South 88°10' West, 950 feet; on said South line to the place of beginning, as shown by Plat prepared by Raymond J. Ackerman, Surveyor, dated May 26, 1958, and recorded in Plat Book "R", page 405, in the Office of the Recorder of Tazewell County, Illinois.

PIN: 06-06-21-305-003

5. Junior High legal description:

A part of the Southwest Quarter of Section 16, Township 25, Range 3 West described as follows:

Commencing at the intersection of the West right of way line of Third Avenue and the North right of way line of Jackson Street, thence West 322 feet along North right of way line of Jackson Street to the East right of way line of Second Avenue, thence North 503 feet along the East right of way line of Second Avenue to the South right of way line of Harrison Street, thence East 322 feet along the South right of way line of Harrison Street to the West right of way line of Third Avenue, thence South 503 feet along the West right of way line of Third Avenue to the point of beginning.

PIN: 06-06-16-300-001

## EXHIBIT D

### 18.99 Acre Parcel Legal Description:

A part of the Northeast Quarter of Section 16, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 16, thence along the North line of said Section 16 South 88 degrees 47 minutes 49 seconds West 60 feet; thence South 00 degrees 16 minutes 31 seconds West 824.61 feet to the point on the Northerly right of way of the A.T. & S. F. Railroad; thence along said right of way South 45 degrees 16 minutes 56 seconds West 1019.66 feet to the point of beginning of the tract to be described; thence continuing along said right of way South 44 degrees 53 minutes 21 seconds West 563.10 feet; thence curving to the right with an arc distance of 663.34 feet and a radius of 800.00 feet; thence North 88 degrees 04 minutes 48 seconds West 356.57 feet; thence North 01 degrees 55 minutes 12 seconds East 431.63 feet to a point on the Southerly right of way of Harding Avenue; thence along said right of way curving to the left with an arc distance of 336.84 feet and a radius of 796.50 feet; thence continuing along said right of way North 31 degrees 41 minutes 00 seconds East 175.81 feet; thence North 89 degrees 55 minutes 33 seconds East 1010.30 feet; thence South 01 degrees 12 minutes 52 seconds East 196.55 feet to the Point of Beginning. Said tract containing 18.99 acres more or less.

PIN: Part of 06-06-16-200-012

**EXHIBIT E**

**LEASE/SCHOOL BUS STORAGE FACILITY**

**AGREEMENT OF LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE VILLAGE OF MORTON, hereinafter referred to as "Lessor," and MORTON UNIT SCHOOL DISTRICT 709, hereinafter referred to as "Lessee";

**WITNESSETH:**

**WHEREAS**, Lessor owns property on Courtland Street, as described in Exhibit A to this Lease; and

**WHEREAS**, Lessor and Lessee have entered into an agreement which provides that Lessee will pay for certain improvements to a portion of the property; and

**WHEREAS**, the improvements are for the primary purpose of Lessee having a school bus facility.

Lot 1 of Towne House Subdivision, a Subdivision of part of the Southeast Quarter of Section 8, Township 25 North, Range 3 West of the 3<sup>rd</sup> P.M., Tazewell County, Illinois, except the West 50 feet thereof.

**NOW, THEREFORE, IN CONSIDERATION OF THE AGREEMENTS AND COVENANTS HEREINAFTER MENTIONED TO BE KEPT AND PERFORMED BY LESSEE**, Lessor hereby demises and leases to Lessee the above-described premises upon the terms and conditions hereinafter set forth.

- i. **TERM:** To have and to hold the above-described premises for Ninety-Nine years beginning at 12:01 a.m., \_\_\_\_\_, 2013, and terminating on \_\_\_\_\_, 2112, at midnight.

2. PURPOSE: The premises leased shall be used as a school bus storage facility.
3. RENT:
  - A. There shall be no rent.
  - B. The consideration for this lease is part of an Agreement between Lessor and Lessee in which this Lease is a part.
4. INSURANCE: The Lessee shall maintain at its own expense the following insurance:
  - A. Insurance indemnifying and protecting both Lessor and Lessee against loss, suits for damages, and damages, claimed to be directly or indirectly, in whole or in part, due to the use of the leased property or due to the happening of any accident in or about the property or due to any act or neglect of Lessee in the use of the property, including claims by any third party arising out of the use of the property. Said insurance policy shall have a minimum limit of \$1,000,000.00 for bodily injury to any one person, and \$1,000,000.00 for bodily injury in the aggregate, and also a minimum limit for property damage of \$100,000.00.

The adequacy of the insurance policy limits shall be reviewed every ten years and when appropriate, adjusted accordingly.
  - B. The insurance policy procured by Lessee in compliance with the provisions of the above paragraph shall be subject to the approval of Lessor as to substance and to form and a memorandum or duplicate of the policy shall be delivered to Lessor at least 30 days before the commencement of the lease

each year.

5. PROPERTY AND PERSONS ON PREMISES AT LESSEE'S RISK: All property of any kind which may be on the premises during the term of this Lease shall be at the sole risk of Lessee; and the Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the property.

Lessee shall save harmless and indemnify the Lessor for any such injury, loss, or damage arising out of any use of the leased property.

6. EARLY TERMINATION: This Lease may be terminated at any time by Lessee upon 60 days written notice to the following:

Village of Morton  
Director of Public Works  
120 N. Main St.  
P.O. Box 28  
Morton, IL 61550

Notice may be by first class mail postage prepaid and the effective date shall be the date of the notice.

Notice may also be given by personal delivery with written acknowledgment of receipt.

The designated person of the School to provide notice is as follows: Superintendent of Morton Unit School District 709

7. AUTOMATIC TERMINATION: In the event the School ceases to use the property as a school bus facility, the Lease shall be deemed to terminate as of that date.
8. EFFECT OF TERMINATION: Once the Lease is terminated, School shall not have the

right to resume use of the facility. The Village shall reimburse School in accordance with paragraph 1(J) of the Agreement Re Property Matters/Bus Property Lease that the Village and School previously entered into.

9. PAYMENT OF FEES: Lessee shall pay all attorneys' fees and expenses of the Lessor incurred in enforcing any of the obligations of the Lessee under this Lease or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or on account of this Lease. Before incurring such fees Lessor shall advise in writing Lessee of the circumstances and Lessee shall have the right to proceed to undertake at its cost the defense of any action or claim requiring a defense.
10. WARRANTY OF EXECUTION: The undersigned do hereby warrant that they have the power and authority to execute this Lease for and on behalf of each respective party.
- 11 This Lease shall be effective when executed.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their respective seals to this Lease the day and year first written above.

**LESSEE:**

**VILLAGE OF MORTON**

By: \_\_\_\_\_  
Its President

**LESSOR:**

**MORTON UNIT SCHOOL DISTRICT 709**

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT F**

**DOCUMENT PREPARED BY:**

Attorney Thomas E. Davies  
THOMAS E. DAVIES, P.C.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407  
(309) 266-6211

**RETURN DOCUMENT TO:**

Attorney Thomas E. Davies  
THOMAS E. DAVIES, P.C.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407

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**RIGHT OF FIRST REFUSAL**

This Agreement is made by and between the Village of Morton ("VILLAGE") and Morton Unit School District No. 709 ("SCHOOL").

**WHEREAS**, SCHOOL owns property described in "Exhibit A".

**WHEREAS**, VILLAGE desires to have the first right to purchase all or any part of the property owned by SCHOOL.

**WHEREAS**,

1. In the event that SCHOOL desires at any time to sell a property, or any part thereof, it shall notify VILLAGE in writing of same.
2. The notification shall contain at a minimum the following:
  - A. Legal description of property.
  - B. Sale price.
  - C. All other terms of sale.
3. VILLAGE shall have sixty days from the receipt of the Notice to elect whether to purchase the property on the offered terms.
4. If VILLAGE elects to purchase the property, it shall inform SCHOOL in writing within the sixty day period. VILLAGE and SCHOOL shall then enter into a written contract

upon the terms set forth in the Notice. That shall occur within 10 days after the VILLAGE notice of acceptance.

5. If VILLAGE elects not to purchase the property, it shall notify SCHOOL in writing of same within sixty days. Failure to notify in writing within the sixty day period shall be considered to be a declination to purchase.
6. If VILLAGE has declined to purchase the property, SCHOOL may sell it to a third party, but only on the same exact terms as offered to VILLAGE, except it may obtain a higher price. This right shall cease 180 days after the date the VILLAGE declined to purchase. In that case if SCHOOL desires to continue to sell the property, the procedure provided for in paragraphs 2 through 6 shall be repeated. SCHOOL may elect to extend 180 day period by providing notice to the VILLAGE in the manner set forth in paragraph 8. The Notice shall be given within the initial 180 day period.
7. The procedures set forth in paragraphs 2 through 7 shall apply to each separate sale of property or any part thereof.
8. Notices must be given in writing by certified or return receipt mail through the United States Post Office or by personal delivery with receipt signed by deliverer. They shall go to:

TO SCHOOL: The then Superintendent of School District 709 at:

Board of Education Office  
1050 S. 4<sup>th</sup> Ave.  
Morton, Illinois 61550

TO VILLAGE: The then President of the Board of Trustees at:

The Village of Morton  
120 North Main Street  
P.O. Box 28  
Morton, Illinois 61550

Either party may change the designated person or address in writing to the other, who shall also designate in writing receipt of the change.

9. This Agreement does not prohibit the SCHOOL from expanding any of its facilities or from re-building or replacing all or any part of a facility.
10. The parties shall file an executed copy of this Agreement with the Tazewell County Recorder of Deeds Office so that it may be indexed to each property.
11. This Agreement shall be effective when approved by the Board of Trustees of VILLAGE and the SCHOOL Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**VILLAGE OF MORTON**

**MORTON UNIT SCHOOL DISTRICT 709**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its \_\_\_\_\_

## EXHIBIT A

1. Lincoln School legal description:

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PIN: 06-06-21-400-010

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Way line of Jackson Street, thence West along the South Right of Way line of Jackson Street, a distance of 1086 feet to the point of beginning.

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PIN: 06-06-16-300-001