

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**MONDAY, APRIL 20, 2020 – 7:00 P.M.**

**REMOTE ONLY MEETING**

**LINK TO JOIN ZOOM MEETING:**

<https://zoom.us/j/94845221906>

**PHONE DIAL-IN OPTION:**

**DIAL (312) 626-6799 MEETING ID: 948 4522 1906#**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC HEARING**
- IV. PRESENTATIONS AND SPECIAL REPORTS**
- V. PUBLIC COMMENT**
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VI. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – April 6, 2020
  - B. Approval of Bills.
- VII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- VIII. VILLAGE PRESIDENT**
  - A. Appointment of Debbie Braker and Tom Osborne to the Tourism Grant Committee, Terms Expiring April 30, 2022.
  - B. Reappointment of Bill Aupperle and Jason Scarfe to the Business District Development & Redevelopment Commission, Terms Expiring April 30, 2023.
  - C. Reappointment of Mary Spahr to the Zoning Board of Appeals, Term Expiring April 30, 2025.
  - D. Ordinance 20-28 - An Ordinance Making Amendments Regarding Bring Your Own Bottle Liquor Licenses to Chapter 8 of Title 3 of the Morton Municipal Code.
- IX. VILLAGE CLERK**
- X. VILLAGE ADMINISTRATOR**
  - A. Board Consideration of Building Improvement Grant Applications for Sam Parrott and Morton Community Foundation.
- XI. CHIEF OF POLICE**
- XII. CORPORATION COUNSEL**
  - A. Ordinance 20-29 - An Ordinance Authorizing Purchase of 306 and 312 W. Pershing and 101, 103 and 107 W. Bradley, Morton IL.
  - B. Ordinance 20-30 - An Ordinance Authorizing Purchase of 209 E. Harrison St., Morton IL.
  - C. Ordinance 20-31 - An Ordinance Authorizing Purchase of 217 E. Harrison St., Morton IL.
  - D. Ordinance 20-32 - An Ordinance Authorizing Purchase of 213 E. Harrison St., Morton IL.
- XIII. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XIV. DIRECTOR OF PUBLIC WORKS**
  - A. Resolution 33-20 - Resolution Authorizing Hedging Agreement with Utility Gas Management.
- XV. ZONING AND CODE ENFORCEMENT OFFICER**

**XVI. VILLAGE TRUSTEES**

- A. Trustee Blunier
- B. Trustee Leitch
- C. Trustee Leman
- D. Trustee Menold
- E. Trustee Newman
- F. Trustee Parrott

**XVII. CLOSED SESSIONS**

**XVIII. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**

**XIX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., APRIL 6, 2020**

After President Kaufman called the meeting to order, the Clerk called the roll, with the following members present: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – March 16, 2020
- B. Approval of Bills

Trustee Leitch moved to approve the Consent Agenda. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

**VILLAGE PRESIDENT**

President Kaufman issued Executive Order 2020-04, extending the duration of Executive Order 2020-03 through April 30, 2020 at 11:59 p.m.

**CORPORATION COUNSEL**

Attorney McGrath presented Ordinance 20-27 - An Ordinance Authorizing Purchase of 221 E. Harrison St., Morton IL. He noted that the proposed purchase price is \$158,000 for a single family residence that has been identified by staff as desirous to acquire at this time as part of potential planned traffic improvements in and around the area of Morton Junior High School. Trustee Newman moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

**DIRECTOR OF PUBLIC WORKS**

DPW Loudermilk requested acceptance of bids for water distribution materials from Core & Main (Washington, IL) in the amount of \$42,777.00. He noted that this is for work budgeted in FY21 for water distribution work. Trustee Parrott moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

## **ZONING AND CODE ENFORCEMENT OFFICER**

ZCO Marks presented Ordinance 20-26 - An Ordinance Making Amendments Regarding Building Permits and Inspection Fees to Title 4 of the Morton Municipal Code. He gave a brief overview of the Ordinance and explained that there are 4 parts being altered to the current code – 1) flat fees for projects no matter the size; 2) minimum fees more appropriate to cover costs; 3) completion of work changed from 360 to 180 days; and 4) reinspection fees instated to coincide with plumbing and electrical reinspection fees. Trustee Parrott moved to approve. Motion was seconded by Trustee Newman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

No: None.

Absent: None.

## **VILLAGE TRUSTEES**

BLUNIER – Nothing to report.

LEITCH – Nothing to report.

LEMAN – Nothing to report.

MENOLD – Nothing to report.

NEWMAN – Nothing to report.

PARROTT – Nothing to report.

## **ADJOURNMENT**

With no further business to come before the Board, Trustee Menold moved to adjourn. Motion was seconded by Trustee Leman and followed by a unanimous voice vote.

ATTEST:

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PRESIDENT

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VILLAGE CLERK

**ORDINANCE NO. 20-28**

**AN ORDINANCE MAKING AMENDMENTS REGARDING BRING YOUR OWN BOTTLE LIQUOR LICENSES TO CHAPTER 8 OF TITLE 3 OF THE MORTON MUNICIPAL CODE**

**WHEREAS**, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

**WHEREAS**, the Local Liquor Control Commissioner has received requests for the issuance of bring your own bottle licenses for wine only; and

**WHEREAS**, the Local Liquor Control Commissioner recommends that a new class of license be created allowing for bring your own bottle licensing for wine only.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, that Section 3-8-3(A)(12) of the Morton Municipal Code is hereby amended as follows, with deletions shown in underlined font:

**Section 3-8-3: TYPES OF LICENSES:**

(A) Classification: There shall be the following classes of licenses to sell alcoholic liquor at retail, subject to the fees indicated:

...

12 Class G: Class G licenses shall authorize a patron to bring his or her own ~~beer~~ ~~or~~ wine onto the premises for consumption on the premises. The annual fee for such licenses shall be sixty dollars (\$60.00).

**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.

**BE IT FURTHER ORDAINED** that if any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton this \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**



# Memo

To: President and Board of Trustees  
From: Business District Commission  
Date: April 15, 2020  
Re: Building Improvement Grant Recommendations

Below are the recommendations for Building Improvement Grants from the Business District Commission. The Commission reviewed the applications and approved the following:

Applicant	Property Address	Total Project Cost	Amount Approved by BDC	Summary of Work
Sam Parrott	134 W Adams	\$21,254	\$10,000	Landscaping
Morton Community Foundation	135 S. First	\$6,500	\$3,250	Architectural Design

The Commission is recommending the approval of both of these applications.

If you have any questions, please reach out to Julie Smick.

Thank you!

**ORDINANCE NO. 20-29**

**AN ORDINANCE AUTHORIZING PURCHASE OF 306 AND 312 W. PERSHING AND 101, 103  
AND 107 W. BRADLEY, MORTON IL**

**WHEREAS**, the Estate of Sue C. Bradley is the owner of certain real property commonly known 306 and 312 W. Pershing and 101, 103 and 107 W. Bradley, Morton, Illinois (hereinafter “Subject Property”), and

**WHEREAS**, the Subject Property was improved with 1 multi-family residential building, one single family residential building, and two commercial buildings; and

**WHEREAS**, the Subject Property is located within the downtown business district of the Village of Morton; and

**WHEREAS**, the improvements located on the Subject Property were blighted and in a substantial state of disrepair; and

**WHEREAS**, the Estate of Sue C. Bradley obtained judicial approval to sell the Subject Property to the Village of Morton on those certain terms set forth in the agreement attached hereto as Exhibit A; and

**WHEREAS**, in furtherance of its obligations and commitments under the terms of Exhibit A, the Estate of Sue C. Bradley has caused its contractor to demolish the improvements located at 306 and 312 W. Pershing and 101 and 107 W. Bradley, Morton Illinois; and

**WHEREAS**, the Estate of Sue C. Bradley is willing to sell, and the Village of Morton is desirous of acquiring the Subject Property on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**EXHIBIT A**  
**CONTRACT FOR THE 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 Estate of Sue Bradley, hereinafter referred to  
as **SELLER**, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

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

Lot One (1) of Bradley Place being a resubdivision of Lots 3 and 4 and the  
West 35 feet of Lot 2 in Block 2 Francis Webb's Third Addition to the  
Village of Morton as shown on a plat recorded in Plat Book HH at page 65  
in the Tazewell County Recorder's Office addressed at 306 & 312  
Pershing Street, Morton, Illinois  
And with common addresses of 306 – 312 W. Pershing St. and 101 – 107  
W. Bradley St., Morton, IL 61550.  
PIN: 06-06-20-209-005

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE  
COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly known as 306 – 312 W. Pershing St. and 101 – 107 W.  
Bradley St., Morton, IL 61550, located thereon, to BUYER, who agrees to pay  
**\$165,000.00** therefore in the manner following: \$60,000.00 (down payment inclusive of  
earnest money) upon the execution of this Agreement:

<u>                    </u> <u>          X          </u> <u>                    </u>	(a) To be held in escrow until closing; (b) To be delivered to SELLER, receipt of which is hereby acknowledged.
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and the remainder as required by the closing agent within 30 days of completion of  
demolition and on receipt of deed.

2. **EVIDENCE OF TITLE:** That not less than 14 days before closing, SELLER will  
furnish BUYER a 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 the SELLER and issued to BUYER after delivery of deed.

3. **DEED AND POSSESSION**: 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 Executor's Deed and shall deliver possession to BUYER upon payment being made as herein provided, at closing. 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. Possession shall be delivered subject to the lease of Sue Perdue. SELLER shall assign all rights thereunder to BUYER.
4. **INSURANCE**: This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that 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 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. SELLER shall pay all transfer taxes. Special assessments which are a lien upon the real estate as of the date of closing shall be SELLER's expense and paid in full at closing or a credit for same allowed BUYER.
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 mortgage release shall continue until release is obtained and recorded.
  - (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 or BUYER's intended use thereof.
7. **PERSONAL PROPERTY**: That the purchase price expressed above includes the following items which pass to BUYER for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind: None
8. **INSPECTIONS**:
  - A. ENVIRONMENTAL INSPECTIONS: BUYER may, at his expense, have the property inspected by a reputable consultant. Said inspections may include but are not limited to a Phase I Environmental Audit. Any such inspection(s) and/or audit(s) shall be at the sole cost and expense of BUYER. In the event that the inspection(s) and/or audit(s) reveal any matters that cause BUYER to desire not to purchase the property, BUYER may withdraw from the terms and conditions of this contract and receive a complete refund of the earnest money. BUYER shall notify SELLER of any such withdraw in writing by on or before April 1, 2020.

B. FINAL INSPECTION: 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 BUYER last inspected the property prior to the execution of this Contract, ordinary wear and tear excepted.

9. **CONDITION OF PROPERTY**: SELLER hereby provides the following information concerning the property that is the subject matter of this contract:

(a) No work has been done upon, or materials furnished, to the premises, which could give rise to a lien or liens under the Mechanic's Lien laws of the State of Illinois.

(b) The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS," subject to BUYER's inspection rights set forth in Paragraph 8.

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

(a) Unless otherwise agreed, both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act; and SELLER shall pay all State, County, and local, if any, tax stamps due as a result of this sale.

(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 plural and words importing the plural number include 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) SELLER shall execute at closing a standard SELLER'S Affidavit on the form approved by the Peoria County Bar Association with environmental representations consistent with this contract. SELLER'S Affidavit will be prepared and provided by BUYER or BUYER'S attorney to SELLER. If a term or provision in the standard SELLER'S Affidavit differs from the actual terms and provisions of this contract or any amendments, the terms of SELLER'S Affidavit will be modified to conform with the terms and provisions as provided for in this contract.

(e) The BUYER'S obligation to purchase is contingent upon the SELLER demolishing at SELLER'S own expense prior to closing all of the buildings on the property except for that building used for the restaurant known as "Susie's Hot Dogs."

(f) SELLER and BUYER hereby waive any conflict of interest that Davies-McGrath Law Office, P.C. may have. It has been disclosed to the SELLER and BUYER that Davies-McGrath Law Office, P.C. is representing SELLER in this transaction and represents BUYER on other matters. The SELLER and BUYER acknowledge that Davies-McGrath Law Office, P.C. has this conflict of interest and hereby voluntarily waive the conflict of interest that exists and direct Davies-McGrath Law Office, P.C. to represent the SELLER as provided for in this Contract.

11. **ATTORNEYS' FEES AND EXPENSES**: Should either SELLER or BUYER be required to incur attorneys' fees, costs and/or expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this contract, then the party so failing to perform shall be liable to the other party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by the other party. This provision shall survive closing and delivery of deeds.
12. **NOTICES, ETC.**: That abstracts, title commitments, communications or notices with referenced to in this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
13. **SETTLEMENT**: That closing shall be held at the office of BUYER'S closing agent.
14. **DEFAULT**: In the event that either party should breach this agreement, the other party may provide any and all remedies provided by law.
15. **ENTIRE AGREEMENT**: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. 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 they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, 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.

**The remainder of this page is intentionally left blank.  
(Signature page follows)**

**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.

DATED BY BUYER: \_\_\_\_\_, 20\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

Village of Morton

By: \_\_\_\_\_  
Jeffrey L. Kaufman, Village President

**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.

DATED BY SELLER: \_\_\_\_\_, 20\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:

Estate of Sue Bradley

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

**ORDINANCE NO. 20-30**

**AN ORDINANCE AUTHORIZING PURCHASE OF 209 E. HARRISON ST., MORTON IL**

**WHEREAS**, Jason R. Mangold and Shawna L. Mangold are the owners of certain real property commonly known as 209 E. Harrison St., Morton, Illinois (hereinafter “Subject Property”), and

**WHEREAS**, the Village of Morton believes traffic improvements may be necessary to improve traffic safety near the Morton Junior High School, which traffic improvements can be facilitated through ownership of the Subject Property; and

**WHEREAS**, for the aforesaid reasons, the Village of Morton desires to buy and Jason R. Mangold and Shawna L. Mangold are willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

## **EXHIBIT A**

### **CONTRACT FOR THE SALE OF REAL ESTATE**

**Seller:**

Jason R. Mangold  
Shawna L. Mangold  
209 E. Harrison Street  
Morton, IL 61550

**Buyer:**

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

**Seller's Attorney:****Buyer's Attorney:**

McGrath Law Office, P.C.  
1600 S. Fourth Avenue, Suite 137  
Morton, IL 61550

**Phone:** (309) 267-0476

**Phone:** (309) 266-6211

**Fax:**

**Fax:** (309) 266-6988

**Email:** jmangold9@gmail.com

**Email:** realestate@mcgrathpc.com

**Listing Agent:**

FSBO

**Selling Agent:**

FSBO

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### **CONTRACT FOR THE 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 Jason R. Mangold and Shawna L. Mangold, hereinafter referred to as **SELLER**, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

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

Lot 29 in MOSCHEL & ACKERMAN'S ADDITION to the Village of Morton, as shown on the Plat thereof recorded in Plat Book "D", Page 84, situated in TAZEWELL COUNTY, ILLINOIS.  
P.I.N.: 06-06-16-308-008

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly known as 209 E. Harrison Street, Morton, located thereon, to BUYER, who agrees to pay **\$175,000.00** therefore in the manner following: \$1,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement:

- X   (a) To be held in escrow until closing;  
       (b) To be delivered to SELLER, receipt of which is hereby acknowledged.

and the remainder as required by the closing agent on or before April 30, 2020, and on receipt of deed.

2. **EVIDENCE OF TITLE:** That on or before the 16<sup>th</sup> day of April, 2020, BUYER will furnish a 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 the BUYER and issued to BUYER after delivery of deed.
3. **DEED AND POSSESSION:** 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 and shall deliver possession to BUYER upon payment being made as herein provided, on or before the 30<sup>th</sup> day of April, 2020. 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 SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** BUYER shall accept title subject to 2019 taxes payable in 2020, and all subsequent years. Property taxes shall not be prorated.
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 mortgage release shall continue until release is obtained and recorded.
  - 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.
7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass for no additional consideration: in an "AS IS" condition with no warranty or guarantee of any kind: none.
8. **FINANCING:** This Contract is not subject to financing; CASH DEAL
9. ~~**WOOD DESTROYING INSECT PROVISION:** At BUYERS' expense, BUYER shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. BUYER shall submit a copy of the inspection report to SELLER not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then SELLER shall bear the cost of extermination. Any other treatment shall be at BUYER'S expense. 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 any defect in any structural member. In the event it is determined that a structural defect exists, BUYER shall cause a copy of the written report of the inspection for structural defect to be delivered to SELLER not less than seven (7) days prior to closing. SELLER shall then have the option of correcting such structural defect or rescinding the Contract and returning the down payment to BUYER. Should SELLER elect to rescind, SELLER must give notice of such election to BUYER not less than five (5) days prior to closing. Should SELLER elect to rescind, BUYER shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. BUYER must give SELLER or SELLER'S attorney written notice of this intention within four (4) days of receiving SELLER'S notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

10. **EQUIPMENT & INSPECTIONS:**

- ~~A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to BUYER, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.~~
- ~~B. 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 MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL, SEPTIC, or an unacceptable RADON level, and 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 \_\_\_\_\_, 20\_\_\_\_. 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~~
- ~~C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for BUYER requests to the SELLER under this contingency and shall not be deemed a part of his contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.~~
- ~~D. The following are conditions precedent to BUYER'S right to request remediation:~~
- ~~1) In the aggregate the cost of repair or replacement must equal \$1,000.00 or more, exclusive of the cost of radon mitigation.~~
  - ~~2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
  - ~~3) The defects must not have been disclosed to BUYER in writing prior to the date the offer was made to purchase.~~
  - ~~4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
  - ~~5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.~~
  - ~~6) The structural components shall not be considered defective if they are structurally sound.~~
  - ~~7) The radon level is measured at four (4) picocuries per liter of air or higher.~~

~~E. If defects are reported, then SELLER shall elect one of the following options, and shall give written notice to BUYER or to BUYER'S attorney within seven (7) 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 eighth day after SELLER shall receive 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 G.~~

~~F. At BUYER'S expense, BUYER shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.~~

~~G. 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 or after the end of the seven (7) day period specified in Paragraph E above.~~

H. 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 expected).

~~I. Home Protection Plan: SELLER shall provide BUYER a credit at closing for the cost of a one year home protection plan, to be issued by \_\_\_\_\_ with the following optional coverage: \_\_\_\_\_ home protection plan cost shall not exceed \$ \_\_\_\_\_.~~

**11. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

1) \_\_\_\_\_ The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.

2)   X   The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)

3) \_\_\_\_\_ This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond

to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

- B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

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

- 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: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind, except for those specified in Paragraph 13 (A) and (B) of this Contract. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."

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

- A. 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. BUYER acknowledges receipt of the Residential Real Property Disclosure Report prior to executing this contract. SELLER hereby certifies that the information contained in this Report is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Residential Real Property Disclosure Report previously furnished to BUYER.
  - I. SELLER hereby authorizes any Lender that holds a mortgage on the property that is the subject of this Contract to release the mortgage payoff statement directly to McGrath Law Office, P.C. upon request by a representative of said law firm. In the event that any inaccurate information is given to McGrath Law Office, P.C. concerning the mortgage payoff, SELLER agrees to pay any shortage within seven days of request for payment. SELLER further agrees not to make any further advancements or charges in connection with any home equity loan that SELLER may have on the property that is the subject of this Authorization.
  - J. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the BUYER'S attorney to prepare the required P-TAX form.
  - K. SELLER agrees to leave the premises in broom-clean condition. All refuse and personal property not being conveyed to BUYER shall be removed from the premises at SELLER'S expense by on or before the date of closing.
  - L. BUYER shall be permitted to access the property prior to closing to perform asbestos inspection.
  - M. SELLER may remove fixtures from the property prior to closing.
  - N. BUYER shall pay all closing costs except costs directly related to the payoff of SELLER's mortgage, if any.
  - O. At closing SELLER and BUYER shall enter into a post-closing possession agreement whereunder SELLER shall be permitted to remain in possession through June 30, 2020, without the rent, provided however SELLER shall be responsible for all maintenance, repairs, and utilities.
14. **ESCROWEE:** The parties agree that McGrath Law Office, P.C., is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:
- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction
  - B. Additional conditions: The parties waive the conflict of interest that McGrath Law Office, P.C. may have in acting as both Escrow Agent and Attorney for BUYER.
15. **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.
16. **RADON DISCLOSURE:** BUYER acknowledges receipt of a radon pamphlet provided by the IEMA entitled "Radon Testing Guidelines for Real Estate Transactions". Further, the BUYER acknowledges

receipt of the Illinois Disclosure of Information form on Radon Hazards prior to executing this contract. SELLER hereby certifies that the information contained in this disclosure is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Disclosure of Information on Radon Hazards previously furnished to BUYER.

17. **PREPARATION AND APPROVAL:** This Contract was prepared by McGrath Law Office, P.C., BUYER'S attorney, and approved by SELLER and/or SELLER'S attorney.
18. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
19. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). BUYER acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards and the IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions", prior to the time this Contract was signed and said disclosures are incorporated herein by reference.
20. **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.
21. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
22. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. 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 they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, 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.
23. **MORTGAGE INFORMATION AUTHORIZATION:** SELLER authorizes McGrath Law Office, P.C., and employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.
24. **COVID-19:** In the event either the BUYER, BUYER'S lender, SELLER, any of their respective service providers, government agency or any other agency becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Closing, or if BUYER or SELLER is the party to another transaction that is delayed as a result of a voluntary or mandatory COVID-19 virus quarantine, that results in the parties' inability to perform on the Closing Date, the Closing may be automatically extended by either party for a period of up to ten (10) business days after such quarantine or closure order is lifted, up to a maximum delay of thirty (30) days unless the parties otherwise mutually agree to extend the performance date further. Upon the expiration of any automatic or agreed extension, either party may terminate this Contract without any further liability to the other party, and the Earnest Money shall be immediately funded to the BUYER.

**[The remainder of this page is intentionally left blank]  
Signature page follows**

**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 BUYER: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

VILLAGE OF MORTON

By: \_\_\_\_\_  
Jeffrey L. Kaufman, President

**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 SELLERS: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLERS:

\_\_\_\_\_  
Jason R. Mangold

\_\_\_\_\_  
Shawna L. Mangold

The above named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

McGrath Law Office, P.C.

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

Dated: \_\_\_\_\_

**ORDINANCE NO. 20-31**

**AN ORDINANCE AUTHORIZING PURCHASE OF 217 E. HARRISON ST., MORTON IL**

**WHEREAS**, Drew M. Tolly and Danielle K. Tolly are the owners of certain real property commonly known as 217 E. Harrison St., Morton, Illinois (hereinafter “Subject Property”), and

**WHEREAS**, the Village of Morton believes traffic improvements may be necessary to improve traffic safety near the Morton Junior High School, which traffic improvements can be facilitated through ownership of the Subject Property; and

**WHEREAS**, for the aforesaid reasons, the Village of Morton desires to buy and Drew M. Tolly and Danielle K. Tolly are willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**EXHIBIT A**  
**CONTRACT FOR THE SALE OF REAL ESTATE**

**Seller:**

Drew M. Tolly  
Danielle K. Tolly  
43 Waldheim Road  
Morton, IL 61550

**Buyer:**

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

**Seller's Attorney:**

**Buyer's Attorney:**

McGrath Law Office, P.C.  
1600 S. Fourth Avenue, Suite 137  
Morton, IL 61550

**Phone:** (309) 264-1791

**Phone:** (309) 266-6211

**Fax:**

**Fax:** (309) 266-6988

**Email:** mellen.danielle@gmail.com

**Email:** realestate@mcgrathpc.com

**Listing Agent:**

FSBO

**Selling Agent:**

FSBO

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**CONTRACT FOR THE 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 Drew M. Tolly and Danielle K. Tolly, hereinafter referred to as **SELLER**, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

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

LOT 31 in MOSCHEL & ACKERMAN ADDITION TO THE VILLAGE OF  
MORTON, AS SHOWN BY PLAT RECORDED IN PLAT BOOK "D", PAGE 84,  
SITUATED IN THE COUNTY OF TAZEWELL, IN THE STATE OF ILLINOIS.  
P.I.N.: 06-06-16-308-010

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE COMMITMENT IS  
RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly known as 217 E. Harrison Street, Morton, located thereon, to BUYER, who agrees to pay **\$165,000.00** therefore in the manner following: \$1,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement:

- X   (a) To be held in escrow until closing;  
       (b) To be delivered to SELLER, receipt of which is hereby acknowledged.

and the remainder as required by the closing agent on or before June 30, 2020, and on receipt of deed.

2. **EVIDENCE OF TITLE:** That on or before the 16<sup>th</sup> day of June, 2020, BUYER will furnish a 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 the BUYER and issued to BUYER after delivery of deed.
3. **DEED AND POSSESSION:** 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 and shall deliver possession to BUYER upon payment being made as herein provided, on or before the 30<sup>th</sup> day of June, 2020. 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 SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** BUYER shall accept title subject to 2019 taxes payable in 2020, and all subsequent years. Property taxes shall not be prorated.
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 mortgage release shall continue until release is obtained and recorded.
  - 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.
7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass for no additional consideration: in an "AS IS" condition with no warranty or guarantee of any kind: none.
8. **FINANCING:** This Contract is not subject to financing; CASH DEAL
9. ~~**WOOD DESTROYING INSECT PROVISION:** At BUYERS' expense, BUYER shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. BUYER shall submit a copy of the inspection report to SELLER not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then SELLER shall bear the cost of extermination. Any other treatment shall be at~~

~~BUYER'S expense. 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 any defect in any structural member. In the event it is determined that a structural defect exists, BUYER shall cause a copy of the written report of the inspection for structural defect to be delivered to SELLER not less than seven (7) days prior to closing. SELLER shall then have the option of correcting such structural defect or rescinding the Contract and returning the down payment to BUYER. Should SELLER elect to rescind, SELLER must give notice of such election to BUYER not less than five (5) days prior to closing. Should SELLER elect to rescind, BUYER shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. BUYER must give SELLER or SELLER'S attorney written notice of this intention within four (4) days of receiving SELLER'S notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

10. **EQUIPMENT & INSPECTIONS:**

~~A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to BUYER, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.~~

~~B. 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 MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL, SEPTIC, or an unacceptable RADON level, and 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 \_\_\_\_\_, 20\_\_\_\_. 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~~

~~C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for BUYER requests to the SELLER under this contingency and shall not be deemed a part of his contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal~~

~~wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.~~

~~D. The following are conditions precedent to BUYER'S right to request remediation:~~

- ~~1) In the aggregate the cost of repair or replacement must equal \$1,000.00 or more, exclusive of the cost of radon mitigation.~~
- ~~2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
- ~~3) The defects must not have been disclosed to BUYER in writing prior to the date the offer was made to purchase.~~
- ~~4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
- ~~5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.~~
- ~~6) The structural components shall not be considered defective if they are structurally sound.~~
- ~~7) The radon level is measured at four (4) picocuries per liter of air or higher.~~

~~E. If defects are reported, then SELLER shall elect one of the following options, and shall give written notice to BUYER or to BUYER'S attorney within seven (7) 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 eighth day after SELLER shall receive 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 G.~~

~~F. At BUYER'S expense, BUYER shall have the right to obtain a post mitigation radon inspection by a licensed radon inspector.~~

~~G. 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 or after the end of the seven (7) day period specified in Paragraph E above.~~

~~H. 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 expected).~~

~~I. Home Protection Plan: SELLER shall provide BUYER a credit at closing for the cost of a one year home protection plan, to be issued by \_\_\_\_\_ with the following optional coverage: \_\_\_\_\_~~h

**11. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

- 1) \_\_\_\_\_ The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) X The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)
- 3) \_\_\_\_\_ This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

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

- 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: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind, except for those specified in Paragraph 13 (A) and (B) of this Contract. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."

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

- A. 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. BUYER acknowledges receipt of the Residential Real Property Disclosure Report prior to executing this contract. SELLER hereby certifies that the information contained in this Report is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Residential Real Property Disclosure Report previously furnished to BUYER.
- I. SELLER hereby authorizes any Lender that holds a mortgage on the property that is the subject of this Contract to release the mortgage payoff statement directly to McGrath Law Office, P.C. upon request by a representative of said law firm. In the event that any inaccurate information is given to McGrath Law Office, P.C. concerning the mortgage payoff, SELLER agrees to pay any shortage within seven days of request for payment. SELLER further agrees not to make any further advancements or charges in connection with any home equity loan that SELLER may have on the property that is the subject of this Authorization.
- J. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the BUYER'S attorney to prepare the required P-TAX form.

- K. SELLER agrees to leave the premises in broom-clean condition. All refuse and personal property not being conveyed to BUYER shall be removed from the premises at SELLER'S expense by on or before the date of closing.
  - L. BUYER shall be permitted to access the property prior to closing to perform asbestos inspection.
  - M. SELLER may remove fixtures from the property prior to closing.
  - N. BUYER shall pay all closing costs except costs directly related to the payoff of SELLER'S mortgage, if any.
14. **ESCROWEE:** The parties agree that McGrath Law Office, P.C., is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:
- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction
  - B. Additional conditions: The parties waive the conflict of interest that McGrath Law Office, P.C. may have in acting as both Escrow Agent and Attorney for BUYER.
15. **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.
16. **RADON DISCLOSURE:** BUYER acknowledges receipt of a radon pamphlet provided by the IEMA entitled "Radon Testing Guidelines for Real Estate Transactions". Further, the BUYER acknowledges receipt of the Illinois Disclosure of Information form on Radon Hazards prior to executing this contract. SELLER hereby certifies that the information contained in this disclosure is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Disclosure of Information on Radon Hazards previously furnished to BUYER.
17. **PREPARATION AND APPROVAL:** This Contract was prepared by McGrath Law Office, P.C., BUYER'S attorney, and approved by SELLER and/or SELLER'S attorney.
18. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
19. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). BUYER acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon

Hazards and the IEMA pamphlet entitled “Radon Testing Guidelines for Real Estate Transactions”, prior to the time this Contract was signed and said disclosures are incorporated herein by reference.

20. **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.
21. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
22. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. 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 they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, 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.
23. **MORTGAGE INFORMATION AUTHORIZATION:** SELLER authorizes McGrath Law Office, P.C., and employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.
24. **COVID-19:** In the event either the BUYER, BUYER’S lender, SELLER, any of their respective service providers, government agency or any other agency becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Closing, or if BUYER or SELLER is the party to another transaction that is delayed as a result of a voluntary or mandatory COVID-19 virus quarantine, that results in the parties’ inability to perform on the Closing Date, the Closing may be automatically extended by either party for a period of up to ten (10) business days after such quarantine or closure order is lifted, up to a maximum delay of thirty (30) days unless the parties otherwise mutually agree to extend the performance date further. Upon the expiration of any automatic or agreed extension, either party may terminate this Contract without any further liability to the other party, and the Earnest Money shall be immediately funded to the BUYER.

**[The remainder of this page is intentionally left blank]  
Signature page follows**

**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 BUYER: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

VILLAGE OF MORTON

By: \_\_\_\_\_  
Jeffrey L. Kaufman, President

**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 SELLERS: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLERS:

\_\_\_\_\_  
Drew M. Tolly

\_\_\_\_\_  
Danielle K. Tolly

The above named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

McGrath Law Office, P.C.

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

Dated: \_\_\_\_\_

**ORDINANCE NO. 20-32**

**AN ORDINANCE AUTHORIZING PURCHASE OF 213 E. HARRISON ST., MORTON IL**

**WHEREAS**, Craig A. Weigle and Nancy C. Weigle are the owners of certain real property commonly known as 213 E. Harrison St., Morton, Illinois (hereinafter “Subject Property”), and

**WHEREAS**, the Village of Morton believes traffic improvements may be necessary to improve traffic safety near the Morton Junior High School, which traffic improvements can be facilitated through ownership of the Subject Property; and

**WHEREAS**, for the aforesaid reasons, the Village of Morton desires to buy and Craig A. Weigle and Nancy C. Weigle are willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**EXHIBIT A**  
**CONTRACT FOR THE SALE OF REAL ESTATE**

**Seller:**

Craig A. Weigle  
Nancy C. Weigle  
108 N. Missouri Avenue  
Morton, IL 61550

**Buyer:**

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

**Seller's Attorney:**

**Buyer's Attorney:**

McGrath Law Office, P.C.  
1600 S. Fourth Avenue, Suite 137  
Morton, IL 61550

**Phone:** (309) 699-3923

**Phone:** (309) 266-6211

**Fax:**

**Fax:** (309) 266-6988

**Email:** craig@fondulacpark.com

**Email:** realestate@mcgrathpc.com

**Listing Agent:**

FSBO

**Selling Agent:**

FSBO

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**CONTRACT FOR THE 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 Craig A. Weigle and Nancy C. Weigle, hereinafter referred to as **SELLER**, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

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

Lot 30 in MOSCHEL AND ACKERMAN'S ADDITION to the Village of Morton, as shown by plat recorded in Plat Book "D", Page 84, situated in the County of Tazewell, State of Illinois.  
P.I.N.: 06-06-16-308-009

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE COMMITMENT IS  
RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly known as 213 E. Harrison Street, Morton, located thereon, to BUYER, who agrees to pay **\$115,000.00** therefore in the manner following: \$1,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement:

- X   (a) To be held in escrow until closing;  
       (b) To be delivered to SELLER, receipt of which is hereby acknowledged.

and the remainder as required by the closing agent on or before June 30, 2020, and on receipt of deed.

2. **EVIDENCE OF TITLE:** That on or before the 16<sup>th</sup> day of June, 2020, BUYER will furnish a 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 the BUYER and issued to BUYER after delivery of deed.
3. **DEED AND POSSESSION:** 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 and shall deliver possession to BUYER upon payment being made as herein provided, on or before the 30<sup>th</sup> day of June, 2020. 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 SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** BUYER shall accept title subject to 2019 taxes payable in 2020, and all subsequent years. Property taxes shall not be prorated.
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 mortgage release shall continue until release is obtained and recorded.
  - 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.
7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass for no additional consideration: in an "AS IS" condition with no warranty or guarantee of any kind: none.
8. **FINANCING:** This Contract is not subject to financing; CASH DEAL
9. ~~**WOOD DESTROYING INSECT PROVISION:** At BUYERS' expense, BUYER shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. BUYER shall submit a copy of the inspection report to SELLER not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then SELLER shall bear the cost of extermination. Any other treatment shall be at~~

~~BUYER'S expense. 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 any defect in any structural member. In the event it is determined that a structural defect exists, BUYER shall cause a copy of the written report of the inspection for structural defect to be delivered to SELLER not less than seven (7) days prior to closing. SELLER shall then have the option of correcting such structural defect or rescinding the Contract and returning the down payment to BUYER. Should SELLER elect to rescind, SELLER must give notice of such election to BUYER not less than five (5) days prior to closing. Should SELLER elect to rescind, BUYER shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. BUYER must give SELLER or SELLER'S attorney written notice of this intention within four (4) days of receiving SELLER'S notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

10. **EQUIPMENT & INSPECTIONS:**

~~A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to BUYER, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.~~

~~B. 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 MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL, SEPTIC, or an unacceptable RADON level, and 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 \_\_\_\_\_, 20\_\_\_\_. 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~~

~~C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for BUYER requests to the SELLER under this contingency and shall not be deemed a part of his contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal~~

~~wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.~~

~~D. The following are conditions precedent to BUYER'S right to request remediation:~~

- ~~1) In the aggregate the cost of repair or replacement must equal \$1,000.00 or more, exclusive of the cost of radon mitigation.~~
- ~~2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
- ~~3) The defects must not have been disclosed to BUYER in writing prior to the date the offer was made to purchase.~~
- ~~4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
- ~~5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.~~
- ~~6) The structural components shall not be considered defective if they are structurally sound.~~
- ~~7) The radon level is measured at four (4) picocuries per liter of air or higher.~~

~~E. If defects are reported, then SELLER shall elect one of the following options, and shall give written notice to BUYER or to BUYER'S attorney within seven (7) 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 eighth day after SELLER shall receive 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 G.~~

~~F. At BUYER'S expense, BUYER shall have the right to obtain a post mitigation radon inspection by a licensed radon inspector.~~

~~G. 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 or after the end of the seven (7) day period specified in Paragraph E above.~~

~~H. 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 expected).~~

~~I. Home Protection Plan: SELLER shall provide BUYER a credit at closing for the cost of a one year home protection plan, to be issued by \_\_\_\_\_ with the following optional coverage: \_\_\_\_\_~~h

**11. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

- 1) \_\_\_\_\_ The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) X The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)
- 3) \_\_\_\_\_ This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

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

- 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: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind, except for those specified in Paragraph 13 (A) and (B) of this Contract. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."

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

- A. 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. BUYER acknowledges receipt of the Residential Real Property Disclosure Report prior to executing this contract. SELLER hereby certifies that the information contained in this Report is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Residential Real Property Disclosure Report previously furnished to BUYER.
- I. SELLER hereby authorizes any Lender that holds a mortgage on the property that is the subject of this Contract to release the mortgage payoff statement directly to McGrath Law Office, P.C. upon request by a representative of said law firm. In the event that any inaccurate information is given to McGrath Law Office, P.C. concerning the mortgage payoff, SELLER agrees to pay any shortage within seven days of request for payment. SELLER further agrees not to make any further advancements or charges in connection with any home equity loan that SELLER may have on the property that is the subject of this Authorization.
- J. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the BUYER'S attorney to prepare the required P-TAX form.

- K. SELLER agrees to leave the premises in broom-clean condition. All refuse and personal property not being conveyed to BUYER shall be removed from the premises at SELLER'S expense by on or before the date of closing.
  - L. BUYER shall be permitted to access the property prior to closing to perform asbestos inspection.
  - M. SELLER may remove fixtures from the property prior to closing.
  - N. BUYER shall pay all closing costs except costs directly related to the payoff of SELLER'S mortgage, if any.
14. **ESCROWEE**: The parties agree that McGrath Law Office, P.C., is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:
- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction
  - B. Additional conditions: The parties waive the conflict of interest that McGrath Law Office, P.C. may have in acting as both Escrow Agent and Attorney for BUYER.
15. **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.
16. **RADON DISCLOSURE**: BUYER acknowledges receipt of a radon pamphlet provided by the IEMA entitled "Radon Testing Guidelines for Real Estate Transactions". Further, the BUYER acknowledges receipt of the Illinois Disclosure of Information form on Radon Hazards prior to executing this contract. SELLER hereby certifies that the information contained in this disclosure is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Disclosure of Information on Radon Hazards previously furnished to BUYER.
17. **PREPARATION AND APPROVAL**: This Contract was prepared by McGrath Law Office, P.C., BUYER'S attorney, and approved by SELLER and/or SELLER'S attorney.
18. **SETTLEMENT**: Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
19. **SELLER'S DISCLOSURE**: The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). BUYER acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon

Hazards and the IEMA pamphlet entitled “Radon Testing Guidelines for Real Estate Transactions”, prior to the time this Contract was signed and said disclosures are incorporated herein by reference.

20. **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.
21. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
22. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. 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 they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, 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.
23. **MORTGAGE INFORMATION AUTHORIZATION:** SELLER authorizes McGrath Law Office, P.C., and employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.
24. **COVID-19:** In the event either the BUYER, BUYER’S lender, SELLER, any of their respective service providers, government agency or any other agency becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Closing, or if BUYER or SELLER is the party to another transaction that is delayed as a result of a voluntary or mandatory COVID-19 virus quarantine, that results in the parties’ inability to perform on the Closing Date, the Closing may be automatically extended by either party for a period of up to ten (10) business days after such quarantine or closure order is lifted, up to a maximum delay of thirty (30) days unless the parties otherwise mutually agree to extend the performance date further. Upon the expiration of any automatic or agreed extension, either party may terminate this Contract without any further liability to the other party, and the Earnest Money shall be immediately funded to the BUYER.

**[The remainder of this page is intentionally left blank]  
Signature page follows**

**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 BUYER: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

VILLAGE OF MORTON

By: \_\_\_\_\_  
Jeffrey L. Kaufman, President

DATE SIGNED BY SELLERS: \_\_\_\_\_.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLERS:

\_\_\_\_\_  
Craig A. Weigle

\_\_\_\_\_  
Nancy C. Weigle

The above named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

McGrath Law Office, P.C.

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

Dated: \_\_\_\_\_

**RESOLUTION NO. 33-20**

**RESOLUTION AUTHORIZING HEDGING AGREEMENT  
WITH UTILITY GAS MANAGEMENT**

**WHEREAS**, it is necessary and appropriate that the Village of Morton, a Project Participant in the PEFA, Inc. Gas Prepayment Transaction, enter into a Hedging Agreement with Utility Gas Management.

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

1. That the Hedging Agreement in the form as attached is approved.
2. That the President of the Board of Trustees is authorized to execute the agreement on behalf of the Village.

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect upon its passage and approval.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this \_\_\_\_\_ day of April, 2020; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**HEDGING AGREEMENT BY AND BETWEEN UTILITY  
GAS MANAGEMENT AND THE VILLAGE OF MORTON, ILLINOIS, A PROJECT PARTICIPANT IN THE PEFA,  
INC. GAS PREPAYMENT TRANSACTION**

This Hedging Agreement is entered into between Utility Gas Management (“UGM”) and the Village of Morton, Illinois (“Participant”), UGM’s customer, to reflect the terms of fixed price natural gas supply transactions (each, a “Participant Transaction”) to be entered into from time to time between UGM and Participant in connection with prepaid gas supplies purchased by Participant from PEFA, Inc. under PEFA, Inc.’s gas prepayment transaction with Aron Gas Prepay 1 LLC (“Prepay LLC”).

Participant is a purchaser of prepaid gas from PEFA, Inc. in the prepay transaction between PEFA, Inc. and Prepay LLC under a Gas Supply Agreement dated as of May 1, 2019 between Participant and PEFA, Inc. (the “Supply Agreement”). Clayton Energy Corporation (“Clayton”) has entered into a Hedging Agreement with UGM, dated as of April 14, 2020, under which Clayton and UGM will enter into fixed price natural gas supply transactions in connection with the Participant Transactions of UGM’s Participants. Clayton has entered into a NAESB Base Contract for the Sale and Purchase of Natural Gas, dated as of April 15, 2020, with J. Aron & Company LLC (“Aron”) (the “NAESB Contract”), under which Clayton, acting on behalf of UGM, will enter into sale transactions (each, an “Aron Transaction”) of certain quantities of gas to Aron at the delivery point under the Supply Agreement at a floating price and will purchase the same quantities of gas from Aron at the same delivery point at a fixed price. Concurrent with each Aron Transaction related to natural gas to be hedged for Participant, UGM and Participant will enter into a Participant Transaction hereunder with commercial and other substantive terms that are identical to the Aron Transaction, provided that under such Participant Transaction, Participant will transfer gas at the index price to UGM and receive gas at the fixed price from UGM.

Participant may request UGM to enter into such a Participant Transaction by delivering a request (in the form attached hereto), which request may be delivered in writing by an email exchange (or other writing) setting forth the volume, term, and ceiling price at which Participant requests such

Participant Transaction, and the deadline through which Participant's request shall remain open. Each such request once sent is irrevocable by Participant unless and until it expires unfilled by the deadline set forth in the request.

UGM shall use commercially reasonable efforts to enter into an Aron Transaction with Clayton that complies with the request by Participant and, upon execution thereof, UGM and Participant will be deemed to have entered into a corresponding Participant Transaction with the commercial terms being identical to the commercial terms of the Aron Transaction but with Participant delivering at the index price and UGM delivering at the fixed price. The other terms of such Participant Transaction shall be identical to the terms set forth in the NAESB Contract (the current form of which is attached hereto), provided that (i) references to Clayton in such NAESB Contract shall be deemed to be references to Participant and references to Aron shall be deemed to be references to UGM, and (ii) in addition to the terms therein, the Participant Transaction will be terminated if Aron terminates the corresponding Aron Transaction for any reason, and Participant will be the defaulting party for purposes of such termination. UGM shall memorialize the terms of such Participant Transaction by written notice sent to Participant by email (or other writing).

Participant acknowledges and agrees that UGM will be entering into Aron Transactions with Clayton on behalf of Participant and other "Project Participants" (as defined in the Supply Agreement) as part of an overall pricing program (the "Pricing Program"). In order to facilitate such Pricing Program and the credit support required by Aron in connection therewith, Participant hereby assigns to UGM its right to receive any "Annual Refund" (as defined in the Supply Agreement) that may otherwise be due to Participant under the Supply Agreement to the extent that, at the time such Annual Refund would otherwise be paid, any amounts are past due to UGM or to Clayton from any Project Participant in connection with a Participant Transaction hereunder or a similar transaction with another Project Participant. Participant acknowledges that UGM may assign the right to this Annual Refund to Clayton,

which may assign it to Aron, and further agrees, upon request of UGM, Clayton or Aron, to issue an irrevocable payment instruction to PEFA, Inc. directing all future Annual Refunds that may otherwise be due to Participant to be paid to Aron. Further, upon receiving a payment direction letter from Aron, Participant shall direct all payments that would otherwise be made by Participant under each Participant Transaction directly to Aron, which payment direction may not be revoked without Aron's express prior written consent. Upon request of UGM, Clayton or Aron, Participant shall provide audited comprehensive annual financial reports to Aron.

Participant represents that UGM is, and UGM represents that Clayton Energy is, authorized as its agent and attorney-in-fact to cause Participant to enter into Participant Transactions hereunder and agrees to be bound by any such Participant Transaction requested by UGM and by Clayton Energy.

By their signatures below, the representatives of Participant and UGM affirm that they are authorized to enter into this Hedging Agreement and each hedge undertaken pursuant to it.

IN WITNESS WHEREOF, UGM and Participant have executed this Hedging Agreement effective on \_\_\_\_\_, 2020, to apply to each hedging request by Participant with respect to volumes purchased by Participant under its Supply Agreement, intending to be fully bound by it.

**UTILITY GAS MANAGEMENT**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**VILLAGE OF MORTON, ILLINOIS**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A**

**FORM OF HEDGING REQUEST**

\_\_\_\_\_ is a Project Participant in the natural gas prepayment transaction undertaken by PEFA, Inc. with Aron Gas Prepay 1 LLC, and is a party to a Gas Supply Agreement with PEFA, Inc. dated as of May 1, 2019, and to a Hedging Agreement with Utility Gas Management ("UGM") dated \_\_\_\_\_, 2020.

Pursuant to the Hedging Agreement, \_\_\_\_\_ requests UGM to enter into a hedging transaction with Clayton Energy Corporation on its behalf with the following particulars:

<u>Month</u>	<u>Volume (for the Month)(MMBtu)</u>	<u>Fixed Price Ceiling (per MMBtu)</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

This request shall remain open until the end of the day on \_\_\_\_\_, 20\_\_, and is irrevocable until that time, and accordingly it may be relied upon by UGM and by Clayton Energy Corporation without qualification or further confirmation.

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_