

AGENDA
SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
THURSDAY, MARCH 18, 2021
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC COMMENT**
- V. RESOLUTION 26-21 - A RESOLUTION AUTHORIZING THE SALE OF 200 S. FIRST AVE., MORTON IL**
- VI. ADJOURNMENT**

RESOLUTION NO. 26-21

A RESOLUTION AUTHORIZING THE SALE OF 200 S. FIRST AVE., MORTON IL

WHEREAS, the Village of Morton owns the following described real property:

The Northwestern half of even width of Lot One (1), and an undivided one-half interest in the Northeasterly 25 feet of even width of the Northwestern half of Lot Three (3), all in Block Nine (9) in J.M. Campbell's First Addition to the Village of Morton, together with an easement over the Northerly three feet four inches of even width of the Northwestern half of even width of Lot Two (2) in said Block Nine (9) in J.J. Campbell's First Addition for ingress and egress to improvements situated on said Northwestern half of even width of Lot One (1); subject, however, to an easement over the Southerly three feet of even width of said Northwestern half of Lot One (1) for ingress and egress to improvements situated on said Lot Two (2), situated in the County of Tazewell and State of Illinois

PIN: 06-06-20-237-001

which property is located at 200 S. First Ave., Morton, Illinois and is a unit in a two unit commercial building, along with an undivided one-half interest in a portion of the parking lot for such building; and

WHEREAS, the Trustees of the Village of Morton have determined that it is no longer necessary, appropriate, or in the best interest of the Village of Morton that the Village of Morton retain title to said real estate, and that said real estate is not required for the use of, or profitable to the Village of Morton; and

WHEREAS, the Trustees of the Village of Morton have determined that the foregoing described property is surplus public real estate; and

WHEREAS, the Board of Trustees of the Village of Morton, pursuant to 65 ILCS 5/11-76-4.1 previously have obtained a written Certified Appraisal conducted by a licensed real estate appraiser of the foregoing described property and said appraisal has been available for public inspection; and

WHEREAS, the Village of Morton has received a written proposal to purchase the foregoing described property as set forth in the attached written proposal, which is marked as Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the size of the foregoing property is as follows: 45' x 90' (PIN 06-06-20-237-001) and an undivided one-half interest in 25'x90' (PIN 06-06-20-237-009); and

WHEREAS, the use of the foregoing described property is vacant commercial unit and parking lot; and

WHEREAS, the zoning of the foregoing described property is B-2 Commercial; and

WHEREAS, the Village of Morton has determined that the proposal is in the best interest of the Village of Morton; and

WHEREAS, the proposed offer to purchase the foregoing described real estate is at a price not less than 80% of the foregoing certified appraised value; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4.1 the Village President and Village Clerk as staff of the Village of Morton are hereby directed to sell the real estate that is the subject of this Resolution as set forth within this Resolution.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Morton as follows:

1. The President and Board of Trustees of the Village of Morton find as facts the recitals hereinabove set forth.
2. The offer to purchase as set forth on Exhibit A attached hereto is hereby accepted by the President and Board of Trustees of the Village of Morton, and the signature of the Village President thereon is hereby ratified.
3. Upon satisfaction of the terms of the aforesaid contract and upon the payment in the manner provided in said contract, the President is hereby authorized and directed to convey and transfer the aforesaid real estate to by a proper deed of conveyance, stating therein the aforesaid consideration, and the Village Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the Village of Morton.
4. The President and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.
5. This Resolution has been approved by a vote of at least two-thirds of the corporate authorities now holding office, and this Resolution shall be in full force and effect from and after its passage and publication.

PASSED AND APPROVED at a meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2021; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2021.

President

ATTEST:

Village Clerk

REAL ESTATE ACQUISITION AGREEMENT
Commercial Building

THIS AGREEMENT made and entered into on the Execution Date, by and between the **VILLAGE OF MORTON**, an Illinois municipal corporation, (hereinafter referred to as "Seller") and **GL PROPERTY MANAGEMENT, INC.**, an Illinois corporation, (hereinafter referred to as "Buyer").

- 1. Description of Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, that real estate, hereinafter called the "Property," described as follows:

The Northwestern half of even width of Lot One (1), and an undivided one-half interest in the Northeasterly 25 feet of even width of the Northwestern half of Lot Three (3), all in Block Nine (9) in J.M. Campbell's First Addition to the Village of Morton, together with an easement over the Northerly three feet four inches of even width of the Northwestern half of even width of Lot Two (2) in said Block Nine (9) in J.J. Campbell's First Addition for ingress and egress to improvements situated on said Northwestern half of even width of Lot One (1); subject, however, to an easement over the Southerly three feet of even width of said Northwestern half of Lot One (1) for ingress and egress to improvements situated on said Lot Two (2), situated in the County of Tazewell and State of Illinois

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and commonly known as 200 South First Street, Morton, Illinois 61550. Also included in the sale price and within the definition of the Property used herein are all improvements including all fixtures and equipment, if any, located in, about and being appurtenant to the Property.

- 2. Purchase Price.** The purchase price for the Property shall be TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and shall be paid at closing. Buyer shall deposit FIVE THOUSAND DOLLARS (\$5,000.00) herewith referred to as earnest money, to be placed into escrow with McGrath Law Office, P.C. upon mutual execution of this contract.

The Earnest Money shall be credited against the purchase price at closing.

3. **Personal Property.** The purchase price shall include the television and television stand, the refrigerator located in the basement of the Property. Seller shall remove all other furniture from the Property before closing excepting the furniture located in the back office which shall remain the property of Seller and be removed when Seller vacates that office pursuant to the terms of this Agreement. Seller shall retain ownership of 11 tables on wheels and 15 black chairs located in the basement of the Premises, which furniture shall be available for the use of Buyer at any time and from time to time, and shall otherwise remain in the basement of the leased premises for a period of not more than two years from the date of closing, at which time the furniture shall be removed by Seller, and in the event Buyer so elects, Seller shall at the time the furniture is removed from the basement also remove 9 orange chairs from the basement of the Premises.
4. **Evidence of Title.** 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 in the amount of the full purchase price, and title will be conveyed subject only to the following (the "Permitted Exceptions"):
 - 4.1. The lien of general taxes not yet due;
 - 4.2. Building, use and occupancy restrictions, covenants and conditions of record, if any;
 - 4.3. Easements of record, if any; and
 - 4.4. Leases of existing tenants in the Property, subject to Buyer's approval as provided herein.
 - 4.5. Notwithstanding the foregoing, nothing in items (4.2) or (4.3) above or in any applicable building ordinance or any other applicable law shall prevent or unreasonably interfere with Buyer's intended use of the Property for commercial building purposes. Such title insurance commitment shall be delivered to Buyer not later than March 1, 2021. Buyer shall have until March 10, 2021, 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 March 15, 2021. Any objections to title not made in writing to Seller before March 15, 2021, 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.

5. **Closing.** 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 March 19, 2021, unless otherwise agreed to in writing by both Seller and Buyer.
6. **Seller's Deliveries.** 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:
 - 6.1. A recordable Corporate Warranty Deed from Seller to Buyer subject only to the Permitted Exceptions;
 - 6.2. 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;
 - 6.3. 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.
 - 6.4. State of Illinois and County of Tazewell documentary stamp and transaction declarations.
7. **Buyer's Deliveries.** At the Closing, Buyer shall cause to be delivered to Seller:
 - 7.1. that portion of the Purchase Price required to be paid pursuant to Section 2 hereof; and
 - 7.2. such other and further documents required by the title insurance company or reasonably necessary to close the transaction.
8. **Further Assurances.** 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.

9. Possession. Possession of the Property shall be delivered to Buyer at Closing, subject to the Seller having the right to occupy the back office on the premises rent free until December 31, 2021. Seller grants Buyer the right to enter upon the premises on March 1, 2021 for the limited purposes of painting and moving Buyer's furniture into the Property. In the event Buyer so elects, Buyer shall be permitted to make improvements to the Property prior to Closing, except however in the event Buyer performs work to the premises prior to Closing other than painting, Buyer's earnest money shall become nonrefundable..

10. Damage Prior to Closing. 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.

11. Seller's Warranties and Representations. 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):

11.1. that Seller has not received any notice of any pending eminent domain proceedings against all or any part of the Property;

11.2. 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;

11.3. 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;

11.4. 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.

12. Buyers Inspections and Contingencies. Buyer or its representatives shall be afforded reasonable access to the Property from and after Seller's acceptance of Buyer's offer embodied in this Agreement in order to inspect the same for compliance with the terms hereof. Seller

shall provide Buyer, free of charge, with complete copies of all building plans and specifications for the Property in its possession. Buyer's obligation to close this transaction is expressly subject to and conditioned upon, but not limited to, all of the following:

- 12.1. Financing contingency: Buyer's obligations under this Agreement are contingent upon its securing adequate financing from a financial institution, upon terms acceptable to Buyer in Buyer's sole discretion, on or before March 1, 2021. Buyer shall exert due diligence in pursuing, applying for and obtaining such a financing, including applying for financing within three (3) business days of the execution hereof.
- 12.2. Sale of Buyer's Property Contingency: Buyer's obligations under this Agreement are contingent upon its sale of real property located at 370 E. Courtland, Morton, Illinois and the closing of the sale of said real estate on or before March 19, 2021.
- 12.3. 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;
- 12.4. 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;
- 12.5. Buyer examines the applicable building codes and determines, in Buyer's opinion, that any code required building modifications to the Property are not cost prohibitive;
- 12.6. Buyer determines that the zoning classification of the Property permits the Buyer's intended use of the property.
- 12.7. 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;
- 12.8. Buyer, at its option and expense, obtains a satisfactory termite report on the Property; and
- 12.9. **Indemnity Agreement:** Buyer's obligations under this Agreement are contingent upon Seller executing an Indemnity Agreement in which Seller agrees to indemnify Buyer for liability and damages caused by Buyer's use of the back office located on the premises through December 31, 2021. The final form to be agreed upon by Seller's attorney.

13. Buyer's Notice of Contingencies. In connection with the Buyer's contingencies set forth above, if Buyer informs Seller on or before March 12, 2021 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.

14. Inspection Indemnification. Buyer agrees to protect, indemnify, defend and hold Seller and its officers, employees, agents and its 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 or by the painting or remodeling activities permitted under the terms of this Agreement.. This agreement of indemnification shall apply and survive any termination of this Agreement by Buyer for any reason other than default by Seller.

15. Earnest Money. Upon written request by Buyer or Seller for return or delivery of the earnest money, the holder shall promptly give the other party a copy of the request, and provide both parties a statement of how the holder proposes to distribute the earnest money. If the holder does not receive written objection to the proposed distribution from Buyer or Seller within thirty (30) days from the service of the request and statement, the holder may proceed to distribute the earnest money in accordance with the proposed distribution. The Buyer and Seller instruct the holder of the earnest money that in the event of any dispute regarding the right to the earnest money, the holder shall retain the funds until receipt of joint written instruction from both Seller and Buyer or Order of Court. Alternatively, the holder may interplead any funds held into the Court for distribution after resolution of the dispute between the Seller and Buyer.

16. Payment of Expenses. All title work expense and recording fees on all instruments required to clear title shall be paid in full by Seller at or before closing. Seller is not subject to the payment of County and State documentary stamps. The recording fees on the deed conveying title to Buyer shall be paid by Buyer.

17. Warranties as to Condition of Property. 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. Seller's only warranty as to the condition of the Property is that Seller shall not remove or alter, or allow any other party to remove or alter any of the existing improvements on the Property without the prior written consent of the Buyer.

18. Commissions. Both parties warrant and represent that upon closing the transaction, Seller shall pay Sandy Glover of Keller Williams Premier Realty a real estate commission of \$4,000.00. Seller and Buyer warrant that no other commission or fee due and payable by reason of this transaction exists.

19. Prorations and Adjustments.

19.1. Taxes. There are no real estate taxes assessed against the Property. All 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.

19.2. Utilities. Charges of water, electricity, sewer rental, gas, and all other utilities, and charges under all Service Contracts shall be prorated on a per diem basis as of midnight of the Closing Date, disregarding any discount or penalty and on the basis of the fiscal year or billing period of the authority, utility or other person levying or charging for the same. If the consumption of any of the foregoing is measured by meters, then in lieu of apportionment as aforesaid, Seller shall, not earlier than the day preceding the date of Closing, obtain a reading of each such meter and Seller shall pay all charges there under through the date of the meter readings. If there is no such meter or if the bills for any of the foregoing have not been issued prior to the date of Closing, the charges therefore shall be adjusted at the Closing on the basis of the charges for the prior period for which bills were issued and shall be further adjusted when the bills for the current period are issued. Seller and Buyer shall cooperate to cause the transfer of the Property's utility accounts from Seller to Buyer.

20. Default. If either party does not perform any obligation under this Contract (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 10 days of the notice, the non-defaulting party may pursue any remedy available at law or equity, including specific performance. In the event of litigation, the defaulting or losing party shall pay upon demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party.

21. Default Fees and Costs. In the event either Seller or Buyer defaults under the terms hereof making it necessary for the other party to incur attorney's fees in enforcing the terms of this Agreement through litigation, the successful party to the litigation shall be entitled to be

reimbursed by the unsuccessful party to the litigation for the expenses and costs of litigation, including reasonable attorney's fees incurred by the successful party, and shall be entitled to a judgment for said expenses, costs and attorney's fees against the unsuccessful party to the litigation.

22. Merger. The representations and warranties contained herein shall survive the closing and not be merged in the deeds to be delivered hereunder.

23. 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.

24. Notices. All notices with reference to this Agreement shall be delivered to the parties by mail effective upon deposit in the U.S. Mail, certified, return receipt requested, or via fax machine transmission as follows:

If to Buyer:

John M. Churchill
370 E. Courtland
Morton, IL 61550

With a Copy to:

Mitch Gilfillan
Quinn Johnston
227 NE Jefferson
Peoria, IL 61602
(309) 674-1133
mgilfillan@quinnjohnston.com

If to Seller:

Jeffrey L. Kaufman
120 N. Main Street
Morton, IL 61550

With a Copy to:

Patrick B. McGrath
McGrath Law Office, PC
1600 S. 4th
Suite 137
Morton, IL 61550
309-266-6211
pmcgrath@mcgrathpc.com

25. Applicable Law. This Agreement and the rights and obligations of the parties hereto shall

be governed by the laws of the State of Illinois.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective assigns. Buyer may assign its rights under this Agreement by written instrument delivered to Seller.

27. Time for Performance. Time is of the essence for this Agreement.

28. 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.

29. Section 1031 Exchange. If either party elects to use the sale or purchase of this Property as part of a like-kind exchange under IRC Section 1031, the other party shall cooperate without incurring any additional liability or financial obligation.

IN WITNESS WHEREOF, this Agreement has been duly executed by Buyer and Seller on the last date noted below (the "Execution Date").

February 22, 2021

February 26, 2021

BUYER:

SELLER:

GL Property Management, Inc.

Village of Morton

By: 
John M. Churchill, President

By: 
Jeffrey L. Kaufman