

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**MONDAY, JULY 6, 2020 – 7:00 P.M.**

**REMOTE ONLY MEETING**

**LINK TO JOIN ZOOM MEETING:**  
<https://us02web.zoom.us/j/6288284611>

**PHONE DIAL-IN OPTION:**  
**DIAL (312) 626-6799 MEETING ID: 628 828 4611 #**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
  - A. Public Hearing on a Proposal to Exchange 208 E. Tyler St for 530 N. Second Ave., Morton IL.
  - B. Public Hearing on a Proposal to Exchange 17 Acres +/- of Unimproved Land on Harding Road for 445 E. Birchwood St., Morton IL.
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – June 15, 2020
    - 2. Special Meeting – June 22, 2020
  - B. Approval of Bills.
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
  - A. Resolution 02-21 – A Resolution Approving Real Estate Exchange Agreement between Morton Community Unit School District No. 709 and the Village of Morton.
  - B. Ordinance 21-07 - An Ordinance Authorizing the Exchange of 208 E. Tyler St. for 530 N. Second Ave Morton IL.
  - C. Ordinance 21-08 – An Ordinance Authorizing Exchange of 17 Acres +/- of Unimproved Land on Harding Road for 445 E. Birchwood St., Morton IL.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
  - A. Resolution 03-21 - A Resolution Appointing Jason Miller to Governing Board of Tazewell Consolidated Communications Center.
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Waive Formal Bidding and Acceptance of Proposal from Wayne Litwiller Excavating, Inc. for the Demolishing of 209, 213, 217, and 221 E. Harrison St. (August '20) and 530 N. Second Ave. (Sept. '20) in the Amount of \$77,800.00 (Backfilling by Others).
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. Zoning Amendment Petition #20-03 ZA – Harding Rd.

**XVII. VILLAGE TRUSTEES**

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

**XVIII. CLOSED SESSIONS**

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

**XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., JUNE 15, 2020**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk (Administrator Smick - Acting Clerk) called the roll, with the following members present: Blunier, Leitch, Leman, Menold, Newman – 5.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – Leigh Ann Brown from the Morton Chamber of Commerce and Economic Development Council gave an update noting 4th Friday events coming up on Friday, June 26 and also the Morton Chamber of Commerce Golf Outing/Fundraiser on July 10.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Special Meeting – May 28, 2020
  - 2. Regular Meeting – June 1, 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 – 5.  
No: None.  
Absent: Parrott – 1.

**VILLAGE ADMINISTRATOR**

Trustee Leitch presented a Building Improvement Grant Recommendation for Morton Community Foundation for \$9,143 for a project with a projected cost of \$18,285 for code-related interior and exterior improvements. Trustee Newman moved to approve. Motion was seconded by Trustee Blunier and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman – 5.  
No: None.  
Absent: Parrott – 1.

**CORPORATION COUNSEL**

Attorney McGrath presented Ordinance 21-06 – An Ordinance Setting a Public Hearing on a Proposal to Exchange 208 E. Tyler St. for 530 N. Second Ave., Morton IL. Trustee Leitch moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Kaufman – 6.  
No: None.  
Absent: Parrott – 1.

## **DIRECTOR OF PUBLIC WORKS**

DPW Loudermilk presented Ordinance 21-05 – An Ordinance Setting a Public Hearing on a Proposal to Exchange 17 Acres +/-, of Unimproved Land on Harding Road for 445 E. Birchwood St., Morton IL. Trustee Newman moved to approve. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Kaufman – 6.  
No: None.  
Absent: Parrott – 1.

DPW Loudermilk then presented Resolution 01-21 – A Resolution Authorizing Amendment to Pre-Annexation Agreement with Peoria Sand and Gravel, Inc. Trustee Menold moved to approve. Motion was seconded by Trustee Blunier and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Kaufman – 6.  
No: None.  
Absent: Parrott – 1.

## **VILLAGE TRUSTEES**

BLUNIER – Nothing to report.

LEITCH – Nothing to report.

LEMAN – Nothing to report.

MENOLD – Nothing to report.

NEWMAN – Nothing to report.

## **ADJOURNMENT TO EXECUTIVE SESSION**

With no action expected to be taken following the executive session for the purpose of 1) discussing collective negotiating matters between the Village and its employees or their representatives per 5 ILCS 120/2(c)(2); 2) discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body per 5 ILCS 120/2(c)(1); and 3) discussing the setting of a price for the sale of property owned by the Village of Morton, per 5 ILCS 120/2(c)(6). Trustee Leitch moved to adjourn to Executive Session. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman – 5.  
No: None.  
Absent: Parrott – 1.

## **ADJOURNMENT**

Upon returning from Executive Session, the Clerk determined the same members present. With no further business to come before the Board, Trustee Menold moved to adjourn. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman – 5.  
No: None.  
Absent: Parrott – 1.

ATTEST:

---

PRESIDENT

---

VILLAGE CLERK

**VILLAGE BOARD OF TRUSTEES  
SPECIAL MEETING  
7:00 P.M., JUNE 22, 2020**

President Kaufman called the meeting to order and the Clerk called the roll, with the following members present: Blunier, Leitch, Menold, Newman, Parrott – 5.

**PRESIDENT KAUFMAN**

President Kaufman requested approval of the appointment of Jason Miller to the position of Chief of Police. Trustee Blunier moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Menold, Newman, Parrott – 5.

No: None.

Absent: Leman – 1.

**ADJOURNMENT**

With no further business to come before the Board, Trustee Menold moved to adjourn. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman – 5.

No: None.

Absent: Parrott – 1.

ATTEST:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VILLAGE CLERK

**RESOLUTION NO. 02-21**

**RESOLUTION APPROVING REAL ESTATE EXCHANGE AGREEMENT  
BETWEEN MORTON COMMUNITY UNIT SCHOOL DISTRICT  
NO. 709 AND THE VILLAGE OF MORTON**

**WHEREAS**, the Village of Morton and Morton Community Unit School District No. 709 desire to transfer ownership of land commonly referred to 17 +/- acres of unimproved land on Harding Road, Morton, Illinois to the Village of Morton in exchange for transferring residential properties commonly known as 530 N. Second Street, 209 E. Harrison Street, 213 E. Harrison Street, 217 E. Harrison Street and 221 E. Harrison Street to the School District; and

**WHEREAS**, there has been presented to the Village a proposed Agreement to be entered into between the Village and the School District.

**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 Real Estate Exchange Agreement between the Morton Community Unit School District and the Village of Morton (the "Agreement") in the form attached to this Resolution is approved.
2. That the Village President and Village Clerk are authorized and directed to execute the Agreement

**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 \_\_\_\_\_, 2020; and  
upon roll

call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING

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

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

**ATTEST:**

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



## REAL ESTATE EXCHANGE AGREEMENT

**THIS REAL ESTATE EXCHANGE AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of July 2020, by and between **MORTON COMMUNITY UNIT SCHOOL DISTRICT No. 709** ("School") and the **VILLAGE OF MORTON, an Illinois Municipal Corporation** ("Village").

### Recitals

**A.** The School owns and operates a junior high school building (“Morton Junior High”) within the corporate boundaries of the Village; and

**B.** Morton Junior High does not currently have a sufficient number of off-street parking spaces to accommodate all School staff and members of the community who visit the school; and

**C.** Staff and visitors at Morton Junior High have traditionally utilized on-street parking near the school for parking overflow purposes; and

**D.** Heavy use of on-street parking at Morton Junior High has raised concerns from the Parties, School employees, neighboring property owners as well as other individuals in the community; and

**E.** The School and Village (collectively the “Parties”) find that it is in the best interest of the Parties and the community to facilitate the construction of sufficient off-street parking located proximate to the Morton Junior High facility to accommodate staff and visitors and alleviate the concerns that have been raised related to on-street parking; and

**F.** The Morton Junior High property does not currently have sufficient open ground to utilize for the construction of a sufficient number of off-street parking spaces to accommodate all staff and visitors; and

**G.** The School owns a parcel of ground which was formerly utilized for residential purposes which is located at 520 N. Second Avenue, across Harrison Street and on the north west side of the Morton Junior High property; and

**H.** There are four other residential parcels located on the two hundred block of E. Harrison Street across the street from the Morton Junior High property (the “Residential Properties”). The Residential Properties are located at 209 E. Harrison, 213 E. Harrison, 217 E. Harrison, and 221 E. Harrison. The legal descriptions of the Residential Properties are attached to this Agreement as Exhibit A; and

**I.** The School’s acquisition of the Residential Properties together with the Village right-of-way that currently comprises the 200 block of East Harrison street and ancillary property (the “Right-of-Way”) would, when combined with the open portion of the Morton Junior High property and the property at 520 N. Second Avenue, be sufficient open ground to allow for the construction of a sufficient number of off-street parking spaces to adequately accommodate School staff and visitors; and

**J.** Based on governmental authority and experience, the Village is better equipped than the School to acquire the Residential Properties and sell or demolish all existing structures; and

**K.** By vacating the Right-of-Way, the Village would save money currently budgeted for sewer improvements in the area; and

**L.** The School owns fee simple title to a tract of land proximate to Harding Road in Morton, Illinois which is approximately seventeen acres in size and is currently utilized for agricultural purposes (the "Farm Ground"). The legal description of the Farm Ground is attached to this Agreement as Exhibit B; and

**M.** The Farm Ground is currently leased on a year-to-year basis by the School to a tenant farmer for agricultural purposes; and

**N.** The Village is interested in acquiring the Farm Ground from the School; and

**O.** In order to provide additional green space and improved access around Morton Junior High, the School would benefit from owning certain property which is commonly known as 530 N. Second Avenue, Morton, IL and a portion of the alley that runs between the Residential Properties and the property commonly known as 530 N. Second Avenue (the "Additional Property"). The Additional Property is depicted on attached Exhibit C; and

**P.** The Village has reached an agreement with an adjacent property owner which would allow the Village to obtain title to, replat, and reconvey the Additional Property to the School; and

**Q.** In order to complete the improvements described herein, certain curb, gutter, and sidewalk improvements will be required, which are shown on Exhibit D (Diagram of Work) and described on Exhibit E (Scope of Work). It would be a more efficient use of combined resources for this curb, gutter and sidewalk work to be completed in conjunction with the construction of the new parking lot; and

**R.** The Village is better equipped to acquire bids and complete the work depicted and described in Exhibits D and E and the School is willing to reimburse the Village for a portion of that cost as described herein; and

**S.** The Village is willing to acquire bids and complete and oversee the work depicted and described in Exhibits D and E in conjunction with the construction of the parking lot on School grounds;

**T.** The School is a validly organized Illinois public school district operating under the Illinois School Code; and

**U.** The Village is a validly organized Illinois municipal corporation operating under the Illinois Municipal Code; and

V. Pursuant to the terms and requirements of the Local Government Property Transfer Act, 50 ILCS 605/2, the Parties desire to buy and sell, through an exchange of properties and additional consideration as necessary and as described below, the Residential Properties, the Additional Property and the Farm Ground; and

W. Based upon the foregoing, the Parties agree that the Village will: (1) acquire the Residential Properties and the Additional Property; (2) sell or demolish the existing structures on the Residential Properties and the Additional Property; (3) transfer the Residential Properties and the Additional Property to the School; (4) vacate the Right-of-Way and the alley in favor of the School, and (5) solicit bids and complete certain curb, gutter, and sidewalk improvements around the revised School block and complete the construction of the parking lot and the School will: (1) transfer the Farm Ground to the Village; (2) pay the Purchase Price; (3) pay for the cost of construction of an off-street parking lot for Morton Junior High; and (4) reimburse the Village for a portion of the curb, gutter, and sidewalk work, all as more particularly described herein.

**NOW, THEREFORE,** in consideration of the recitals set forth above and the following covenants and conditions, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are found to be true and correct and are incorporated herein.

2. **CONDITIONS PRECEDENT.** The Parties' obligations under this Agreement shall be subject to the following conditions precedent being satisfied as outlined herein:

A. **ACQUISITION OF RESIDENTIAL PROPERTIES.** The Village shall, at Village expense, take such action as is necessary to acquire fee simple title to the Residential Properties. These acquisitions shall be closed no later than August 1, 2020.

B. **DEMOLITION OR SALE OF EXISTING STRUCTURES.** The Village shall demolish or sell all existing structures on the Residential Properties. All construction debris from any demolition shall be removed by the Village at Village expense. The Village shall also restore the property to soil only to a depth of at least one foot below the surface and all hazardous or other environmentally unsafe material shall be removed or abated by the Village at Village expense and the Village shall remove, disconnect, grout fill or relocate any utility lines such that the Residential Properties are in a condition on which a parking lot can be constructed. Upon satisfaction of this covenant, the Village shall provide written notice to the School, which shall include copies of applicable inspection reports demonstrating that the Residential Properties are free from asbestos, have soil to a depth of one foot below the surface and are in a condition that is ready for construction of a parking lot. These actions shall occur no later than August 1, 2020, with said notice provided to the School on or before said date.

C. **ACQUISITION OF ADDITIONAL PROPERTY, DEMOLITION OF STRUCTURE, AND REPLATTING.** The Village shall, at Village expense, take such action as is necessary to acquire fee simple title to the Additional Property. The Village shall further demolish the structure located on the Additional Property and replat the lot so that the boundaries are as shown on Exhibit C. All construction debris from any demolition shall be removed by the Village at Village expense. The Village shall also restore the property to soil only to a depth of at least one foot below the surface and all hazardous or

other environmentally unsafe material shall be removed or abated by the Village at Village expense and the Village shall remove, disconnect, grout fill or relocate any utility lines such that the Additional Property is in a condition suitable for green space. The Village shall take the necessary actions in order to relocate the fence and the property line and discontinue access by the adjacent property owner to the alley to be vacated. The Village shall obtain, at its expense, a survey providing for an appropriate legal description for the Additional Property and complete all platting requirements necessary to reconfigure the Additional Property so that it is a separate parcel, with the boundaries as shown on Exhibit C, that may be transferred to the School. Upon satisfaction of this covenant, the Village shall provide written notice to the School, which shall include copies of applicable inspection reports demonstrating that the Additional Property is free from asbestos, and that the property otherwise satisfies the conditions described herein. These actions shall occur no later than October 1, 2020, with said notice provided to the School on or before said date.

**D. SOLICITATION OF BIDS.** The Village, at Village expense, shall solicit bids, in compliance with both the Municipal Code and the School Code, and which shall include required performance and payment bonds, for completion of the construction of the parking lot on the School's property and for completion of the construction of the curb, gutter and sidewalk work described herein (collectively, "the Work"). The bid opening shall be completed in the presence of both Village and School authorities and each board will appropriately accept the bid at a public board meeting. The successful bidder will enter into a contract with the Village for the completion of the Work.

**E. CONDITION OF PROPERTY / TERMINATION OF FARM TENANCY.** Upon notification from the Village that the requirements set forth in Sections 2.A. and 2.B. have been satisfied and following reasonable confirmation by the School's architect or engineer that the Residential Properties are in the condition described herein, the School shall provide notice to terminate the farm tenancy on the Farm Ground for an effective termination date of December 31, 2020. A copy of the School's termination notice to the farm tenant shall be provided to the Village by the School. If the School's architect or engineer determine that either the Residential Properties or Additional Property are not in the anticipated condition described herein, the School shall provide written notice of its objections and the Village shall remedy the School's reasonable concerns.

**3. EXCHANGE OF PROPERTY.** Following satisfaction of the Conditions Precedent in Section 2 above, the Village agrees to transfer the Residential Properties and the Additional Property to the School and the School agrees to transfer the Farm Ground to the Village under the terms set forth below, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging. The Parties shall convey merchantable title to the respective properties by Warranty Deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Property or use of the properties, except for (i) title exceptions contained within the Title Commitment as defined below and not objected to by the respective grantee of the property; (ii) covenants, easements, restrictions and reservations of record and approved by the respective grantee of the property; (iii) general real estate taxes not yet due and owing; (iv) applicable governmental zoning and building code rules and regulations; and (v) other matters approved in writing by the respective grantee (the "Permitted Exceptions")

4. **CONDITION OF PROPERTY.** Subject to Paragraph 2 above, the properties to be transferred shall be in AS-IS CONDITION, NO WARRANTIES EXPRESSED OR IMPLIED.

5. **PURCHASE PRICE.** The School shall pay to the Village at Closing on the Additional Property a purchase price ("Purchase Price") equal to Sixty Nine Thousand Four Hundred Thirteen and 35/100 Dollars (\$69,413.35) plus fifty percent (50%) of the cost of demolition and removal of the structures on the Residential Properties, inclusive of costs of asbestos abatement necessary and required in connection with the demolition of the structures on the Residential Properties (hereinafter "Demolition Expenses"), which Demolition Expenses shall be documented to the School by paid invoices submitted by the Village.

For purposes of declaring the value of the real estate to be sold on the required transfer declarations, the parties agree that the full actual consideration for the Residential Properties, after the demolition, is the sum of Three Hundred Thousand Dollars (\$300,000.00) and the full actual consideration for the Farm Ground is Three Hundred Thousand Dollars (\$300,000.00), and the full actual consideration for the Additional Property is Sixty Thousand Dollars (\$60,000). In the event Village sells any personal property located in the Residential Property or the Additional Property, the Village shall remit to School one-half of the proceeds from the sale of such personal property within ten days of actual receipt by the Village.

6. **TITLE COMMITMENT AND TITLE DOCUMENTS.**

(a) Village shall, within twenty-one (21) days after notification from the Village that the requirements set forth in Sections 2.A., and 2.B. have been satisfied, furnish to School a title commitment (the "Title Commitment") for an owner's ALTA title insurance policy in form reasonably acceptable to School in the amount of \$300,000.00 total for the Residential Properties, issued by Attorneys' Title Guaranty Fund or other title insurance company reasonably acceptable to School (the "Title Insurer"). Such Title Commitment shall include copies of all documents listed as exceptions in the Title Commitment (collectively, the "Title Documents"). Said Title Commitment shall show that merchantable fee simple title is vested in Village subject only to the "Permitted Exceptions".

School shall have seven (7) days after receipt of the Title Commitment and the Title Documents to deliver to Village, School's reasonable title objections. In the event School fails to object to any items in the Title Commitment or the Title Documents within said 7-day period, School shall be deemed to have waived any such objections. In the event School does deliver objections in the Title Commitment or the Title Documents, Village shall use Village's best efforts to have the Title Insurer remove or (with School's approval) insure over such exceptions within seven (7) days thereafter. If, after using Village's best efforts, Village cannot cause the Title Insurer to remove such objections or (with School's approval) insure over such exceptions within said seven (7) day period, School shall thereafter have, in addition to School's other rights hereunder, the right to either (i) continue with this Agreement and accept the Premises subject to such objections, or (ii) terminate this Agreement, whereupon this Agreement shall become null and void.

(b) School shall, within twenty-one (21) days after notification from the Village that the requirements set forth in Sections 2.A. and 2.B. have been satisfied, furnish to

Village a title commitment (the "Title Commitment") for an owner's ALTA title insurance policy in form reasonably acceptable to Village in the amount of \$300,000.00 for the Farm Ground, issued by Attorneys' Title Guaranty Fund or other title insurance company reasonably acceptable to Village (the "Title Insurer"). Such Title Commitment shall include copies of all documents listed as exceptions in the Title Commitment (collectively, the "Title Documents"). Said Title Commitment shall show that merchantable fee simple title is vested in School subject only to the "Permitted Exceptions".

Village shall have seven (7) days after receipt of the Title Commitment and the Title Documents to deliver to School, Village's reasonable title objections. In the event Village fails to object to any items in the Title Commitment or the Title Documents within said 7-day period, Village shall be deemed to have waived any such objections. In the event Village does deliver objections in the Title Commitment or the Title Documents, School shall use School's best efforts to have the Title Insurer remove or (with Village's approval) insure over such exceptions within seven (7) days thereafter. If, after using School's best efforts, School cannot cause the Title Insurer to remove such objections or (with Village's approval) insure over such exceptions within said seven (7) day period, Village shall thereafter have, in addition to Village's other rights hereunder, the right to either (i) continue with this Agreement and accept the Premises subject to such objections, or (ii) terminate this Agreement, whereupon this Agreement shall become null and void.

(c) Village shall, within twenty-one (21) days after notification from the Village that the requirements set forth in Sections 2.C. have been satisfied, furnish to School a title commitment (the "Title Commitment") for an owner's ALTA title insurance policy in form reasonably acceptable to School in the amount of \$60,000.00 total for the Additional Property, issued by Attorneys' Title Guaranty Fund or other title insurance company reasonably acceptable to School (the "Title Insurer"). Such Title Commitment shall include copies of all documents listed as exceptions in the Title Commitment (collectively, the "Title Documents"). Said Title Commitment shall show that merchantable fee simple title is vested in Village subject only to the "Permitted Exceptions".

School shall have seven (7) days after receipt of the Title Commitment and the Title Documents to deliver to Village, School's reasonable title objections. In the event School fails to object to any items in the Title Commitment or the Title Documents within said 7-day period, School shall be deemed to have waived any such objections. In the event School does deliver objections in the Title Commitment or the Title Documents, Village shall use Village's best efforts to have the Title Insurer remove or (with School's approval) insure over such exceptions within seven (7) days thereafter. If, after using Village's best efforts, Village cannot cause the Title Insurer to remove such objections or (with School's approval) insure over such exceptions within said seven (7) day period, School shall thereafter have, in addition to School's other rights hereunder, the right to either (i) continue with this Agreement and accept the Premises subject to such objections, or (ii) terminate this Agreement, whereupon this Agreement shall become null and void.

(d) During the pendency of this Agreement, Village and School shall not take nor permit to be taken any actions which would further encumber or otherwise alter the status of title to the property they each respectively hold or the physical condition of the property without the prior written approval of the other party.

(e) For convenience of closing, the parties shall agree upon and use the same Title Insurer.

7. **REAL ESTATE TAXES AND ASSESSMENTS.** The Village shall pay the first installment of the 2019 real estate taxes on the Residential Properties and the Additional Property prior to its due date. The School shall pay the second installment of the 2019 real estate taxes for the Residential Properties and the Additional Property. The 2020 real estate taxes shall be prorated as of the date of Closing and the Village shall pay to School one-half (1/2) of the prorated real estate taxes. The School shall pay both installments of the 2019 real estate taxes for the Farm Ground. The Village shall pay the 2020 real estate taxes for the Farm Ground. All prorated real estate taxes shall be credited to the receiving party at Closing.

8. **CLOSING ON RESIDENTIAL PROPERTIES AND FARM GROUND.** Closing on the Residential Properties and Farm Ground shall take place on a mutually agreeable date which is within thirty (30) days after notification from the Village that the requirements set forth in Sections 2.A., and 2.B. have been satisfied. At Closing, the parties shall take the following actions:

(a) Village shall provide School with stamped, recordable warranty deeds to the Residential Properties in form and substance acceptable to School, conveying to School its interest in the Residential Properties. School shall provide Village with a stamped, recordable warranty deeds to the Farm Ground in form and substance acceptable to Village, conveying to Village its interest in the Farm Ground.

(b) Village shall, at Village's expense, cause the Title Insurer to provide to School an Owner's ALTA Title Insurance Policy in the amount of \$300,000.00, showing fee simple title in the Residential Properties to be held by School free and clear of any and all liens, claims, encumbrances or other title exceptions other than the Permitted Exceptions, which policy shall be provided as soon as practicable after the date of Closing. School shall, at School's expense, cause the Title Insurer to provide to Village an Owner's ALTA Title Insurance Policy in the amount of \$300,000.00, showing fee simple title in the Farm Ground to be held by Village free and clear of any and all liens, claims, encumbrances or other title exceptions other than the Permitted Exceptions, which policy shall be provided as soon as practicable after the date of Closing.

(c) The Parties shall execute and deliver to the other Party an Illinois Real Estate Transfer Tax Declaration for each of the parcels they are transferring pursuant to this Agreement.

(d) The Parties shall execute and deliver an agreed upon closing statement.

(e) The Parties shall execute and deliver a Post-Closing Agreement outlining the post-closing obligations of each party hereunder, substantially in the form attached hereto as Exhibit G.

(f) The Parties shall execute an assignment of lease for the farm tenancy lease on the Farm Ground and any rent due, or scheduled to become due within 12 months, from the farm tenant shall be the property of the Village.

(g) The Parties shall execute and deliver such other instruments and documents and take such other actions as may be necessary or appropriate to consummate the purchase and sale of the property as provided herein.

(h) The parties shall each pay to record the deed granting to them the applicable property and their own attorneys' fees and title expenses, including the cost of any endorsements requested by that party. The parties will share any settlement fee. The parties acknowledge that no transfer tax shall be due.

9. **CLOSING ON ADDITIONAL PROPERTY.** Closing on the Additional Property shall take place on a mutually agreeable date which is within sixty (60) days after notification from the Village that the requirements set forth in Sections 2.C. have been satisfied. At Closing, the parties shall take the following actions:

(a) Village shall provide School with stamped, recordable warranty deeds to the Additional Property in form and substance acceptable to School, conveying to School its interest in the Additional Property.

(b) Village shall, at Village's expense, cause the Title Insurer to provide to School an Owner's ALTA Title Insurance Policy in the amount of \$60,000.00, showing fee simple title in the Additional Property to be held by School free and clear of any and all liens, claims, encumbrances or other title exceptions other than the Permitted Exceptions, which policy shall be provided as soon as practicable after the date of Closing.

(i) The Parties shall execute an Illinois Real Estate Transfer Tax Declaration for each of the parcels they are transferring pursuant to this Agreement.

(j) The Parties shall execute and deliver an agreed upon closing statement.

(k) The Parties shall execute and deliver such other instruments and documents and take such other actions as may be necessary or appropriate to consummate the purchase and sale of the property as provided herein.

(l) The School shall pay to record the deed granting to them the Additional Property. Each party shall pay their own attorneys' fees. The Village shall pay all title expenses associated with the Closing on the Additional Property, except for the cost of any endorsements requested by the School. The parties will share any settlement fee. The parties acknowledge that no transfer tax shall be due.



10. **WARRANTIES.** The Parties covenant and warrant to each other as follows:

(a) The Party is entering into this Agreement and the sale and purchase of the Residential Properties and Farm Ground will not conflict with any Agreement to which the Party or the Residential Properties, Additional Property or Farm Ground is bound (with the exception of completion of the Farm Lease in 2020).

(b) The Party has all requisite power and authority to enter into and honor the terms and conditions of this Agreement, and to carry out the purchase and sale of the Residential Properties, Additional Property and Farm Ground on the terms and conditions set forth herein.

11. **VACATION OF RIGHT-OF-WAY / ZONING AND PERMITS.** As soon as practicable after the Closing on the Additional Property, the Village shall take action to vacate the right-of-way of the 200 block of E. Harrison Street and to vacate the alley located between the Residential Properties and the Additional Property, as shown on Exhibit C, in favor of the School. Upon vacation of the alley and right-of-way, the Village shall deliver written notice including a certified copy of the recorded ordinance vacating the right-of-way and the alley to the School. The Village shall further confirm that the zoning and permitting of the Residential Properties and the Additional Property are proper for ownership by a school and construction of a parking lot and if zoning or permitting are not proper or have not been issued, the Village shall proceed to do so. If the Village chooses to vacate the right-of-way and the alley prior to Closing, the Village shall not do so until the Village has obtained title to both the Residential Property and the Additional Property, such that title to the vacated right-of-way or alley shall properly vest in the Village and then be transferrable to the School and included within the Title Commitment. It is expressly understood by the School that the vacated alley will contain utility easements, but that the utility easements within the Harrison Street right-of-way shall be relocated and released as part of the construction.

12. **CONSTRUCTION OF OFF-STREET PARKING LOT.** Following the later of (1) the vacation of the Right-of-Way and the alley, or (2) Closing, the Village shall construct an Off-Street Parking Lot substantially in the form of the site plan attached to this Agreement as Exhibit F and subject to the approved bid as described in Paragraph 2.D.. Material deviation of plans for the Parking Lot shall require consent of the School. Such Parking Lot shall be constructed by the Village, for the benefit of the School District, in connection with the additional curb, gutter and sidewalk improvements, but the School shall reimburse the Village for the cost of the Parking Lot as outlined in Exhibit E, with the School paying for the quantities set forth on Exhibit E multiplied by the accepted unit price bid for each line item per Paragraph 2.D. The Village shall contract for completion of the work and pay the contractors per the contract and then invoice the School for its share of the cost as outlined in Exhibit E. The Village and the School's shall work cooperatively on all matters of construction scheduling to minimize disruption in School District operations. Should disagreements arise between the School and/or the Village and the Contractors, the parties will cooperate and seek to find resolution to the issue that benefits all parties. The construction of the Parking Lot shall be completed in accordance with the approved bid and the plans within six months of Closing.

**13. CONSTRUCTION OF CURBS, GUTTERS, AND SIDEWALKS.** Following the Closing, the Village shall complete the curb, gutter and sidewalk improvements described in Exhibits D and E. The Village shall proceed to complete the construction of the curbs, gutters, and sidewalks in conformance with and in substantially the form of the plans attached as Exhibits D and E and in compliance with the approved bid as described in Paragraph 2.D. Material deviation of the plans shall require consent of the Parties. The work described herein shall be paid by the Village and the School in accordance with the distribution outlined in Exhibit E, with the School paying for the quantities set forth on Exhibit E multiplied by the accepted unit price bid for each line item. The Village shall contract for completion of the Work and pay the contractors per the contract and then invoice the School for its share of the cost as outlined in Exhibit E.

**14. NOTICES.** Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by national overnight courier with written verification of delivery to the address specified below, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the Village:	Village of Morton Attention: Village Board President 120 N. Main Street Morton, Illinois 61550
With a copy to:	Pat McGrath McGrath Law Office, P.C. 1600 S. Fourth Ave., Suite 137 Morton, Illinois 61550
If to the Seller:	Morton Community Unit School District No. 709 Attention: Superintendent 1050 S Fourth Ave #200 Morton, IL 61550
With copy to:	Jay E. Greening Jennifer Klein VandeWiele Miller, Hall & Triggs 416 Main Street, Suite 1125 Peoria, IL 61602-1161

Either party may change its address by giving notice to the other party as provided in the foregoing manner.

**15. MISCELLANEOUS.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

(a) **Survival.** The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

(b) **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(c) **Time.** Time is of the essence of this Agreement.

(d) **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

(e) **Amendment and Waiver.** This Agreement may be amended at any time in any respect only by an instrument in writing executed by both parties. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

(f) **Integrated Agreement.** This Agreement constitutes the entire agreement between the parties relating to the exchange of the properties, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

(g) **Choice of Law.** It is the intention of the parties that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of each party.

(h) **Performance.** Except for acceptance of this offer, whenever the day for performance falls upon a Saturday, Sunday, or state or federal holiday, the day for performance shall be extended to the next business day.

16. **APPROVAL.** This Agreement shall initially be executed by the Village and submitted in duplicate originals to the School. The School shall execute this Agreement and return one of the executed originals to the Village.

17. **DEFAULT.** If either party defaults under the terms of this Agreement, then the non-defaulting party shall be entitled to pursue any remedies available at law or in equity (including but not limited to seeking specific performance). Moreover, in the event of a breach, the non-defaulting party, shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

**[the remainder of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**Morton Community Unit School District #709**

By: \_\_\_\_\_  
Board President

ATTEST:

By: \_\_\_\_\_  
Board Secretary

**Village of Morton**

By: \_\_\_\_\_  
Village Board President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**Residential Properties**

**TRACT I:**

Lot 29 in MOSCHEL AND 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.

PIN: 06-06-16-308-008

Commonly known as: 209E. Harrison, Morton, Illinois

**TRACT II:**

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.

PIN: 06-06-16-308-009

Commonly known as: 213 Harrison, Morton, Illinois 61550

**TRACT III:**

Lot 31 in MOSCHEL & 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, in the State of Illinois.

PIN: 06-06-16-308-010

Commonly known as: 217 E. Harrison Street, Morton, IL 61550

**TRACT IV:**

Lot 32 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

PIN: 06-06-16-308-11

Commonly known as: 221 E. Harrison Street, Morton, IL 61550

**EXHIBIT B**

**Farm Ground**

A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

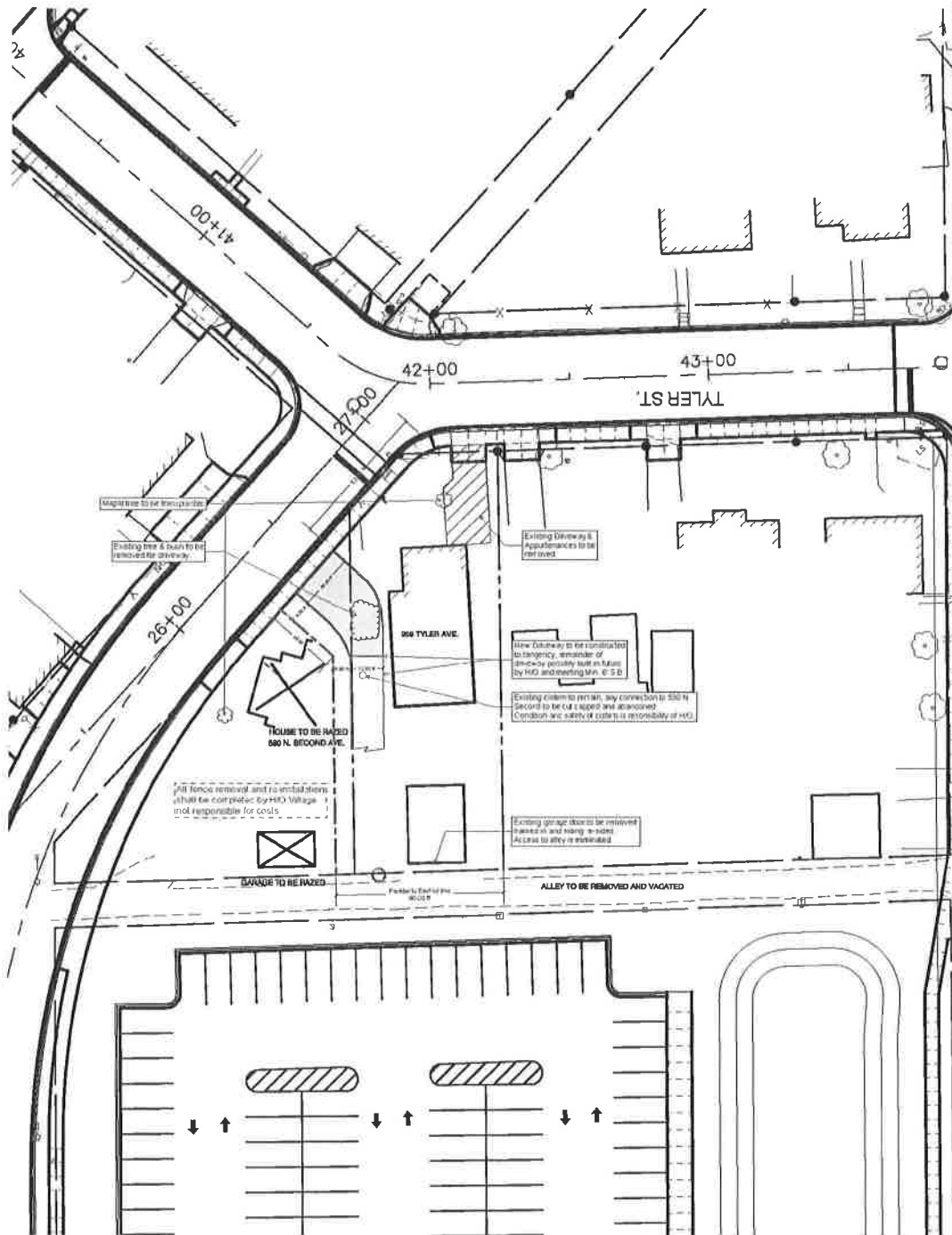
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE S 88 DEGREES 47 MINUTES 49 SECONDS WEST, (BEARINGS ARE FOR DESCRIPTION PURPOSE ONLY) A DISTANCE OF 60.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 824.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD; THENCE SOUTH 45 DEGREES 16 MINUTES 56 SECONDS WEST, ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1019.66 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING; THENCE (THE FOLLOWING 3 COURSES ARE ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE) SOUTH 44 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 600.13 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 800.00 FEET AND AN ARC LENGTH OF 662.28 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68 DEGREES 14 MINUTES 11 SECONDS WEST, A CHORD DISTANCE OF 643.53; THENCE NORTH 88 DEGREES 05 MINUTES 24 SECONDS WEST, A DISTANCE OF 106.57 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 24 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 211.25 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HARDING ROAD; THENCE (THE FOLLOWING 2 COURSES ARE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF HARDING ROAD) IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 832.48 FEET AND AN ARC LENGTH OF 300.69 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 42 DEGREES 01 MINUTES 54 SECONDS EAST AND A CHORD LENGTH OF 299.06 FEET; THENCE NORTH 31 DEGREES 41 MINUTES 02 SECONDS EAST, A DISTANCE OF 177.34 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 1008.87 FEET, CONTAINING 17.71 ACRES, MORE OR LESS.

PIN: 06-06-16-200-017

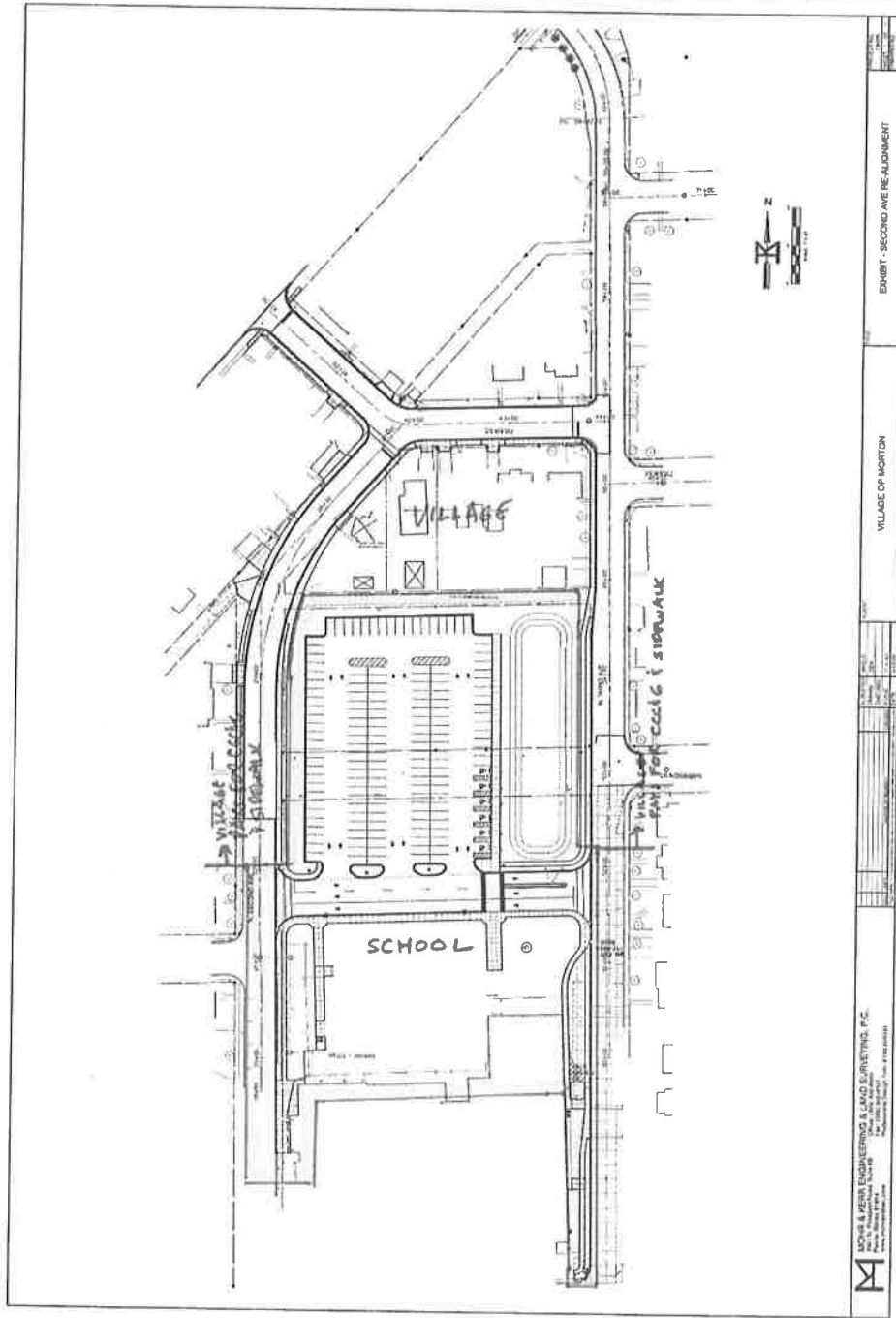
# EXHIBIT C

## Diagram of 530 N. Second Avenue and Alley to be vacated



**EXHIBIT D**

**Diagram of sidewalk, curb, and gutter work**





## EXHIBIT E

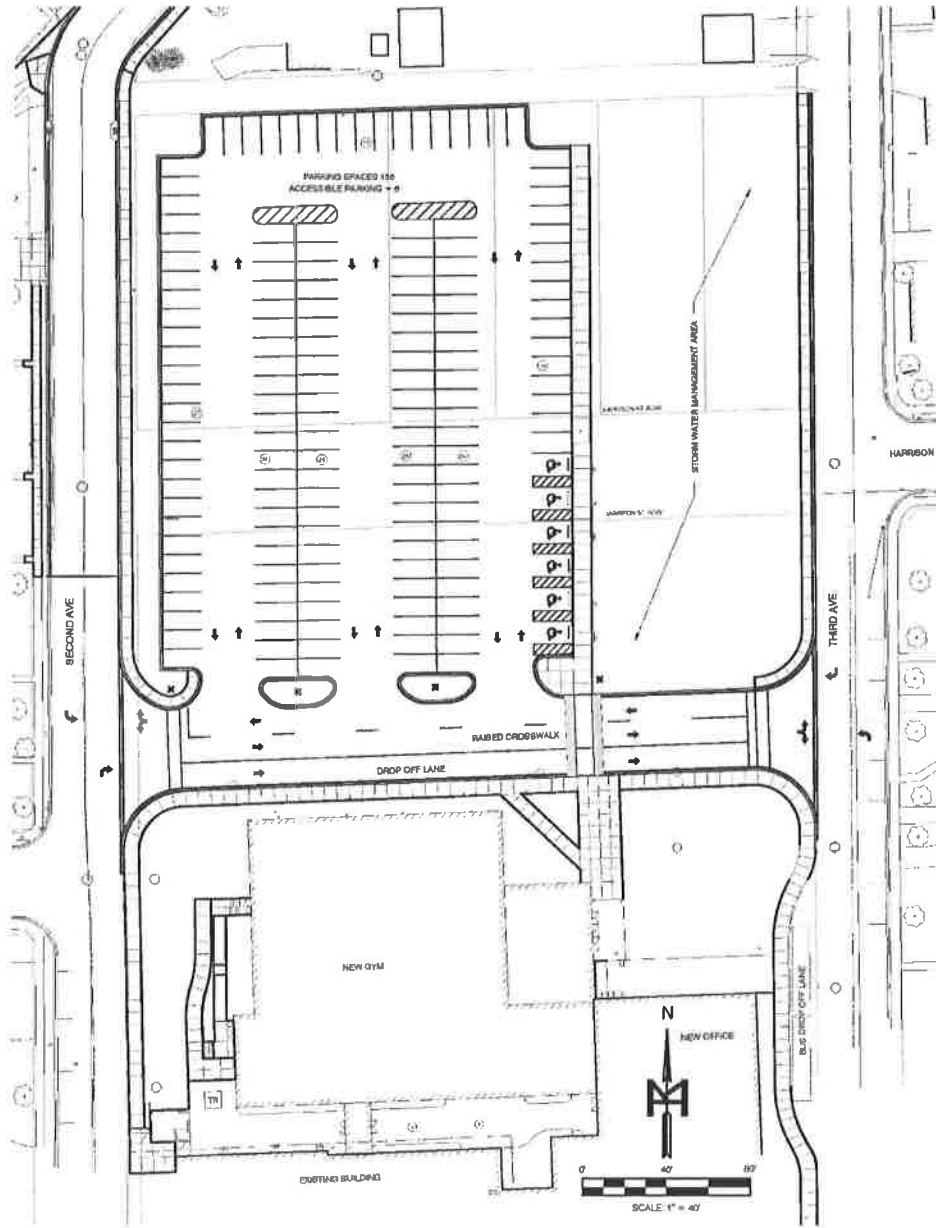
### Scope of Work for sidewalk, curb and gutter work

Second Ave., Third Ave., Tyler St., Harrison St., School Parking Lot Improvement Project Village of Morton Final Cost Estimate 6/25/20						
ITEM	VOM		MJHS		TOTAL	
	QUANTITY		QUANTITY		QUANTITY	
Tree Removal	185	S.Y	0	S.Y	185	S.Y
Earth Excavation	1,472	C.Y	806	C.Y	2,278	C.Y
Embankment	28	C.Y	3,108	C.Y	3,136	C.Y
Undercutting Subbase	331	C.Y	0	C.Y	331	C.Y
Aggregate Base Course, CA-6	679	Ton	0	Ton	679	Ton
Geotechnical Fabric for Base Repair	660	S.Y	0	S.Y	660	S.Y
Bituminous Patch, 4"	26	S.Y	0	S.Y	26	S.Y
Class B Patch, 10"	109	S.Y	0	S.Y	109	S.Y
Class D Patch	47	S.Y	38	S.Y	85	S.Y
Furnishing & Placing Topsoil, 4"	2,227	S.Y	0	S.Y	2,227	S.Y
Seeding, Cl. 1A	0.376	AC.	0	AC.	0.376	AC. \$
Mulch, Method 2	0.75	Ton	0	Ton	0.75	Ton
Sodding	407	S.Y	0	S.Y	407	S.Y
Supplemental Watering	6.1	Unit	0	Unit	6.1	Unit
MJHS Landscape, Complete	0	L. Sum	1	L. Sum	1	L. Sum \$
Storm Sewer Structure Protection	16	Ea.	6	Ea.	22	Ea.
Beaver Dams	13	Ea.	5	Ea.	18	Ea.
Geotechnical Fabric for Ground Stabilization	4,177	S.Y	0	S.Y	4,177	S.Y
Aggr. Base Course, Ty. B, 5"	0	S.Y	4,012	S.Y	4,012	S.Y
Aggr. Base Course, Ty. B, 6"	0	S.Y	3,239	S.Y	3,239	S.Y
Aggr. Base Course, Ty. B, 9"	4,177	S.Y	0	S.Y	4,177	S.Y
Aggr. Surf. Cse., Ty. B, CA-6, Crush. Limestone 6"	48	S.Y	0	S.Y	48	S.Y
Bituminous Materials (Prime Coat)	9,257	Lb.	0	Lb.	9,257	Lb.
Poly. Bituminous Materials (Prime Coat)	2,110	Lb.	0	Lb.	2,110	Lb.
Hot-Mix Asphalt Binder Course, IL-19.0, N50	351	Ton	0	Ton	351	Ton
Poly. Hot-Mix Asphalt Surf. Cse., Mix D, N50	389	Ton	0	Ton	389	Ton
HMA Surface Course Removal, 1-1/2"	405	S.Y	0	S.Y	405	S.Y
P.C.C. Pavement, 6"	0	S.Y	3,239	S.Y	3,239	S.Y
P.C.C. Pavement, 7"	0	S.Y	4,012	S.Y	4,012	S.Y
P.C.C. Driveway Pavement, 6"	468	S.Y	0	S.Y	468	S.Y
P.C.C. Driveway Pavement, 7"	104	S.Y	0	S.Y	104	S.Y
P.C.C. Sidewalk, 4"	8,579	S.F.	9,543	S.F.	18,122	S.F.
Combination Curb & Sidewalk	0	S.F.	3,112	S.F.	3,112	S.F.
Detectable Warning Strip	72	S.F.	118	S.F.	190	S.F.
Raised Concrete Cross Walk	0	S.Y	152	S.Y	152	S.Y
Concrete Median	0	Ft.	351	Ft.	351	Ft.
C. C. C. & Gutter, Ty. B-6.12	2,163	Ft.	1,749	Ft.	3,912	Ft.
Concrete Paved Ditch	0	Ft.	220	Ft.	220	Ft.
P.C.C. Service Ramp, 6"	0	S.F.	134	S.F.	134	S.F.
P. C. Concrete Stairs	0	S.F.	178	S.F.	178	S.F.
1-1/2" Pipe Handrail	0	Ft.	57	Ft.	57	Ft.
Sidewalk Removal	5,185	S.F.	2,441	S.F.	7,626	S.F.
Driveway Pavement Removal	312	S.Y	0	S.Y	312	S.Y

Comb. Curb & Gutter Removal	2,752	Ft.	970	Ft.	3,722	Ft.
Concrete Pavement Removal	121	S.Y	979	S.Y	1,100	S.Y
Fence Removal & Replacement	121	Ft.	0	Ft.	121	Ft.
Removing Inlets	9	Ea.	0	Ea.	9	Ea.
Removing Manholes	6	Ea.	3	Ea.	9	Ea.
Storm Sewer Removal	304	Ft.	195	Ft.	499	Ft.
Trench Backfill (Storm)	161	C.Y	149	C.Y	310	C.Y
Storm Sewer Class A, Type 2, RCP, 12"	345	Ft.	0	Ft.	345	Ft.
Storm Sewer Class A, Type 2, RCP, 15"	0	Ft.	142	Ft.	142	Ft.
Storm Sewer Class A, Type 2, RCP, 18"	0	Ft.	284	Ft.	284	Ft.
Storm Sewer, PVC, SDR 26, 12"	5	Ft.	0	Ft.	5	Ft.
Storm Sewer, Ductile Iron, Class 50, 12"	366	Ft.	0	Ft.	366	Ft.
P.R.C.F.E.S., 18"	0	Ea.	2	Ea.	2	Ea.
Grating for Concrete Flored End Section, 18"	0	Ea.	2	Ea.	2	Ea.
Inlet, Type G-1	7	Ea.	3	Ea.	10	Ea.
Inlet, Type G-1, w/ Type 3 Back	1	Ea.	0	Ea.	1	Ea.
Concrete Collar	6	Ea.	0	Ea.	6	Ea.
4' Dia. Manhole, Type 1 Fr., O.L.	4	Ea.	0	Ea.	4	Ea.
Type A, Manhole, 6' Dia., Special	0	Ea.	1	Ea.	1	Ea.
Inlet to be Adjusted w/ New Ty. G-1 Fr. & Gr.	1	Ea.	0	Ea.	1	Ea.
Inlet to be Adjusted w/ Existing Fr. & Gr.	1	Ea.	0	Ea.	1	Ea.
Manhole to be Reconstructed	0	Ea.	2	Ea.	2	Ea.
MH to be Adj. w/ New Flat Top & Ty. G-1 Fr. & Gr.	0	Ea.	2	Ea.	2	Ea.
MH to be Adj. w/ New Ty. 1 Fr., O.L.	3	Ea.	0	Ea.	3	Ea.
Sanitary Manhole to be Adj. w/ Exist. Ty. 1 Fr., O.L.	0	Ea.	2	Ea.	2	Ea.
MH to be Adj. w/ New Flat Top & Ty. 1 Fr., O.L.	2	Ea.	0	Ea.	2	Ea.
8" Downspout System, Complete	0	L. Sum	1	L. Sum	1	L. Sum
Trench Backfill (S.D.L.)	6	C.Y	0	C.Y	6	C.Y
Sump Drain Line, PVC, SDR 26, 4"	355	Ft.	0	Ft.	355	Ft.
Sump Drain Line Manholes, 2' Dia.	4	Ea.	0	Ea.	4	Ea.
Sump Drain Line Cleanout	6	Ea.	0	Ea.	6	Ea.
Grouting Exist. Sanitary Sewer	507	Ft.	0	Ft.	507	Ft.
Trench Backfill (Sanitary)	780	C.Y	0	C.Y	780	C.Y
San. MH, 4' Dia., Ty. 1 Fr., C.L.	3	Ea.	0	Ea.	3	Ea.
Sanitary Sewer, PVC, SDR 26, 6"	303	Ft.	0	Ft.	303	Ft.
Sanitary Sewer, PVC, SDR 26, 8"	592	Ft.	0	Ft.	592	Ft.
Sanitary Sewer Tees, 8" x 8" x 6"	12	Ea.	0	Ea.	12	Ea.
Sanitary Sewer Cleanouts	12	Ea.	0	Ea.	12	Ea.
Paint, Pavement Marking- Line 4"	0	Ft.	4,553	Ft.	4,553	Ft.
Paint, Pavement Marking- Line 6"	218	Ft.	416	Ft.	634	Ft.
Paint, Pavement Marking- Line 24"	80	Ft.	116	Ft.	196	Ft.
Painted Arrows	0	Ea.	9	Ea.	9	Ea.
Parking Blocks	0	Ea.	7	Ea.	7	Ea.
Accessible Symbols	0	Ea.	6	Ea.	6	Ea.
Accessible Sign & Support	0	Ea.	6	Ea.	6	Ea.
MJHS Lighting, Complete	0	L. Sum	1	L. Sum	1	L. Sum
Swing Gate	0	Ea.	1	Ea.	1	Ea.
Traffic Control & Protection	0.9	L. Sum	0.1	L. Sum	1	L. Sum
Flagpole	0	Ea.	1	Ea.	1	Ea.
						Totals

# EXHIBIT F

## Parking Lot Site Plan



**EXHIBIT G**

**Post-Closing Agreement**

## **POST-CLOSING INTERGOVERNMENTAL AGREEMENT REGARDING DEVELOPMENT OF SCHOOL PROPERTY**

**THIS POST-CLOSING INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of July 2020, by and between **MORTON COMMUNITY UNIT SCHOOL DISTRICT No. 709 (“School”)** and the **VILLAGE OF MORTON, an Illinois Municipal Corporation (“Village”)**.

### **Recitals**

**A.** The School owns and operates a junior high school building (“Morton Junior High”) within the corporate boundaries of the Village; and

**B.** Morton Junior High does not currently have a sufficient number of off-street parking spaces to accommodate all School staff and members of the community who visit the school; and

**C.** Staff and visitors at Morton Junior High have traditionally utilized on-street parking near the school for parking overflow purposes; and

**D.** Heavy use of on-street parking at Morton Junior High has raised concerns from the Parties, School employees, neighboring property owners as well as other individuals in the community; and

**E.** The School and Village (collectively the “Parties”) find that it is in the best interest of the Parties and the community to facilitate the construction of sufficient off-street parking located proximate to the Morton Junior High facility to accommodate staff and visitors and alleviate the concerns that have been raised related to on-street parking; and

**F.** The School and the Village on even date herewith completed the Closing regarding the exchange of certain properties as outlined by a Real Estate Exchange Agreement dated July \_\_\_\_\_, 2020. (hereinafter Real Estate Exchange Agreement); and

**G.** Pursuant to the terms of the Real Estate Exchange Agreement, certain post-closing items are to be completed by the parties, including the vacation of certain right-of-ways, the construction of the parking lot, and certain curb/gutter/sidewalk improvements (collectively referred to herein as the “Improvements”); and

**H.** The Improvements to be completed are outlined and described in the attached Plans and Specifications, attached hereto as Exhibit A; and

**I.** The parties have agreed to share the cost of the Improvements outlined and described in Exhibit A, pursuant to the division of costs, outlined in the attached Division of Costs, attached hereto as Exhibit B; and

**J.** The School and Village desire to work together and coordinate the post-closing items outlined in the Real Estate Exchange Agreement; and

K. The resources of the Village and the School will be better utilized if the Improvements are completed as one project, rather than separately; and

L. The Village is willing to acquire bids and complete and oversee the work depicted and described in Exhibits A and B in conjunction with the construction of the parking lot on School grounds for the benefit of the School;

M. The School is a validly organized Illinois public school district operating under the Illinois School Code; and

N. The Village is a validly organized Illinois municipal corporation operating under the Illinois Municipal Code; and

O. Pursuant to the terms and requirements of the Intergovernmental Cooperation Act, 5 ILCS 220/5 et seq., and Article 7, Section 10 of the Illinois Constitution, the Village and the School desire to work together to complete the post-closing items described herein and document their agreement herein; and

P. Based upon the foregoing, the Parties agree that the Village will: (1) oversee the construction of the Improvements described herein and pursuant to the Plans and Specifications and insure completion therefore through the hiring of appropriate contractors pursuant to bids approved by both the Village and the School; (2) provide periodic updates to the School as to the progress of the Improvements; and (3) provide lien waivers and invoices to the School as work is completed. The School will (1) allow access to school property in order for the Village to complete the Improvements according to the Plans and Specifications; and (2) pay its share of the cost of the Improvements as outlined herein.

**NOW, THEREFORE,** in consideration of the recitals set forth above and the following covenants and conditions, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are found to be true and correct and are incorporated herein.

2. **VACATION OF RIGHT-OF-WAY / ZONING AND PERMITS.** The Village shall take immediate action to vacate the right-of-way of the 200 block of E. Harrison Street and to vacate the alley located between the Residential Properties and the Additional Property, as those terms are defined in the Real Estate Exchange Agreement, in favor of the School. Upon vacation of the alley and right-of-way the Village shall deliver written notice including a certified copy of the recorded ordinance vacating the right-of-way and the alley with title to same vesting in the School. The Village shall further confirm that the zoning and permitting of the Residential Properties and the Additional Property are proper for ownership by a school and construction of a parking lot and if zoning or permitting are not proper or have not been issued, the Village shall proceed to do so. It is expressly understood by the School that the vacated alley will contain utility easements.

3. **CONSTRUCTION OF OFF-STREET PARKING LOT.** Following the vacation of the Right-of-Way and the alley, subject to the public bidding process approved by both parties,

the Village shall construct an Off-Street Parking Lot substantially in the form of the Plans attached to this Agreement as Exhibit A and subject to the approved bid as described in the Real Estate Exchange Agreement. Any deviation of plans for the Parking Lot shall require consent of the School. Such Parking Lot shall be constructed by the Village, for the benefit of the School District, in connection with the additional curb, gutter and sidewalk improvements, but the School shall reimburse the Village for the cost of the Parking Lot as outlined in Exhibit B, with the School paying for quantities set forth in Exhibit B multiplied by the accepted unit price bid for each line item. The Village will invoice the School for its share of the payments. While the Village will contract for the completion of the Improvements, the Village and School shall work cooperatively on all matters of construction scheduling to minimize disruption in School District operations. Should disagreements arise between the School and/or the Village and the Contractors, the parties will cooperate and seek to find resolution to the issue that benefits all parties. The construction of the Parking Lot shall be completed in accordance with the approved bid and the plans.

**4. ON STREET PARKING PROHIBITED:** On school days, once construction is complete, School shall take all steps necessary to require and direct its staff and teachers from parking on North Second Avenue and North Third Avenue between East Jefferson Street and East Tyler Street and shall require its teachers and staff to park in the newly constructed parking lot.

**5. CONSTRUCTION OF CURBS, GUTTERS, AND SIDEWALKS.** Subject to the public bidding process approved by both parties, the Village shall complete the curb, gutter and sidewalk improvements described in Exhibits A and B. The Village shall proceed to complete the construction of the curbs, gutters, and sidewalks in conformance with and in substantially the form of the plans attached as Exhibits A and B and in compliance with the approved bid as described in the Real Estate Exchange Agreement. The School shall reimburse the Village for the cost of the curbs, gutters and sidewalks as outlined in Exhibit B, with the School paying for quantities set forth in Exhibit B multiplied by the accepted unit price bid for each line item. Material deviation of the plans shall require consent of the Parties.

**6. TIMELINE OF CONSTRUCTION.** The completion of the Improvements will be in phases as outlined in attached Exhibit C. The Village will make every effort to complete the Improvements by June 30, 2021, and shall notify the School of any significant delays. The Village shall work with the School to coordinate access to the School property in order to provide minimal disruption to the school day and to coordinate the presence of construction work while children are present.

**7. CONTRIBUTION TOWARD CONSTRUCTION COSTS.** The School shall pay for its portion of the cost of the construction of the Improvements, as detailed in Exhibit B, within thirty (30) days upon receipt of an invoice and appropriate lien waivers for the completed work.

**8. LIEN WAIVERS AND UPDATED TITLE INSURANCE.** The Village shall not allow liens of any kind or nature to attach to the School Property. In the event any such lien is filed, the Village will remove or agree to bond over the same within thirty (30) days of its filing. Upon request, the Village shall provide appropriate documentation to the Title Insurer, as that term is defined in the Real Estate Exchange Agreement, in order for the Title Insurer to issue an updated Title Policy through the date of completion of all construction, showing no mechanics liens or other encumbrances resulting from the completion of the Improvements.

9. **CHANGES TO PLANS.** No material change to the Plans shall be permitted without approval by the School. No change of any kind to the Plans for the Parking Lot Improvements will be permitted without the written approval by the School, which approval shall not be unreasonably withheld.

10. **NOTICES.** Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by national overnight courier with written verification of delivery to the address specified below, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the Village:	Village of Morton Attention: Village Board President 120 N. Main Street Morton, Illinois 61550
With a copy to:	Pat McGrath McGrath Law Office, P.C. 1600 S. Fourth Ave., Suite 137 Morton, Illinois 61550
If to the Seller:	Morton Community Unit School District No. 709 Attention: Superintendent 1050 S Fourth Ave #200 Morton, IL 61550
With copy to:	Jay E. Greening Jennifer Klein VandeWiele Miller, Hall & Triggs 416 Main Street, Suite 1125 Peoria, IL 61602-1161

Either party may change its address by giving notice to the other party as provided in the foregoing manner.

#### 11. **INDEMNIFICATION OF THE PARTIES.**

A. **Indemnification of the Village.** The School shall protect, indemnify, save and keep harmless the Village and its contractors, employees and officers against and from all damages, suits, liability claims, loss, cost or expense (including court costs and attorneys' fees) arising out of or from any of the following:

- (1) Any accident or other occurrence arising in connection with the operation, maintenance or use of the Property by School;
- (2) Any act or omission of the School or its employees, volunteers, agents, invitees, suppliers or officers during use of the Property by the School;



(3) Any violation by the School or any of its employees, volunteers, agents, invitees, suppliers or officers of any law or ordinance in, on, at or in any way related to the Property;

(4) Any damages, liens or expenses arising as a result of a default by the School with respect to any of the terms of this Agreement.

B. **Indemnification of School.** The Village shall protect, indemnify, save and keep harmless the School and its contractors, employees and officers against and from all damages, suits, liability claims, loss, cost or expense (including court costs and attorneys' fees) arising out of or from any of the following:

(1) Any accident or other occurrence arising in connection with the operation, maintenance or use of the Property by the Village;

(2) Any act or omission of the Village or its employees, volunteers, agents, invitees, suppliers or officers;

(3) Any violation by the Village or any of its employees, volunteers, agents, invitees, suppliers or officers of any law or ordinance in, on, at or in any way related to the Property;

(4) Any damages, liens or expenses arising as a result of a default by the Village with respect to any of the terms of this Agreement.

## 12. MISCELLANEOUS.

(a) **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(b) **Time.** Time is of the essence of this Agreement.

(c) **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

(d) **Amendment and Waiver.** This Agreement may be amended at any time in any respect only by an instrument in writing executed by both parties. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

(e) **Integrated Agreement.** This Agreement constitutes the entire agreement between the parties relating to the exchange of the properties, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

(f) **Choice of Law.** It is the intention of the parties that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of each party.

(g) **Performance.** Except for acceptance of this offer, whenever the day for performance falls upon a Saturday, Sunday, or state or federal holiday, the day for performance shall be extended to the next business day.

(h) **Breach and Opportunity To Cure.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed within thirty (30) days after receipt of such notice or in the case of a failure which by its nature takes an excess of thirty (30) days to cure such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

(i) **Delay Does Not Constitute Waiver.** No failure or delay on the part of the Village or the School in exercising any right, power or remedy hereunder shall operate as a waiver thereof and both the Village and the School may exercise rights granted under the terms of this Agreement regardless of any prior forbearance.

13. **APPROVAL.** This Agreement shall initially be executed by the Village and submitted in duplicate originals to the School. The School shall execute this Agreement and return one of the executed originals to the Village. The Village and the School concur with the terms and conditions of this Agreement and agree to act jointly in accordance with the terms and conditions of this Agreement.

14. **DEFAULT.** If either party defaults under the terms of this Agreement, then the non-defaulting party shall be entitled to pursue any remedies available at law or in equity (including but not limited to seeking specific performance). Moreover, in the event of a breach, the non-defaulting party, shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

**[the remainder of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**Morton Community Unit School District #709**

By: \_\_\_\_\_  
Board President

ATTEST:

By: \_\_\_\_\_  
Board Secretary

**Village of Morton**

By: \_\_\_\_\_  
Village Board President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

# EXHIBIT A

(Plans and Specifications)

[FULL PLANS AND SPECIFICATIONS DATES 6-25-20 NOT ATTACHED]

## CONSTRUCTION PLANS

FOR

### SECOND AVE., THIRD AVE., TYLER ST., HARRISON ST. AND SCHOOL PARKING LOT IMPROVEMENTS PROJECT

BY THE

### VILLAGE OF MORTON, ILLINOIS

INDEX OF SHEETS	ENGINEER	LIST OF CONSTRUCTION STANDARDS
1 COVER SHEET	M <b>MORIN &amp; KEHR ENGINEERING &amp; LAND SURVEYING, P.C.</b> 200 N. FRENCH ST., SUITE 200, MORTON, ILL. 60131 PH: 630.835.3111 FAX: 630.835.3111	8000-01 ILLINOIS REPAIRING STANDARDS 8000-02 APPROPRIATE LOCAL ORDINANCES, RULES 8000-04 ILLINOIS REPAIRING STANDARDS 8000-05 CONSTRUCTION STANDARDS 8000-10 ILLINOIS REPAIRING STANDARDS 8000-15 ILLINOIS REPAIRING STANDARDS 8000-20 ILLINOIS REPAIRING STANDARDS 8000-25 ILLINOIS REPAIRING STANDARDS 8000-30 ILLINOIS REPAIRING STANDARDS 8000-35 ILLINOIS REPAIRING STANDARDS 8000-40 ILLINOIS REPAIRING STANDARDS 8000-45 ILLINOIS REPAIRING STANDARDS 8000-50 ILLINOIS REPAIRING STANDARDS 8000-55 ILLINOIS REPAIRING STANDARDS 8000-60 ILLINOIS REPAIRING STANDARDS 8000-65 ILLINOIS REPAIRING STANDARDS 8000-70 ILLINOIS REPAIRING STANDARDS 8000-75 ILLINOIS REPAIRING STANDARDS 8000-80 ILLINOIS REPAIRING STANDARDS 8000-85 ILLINOIS REPAIRING STANDARDS 8000-90 ILLINOIS REPAIRING STANDARDS 8000-95 ILLINOIS REPAIRING STANDARDS 8000-100 ILLINOIS REPAIRING STANDARDS
2 TYPICAL SECTION	<b>VILLAGE OFFICIALS</b> JEFF KAUFMAN, PRESIDENT SAM RETHALER, VILLAGE CLERK	<b>BOARD OF TRUSTEES</b> DAVID BLANKINSHIP CLAYTON LEMMON BOB HENNING DAVE HARTGREN
3 MATERIALS AND METHODS	<b>LOCATION MAP</b> VILLAGE OF MORTON MORTON, ILLINOIS	<b>W. FRANKLIN STUBBS, P.E.</b> ENGINEER REGISTERED IN ILLINOIS NO. 123456
4 MATERIALS AND METHODS	<b>JULIE LOCATION</b> CALL 630.835.3111 OR 1-800-392-2729 48 HOURS BEFORE VISITING EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS	
5 MATERIALS AND METHODS		
6 MATERIALS AND METHODS		
7 MATERIALS AND METHODS		
8 MATERIALS AND METHODS		
9 MATERIALS AND METHODS		
10 MATERIALS AND METHODS		
11 MATERIALS AND METHODS		
12 MATERIALS AND METHODS		
13 MATERIALS AND METHODS		
14 MATERIALS AND METHODS		
15 MATERIALS AND METHODS		
16 MATERIALS AND METHODS		
17 MATERIALS AND METHODS		
18 MATERIALS AND METHODS		
19 MATERIALS AND METHODS		
20 MATERIALS AND METHODS		
21 MATERIALS AND METHODS		
22 MATERIALS AND METHODS		
23 MATERIALS AND METHODS		
24 MATERIALS AND METHODS		
25 MATERIALS AND METHODS		
26 MATERIALS AND METHODS		
27 MATERIALS AND METHODS		
28 MATERIALS AND METHODS		
29 MATERIALS AND METHODS		
30 MATERIALS AND METHODS		
31 MATERIALS AND METHODS		
32 MATERIALS AND METHODS		
33 MATERIALS AND METHODS		
34 MATERIALS AND METHODS		
35 MATERIALS AND METHODS		
36 MATERIALS AND METHODS		
37 MATERIALS AND METHODS		
38 MATERIALS AND METHODS		
39 MATERIALS AND METHODS		
40 MATERIALS AND METHODS		
41 MATERIALS AND METHODS		
42 MATERIALS AND METHODS		
43 MATERIALS AND METHODS		
44 MATERIALS AND METHODS		
45 MATERIALS AND METHODS		
46 MATERIALS AND METHODS		
47 MATERIALS AND METHODS		
48 MATERIALS AND METHODS		
49 MATERIALS AND METHODS		
50 MATERIALS AND METHODS		
51 MATERIALS AND METHODS		
52 MATERIALS AND METHODS		
53 MATERIALS AND METHODS		
54 MATERIALS AND METHODS		
55 MATERIALS AND METHODS		
56 MATERIALS AND METHODS		
57 MATERIALS AND METHODS		
58 MATERIALS AND METHODS		
59 MATERIALS AND METHODS		
60 MATERIALS AND METHODS		
61 MATERIALS AND METHODS		
62 MATERIALS AND METHODS		
63 MATERIALS AND METHODS		
64 MATERIALS AND METHODS		
65 MATERIALS AND METHODS		
66 MATERIALS AND METHODS		
67 MATERIALS AND METHODS		
68 MATERIALS AND METHODS		
69 MATERIALS AND METHODS		
70 MATERIALS AND METHODS		
71 MATERIALS AND METHODS		
72 MATERIALS AND METHODS		
73 MATERIALS AND METHODS		
74 MATERIALS AND METHODS		
75 MATERIALS AND METHODS		
76 MATERIALS AND METHODS		
77 MATERIALS AND METHODS		
78 MATERIALS AND METHODS		
79 MATERIALS AND METHODS		
80 MATERIALS AND METHODS		
81 MATERIALS AND METHODS		
82 MATERIALS AND METHODS		
83 MATERIALS AND METHODS		
84 MATERIALS AND METHODS		
85 MATERIALS AND METHODS		
86 MATERIALS AND METHODS		
87 MATERIALS AND METHODS		
88 MATERIALS AND METHODS		
89 MATERIALS AND METHODS		
90 MATERIALS AND METHODS		
91 MATERIALS AND METHODS		
92 MATERIALS AND METHODS		
93 MATERIALS AND METHODS		
94 MATERIALS AND METHODS		
95 MATERIALS AND METHODS		
96 MATERIALS AND METHODS		
97 MATERIALS AND METHODS		
98 MATERIALS AND METHODS		
99 MATERIALS AND METHODS		
100 MATERIALS AND METHODS		

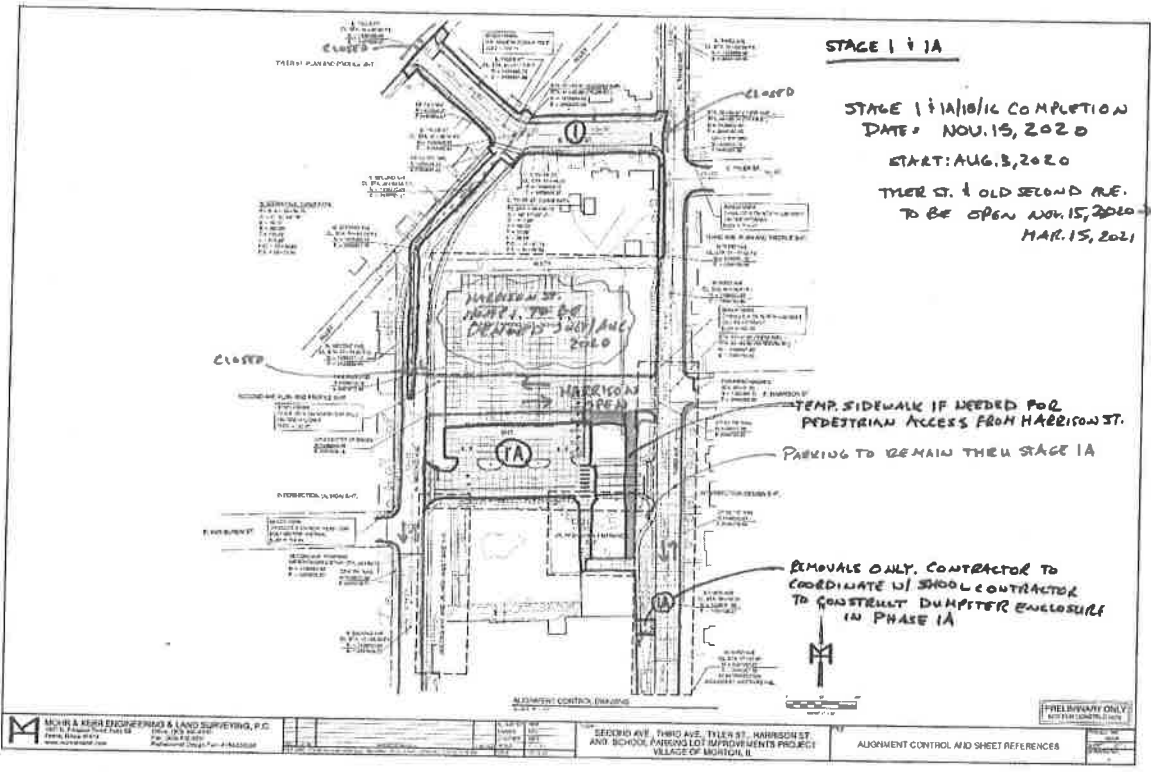
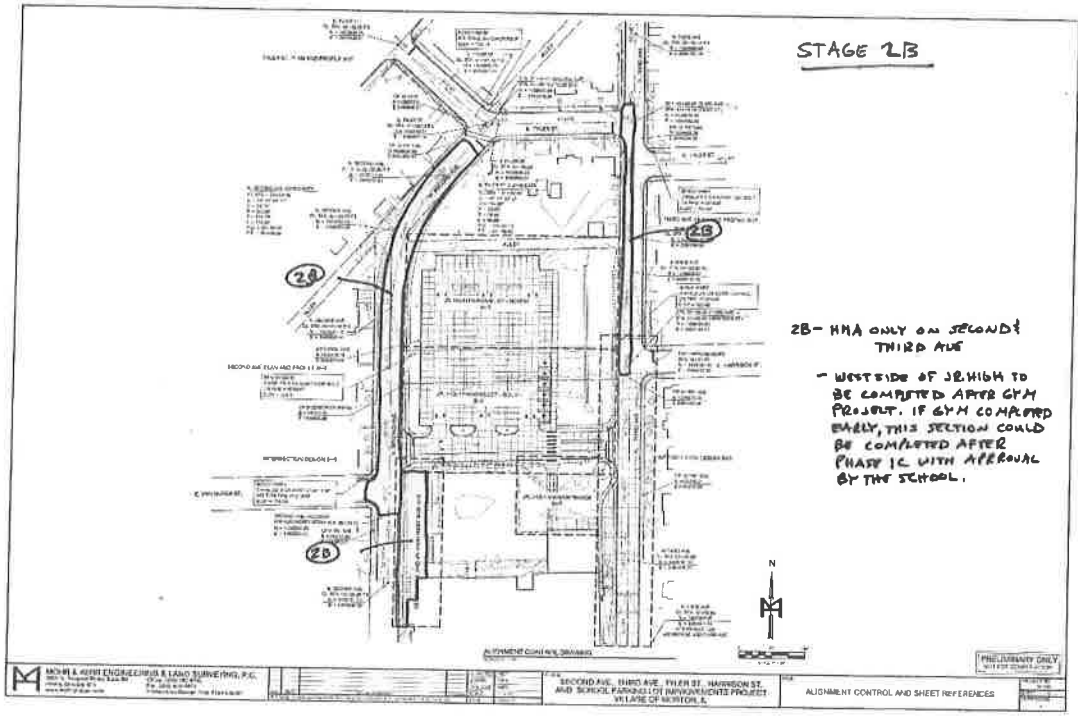
**EXHIBIT B**

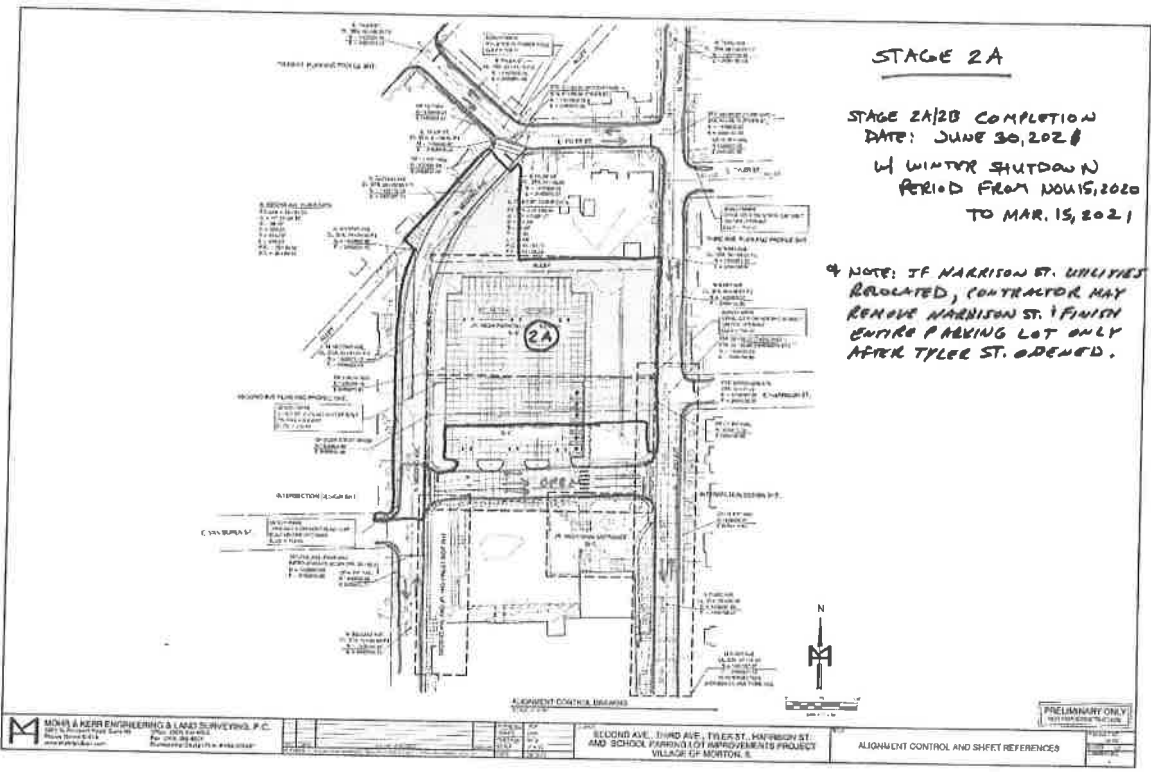
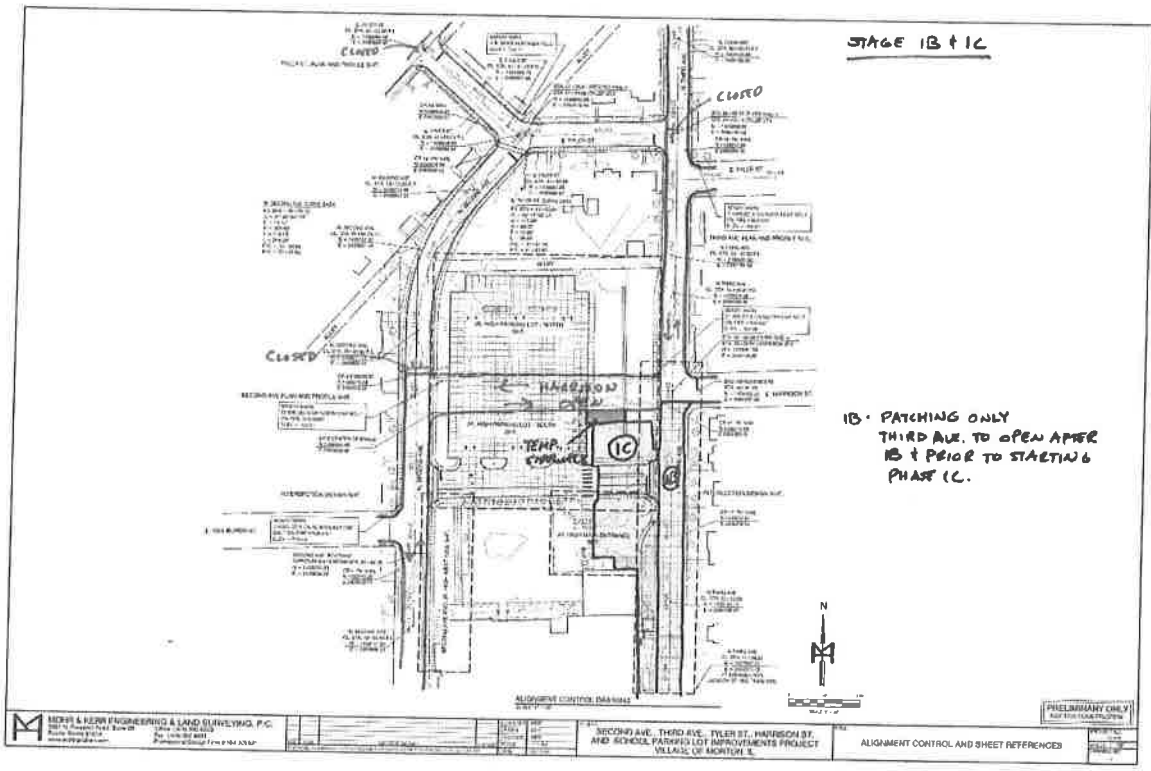
**(Division of Costs)**

**[TO BE INSERTED AFTER BIDS RECEIVED AND APPROVED]**

# EXHIBIT C

## (Construction Phases)





**ORDINANCE NO. 21-07**

**AN ORDINANCE AUTHORIZING THE EXCHANGE OF 208 E. TYLER ST. FOR 530 N. SECOND AVE., MORTON IL**

**WHEREAS**, the Board of Trustees has received and considered a proposal to exchange real estate; and

**WHEREAS**, 65 ILCS 5/11-76.2-2 requires a  $\frac{3}{4}$  vote to authorize the proposed exchange only after a public hearing on the proposal; and

**WHEREAS**, an ordinance authorizing a public hearing on a proposal to exchange real estate was approved by this Board of Trustees on June 15, 2020 pursuant to 65 ILCS 5/11-76-2.1; and

**WHEREAS**, a notice of public hearing was duly published in the Journal Star, a newspaper of general circulation in the Village of Morton, with said notice being not less than 15 days nor greater than 30 days of the date of the public hearing pursuant to 65 ILCS 5/11-76-2.3.

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

**SECTION 1:** The proposed exchange of real estate on the terms and conditions as set forth in the Agreements attached hereto as Exhibit A and Exhibit B are hereby approved.

**SECTION 2:** The Village President and the Village Clerk are hereby authorized and directed to execute the Agreements attached hereto as Exhibit A and Exhibit B and such other instruments as may be necessary to effectuate the exchange of real estate approved by this Ordinance.

**SECTION 3:** This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.



**SECTION 4:** 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**



**CONTRACT FOR THE SALE OF REAL ESTATE**

<b>Seller:</b> Sean J. Mikel 530 N. Second Morton, Illinois 61550	<b>Buyer:</b> Village of Morton 120 N. Main Street Morton, Illinois 61550
<b>Phone:</b> 309-266-2454	<b>Phone:</b> 309-266-5361
<b>Email:</b> pcdm@pcdm.net	<b>Email:</b>
<b>Seller's Attorney:</b> NONE	<b>Buyer's Attorney:</b> McGrath Law Office, P.C. 1600 S. Fourth Street, Suite 137 Morton, Illinois 61550
<b>Phone:</b>	<b>Phone:</b> 309-266-6211
<b>Fax:</b>	<b>Fax:</b> 309-266-6988
<b>Email:</b>	<b>Email:</b> pmcgrath@mcgrathpc.com

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 Sean J. Mikel, hereinafter referred to as **SELLER**, and the Village of Morton, an Illinois municipal corporation, hereinafter referred to as **BUYER**, who agree as follows:

1. **DEFINITIONS:** For the purposes of this Contract, capitalized terms shall have the meaning set forth in this Section, unless the context clearly requires otherwise
  - a. **"Subject Property"** means the real estate commonly known as 530 N. Second Avenue, Morton, Illinois 61550 assigned P.I.N. 06-06-16-308-001 and legally described as follows:  
  
Lot 27 in MOSCHEL AND ACKERMAN'S ADDITION to Village of Morton, as shown by plat recorded in Plat Book "D", page 84.  
  
The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.
  - b. **"Closing Date"** means July 31, 2020.
2. **PRICE AND PAYMENT:** That SELLER agrees to sell the **Subject Property** to BUYER, who agrees to pay **\$120,000.00** therefor as required by the agent on or before the **Closing Date** and on receipt of deed.
3. **FINANCING:** This Contract is not subject to BUYER obtaining financing.
4. **EVIDENCE OF TITLE:** That not less than fourteen (14) days before the **Closing Date**, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to

do business in Illinois, showing title to said **Subject Property** 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 **Subject Property**, will be paid for by the BUYER and issued to BUYER after delivery of deed. SELLER shall furnish a copy of all exceptions requested by BUYER and if SELLER'S title insurance company charges a fee for copies of this information BUYER shall pay any such charges.

5. **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 (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to BUYER upon payment being made as herein provided, on or before the **Closing Date**. 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.
6. **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.
7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of SELLER'S share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. All transfer taxes shall be paid by SELLER.
8. **ENCUMBRANCES:** 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. 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. SELLER shall present proof to BUYER prior to the **Closing Date** that SELLER has secured a commitment from BUYER'S lender to release the mortgage. Any costs associated by SELLER to obtain the release of the recorded mortgage for the **Subject Property** shall be paid at the **Closing Date** by SELLER.
9. **LEAD-BASED PAINT:** 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.). 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.

10. **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 ***Subject Property*** which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
- b. SELLER has indefeasible title to all of the ***Included Personal Property***, and all of said property, together with all appliances and mechanical systems built into the ***Subject Property***, are free from security interests or liens other than the lien of any real estate mortgage;

11. **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. Time is of the essence of this Contract.
- e. 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.
- f. 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.
- g. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any, and appraisals.
- h. 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.
- i. SELLER agrees to leave the ***Subject Property*** in broom-clean condition. All refuse and personal property not being conveyed to BUYER shall be removed from the ***Subject Property*** at SELLER'S expense by on or before the date of closing.

12. **NOTICES**: 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.

13. **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.
14. **SETTLEMENT**: Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
15. **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.
16. **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.
17. **DEFAULT**: In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
18. **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.
19. **PURCHASE SUBJECT TO CONDITION PRECEDENT**: The obligations of BUYER to purchase the ***Subject Property*** are subject to BUYER successfully completing the purchase of certain real estate commonly known as 208 E. Tyler Street, Morton, Illinois. In the event BUYER has not completed the purchase of 208 E. Tyler Street by the ***Closing Date*** then this

Agreement shall be null and void and BUYER shall be entitled to the immediate return of any earnest money paid to SELLER.

20. **OBLIGATIONS OF BUYER:** BUYER shall complete the following:

- a. Prior to the ***Closing Date***, BUYER shall transplant one existing maple tree located on the ***Subject Property*** to the property located at 208 E. Tyler Street, Morton, Illinois. The maple tree shall be transplanted at a location on the 208 E. Tyler property as selected by SELLER.
- b. BUYER shall allow SELLER, if SELLER elects, to remain in possession of the ***Subject Property*** until September 15, 2020. BUYER shall prepare a lease agreement at BUYER's expense which BUYER and SELLER shall execute setting forth the terms and conditions of SELLER's right to possession post-closing. During such post-closing period, SELLER shall be responsible for all utility payments for the Subject Property and SELLER shall be entitled to remain in the Subject Premises without paying any rent.
- c. BUYER shall allow SELLER to remove from the ***Subject Property*** any fixtures or appurtenances SELLER so desires, so long as the same are removed prior to such time as possession is delivered to BUYER.
- d. BUYER shall make a good faith effort to cause Ameren to adjust the existing streetlight at the corner of N. Second Avenue and E. Harrison Street to reduce light spill onto 509 N. Second Avenue.
- e. BUYER shall allow SELLER, at his discretion and at his sole expense, to remove, relocate and reinstall fencing currently located between the ***Subject Property*** and 208 E. Tyler Street, Morton, Illinois.

21. **OBLIGATIONS OF SELLER:** SELLER shall remove at SELLER'S sole expense, that portion of the existing fence between the ***Subject Property*** and 208 E. Tyler Street which must be removed to accommodate the installation of a new driveway to 208 E. Tyler Street. Said fencing shall be removed by SELLER prior to the date that BUYER intends to install a new driveway at 208 E. Tyler Street. In the event SELLER fails to remove said fencing prior to the date and time BUYER intends to install the new driveway to 208 E. Tyler Street, then BUYER may remove the portion of said fence necessary to allow the installation of a new driveway.

22. **ENTIRE AGREEMENT:** BUYER and SELLER are concurrently entering into two contracts, one for the sale of 208 E. Tyler and one for the sale of 530 N. Second. These two contracts together represent the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of these Contracts merge with and are superseded by these Contracts. 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 these Contracts, except as expressly set forth in writing in these contracts. Any modifications of the

terms of these Contracts must be in writing and signed by both parties, in the absence of which the terms of these Contracts shall govern. Default in the performance of a party's obligations under this agreement shall excuse performance by the non-defaulting party under the terms of this agreement and under the terms of the second contract entered into concurrently between the parties hereto.

**[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: \_\_\_\_\_, 2020.

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

BUYER:

Village of Morton

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

[The remainder of this page is intentionally left blank]



**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 SELLER: \_\_\_\_\_, 2020.

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

SELLER:

---

Sean J. Mikel

[The remainder of this page is intentionally left blank]

**PAYOFF AUTHORIZATION**

The undersigned, as SELLER of the property listed below, hereby authorizes the release of payoff information on any mortgage or home equity loan to McGrath Law Office, P.C., upon request by a representative of said law firm.

Loan is held in the name of: Sean J. Mikel S.S.N: \_\_\_\_\_

Property Address is: 530 N. Second Avenue, Morton, Illinois 61550 \_\_\_\_\_

LENDER: ACCOUNT/LOAN NUMBER: PHONE NUMBER:

CEFCU 0010022028

**PLEASE CLOSE THE ACCOUNT AND ISSUE A RELEASE OF MORTGAGE UPON RECEIPT OF THE PAYOFF FUNDS.**

Thank you.

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

Please Release all pertinent information to:  
McGrath Law Office, P.C.  
Real Estate  
113 South Main Street, P.O. Box 139  
Mackinaw, Illinois 61755  
Phone: (309) 359-3461  
Fax: (309) 359-8918  
E-mail: realestate@mcgrathpc.com

SIGNED BY SELLER:

\_\_\_\_\_  
Sean J. Mikel



**CONTRACT FOR THE SALE OF REAL ESTATE**

<b>Seller:</b> Village of Morton 120 N. Main Street Morton, Illinois 61550	<b>Buyer:</b> Sean J. Mikel 530 N. Second Street Morton, Illinois 61550
<b>Phone:</b> 309-266-5361	<b>Phone:</b> 309-263-2454 or 309-620-6969
<b>Email:</b> pmcgrath@mcgrathpc.com	<b>Email:</b> pcdr@pcdr.net
<b>Seller's Attorney:</b> McGrath Law Office, P.C. 1600 S. Fourth Street, Suite 137 Morton, Illinois 61550	<b>Buyer's Attorney:</b> NONE
<b>Phone:</b> 308-266-6211	<b>Phone:</b>
<b>Fax:</b> 309-266-6988	<b>Fax:</b>
<b>Email:</b> pmcgrath@mcgrathpc.com	<b>Email:</b>

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 the Village of Morton, hereinafter referred to as **SELLER**, and Sean J. Mikel hereinafter referred to as **BUYER**, who agree as follows:

1. **DEFINITIONS:** For the purposes of this Contract, capitalized terms shall have the meaning set forth in this Section, unless the context clearly requires otherwise
  - a. **"Subject Property"** means the real estate commonly known as 208 E. Tyler Street, Morton, Illinois 61550 assigned P.I.N. 06-06-16-308-001 and legally described as follows:  

Lot 36 in MOSHAL & ACKERMAN'S ADDITION to Village of Morton

The exact legal description shall be furnished after title commitment is received and will be based upon the title commitment.
  - b. **"Closing Date"** means July 31, 2020.
  - c. **"Included Personal Property"** means NONE.
  - d. **"Financing Deadline"** means July 17, 2020.
2. **PRICE AND PAYMENT:** That SELLER agrees to sell the **Subject Property** to BUYER, who agrees to pay \$120,000.00 therefor as required by the agent on or before the **Closing Date** and on receipt of deed.
3. **FINANCING:** This Contract is subject to BUYER obtaining CONVENTIONAL financing in an amount equal to 80% of the purchase price amortized over 30 years at an initial interest rate not to exceed 5% and with BUYER'S points not in excess of 0. BUYER agrees to make a

good faith effort to apply for said financing within seven (7) days of the execution of this Contract. In the event BUYER is unable to obtain this financing and BUYER so notifies SELLER in writing on or before the **Financing Deadline**, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to BUYER. If SELLER is not so notified, it shall be conclusively presumed that BUYER has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.

4. **EVIDENCE OF TITLE:** That not less than fourteen (14) days before the **Closing Date**, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said **Subject Property** 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 **Subject Property**, will be paid for by the SELLER and issued to BUYER after delivery of deed.
5. **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 Special Corporation Warranty Deed, and shall deliver possession to BUYER upon payment being made as herein provided, on or before the **Closing Date**. 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.
6. **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.
7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of SELLER'S share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. All transfer taxes shall be paid by SELLER.
8. **ENCUMBRANCES:** 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. 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.
9. ~~**PERSONAL PROPERTY:** The purchase price expressed above includes the **Included Personal Property**, if any, which shall pass to BUYER at closing for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind. If BUYER so elects, SELLER shall execute and deliver to BUYER at closing a bill of sale for the **Included Personal Property**. BUYER shall be responsible for preparing the bill of sale.~~

10. **APPRAISAL:** This Contract is subject to BUYER obtaining, at BUYER'S expense, an appraisal of the ***Subject Property*** reflecting a value of not less than the Contract purchase price set forth in Paragraph 2 of this Contract. BUYER agrees to make a good faith effort to obtain such an appraisal. If the ***Subject Property*** does not appraise for at least the Contract purchase price and BUYER notifies SELLER in writing and provides SELLER with a copy of the appraisal on or before the ***Financing Deadline***, this Contract shall become null and void any down payment paid or escrowed shall be refunded to BUYER, or BUYER and SELLER may negotiate the Contract. If SELLER is not so notified, it shall be conclusively presumed that BUYER has secured such appraisal or will purchase property without reliance upon any appraisal contingency.
11. **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 the ***Closing Date***. 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 ***Subject Property*** 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.
12. **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 ***Subject Property*** 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 ***Subject Property***. 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 the ***Inspection Deadline***. 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 this 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:
  - i. In the aggregate the cost of repair or replacement must equal \$1,000.00 or more, exclusive of the cost of radon mitigation.
  - ii. The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.
  - iii. The defects must not have been disclosed to BUYER in writing prior to the date the offer was made to purchase.
  - iv. 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.
  - v. The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.
  - vi. The structural components shall not be considered defective if they are structurally sound.
  - vii. 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:
    - i. Treat the condition and repair the defect at SELLER'S own cost and expense;
    - ii. Give BUYER a credit for the cost of repair at settlement; or
    - iii. Rescind the Contract and refund BUYER'S earnest money.
  - f. 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.
  - g. At BUYER'S expense, BUYER shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.
  - h. 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.
  - i. 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).
13. **LEAD-BASED PAINT:** 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.). 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.
14. **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 ***Subject Property*** which could give rise to a lien or liens under the Illinois Mechanics' Lien Act.
  - b. SELLER has indefeasible title to all of the ***Included Personal Property***, and all of said property, together with all appliances and mechanical systems built into the ***Subject Property***, are free from security interests or liens other than the lien of any real estate mortgage.
15. **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. Time is of the essence of this Contract.
- e. 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.
- f. 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.
- g. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any, and appraisals.
- h. SELLER agrees to leave the **Subject Property** in broom-clean condition. All refuse and personal property not being conveyed to BUYER shall be removed from the **Subject Property** at SELLER'S expense by on or before the date of closing.
- i. **GARAGE AND ALLEY** -- Prior to the **Closing Date**, SELLER shall remove the existing garage door on the South side of the existing garage located on the **Subject Property** and shall frame, sheath and side the opening. BUYER understands and acknowledges that SELLER intends to vacate the existing alley which runs along the south side of the **Subject Property** and at such time as said alley is vacated, BUYER will not have access via the alley to the existing garage. BUYER understands and acknowledges that the existing garage will be converted to an accessory building prior to the **Closing Date** and access to the accessory building after the **Closing Date** shall only be available via a private driveway from Second Avenue.
- j. **SURVEY** – Prior to the Closing Date, SELLER shall obtain a survey of the **Subject Premises**, which survey shall be prepared to reflect the property lines more particularly set forth in Exhibit A attached hereto. SELLER shall cause the survey to be recorded prior to the **Closing Date**, and the exact legal description of the **Subject Premises** shall be based upon said survey.
- k. **CISTERN** – Prior to the **Closing Date**, SELLER shall cut, cap and abandon the sewer connection between the **Subject Property** and 530 N. Second Avenue. The existing cistern on the **Subject Property** shall remain and SELLER makes no representations or warranties regarding the condition of the cistern.
- l. **DRIVEWAY AND SIDEWALK** – SELLER shall remove the existing driveway which services the **Subject Property** and shall install a new concrete driveway to service the **Subject Property** as shown on the attached Exhibit A. SELLER shall



remove any existing trees and bushes necessary to allow SELLER to install a new driveway. SELLER shall not remove the existing driveway until such time as SELLER has installed the new driveway. SELLER shall also install a 4-foot-wide pedestrian concrete walkway from the sidewalk on E. Tyler Street to house located on the ***Subject Property***. BUYER understands and acknowledges that the improvements set forth in this paragraph will not be completed before the ***Closing Date***, and are to be performed by SELLER in conjunction with work in and around Second Avenue and E. Tyler Street, which said work may be performed months after the ***Closing Date***. BUYER shall provide SELLER and its contractors free access to the ***Subject Property*** after the Closing Date to complete the work set forth in this Paragraph.

16. **NOTICES**: 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.
17. **PREPARATION AND APPROVAL**: This Contract was prepared by McGrath Law Office, P.C., SELLER'S attorney, and approved by BUYER and/or BUYER'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. **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.

23. **ENTIRE AGREEMENT**: BUYER and SELLER are concurrently entering into two contracts, one for the sale of 208 E. Tyler and one for the sale of 530 N. Second. These two contracts together represent the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of these Contracts merge with and are superseded by these Contracts. 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 these Contracts, except as expressly set forth in writing in these contracts. Any modifications of the terms of these Contracts must be in writing and signed by both parties, in the absence of which the terms of these Contracts shall govern. Default in the performance of a party's obligations under this agreement shall excuse performance by the non-defaulting party under the terms of this agreement and under the terms of the second contract entered into concurrently between the parties hereto.

[The remainder of this page is intentionally left blank]

**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: \_\_\_\_\_, 2020.

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

BUYER:

---

Sean J. Mikel

[The remainder of this page is intentionally left blank]

**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 SELLER: \_\_\_\_\_, 2020.

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

SELLER:

Village of Morton

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

[The remainder of this page is intentionally left blank]

**ORDINANCE NO. 21-08**

**AN ORDINANCE AUTHORIZING EXCHANGE OF 17 ACRES +/- OF UNIMPROVED  
LAND ON HARDING ROAD FOR 445 E. BIRCHWOOD ST., MORTON, IL**

**WHEREAS**, the Board of Trustees has received and considered a proposal to exchange real estate; and

**WHEREAS**, 65 ILCS 5/11-76.2-2 requires a  $\frac{3}{4}$  vote to authorize the proposed exchange only after a public hearing on the proposal; and

**WHEREAS**, an ordinance authorizing a public hearing on a proposal to exchange real estate was approved by this Board of Trustees on June 15, 2020 pursuant to 65 ILCS 5/11-76-2.1: and

**WHEREAS**, a notice of public hearing was duly published in the Journal Star, a newspaper of general circulation in the Village of Morton, with said notice being not less than 15 days nor greater than 30 days of the date of the public hearing pursuant to 65 ILCS 5/11-75.2-3; and

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

**SECTION 1:** The proposed exchange of real estate on the terms and conditions as set forth in the agreement attached hereto as Exhibit A is hereby approved.

**SECTION 2:** The Village President and Village Clerk are hereby authorized and directed to execute the Agreement attached hereto as Exhibit A and such other instruments as may be necessary to effectuate the exchange of real estate approved by this Ordinance.

**SECTION 3:** This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

**SECTION 4:** 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**

## COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made and entered into by and between DAVID J. KNIEP, not individually but as Trustee of the David J. Kniep Trust #8248 under trust dated August 4, 1997, (“Kniep”), MORTON RENTALS, LLC, an Illinois limited series liability company (“Morton Rentals”), and the VILLAGE OF MORTON, an Illinois municipal corporation (“Village”).

WHEREAS, Village desires to acquire certain property owned by Kniep commonly known as 445 E. Birchwood Street, Morton, Illinois 61550 (“Birchwood”) for the purpose of constructing new facilities for its natural gas utility; and

WHEREAS, Morton Rentals desires to acquire certain property consisting of 17.33 acres, more or less, located on Harding Road in the Village of Morton (“Harding”) for the purpose of constructing a new 22,500 square foot building for its business operations; and

WHEREAS, Kniep, Morton Rentals and the Village have reached certain agreements to facilitate the aforesaid acquisitions, and desire to memorialize the same in writing hereby.

NOW, THEREFORE, for and in consideration of the mutual conditions and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**1. Obligations of the Village.** In exchange for the consideration to be provided pursuant to the terms of this Agreement by Kniep and Morton Rentals, the Village agrees as follows:

a. Village shall pay to Kniep the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) at Closing.

b. Village shall undertake good faith efforts to enter into an agreement for the acquisition of the Harding property, described in Exhibit A, attached hereto and by this reference made a part hereof, with Morton Unit School District 709, the current owner of the property. In the event the Village is unable to acquire the Harding property on or before July 15, 2020, this Agreement shall be null and void. So long as the Village acquires the Harding property on or before July 15, 2020, the Village shall convey the Harding property to Morton Rentals or its assigns at Closing at no cost to Morton Rentals other than as specified below.

c. Village shall waive all connection tap on fees for utility hookups for Morton Rentals construction of a new building on the Harding Road property.

d. Village shall waive all charges for one gas meter, including installation, for Morton Rentals construction of a new building on the Harding Road property.

e. Village shall, at Village’s expense, provide to Morton Rentals Five Thousand (5,000) tons of road millings to be used for the Harding property construction project. The Village will make the road millings available during the Harding property construction

project for transportation by Morton Rentals at the Village sewer plant on Fourth Street in the Village of Morton. Transportation of the millings shall be at the expense of Morton Rentals.

f. Village shall, at Village's expense, install natural gas to the building erected by Morton Rentals on the Harding property or four hundred feet (400') from the property line of the Harding property, whichever is less.

g. Village shall, at Village's expense, provide water service to the property line of the Harding property, with the size of the water line being sufficient for the size and intended use of the building to be constructed by Morton Rentals. A curb stop or water valve shall be constructed at the property line by the Village.

h. Village shall, at Village's expense, provide sanitary sewer service to the property line of the Harding property, with the size of sanitary sewer line being of sufficient for the size and intended use of the building to be constructed by Morton Rentals. A sanitary manhole shall be constructed at the property line by the Village.

i. Village shall run all the aforesaid utilities to the property line bordering Harding Road at a point between the Northeast corner of the property and the culvert that runs under Harding Road. For purposes of Paragraph 1 (f), the four hundred feet (400') shall be measured from the property lot line in this area.

j. Village shall, at Village's expense, annex the Harding property and rezone the Harding property to I-2 prior to closing. The Harding property shall be conveyed to Morton Rentals with no outstanding annexation fee. Village shall waive all annexation fees and development fees for the Harding property.

k. Upon Morton Rentals completing the demolition of Buildings #4 and #5 on or before December 31, 2021, the Village shall pay to Morton Rentals the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Said sum shall be paid by the Village to Morton Rentals within thirty (30) days of the completion of the demolition.

l. At Closing the Village and Morton Rentals shall enter into a lease agreement whereunder the Village shall lease to Morton Rentals from the date of Closing through December 31, 2021, for no additional consideration, except however Morton Rentals shall be responsible for all utilities, the following described property:

- i. That part of Building #2 as identified in Exhibit C used as a wash bay.
- ii. All of Buildings #4 and #5 in Exhibit C
- iii. The area behind Buildings #4 and #5 which is to be used as storage

m. In the event Morton Rentals fails to comply with the conditions set forth in Paragraph 3(h) and 3(i) of this Agreement, the Village shall pay Morton Rentals the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in exchange for return of the Harding property, with said sum first being applied to any liens or encumbrances against the property, secondly to any costs incurred by the Village in fulfilling Morton Rentals' obligations to



demolish Buildings #4 and #5, and thirdly to any other sums owed by Morton Rentals to the Village resulting from the breach of any of its obligations under this Agreement.

n. Village shall pay all utility hookup fees owed to Peoria Sand & Gravel, Inc. in excess of Ten Thousand and No/100 Dollars (\$10,000.00) under the terms of a prior annexation agreement for the Harding property.

**2. Obligations of Kniep.** In exchange for the consideration to be provided pursuant to the terms of this Agreement by the Village and Morton Rentals, Kniep agrees as follows:

a. Kniep agrees to convey to the Birchwood property, more particularly described in Exhibit B attached hereto and incorporated herein by reference, to the Village at Closing.

b. Kniep agrees to cooperate with Morton Rentals in the removal of all abandoned, disabled, inoperable and junk vehicles and all debris currently located on the Birchwood property prior to closing. Kniep agrees, represents, and warrants that the aforesaid vehicles shall be removed from the Village limits.

**3. Obligations of Morton Rentals.** In exchange for the consideration to be provided pursuant to the terms of this Agreement by the Village and Kniep, Morton Rentals agrees as follows:

a. Morton Rentals shall demolish at its expense the building on the Birchwood property labeled as Building #3 in Exhibit C on or before Closing.

b. Morton Rentals shall cause to be removed at its expense all abandoned, disabled, inoperable and junk vehicles and all debris currently located on the Birchwood property before Closing.

c. Morton Rentals shall cause the vehicles described in Paragraph 3b to be removed from the Village limits before Closing.

d. Morton Rentals shall demolish at its expense the buildings labeled as Buildings #4 and #5 in Exhibit C on or before December 31, 2021, or within forty-five (45) days of the date Morton Rentals is issued a certificate of occupancy for its new building on the Harding property, whichever comes first.

e. Morton Rentals shall demolish Buildings #3, #4 and #5 by completing the following steps:

- i. Remove all concrete slabs
- ii. Remove all foundations
- iii. Remove all footings
- iv. Remove all debris
- v. fill to grade all depressions and holes caused by demolition
- vi. Otherwise comply with all requirements of the Village demolition

ordinance

f. Morton Rentals shall be responsible for all costs incurred to complete the demolitions of buildings #3, #4 and #5, including the costs of asbestos abatement which is necessary prior to demolition.

g. Morton Rentals shall vacate the Birchwood property on or before December 31, 2021.

h. Morton Rentals shall commence construction of its new building on the Harding property on or before July 31, 2021, which building shall be at a minimum 22,500 square feet in size.

i. Morton Rentals shall complete construction of its new building on the Harding property on or before December 31, 2021.

j. Morton Rentals shall pay Ten Thousand and No/100 Dollars (\$10,000.00) to Peoria Sand & Gravel, Inc. for utility hookup fees due under the terms of a prior annexation agreement for the Harding property.

k. Morton Rentals, or its assigns, agrees not to protest the assessment of the Harding property for real estate tax purposes for a period of ten (10) years, commencing with the 2022 real estate taxes payable in 2023 and continuing through and including the 2032 real estate taxes due and payable in 2033, so long as the assessed valuation does not exceed one-third (1/3) of the total of: (i) the actual costs in constructing the buildings and improvements located on the Harding Road property, excluding equipment or items not physically attached to the Harding Road property; and (ii) the sum of \$250,000, being the agreed upon fair market value of the Harding property on the date of closing.

l. In the event Morton Rentals, as a direct result of an act or omission on the part of Morton Rentals and absent any act or other cause as specified under the Force Majeure provision below, fails to commence construction of a new building on or before July 31, 2021, or complete construction on or before December 31, 2021, Morton Rentals shall transfer title to the Harding property to the Village free and clear of any liens and encumbrances, except for the lien of general real estate taxes not yet payable.

4. **Common Terms and Conditions for Real Estate Sales.** The following terms and conditions shall apply to the real estate sales contemplated by this Agreement:

a. Seller shall furnish Buyer, at Seller's expense, with an up to date commitment for title insurance issued by a reputable title company and reasonably acceptable to Buyer with respect to the Property, and title will be conveyed subject only to the following (the "Permitted Exceptions"), being the lien of general taxes not yet due; building, use and occupancy restrictions, covenants and conditions of record, if any; easements of record, if any; and leases of existing tenants in the Property, subject to Buyer's approval as provided herein. Notwithstanding the foregoing, no Permitted Exception may prevent or unreasonably

interfere with Buyer's intended use of the Property. Such title insurance commitment shall be delivered to Buyer not later than July 1, 2020. Buyer shall have until July 15, 2020, to examine the title and to make any objections thereto, including objections to any easements, restrictions, covenants, conditions or other matters of record, which materially interfere with Buyer's intended use of any part of the Property. Buyer shall submit all such title objections to Seller in writing before July 25, 2020. Any objections to title not made in writing to Seller before July 25, 2020, shall be deemed waived by the Buyer. Seller shall have until the Closing Date to cure same. In the event that Seller cannot cure the objections of Buyer before the Closing Date, Buyer may, at its option: (i) grant Seller additional time to cure the objections; or (ii) waive the objections and accept title as is; or (iii) elect to terminate this Agreement and receive back Buyer's earnest money.

b. Closing shall take place in escrow at the offices of the title company unless otherwise agreed to by the parties. In no event, however, shall the disbursement of any sale proceeds be made until after the title insurer makes a final search of the title and records all of the documents necessary to place insurable fee simple title to the Property in the Buyer. Closing of this transaction shall be held on or before July 30, 2020, unless otherwise agreed to in writing by both Seller and Buyer.

c. At Closing, Seller shall deliver, or cause to be delivered to Buyer, the following, each of which shall be in form and substance acceptable to counsel for Buyer and, in the case of documents of transfer or conveyance, shall be accepted or consented to by all parties required to make such transfer or conveyance effective:

- i. A recordable Warranty Deed from Seller to Buyer subject only to the Permitted Exceptions;
- ii. Seller shall prepare and cause to be delivered to Buyer and Seller will execute a Seller's Affidavit, approved by Buyer's attorney prior to the date of closing;
- iii. A written certification ("FIRPTA Certificate") in form reasonably satisfactory to Buyer and dated no earlier than ten (10) days prior to the date of Closing, which certification shall be in compliance with The Tax Reform Act of 1984 (the "Act") and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA") and certifying that Seller is not a person or entity subject to withholding under FIRPTA and the Act, and containing Seller's tax identification number and address.
- iv. State of Illinois and County of Tazewell documentary stamp and transaction declarations.

d. At the Closing, Buyer shall cause to be delivered to Seller:

- i. that portion of the Purchase Price required to be paid pursuant to Section 2

hereof; and

- ii. such other and further documents required by the title insurance company or reasonably necessary to close the transaction.

e. Seller and Buyer will, at the Closing, or at any time or from time to time thereafter, upon request of either party, execute such additional instruments, documents or certificates as either party deems reasonably necessary in order to convey, assign and transfer the Property to Buyer hereunder.

f. Possession of the Property shall be delivered to Buyer at Closing. Possession of the Birchwood property shall be subject to the tenancy of Morton Rentals, as provided for herein. Possession of the Harding property shall be subject to the tenancy of the existing farm tenant, whose lease rights shall be terminated effective upon the end of the current lease term prior to Closing. The Village shall provide to Morton Rentals or its assigns proof of termination of such farm tenancy prior to closing.

g. If, prior to the delivery of the deed hereunder, any improvements on the Property, shall be destroyed or materially damaged by fire or other casualty which cannot be replaced or repaired by Seller prior to closing with improvements substantially identical to those existing prior to the casualty, Buyer shall have the option of declaring this Agreement null and void and receiving a refund of the earnest money paid hereunder, or of accepting the Property as destroyed or damaged together with the proceeds of any insurance payable as a result of the destruction or damage, in which latter case the Seller shall assign such insurance proceeds to the Buyer.

h. Seller hereby expressly warrants to Buyer that on the date hereof and as of closing (unless otherwise disclosed by Seller to Buyer in writing prior to closing and accepted by Buyer):

- i. that Seller has not received any notice of any pending eminent domain proceedings against all or any part of the Property;
- ii. that Seller has not received any notices relating to fire, zoning, building, environmental or health violations with respect to the Property; that there are no suits or judgments relating to fire, zoning, building, environmental or health violations with respect to the Property which are actually known to Seller nor are there any existing conditions actually known to Seller which could form the basis of any such suit or judgment; nor are there any threats thereof which are actually known to Seller;
- iii. that there are no outstanding contracts to purchase, except with Buyer, options to purchase or rights of first refusal with respect to the Property which have not been waived;
- iv. that other than lease agreements there are no management, maintenance, service or other contracts affecting the Property at time of closing that cannot be lawfully terminated by the Seller or Buyer within thirty (30)

days of closing

i. The Buyer shall be afforded a due diligence period through July 15, 2020, during which Buyer or its representatives shall be afforded reasonable access to the Property in order to inspect the same for compliance with the terms hereof. Buyer's obligation to close this transaction is expressly subject to and conditioned upon, but not limited to, all of the following:

- i. Buyer performs a physical inspection of the Property and all improvements thereon, at Buyer's sole expense, and Buyer concludes in its opinion that such property and/or improvements are acceptable to Buyer;
- ii. Buyer, at its option and expense, performs an environmental inspection of the Property, including but not limited to testing for asbestos, mold, radon, formaldehyde and other environmental defects, the findings of which are in its opinion acceptable to Buyer;
- iii. Buyer determines that the zoning classification of the Property permits the present use of the property.
- iv. Buyer performs such physical inspections, and such financial, business and economic analyses as it deems appropriate to evaluate the feasibility and advisability of purchasing the Property as it relates to its short- and long-term business plans, and Buyer concludes in its opinion that the purchase is both feasible and advisable. Seller shall cooperate with Buyer and shall make available to Buyer rent rolls, utility bills and building repair and maintenance expenses;
- v. Buyer, at its option and expense, obtains a satisfactory termite report on the Property.
- vi. Buyer, at its option and expense, obtains soil borings, the results of which reflect the subsurface condition of the Property as being suitable for Buyer's intended use thereof.

j. In connection with the Buyer's contingencies set forth above, if Buyer informs Seller on or before July 25, 2020, that any of the above conditions precedent have not been satisfied, in Buyer's sole discretion, this Agreement will terminate without any liability of Buyer to Seller, and Buyer shall be entitled to an immediate full refund of Buyer's earnest money deposit (except for the cost of the Title Commitment, which shall be deducted therefrom). If Buyer does not timely notify Seller in writing in each instance with respect to each contingency of Buyer's intent to terminate on the basis of any of these conditions precedent to Buyer's obligation to complete the purchase hereunder, then such conditions are waived and Buyer shall accept the premises in "AS IS" condition without warranty except as specifically set forth elsewhere in this Agreement.

k. Buyer agrees to protect, indemnify, defend and hold Seller and its officers, directors, employees, agents and their successors or assigns and their property harmless from all costs, damages, liens and expenses (including reasonable attorney's fees), including those to the person and property of the Buyer, its employees, agents, invitees, licensees and others arising out of or in connection with the performance of any inspection, work or activity by Buyer or Buyer's contractors or agents in or about the Property necessitated by the inspection activities by Buyer or Buyer's contractors. This agreement of indemnification shall apply and survive any termination of this Agreement by Buyer for any reason other than default by Seller.

l. All title work expense, state and city revenue stamps and recording fees on all instruments required to clear title shall be paid in full by Seller at or before closing. The recording fees on the deeds conveying title to Buyer shall be paid by Buyer.

m. Buyer is purchasing the Property in "AS IS" condition. Seller makes no warranties as to the condition of the Property or the plumbing, heating, electrical, air conditioning systems or appliances included as part of the purchase price.

n. All real estate taxes, charges and assessments affecting the Property shall be prorated on a per diem basis as of midnight of the Closing Date. If any of the same have not been finally assessed or payable as of the date of Closing of the taxing authority, then the same shall be adjusted at Closing based upon the most currently available information.

o. Utility charges shall be prorated as follows: No proration of utility charges shall be necessary for the Harding property since such property is unimproved. Morton Rentals shall be responsible for all utility charges incurred for the Birchwood property until such time as Morton Rentals vacates possession of such premises entirely, except however the Village shall be responsible for all stormwater utility charges for the Birchwood property from and after the Closing. The parties acknowledge that a portion of the electricity Morton Rentals pays on a monthly basis shall be for portions of the leased premises which the Village possess. The Village is assuming stormwater utility charges for the entirety of the Birchwood property as consideration for the electric utility charges which Morton Rentals shall pay for electricity at the Birchwood property utilized by the Village.

p. The transferor of each parcel referenced herein shall also be referred to as "Seller" and the transferee shall be referred to as "Buyer"

5. **Default.** If any party does not perform any obligation under this Agreement (a default), the non-defaulting party shall give written notice of the default to the defaulting party. If the defaulting party does cure the default within ten (10) days of the notice, the non-defaulting party may pursue any remedy available at law or equity, including specific performance. The successful party to any litigation caused by a default shall be entitled to be reimbursed for its expenses and costs of litigation, including reasonable attorney's fees and shall be entitled to a judgment against the unsuccessful party to the litigation.

6. **Damage Prior to Closing.** If, prior to delivery of the Kniep deed hereunder, any

improvements on the Birchwood property deeds hereunder, any improvements thereon shall be destroyed or materially damaged by fire or other casualty which cannot be replaced or repaired by Kniep prior to Closing with improvements substantially identical to those existing prior to the casualty, the Village shall have the option of declaring this Agreement null and void, or of accepting the Birchwood property as destroyed or damaged together with the proceeds of any insurance payable as a result of the destruction or damage, in which latter case Kniep shall assign such insurance proceeds to the Village.

7. **Survival and Indemnification.** All representations, warranties, covenants, agreements, and indemnities in this Agreement shall survive the Closing without limitations.

8. **Merger.** The representations and warranties contained herein shall survive the Closing and not be merged in the deeds to be delivered hereunder.

9. **Inspection Indemnification.** Any party that performs any inspections as allowed hereunder agrees to protect, indemnify and hold the then owner of the inspected property and their officers, directors, employees, agents and their successors or assigns and their property harmless from all costs, damages, liens and expenses (including reasonable attorneys' fees), arising out of or in connection with the performance of any inspection, work or activity by any party or the contractors or agents engaged by any party to conduct said inspections. This agreement of indemnification shall apply and survive any termination of this Agreement by any party for any reason other than a default by the party.

10. **Additional Documents and Actions.** Each of the parties agree to execute any and all other documents or documentation as may be reasonably necessary to effectuate the intent hereof and to complete the performance of the covenants contained herein.

11. **Applicable Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois, without reference to the principles of conflict of laws of such state.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors, except that Morton Rentals may only assign its rights under this Agreement to a successor company of which the majority ownership is comprised of members of Morton Rentals, LLC, said members' spouses or their Grantor Trusts. No other party to this Agreement may assign their rights.

13. **Notices.** Title commitments, communications and any notices required to be given pursuant to this Agreement 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 below; (iii) by express delivery to the party or attorney at the address set forth below, with charges prepaid.

If to Village of Morton: McGrath Law Office, P.C.  
1600 S. Fourth Street, Suite 137

Morton, Illinois 61550

If to David J. Kniep: Benckendorf & Benckendorf, P.C.  
100 N. Main Street  
Morton, Illinois 61550

If to Morton Rentals, Inc. Benckendorf & Benckendorf, P.C.  
100 N. Main Street  
Morton, Illinois 61550

14. **Waiver or Modification.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver or consent, by or on behalf of the party or parties waiving compliance or giving such consent. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any covenant, agreement, representation, or warranty contained in this Agreement, in any on or more instances, shall be deemed to be or constructed as a further or continuing waiver of any such covenant, agreement, representation, or warranty.

15. **Descriptive Headings.** The descriptive headings of the several articles and sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

16. **Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understanding of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

17. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

18. **Construction.** The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement, and the rule of construction providing that ambiguities within the Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts,



each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. **Further Assurances.** All parties will at the Closing or at any time or from time to time thereafter, upon request of any other party, execute such additional instruments, documents or certificates as either party deems reasonably necessary in order to convey the properties herein.

21. **Deadlines.** Any deadline in this Agreement which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.

22. **Force Majeure.** If the performance of this Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, act of terrorism, war, riot, explosion, accident, flood or sabotage, lack of or inability to obtain adequate fuel, raw materials, labor, or transportation facilities, excessive demand for any products over the supply available to or the manufacturing capacity of the producing company, any interruption for any reason in the manufacture of the products, including breakage or failure of machinery or apparatus; labor problems, strike, lockout or injunction, delays in shipment or customs clearance, embargoes, government ordinances or requirements, civil or military authorities, acts or omissions of carriers, inability to obtain necessary materials or services from suppliers, power outages or brownouts, or mechanical, electronic or communications failures, government ordered shut-down or shelter in place order, pandemic, or other causes beyond the reasonable control of the party whose performance is affected (excluding financial condition, negligence or willful misconduct), then the party affected, upon giving prompt notice to the other party, as set forth in the section titled Notices, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party will likewise be excused from performance of its obligation on a day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

23. **Effective Date.** For all purposes hereof, this Agreement shall be deemed effective on the date last signed by a party hereto.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, made effective as of the last date this instrument is signed.

VILLAGE OF MORTON, an Illinois municipal corporation

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

Attest: \_\_\_\_\_  
Village Clerk

DATED: \_\_\_\_\_, 2020.

---

DAVID J. KNIEP TRUST #8248 DATED AUGUST 4, 1997

By: \_\_\_\_\_  
David J. Kniep, Trustee

DATED: \_\_\_\_\_, 2020.

---

MORTON RENTALS, LLC, an Illinois series limited liability company

BY: \_\_\_\_\_  
Bradley D. Kniep, Its Manager

DATED: \_\_\_\_\_, 2020.

**EXHIBIT A**

A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE S 88 DEGREES 47 MINUTES 49 SECONDS WEST, (BEARINGS ARE FOR DESCRIPTION PURPOSE ONLY) A DISTANCE OF 60.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 824.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD; THENCE SOUTH 45 DEGREES 16 MINUTES 56 SECONDS WEST, ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1019.66 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING; THENCE (THE FOLLOWING 3 COURSES ARE ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE) SOUTH 44 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 600.13 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 800.00 FEET AND AN ARC LENGTH OF 662.28 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68 DEGREES 14 MINUTES 11 SECONDS WEST, A CHORD DISTANCE OF 643.53; THENCE NORTH 88 DEGREES 05 MINUTES 24 SECONDS WEST, A DISTANCE OF 106.57 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 24 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 211.25 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HARDING ROAD; THENCE (THE FOLLOWING 2 COURSES ARE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF HARDING ROAD) IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 832.48 FEET AND AN ARC LENGTH OF 300.69 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 42 DEGREES 01 MINUTES 54 SECONDS EAST AND A CHORD LENGTH OF 299.06 FEET; THENCE NORTH 31 DEGREES 41 MINUTES 02 SECONDS EAST, A DISTANCE OF 177.34 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 1008.87 FEET, CONTAINING 17.71 ACRES, MORE OR LESS.

PIN: 06-06-16-200-017

**EXHIBIT B**

P.I.N. 06-06-20-243-019

A part of the Northeast Quarter of Section 20, Township 25 North, Range 3 West of the Third Principal Meridian, the Village of Morton, Tazewell County, Illinois, more fully described as follows: Beginning at a point 30 feet West and 33.5 feet North of the Southeast corner of said Northeast Quarter, being the Northwest corner of Roth Street and Fourth Avenue; then 2°57' East along the Westerly right of way of Fourth Avenue a distance of 89.35 feet to the Southerly right of way line of the Illinois Terminal Railroad; thence North 43°36'33" West along said railroad right of way line distance of 537.69 feet; thence South 38°27'25" West a distance of 93.98 feet; thence North 72°52'50" West a distance of 90.23 feet; thence North 64°26'30" West a distance of 52.20; thence North 58°14'30" West a distance of 46.41 feet; thence South 36°55'00" West a distance of 128.49 feet; thence South 37°06'00" East a distance of 469.6 feet; thence South 89°43'00" East a parallel to the South line of said Northeast Quarter of Section 20 a distance of 391.8 feet to the point of beginning.

Commonly known as 445 E. Birchwood, Morton, Illinois 61550

Exhibit C

Kniep Property – 425 & 445 E. Birchwood St.  
4.72 Acres



**RESOLUTION NO. 03-21**

**RESOLUTION APPOINTING JASON MILLER TO THE GOVERNING BOARD PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT CONSOLIDATING TO TAZEWELL CONSOLIDATED COMMUNICATIONS CENTER**

**WHEREAS**, the Village of Morton entered into a certain Intergovernmental Agreement for the purpose of creating the Tazewell Consolidated Communications Center on September 26, 2017; and

**WHEREAS**, it is necessary that the Village Board of the Village of Morton adopt a resolution pursuant to the Intergovernmental Agreement to appoint one member to the Governing Board to succeed retired Chief Craig Hilliard, who was formerly appointed on behalf of the Village of Morton to the Governing Board; and

**WHEREAS**, the Village Board desires to appoint Chief Jason Miller to succeed retired Chief Craig Hilliard to the Governing Board on behalf of the Village of Morton.

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

1. That Chief Jason Miller be appointed to the Governing Board of the Tazewell Consolidated Communications Center on behalf of the Village of Morton;

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

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

**ATTEST:**

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



**ESTIMATE**

Date: June 30<sup>th</sup>, 2020  
Customer: Village of Morton  
Attention: Craig Loudermilk, P.E.  
Phone: 309-266-5361 (Ext. 223)  
Email: cloudermilk@morton-il.gov  
Job site: **Harrison Street & 2<sup>nd</sup> Avenue**

**Job details: Demolish various homes (includes prevailing wages)**

**Demolish (4) homes on Harrison Street (includes tree & root ball removal)**

**Address's: 209 Harrison St., 213 Harrison St., 217 Harrison St., 221 Harrison St.**

**Total Estimate \$62,300.00**

**Demolish (1) home on 2<sup>nd</sup> Avenue (includes tree and root ball removal)**

**Address: 530 North 2<sup>nd</sup> Avenue**

**Total Estimate \$15,500.00**

**Notes:**

*Demo's include removing homes, patio's/porches, driveways, garages, and fencing, etc.*

*Does not include backfilling demo sites or asbestos inspections/removal*

*Does not include filling the existing cisterns on the property*

*Sewer and water disconnects will be capped at the property edge (Village will assist with disconnects per Craig Loudermilk)*

*Village of Morton will take care of gas and water disconnects*

*Wayne Litwiller Excavating, Inc. is not responsible for damage or repair fees to any private utility located on the property that is not a part of J.U.L.I.E. Inc.*

*Price does not include any replacement of landscaping or grass on property.*

Thank you for the opportunity to quote. For follow-up contact us by email: [wlitexc@yahoo.com](mailto:wlitexc@yahoo.com)

**AGENDA  
PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS  
7:00 P.M.**

**MONDAY, JUNE 22, 2020**

**This will be a remote only meeting through Zoom.**

**The link to join the Zoom meeting: <https://us02web.zoom.us/j/83370215644>**

**The dial-in option: 1 312 626 6799. Meeting ID: 833 7021 5644#**

**I. Call to Order / Roll Call**

**II. Approval of Minutes**

**Regular Meeting – May 26, 2020**

**III. Public Hearing(s):**

**Case No. 20-02 ZA:** Subject property is located at SEC 29 T25N R3W STP SUBD #1 LOT 1 in the Village of Morton. A petition has been filed by LeRoy Lindwood Jr. and Steve Lehman. They are requesting a zoning change from R-2 to R-4.

**Case No. 20-03 ZA:** Subject property is located at SEC 16 T25N R3W TRACT A-7 (EXC SWLY 1.66 AC TRACT) NE 1/4 17.33 AC in the Village of Morton. A petition has been filed by The Village of Morton. They are requesting a zoning change from B-3 to I-2.

**Case No. 20-04 ZA:** Subject property is located at SEC 28 T25N R3W NW 1/4 (EXC LOT A & EXC ROW) OF NW 1/4 33.88 AC in the Village of Morton. A petition has been filed by Steve Lehman and Kenneth Baum. They are requesting a zoning change from R-1/R-4 to R-4.

**IV. Other Business:**

None

**V. Brad Marks:**

**VI. Adjourn**



**MORTON PLAN COMMISSION  
MINUTES-JUNE 22, 2020**

The Plan Commission met on Monday, June 22, 2020, at 7:00 P.M. The meeting was conducted through Zoom. Chairman Ferrill presiding. Present: Ritterbusch, Ferrill, Smock, Zobrist, Fick, Keach, Knepp, Geil and Deweese. Also, in attendance: Zoning Officer Brad Marks, Trustee Rod Blunier and Attorney Pat McGrath.

Ritterbusch made a motion to approve the minutes from the May 26, 2020 meeting. Knepp seconded the motion to approve. This was followed by a vote to approve. The May 26, 2020 minutes were approved.

**Public Hearing(s):**

**Petition No. 20-02 ZA:** Subject property is located at SEC 29 T25N R3W STP SUBD #1 LOT 1 in the Village of Morton. A petition was filed by LeRoy Lindwood Jr. and Steve Lehman. Mr. Lindwood Jr. and Mr. Lehman are requesting a zoning change from R-2 to R-4. Mr. Lehman, as the petitioner, presented the case for rezoning. After much public comment and discussion from the Planning Commission members, a motion to table Petition No. 20-02 ZA was made by Deweese. A second to table was made by Ritterbusch. This was followed by a vote to table Petition No. 20-02 ZA.

Yes-Knepp, Fick, Ritterbusch, Geil, Smock, Ferrill, Zobrist, Keach and Deweese  
No-None

**Petition No. 20-02 ZA: Tabled**

**Petition No. 20-03 ZA:** Subject property is located at SEC 16 T25N R3W TRACT A-7 (EXC SWLY 1.66 AC TRACT) NE 1/4 17.33 AC in the Village of Morton. A petition was filed by The Village of Morton. The Village of Morton is requesting a zoning change from B-3 to I-2. Craig Loudermilk representing the petitioner presented the case for rezoning. With no discussion, a motion to approve Petition 20-03 ZA was made by Ritterbusch. A second to approve Petition No. 20-03 ZA was made by Zobrist. This was followed by a vote to approve Petition No. 20-03 ZA.

Yes-Knepp, Fick, Ritterbusch, Deweese, Zobrist, Geil, Ferrill and Keach  
No-None  
Abstain-Smock

**Petition No. 20-03 ZA: Approved**

**Petition No. 20-04 ZA:** Subject property is located at SEC 28 T25N R3W NW 1/4 (EXC LOT A & EXC ROW) OF NW 1/4 33.88 AC in the Village of Morton. A petition was filed by Steve Lehman and Kenneth Baum. Mr. Lehman and Mr. Baum are requesting a zoning change that would change the zoning on two separate areas of this parcel. The dimensions of these two locations are 192'x374' each. Mr. Lehman, as the petitioner, presented the case for rezoning.

There were numerous comments and questions from the public. After much discussion from the Planning Commission, a motion to approve Petition No. 20-04 ZA was made by Fick. A second to approve Petition No. 20-04 ZA as illustrated on the attached site plan was made by Ritterbusch. This was followed by a vote to approve Petition No. 20-04 ZA as illustrated on the attached site plan.

Yes-Knepp, Fick, Ritterbusch, Smock, Geil, Zobrist, Ferrill and Keach  
No-Deweese

**Approved**

**Other Business:** None

**Brad Marks:** Nothing

With no further business, Ritterbusch made a motion to adjourn. A second to adjourn was made by Knepp. There was a unanimous approval to adjourn.

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 20-03 ZA

Date: 06/04/2020

1. Legal Description: SEC 16 T25N R3W TRACT A-7 (EXC SWLY 1.66 AC TRACT) NE 1/4 17.33 AC

Street Address: Harding Rd.-Number is not assigned / PIN 06-06-16-200-017

2. Area of subject property: \_\_\_\_\_ sq. ft. or 17.33 \_\_\_\_\_ Ac.

3. Present land use: Vacant

Proposed land use or special use: \_\_\_\_\_

Requested zoning change: from B-3 District to I-2 District

4. Surrounding zoning districts:  
North I-2 East N/A South I-2 West I-2

5. Subject property is owned by:  
Name: MORTON COMM HIGH SCHOOL DISTRICT 709  
Address: 1050 S 4TH AVE SUITE 200  
MORTON, IL, 615500000

(If subject property is owned by a trustee, a written statement must be furnished by the trustee, disclosing the names of all beneficial owners. A change in any of the beneficial owners during the amendment/special use process must be disclosed immediately.)

6. A list of names and addresses of all property owners in the petition area (within 250 feet of the area affected by this petition) will be provided by the Village of Morton and attached hereto.

7. A statement is attached hereto, indicating why, in our opinion, the amendment or special use requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment or special use will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

8. Additional exhibits submitted by the petitioner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Supplement to Petition for Zoning Amendment/Special Use Permit**

7. The parcel which is the subject of the rezoning request, PIN 06-06-16-200-017, is currently zoned B-3. All of the property which it abuts which is annexed to the Village of Morton is presently zoned I-2, including the majority of the Main Street Business Park which lies North and West of the Subject Property. Petitioner seeks a rezoning, contingent upon the transfer of the aforesaid parcel by the Petitioner to the Village of Morton, to make the zoning of this parcel identical to the zoning classification of surrounding tracts. Due to the proliferation of I-2 zoning in the immediate vicinity of this tract, Petitioner believes the proposed zoning amendment is necessary to allow the owner of this parcel similar use and enjoyment of this parcel as other adjoining owners, and will have no adverse effects on the public welfare nor the property of other persons located in the vicinity thereof.





**HARDING RD**

**Parcel Information**

PIN 06-06-16-200-017  
Address HARDING RD  
City Zip MORTON IL 61550  
Township MORTON,06

Total Acres 17.33  
Homesite Acres 0.00  
Farm Acres 17.33

Short Legal SEC 16 T25N R3W TRACT A-7 (EXC SWLY 1.66 AC TRACT) NE 1/4 17.33 AC

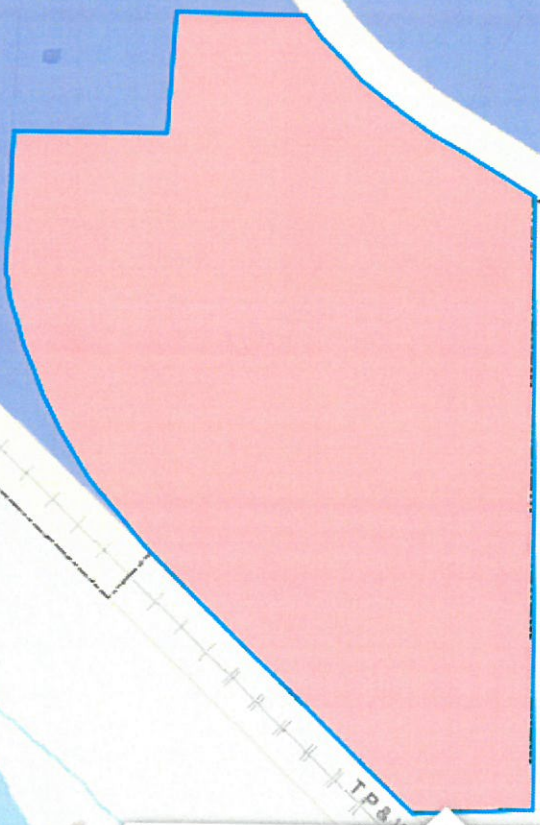
**Assessments**  
Assessed February 19, 2020  
[Zoom to](#)



1-74



N MAIN ST



**Land Parcel: 06-06-16-200-017**

PIN	06-06-16-200-017
City	MORTON
State	IL
Zip	61550
Subdivision	N/A
Political Township Name	MORTON
Political Township #	6
Comments	
Zoning	B-3
Land Use	Commercial
Business District	Yes
Enterprise Zone	Yes
<a href="#">Zoom to</a>	

**Property Owners within 250'**

Morton Comm. High School District 709  
1050 S. Fourth Ave. Suite 200  
Morton, IL 61550

Ackerman, Douglas C Trustee  
301 Circle Shore Dr.  
Washington, IL 615710

Ameren Services Company  
PO Box 66149  
St. Louis, MO 631666149

Morton Business Park Assoc Inc.  
%Devonshire Realty Prop Mgmt  
7707 N. Knoxville Ave.  
Peoria, IL 61614

Peoria Sand & Gravel Inc.  
190 E. Washington St.  
Morton, IL 61550

Crawford Lisa & John J Trustee  
Crawford Lisa A Living Trust  
25691 Harding Rd.  
Morton, IL 61550

Ackerman, John & Joann  
25995 Harding Rd.  
Morton, IL 61550