

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, MAY 15, 2023
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
 - A. Public Hearing on Exchange of 88 acres more or less of farmland off Broadway Road, Morton IL for 18.737 ac. and 0.757 ac. off Detroit Ave., 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 – May 1, 2023
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Spring Tourism Grant Recommendations
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
 - A. Ordinance 24-06: An Ordinance Authorizing Purchase of 116 Acres off Broadway Road from Rassi
 - B. Ordinance 24-07: An Ordinance Authorizing Exchange of 88 acres +/- of farmland off Broadway Road for 18.737 ac. and 0.757 ac. off Detroit Ave.
 - C. Resolution 01-24: A Resolution Authorizing sale of 12.00 acre of farmland off Birchwood Road and Detroit Ave., to Springfield Clinic LLP
 - D. Resolution 02-24: A Resolution Authorizing sale of 28.13 ac., +/-, of farmland off Broadway Rd. to Mark Roth and Brooke Roth
 - E. Ordinance 24-08: An Ordinance Making Amendments to Chapter 3 of Title 5 of the Morton Municipal Code Regarding Fire and Life Safety Inspections
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Ordinance 24-09: An Ordinance Authorizing the Sale of 1998 E-One Pumper Fire Truck
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Hilliard
 - C. Trustee Leitch
 - 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., May 1, 2023**

After calling the meeting to order, the Pledge of Allegiance was recited and Clerk Evans called the roll, finding the following members present: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – Leigh Ann Brown made announcements on behalf of the Morton Chamber of Commerce and Economic Development Council.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – April 17, 2023
- B. Approval of Bills

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

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
No: None – 0.
Absent: None – 0.
Abstain: None – 0.

VILLAGE PRESIDENT – President Kaufman issued a proclamation honoring the Morton Civic Chorus and the Central Illinois Memorial Kidney Fund. This proclamation was read by Attorney McGrath, signed by President Kaufman and Clerk Evans, and then presented by President Kaufman.

President Kaufman then noted that he sent an email to the Trustees and Staff regarding the Police & Fire Commission and potential new hires.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick requested approval of recommended Building Improvement Grants. Trustee Leitch moved to approve with Trustee Parrott giving a second before approval by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
No: None – 0.
Absent: None – 0.
Abstain: None – 0.

CHIEF OF POLICE – None.

CORPORATION COUNSEL – Attorney McGrath presented ORDINANCE 24-01: AN ORDINANCE SETTING A PUBLIC HEARING ON A PROPOSAL TO EXCHANGE 88 ACRES MORE OR LESS OF FARMLAND OFF BROADWAY ROAD, MORTON ILLINOIS FOR 18.737 ACRES AND .757 ACRES OFF OF DETROIT AVE., MORTON IL. Trustee Newman moved to approve and Trustee Parrott seconded before approval by the following roll call vote:

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

No: None – 0.

Absent: None – 0.

Abstain: None – 0.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – DFES Kelley thanked all of the neighboring departments for assisting Morton with the recent business fire.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk requested acceptance of Bid for the East Jackson Street Sewer Separation Project in the Amount of \$ 695,068.72 and Award of Contract for Same to Otto Baum Co., Inc. There was significant discussion regarding the single bidder for this project and how to obtain more in the future. Trustee Hilliard moved to approve with Trustee Newman giving a second before approval by the following roll call vote:

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

No: None – 0.

Absent: None – 0.

Abstain: None – 0.

DPW Loudermilk then presented ORDINANCE 24-02: AN ORDINANCE MAKING AMENDMENTS TO SECTION 8-4-16 REGARDING WATER LEAKAGE FORGIVENESS. There was light discussion regarding the frequency of requests for this type of forgiveness before Trustee Newman moved to approve. The motion was seconded by Trustee Leitch before approval by the following roll call vote:

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

No: None – 0.

Absent: None – 0.

Abstain: None – 0.

Next, DPW Loudermilk presented ORDINANCE 24-03: AN ORDINANCE MAKING AMENDMENT TO CHAPTER 1 OF TITLE 4 OF THE MORTON MUNICIPAL CODE REGARDING BUILDING PERMITS FOR FOUNDATION REPAIR. There was some discussion regarding the need for this Ordinance and also details surrounding it. Trustee Menold moved to bring this item to the floor for discussion and a vote and it was seconded by Trustee

Hilliard. After light discussion, Trustee Newman moved to amend the initial motion by lowering the fee to \$50.00. This motion to amend was seconded by Trustee Parrott, but failed by the following roll call vote:

- Yes: Newman, Parrott – 2.
- No: Blunier, Hilliard, Leitch, Menold – 4.
- Absent: None – 0.
- Abstain: None – 0.

The initial motion to approve the Ordinance as written was approved by the following roll call vote:

- Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
- No: None – 0.
- Absent: None – 0.
- Abstain: None – 0.

After the vote, DPW Loudermilk presented ORDINANCE 24-04: AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 4 OF TITLE 8 OF THE MORTON MUNICIPAL CODE REGARDING WATER METER REGULATIONS. Trustee Newman moved to approve and it was seconded by Trustee Leitch before approval by the following roll call vote:

- Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
- No: None – 0.
- Absent: None – 0.
- Abstain: None – 0.

Finally, DPW Loudermilk presented ORDINANCE 24-05: AN ORDINANCE MAKING AMENDMENTS TO SECTION 8-4-14 OF THE MORTON MUNICIPAL CODE REGARDING FIRE SPRINKLER SYSTEMS. Trustee Menold moved to approve and it was seconded by Trustee Leitch before approval by the following roll call vote:

- Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
- No: None – 0.
- Absent: None – 0.
- Abstain: None – 0.

ZONING AND CODE ENFORCEMENT OFFICER – None.

- VILLAGE TRUSTEES**
- Trustee Blunier – None.
 - Trustee Hilliard – None.
 - Trustee Leitch – None.
 - Trustee Menold – None.
 - Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSIONS – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

ADJOURNMENT SINE DIE – Trustee Newman moved to adjourn sine die and it was seconded by Trustee Parrott before approval by the following roll call vote:

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

No: None – 0.

Absent: None – 0.

Abstain: None – 0.

SWEARING IN OF NEWLY ELECTED OFFICIALS – Clerk Evans administered the oath of office to newly elected Trustees Menold, Leitch, and Blunier.

ADJOURNMENT

With no further business to come before the Board, Trustee Menold moved to adjourn. The motion was seconded by Trustee Leitch and followed by unanimous voice vote of all present board members.

PRESIDENT

ATTEST:

VILLAGE CLERK



Memo

To: President & Board of Trustees

From: Julie Smick

Date: May 8, 2023

Re: Morton Spring Tourism Grant Round Recommendations

The Tourism Grant applications received for the Spring grant round have been reviewed.

There are two types of grants an organization can apply for:

- **Community Grant** is capped at \$3,000 and is for events which bring people into town and gain recognition for the community. These do not generate a lot of overnight hotel stays but do increase restaurant traffic, educational opportunities and improve the quality of life for residents.
- **Overnight Grant** is capped at \$10,000. The Overnight Grant requires at least 50 overnight hotel stays. These events normally provide greater economic benefits to the community and provide a higher level of non-economic benefits for the community and its visitors.

Below are the recommended grant awards.

Event	Hosting Organization	Requested Grant Amount	Recommended Grant Amount	Comments
Arts in the Park	Morton Fine Arts Assoc.	\$3,000	\$1,000	Event is self-sustaining
Kids' Muddy Madness	Morton-to-Peoria St. Jude Run	\$3,000	\$1,000	Event is self-sustaining
Pumpkin Festival	Morton Chamber	\$10,000	\$10,000	None
Ledgestone Disc Golf Open	Nate Heinold LLC	\$10,000	\$10,000	None
PDGA Junior & Amateur World Disc Golf Championship	Nate Heinold LLC	\$10,000	\$10,000	None
Handel Messiah Concert	Morton Community Chorus	\$3,000	\$2,500	Event is self-sustaining
Morton Girls Softball Tournaments (4 weekends)	Morton Girls Softball Association	\$20,000	\$18,000	Event is self-sustaining
Morton High School Band Competition	Morton High School Band Boosters	\$10,000	\$8,100	Hotel stays are low, event is self-sustaining
Morton Youth Baseball Tournaments (4 weekends)	Morton Youth Baseball Assoc.	\$40,000	\$18,000	Events are self-sustaining

Morton High Soccer Invitational	Morton High School Athletics	\$7,500	\$6,500	Event is self-sustaining
Morton High Girls Basketball Tournament	Morton High School Athletics	\$5,500	\$4,500	Event is self-sustaining
Morton High Wrestling Invitational	Morton High School Athletics	\$6,000	\$5,000	Event is self-sustaining
Morton Distance Gala	Morton High School Athletics	\$1,500	\$1,500	None
Christmas in July	PLaCE	\$500	\$500	None
Trick or Treat Main Street/Food Truck Boonanza	PLaCE	\$200	\$200	None
Hometown Holidays	PLaCE	\$2,000	\$2,000	None
Film & Food Fest	PLaCE	\$1,000	\$1,000	None
Farmers Market & More	PLaCE	\$2,000	\$2,000	None
Pumpkin Festival	Morton Chamber of Commerce	\$10,000	\$10,000	None
Tri-Co. Tennis Tournament	Tri-Co Tennis Inc.	\$3,000	\$2,500	Event is self-sustaining

If you have any questions, please feel free to contact me.

ORDINANCE NO. 24-06

AN ORDINANCE AUTHORIZING PURCHASE OF 116 AC. +/-REAL PROPERTY OWNED BY GARY K. RASSI, DEBORAH R. RASSI AND GREGORY G. RASSI LOCATED OFF BROADWAY ROAD, MORTON, ILLINOIS

WHEREAS, Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi are the owners of certain real property located off of Broadway Road, Morton, Illinois (hereinafter "Subject Property"), and

WHEREAS, to facilitate the acquisition of a certain tract of land off of Detroit Ave., and Birchwood Road, the Village of Morton desires to buy and Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi are willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as Exhibit A.

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

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

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

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

Seller: Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi 25678 Broadway Road Morton, Illinois 61550	Buyer: Village of Morton 120 N. Main Street Morton, Illinois 61550
Phone: 309-339-5067	Phone: 309-266-6211
Email: grassi@speednet.com	Email:
Seller's Attorney:	Buyer's Attorney: McGrath Law Office Patrick B. McGrath 1600 S. Fourth Ave., Ste. 137 Morton, Illinois 61550
Phone:	Phone: 309-266-6211
Fax:	Fax: 309-266-6988
Email:	Email: realestate@mcgrathpc.com
Listing Broker: NONE	Selling Broker: NONE
Email:	Email:
Phone:	Phone:
Fax:	Fax:

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 Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi, 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 116 +/- acres off Broadway Road, Morton, Illinois, assigned P.I.N. 06-06-33-400-013, 06-06-33-200-002 and 06-06-33-300-013 legally described as follows:

See Attached Exhibit A

The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.
 - b. **"Closing Date"** means May 31, 2023.
 - c. **"Financing Deadline"** means N/A.
 - d. **"Escrow Agent"** means McGrath Law Office, P.C.

2. **PRICE AND PAYMENT:** That SELLER agrees to sell the Subject Property to BUYER, who agrees to pay \$22,000.00 per surveyed acre therefor in the manner following: \$10,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement to be held by the Escrow Agent in escrow until closing and the remainder 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 premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the SELLER and issued to BUYER after delivery of deed. SELLER shall obtain the title insurance commitment through McGrath Law Office, P.C.
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.
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 for 2022 payable in 2023 shall be paid by SELLER by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and the latest known tax rate. All general real estate taxes for 2023 payable in 2024 and subsequent years shall be paid by BUYER. 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. **SURVEY:** This Contract is subject to BUYER obtaining, at BUYER'S expense, a survey of the premises. SELLER will cooperate with BUYER's obtaining the survey.
10. **TOXIC OR HAZARDOUS WASTE:** SELLER is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have

been received from the Illinois Environmental Pollution Control Board or any other governmental entity with regard to toxic or hazardous waste problem with the property.

11. **SELLER'S WARRANTIES:** SELLER hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:
 - a. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act.
 - b. Additional Warranties: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."
12. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
 - a. Both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
 - b. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
 - c. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
 - d. The property that is to be sold through this Contract is not subject to the Residential Real Property Disclosure Report form due to the fact that the property is not residential real property within the meaning of the Residential Real Property Disclosure Act or in the alternative, is specifically excepted from a disclosure pursuant to Section 15 of said Act.
 - e. Time is of the essence of this Contract.
 - f. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
 - g. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
 - h. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any.
 - i. SELLER hereby authorizes any Lender that holds a mortgage on the property that is the subject of this Contract to release the mortgage payoff statement directly to McGrath Law Office, P.C. upon request by a representative of said law firm. In the event that any inaccurate information is given to McGrath Law Office, P.C. concerning the mortgage payoff, SELLER agrees to pay any shortage within seven days of request for payment. SELLER further agrees not to make any further advancements or charges

in connection with any home equity loan that SELLER may have on the property that is the subject of this Authorization.

- j. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the SELLER'S attorney to prepare the required P-TAX form.
13. **ESCROWEE:** The parties agree that Escrow Agent is hereby designated as escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction. In the event the Escrow Agent is an attorney for BUYER or SELLER, the parties hereto waive any conflict of interest presented.
14. **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.
15. **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.
16. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
17. **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.
18. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
19. **WAIVER OF CONFLICT:** SELLER hereby acknowledges the disclosure made to them that McGrath Law Office, P.C. is representing the BUYER in the purchase of SELLER'S property which is the subject of this Contract. SELLER and BUYER each hereby waive the conflict of interest that exists as a result of McGrath Law Office, P.C.'s representation of the BUYER. By agreement of the parties, and under direction of the parties, McGrath Law Office, P.C. shall represent only BUYER with regard to the sale of the property that is the subject of this Contract.
20. **CONTINGENCY:** BUYER'S obligation to complete this Contract is subject to Buyer closing on the sale of certain property located at the corner of Birchwood Street and Detroit Avenue

in Morton, Illinois to Springfield Clinic, LLP, an Illinois limited partnership. In the event that Springfield Clinic, LLP elects to exercise its option to terminate said contract with the Village of Morton, then the Village of Morton may elect to provide SELLER with written notice of its intent to terminate this contract, and upon receipt of said notice by SELLER, BUYER's earnest money paid hereunder shall be returned to BUYER.

21. **ENTIRE AGREEMENT**: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations, or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

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

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Agreement, of equal effect.

DATE SIGNED BY BUYER: _____, 2023.

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

BUYER:

Village of Morton

Village President

[The remainder of this page is intentionally left blank]

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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: _____, 2023.

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

SELLER:

Gary K. Rassi

Deborah R. Rassi

Gregory G. Rassi

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EXHIBIT A

TRACT 1:

The West Half of the Southeast Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the following three tracts of real estate:

EXCEPTION I: A part of the West Half of the Southeast Quarter of Section 33, Township 25 North, Range Three West of the Third Principal Meridian, beginning at the Southwest corner of the West Half of the Southeast Quarter of said Section 33, running thence North on the half Section line 180 feet, thence East 136.5 feet, thence South 180 feet to the Section line, thence West 136.5 feet to the place of beginning.

EXCEPTION II: A part of the Southeast Quarter of said Section 33, beginning at the Southeast corner of the West Half of the Southeast Quarter of Section 33, thence South 89°E 54'14" West along the South line of the Southeast Quarter of said Section 33, a distance of 435.75 feet; thence North 01°E 14' 57" East a distance of 500.00 feet; thence North 89°E 54'14" East, a distance of 435.75 feet to a point on the East line of the West half of the Southeast Quarter of said Section 33; thence South 01°E 14'57" West, a distance of 500.00 feet to the point of beginning.

EXCEPTION III: All the Northwesterly part of the West Half of the Southeast Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois that lies northwest of the centerline of Bull Run Creek containing 0.272 acres more or less.

PIN: 06-06-33-400-013

TRACT 2:

Tract 10B as shown on a plat of survey recorded in Plat Book 000, at Page 147, and more particularly described as follows: A part of the South Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, also known as being a part of Lot 10 as recorded in Plat Book H, at Page 473, and being further described as follows: Commencing at an iron rod marking the center of said Section 33, also being the southwest corner of said Lot 10; thence North 87°56'31" E, along the south line of said Lot 10, a distance of 144.64 feet to the Point of Beginning; Thence continuing North 87° 56' 31" East, along the south line of said Lot 10, a distance of 1164.03 feet to the southeast corner thereof; Thence North 00°31'46" West, along the east line of said Lot 10, a distance of 355.82 feet to the approximate centerline of Bull Run Creek; Thence South 75°36'04" West along said approximate centerline, a distance of 209.86 feet; Thence South 72°09'14" West, along said approximate centerline, a distance of 301.43 feet; thence South 75°46'04" West, along said approximate centerline, a distance of 302.07 feet; Thence South 64°37'41" West, along said approximate centerline, a distance of 417.24 feet to the Point of Beginning.

PIN: 06-06-33-200-002

TRACT 3:

The Southeast Quarter of the Southwest Quarter of Section 33, in Township 25 North, Range 3 West of the Third Principal Meridian, subject however, to an easement established by the Rassi Family Easement Agreement recorded in Book 4132, Page 25 in the Recorder's Office of Tazewell County, Illinois, more

particularly described as follows: Commencing at a point on the South line of Tract 3, being 42.5 feet West of the Southwest corner of the Southeast Quarter of Section 33, thence North 196.5 feet at a right angle to the preceding course, thence East 42 ½ feet at a right angle to the preceding course, thence North at a right angle to the preceding course along a line, which is the West line of the Southeast Quarter of Section 33, to the Northwest corner of the Southeast Quarter, thence East 16 ½ feet at a right angle to the preceding course, thence South at a right angle to the preceding course on a line parallel to the West line of said Southeast Quarter, to a point 180 feet North of the South line of said Southeast Quarter, thence West 42.5 feet at a right angle to the preceding course, thence South 180 feet at a right angle to the preceding course, thence West 16 ½ feet at a right angle to preceding course to the Point of Beginning,

AND a tract of land described as follows: to wit:

All the Southeasterly part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois that lies southeast of the centerline of Bull Run Creek containing 0.205 acres more or less

AND EXCEPTING a tract of land described as follows, to wit:

Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 33, running thence west on the section line 26 feet, thence north 180 feet, thence east 26 feet, to the half section line, thence south on the half section line 180 feet to the place of beginning, situated in the County of Tazewell, in the State of Illinois.

AND FURTHER EXCEPTING a tract of land described as follows, to wit:

All the Westerly part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois that lies west of the centerline of Bull Run Creek containing 0.514 acres more or less.

AND FURTHER EXCEPTING a tract of land described as follows, to-wit:

All of the Northerly part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois that lies north of the centerline of Bull Run Creek, containing 1.263 acres more or less.

PIN: 06-06-33-300-013

ORDINANCE NO. 24-07

AN ORDINANCE AUTHORIZING THE EXCHANGE OF 88 ACRES MORE OR LESS OF FARMLAND OFF BROADWAY ROAD, MORTON ILLINOIS FOR 18.737 ACRES AND .757 ACRES OFF OF DETROIT 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 May 1, 2023 pursuant to 65 ILCS 5/11-76-2.1; and

WHEREAS, a notice of public hearing was duly published in a newspaper of general circulation in the Village of Morton, with said notice being published 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 Agreement attached hereto as Exhibit A is 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 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 _____ 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

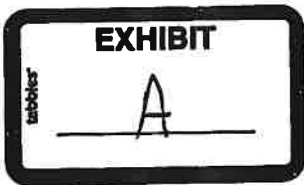
REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into on the Execution Date, by and between **JAMES L. HODEL as Trustee of a certain trust known as The Hodel Family Revocable Trust** (hereinafter referred to as "HODEL") and **VILLAGE OF MORTON** (hereinafter referred to as "VILLAGE"). For convenience purposes throughout this agreement, from time to time the terms BUYER and SELLER may be used herein. Unless context clearly requires otherwise, BUYER shall be interpreted to mean the party who is acquiring title to a parcel of real estate by reason of the exchange contemplated by this Agreement, and SELLER shall be interpreted to mean the party conveying title to a parcel of real estate by reason of this exchange.

1. Description of Property.

2.A. HODEL agrees to convey to VILLAGE, upon the terms and conditions set forth herein, the following property: (a) all that part lying South of the railroad right of way of a certain parcel of land assigned PIN 06-06-20-100-003 legally described on Exhibit A being approximately 18.7 acres +/- and commonly known as 451 W. Birchwood Street, Morton Illinois; and (b) a right of way dedication of a strip of land of even width along the east boundary of the remaining portion of that certain parcel assigned PIN 06-06-20-100-003, abutting the Detroit Ave. right of way. Together, the aforesaid parcels shall hereinafter collectively be referred to as the BIRCHWOOD PARCEL. The exact legal description for the BIRCHWOOD PARCEL shall be determined by a survey obtained by VILLAGE at the expense of VILLAGE. Such survey shall be subject to review and approval by HODEL. The conveyance of the right of way parcel will not limit access to HODEL's remaining property.

B. VILLAGE agrees to convey or cause to be conveyed to HODEL upon the terms and conditions set forth herein a portion of those certain parcels assigned PINS 06-06-32-200-009, 06-06-32-200-008, 06-06-32-200-012, 06-06-32-200-013, and 06-06-32-200-010, totaling not less than 80 tillable acres located off S. Fourth Ave., Morton Illinois, and being known hereinafter as the FOURTH ST. PARCEL. The exact legal description for the FOURTH ST. PARCEL shall be determined by a survey obtained by VILLAGE at the expense of VILLAGE. Such survey shall be subject to review and approval by HODEL.



3. **Purchase Price.** The parties hereto agree that the value of the interests exchanged hereunder is equal. No cash boot shall be exchanged between HODEL and VILLAGE. The parties stipulate and agree that the value of the respective interests exchanged hereunder is \$1,500,000, based on the appraisal of Glassey & Glassey Appraisal Service effective July 20, 2022.
4. **Evidence of Title.** HODEL shall furnish VILLAGE, at HODEL's expense, with an up-to-date commitment for title insurance issued by a reputable title company and reasonably acceptable to VILLAGE with respect to the BIRCHWOOD PARCEL in the amount of \$1,500,000. VILLAGE shall furnish HODEL, at VILLAGE's expense, with an up-to-date commitment for title insurance issued by a reputable title company and reasonably acceptable to VILLAGE with respect to the FOURTH ST. PARCEL in the amount equal to \$1,500,000. 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, so long as none of the foregoing are objectionable to the BUYER;
 - 4.3. Easements of record, if any provided they will not unreasonably interfere with BUYER's use of the Property; and
 - 4.4. Leases of existing tenants in the Property, subject to BUYER'S approval as provided herein.

Such title insurance commitments shall be delivered within thirty (30) days of signing this Agreement. BUYER shall have ten (10) days 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 ten (10) days following receipt of title commitment. Any objections to title not made in writing to SELLER before ten (10) days following receipt of title commitment 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.

5. **Closing.** Closing shall take place at the offices of the title company unless otherwise agreed to by the parties. Closing of this transaction shall be held on or before March 31, 2023, unless otherwise agreed to in writing by HODEL and VILLAGE.
6. **Seller's Deliveries.** At Closing, each SELLER shall deliver, or cause to be delivered to BUYER, the following for the parcel such SELLER is conveying, 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 Special Warranty Deed or Trustee's Deed as applicable 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. **Further Assurances.** VILLAGE and HODEL 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 effectuate the exchange transaction contemplated hereunder.
8. **Possession.** Possession of the BIRCHWOOD PARCEL shall be delivered to VILLAGE at Closing. Possession of the FOURTH ST. PARCEL shall be delivered to HODEL at Closing. Possession when delivered shall be subject to existing farm tenancies, if any.
9. **Seller's Warranties and Representations.** Each SELLER hereby expressly warrants to their respective 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):

- 9.1. that SELLER has not received any notice of any pending eminent domain proceedings against all or any part of the Property;
- 9.2. that SELLER has not received any notices relating to zoning, building, environmental or health violations with respect to the Property; that there are no suits or judgments relating to 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;
- 9.3. 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.

10. Village's Contingencies. VILLAGE or its representatives shall be afforded reasonable access to the Property from and after HODEL'S acceptance of VILLAGE'S offer embodied in this Agreement in order to inspect the same for compliance with the terms hereof. VILLAGE'S obligation to close this transaction is expressly subject to and conditioned upon, but not limited to, all of the following:

- 10.1. VILLAGE obtaining title to the FOURTH ST. PARCEL by, on or before March 24, 2023.
- 10.2. A physical inspection of the BIRCHWOOD PARCEL and all improvements thereon, at VILLAGE'S sole expense, and VILLAGE concludes in its opinion that such property is acceptable to BUYER;
- 10.3. VILLAGE, at its option and expense, performs an environmental inspection of the BIRCHWOOD PARCEL the findings of which are in its opinion acceptable to VILLAGE;
- 10.4. VILLAGE performs such financial, business and economic analyses as it deems appropriate to evaluate the feasibility and advisability of purchasing the BIRCHWOOD PARCEL as it relates to its short- and long-term plans, and VILLAGE concludes in its opinion that the purchase is both feasible and advisable.

11. Hodel's Contingencies. HODEL or its representatives shall be afforded reasonable access to the Property from and after acceptance of VILLAGE'S offer embodied in this Agreement in order to inspect the same for compliance with the terms hereof. HODEL'S obligation to close this transaction is expressly subject to and conditioned upon, but not limited to, all of the following:

- 11.1. Being provided access by VILLAGE to the FOURTH ST. PARCEL for the purpose of conducting the inspections contemplated by this paragraph.

- 11.2. A physical inspection of the FOURTH ST. PARCEL and all improvements thereon, at HODEL'S sole expense, and HODEL concludes in its opinion that such property is acceptable to BUYER;
 - 11.3. HODEL, at its option and expense, performs an environmental inspection of the FOURTH ST. PARCEL the findings of which are in its opinion acceptable to HODEL;
 - 11.4. HODEL performs 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 plans, and HODEL concludes in its opinion that the purchase is both feasible and advisable.
12. **Buyer's Notice of Contingencies.** In connection with the BUYER'S contingencies set forth above, if BUYER informs SELLER on or before March 24, 2023, 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,. 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.
13. **Inspection Indemnification.** 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.
14. **Payment of Expenses.** A. Title Work. All title work expense, state and county 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.

15. **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.
16. **Commissions.** VILLAGE and HODEL warrant that no commission or fee due and payable by reason of this transaction exists.
17. **Prorations and Adjustments.** SELLER shall pay real estate taxes for the year 2022 in the form of a credit at closing based upon the most current available information. Following such proration, BUYER shall pay all real estate taxes for the year 2023 and all subsequent years.
18. **Default.** If either 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 10 days of the notice, the non-defaulting party may pursue any remedy available at law or equity, including specific performance.
19. **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.
20. **Merger.** The representations and warranties contained herein shall survive the closing and not be merged in the deeds to be delivered hereunder.
21. **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.
22. **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 VILLAGE:

Village of Morton
120 N. Main Street
Morton, IL 61550

With a Copy to:

Patrick B. McGrath
McGrath Law Office, P.C.
1600 S. Fourth Avenue, Suite 137
Morton, IL 61550
(309) 266-6211
pmcgrath@mcgrathpc.com

If to HODEL

James Hodel, Trustee
373 Pine Lane A-217
Los Altos, CA 94022

With a Copy to:

Christopher D. Oswald
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria, IL 61602
(309) 671-9600
chris.oswald@mhtlaw.com

23. **Applicable Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois.
24. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns. BUYER may assign its rights under this Agreement by written instrument delivered to SELLER.
25. **Time for Performance.** Time is of the essence for this Agreement.
26. **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.
27. **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 VILLAGE and HODEL on the last date noted below (the "Execution Date").

_____, 2023

_____, 2023

VILLAGE OF MORTON

Village President

James L. Hodel, Trustee

EXHIBIT A

A part of the Northwest Quarter of Section 20, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Northeast corner of Lot "X" as shown on the Plat of Survey recorded in Plat Book "U", Pages 168-169 at the Tazewell County Recorder's Office, said point being on the Westerly Right of Way line of Detroit Avenue, as the Point of Beginning;

Thence South 87 degrees 29 minutes 34 seconds West, along the North line of said Lot "X", 130.03 feet to the Northwest corner of said Lot "X"; thence South 01 degree 14 minutes 46 seconds East, along the West line of said Lot "X", 1,436.81 feet to a point being on the Northerly Right of Way line of Birchwood Street: the following 2 courses are along said Northerly Right of Way line, thence South 81 degrees 47 minutes 52 seconds West, 133.90 feet; thence North 88 degrees 17 minutes 54 seconds West, 275.80 feet to a point being on the Easterly Right of Way line of Interstate 155 (F.A. Route 406): the following 4 courses are along said Easterly Right of Way line, thence North 35 degrees 18 minutes 55 seconds West, 83.29 feet; thence North 01 degree 24 minutes 56 seconds West, 648.72 feet; thence North 25 degrees 25 minutes 10 seconds West, 219.22 feet; thence North 44 degrees 56 minutes 33 seconds West, 578.44 to a point on the Southerly Right of Way line of the Toledo, Peoria & Western Railway: the following 2 courses are along said Southerly Right of Way line, thence North 80 degrees 14 minutes 19 seconds East, 715.09 feet; thence in a Northeasterly direction along a curve to the left, having a radius of 3,321.48 feet with an arc length of 376.48 feet and being subtended by a chord bearing North 77 degrees 24 minutes 22 seconds East, 376.65 feet to a point being on said Westerly Right of Way line of Detroit Avenue; thence South 01 degree 14 minutes 46 seconds East, 74.18 feet to the Point of Beginning and containing 18.737 acres, more or less.

Part of PIN: 06-06-20-100-003

Address: 451 W. Birchwood Street, Morton, IL 61550

AMENDMENT TO REAL ESTATE EXCHANGE AGREEMENT

This Amendment is entered into on the date and year hereinafter set forth by and between Janes L. Hodel, as Trustee of a certain trust known as the Hodel Family Revocable Trust, hereinafter "HODEL" and the Village of Morton, hereinafter "VILLAGE". The purpose of this Agreement is to reduce to an oral agreement reached between the parties concerning a Real Estate Exchange Agreement previously entered into on the 14th day of January, 2023, hereinafter "Contract".

IN CONSIDERATION OF ONE DOLLAR and other good and valuable consideration, including the mutual undertakings hereinafter set forth, it is agreed by the parties that the Contract shall be modified as follows:

I. DESCRIPTION OF PROPERTY:

- a. The phrase "FOURTH ST. PARCEL" wherever used shall be changed to "RASSI PARCEL".
- b. Paragraph 2 B. of the Contract is hereby deleted in its entirety and replaced with the following paragraph 2 B:

2 B. VILLAGE agrees to convey or cause to be conveyed to HODEL upon the terms and conditions set forth herein all of PINS 06-06-33-400-013 and 06-06-33-200-002 and the east ten (10) acres of PIN 06-06-33-300-013, hereinafter "RASSI PARCEL".

II. CHANGE IN DATES AND TERMS: The parties agree that the

following terms of the Contract shall be changed:

- a. The date for Closing, paragraph 5, is hereby changed to the 31st day of May, 2023;
- b. The date for the VILLAGE obtaining title to the RASSI PARCEL, paragraph 10.1, is hereby changed to the 31st day of May, 2023;
- c. The date for notification to SELLER of BUYER'S determination that any of the contingencies set forth in the Contract have not been satisfied, paragraph 12, is hereby changed to the 24th day of May, 2023.
- d. VILLAGE shall furnish to HODEL at VILLAGE'S expense an up to date commitment for title insurance for the RASSI PARCEL in accordance with Section 4 no later than April 31, 2023, and HODEL shall have the right to review in accordance therewith.

III. **CONTINUATION OF CONTRACT:** In all other respects, the Contract previously entered into shall remain in full force and effect. Except as modified hereby the original Contract shall be in full force and effect and binding upon the parties hereto, their heirs, successors and assigns. This Amendment represents the entire agreement reached between the parties with respect to modifying the Contract entered into.

DATE SIGNED BY HODEL: _____, 2023

HODEL

[THIS SPACE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 01-24

A RESOLUTION AUTHORIZING SALE OF 12.00 AC. OF FARMLAND OFF BIRCHWOOD ROAD AND DETROIT AVENUE TO SPRINGFIELD CLINIC, LLP

WHEREAS, the Village of Morton is entering into a contract to acquire 18.737 acres of farmland off of Detroit Ave. and Birchwood Road, and

WHEREAS, the Village of Morton owns an adjoining tract of land along Detroit Avenue, being 4.066 acres, more or less

WHEREAS, the Village of Morton has received a written proposal to purchase the south 12.00 acres of the aforesaid tracts, as set forth in the attached written proposal, which is marked as Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the tract which is the subject of the aforesaid offer (the "Subject Property") is identified as Tract H on the survey attached hereto as Exhibit B; and

WHEREAS, Springfield Clinic, LLP, has represented to the Village of Morton its intention to construct a medical center on the Subject Property; and

WHEREAS, the Trustees of the Village of Morton have determined that the continued ownership of the Subject Property by the Village of Morton is no longer necessary, appropriate, or in the best interest of the Village of Morton, that the proposed development of a medical center on the Subject Property will create substantial positive effects for the betterment of the Village of Morton, and that the Subject Property is not required for the use of, or profitable to the Village of Morton; and

WHEREAS, the size of the foregoing property is as follows: 12.00 acres, more or less

WHEREAS, the use of the foregoing described property is unimproved tillable farmland; and

WHEREAS, the zoning of the foregoing described property is B-1 Professional Office District; 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 _____, 2023; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

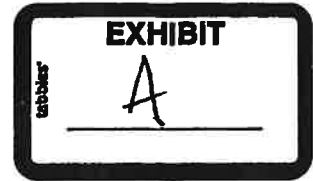
ABSTAINING: _____

APPROVED this ____ day of _____, 2023.

President

ATTEST:

Village Clerk



CONTRACT FOR SALE OF REAL ESTATE

This **CONTRACT FOR SALE OF REAL ESTATE** (“Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”), by and between the **VILLAGE OF MORTON, ILLINOIS**, an Illinois municipal corporation, having its principal place of business in Morton, Illinois (hereinafter “Seller”), and **SPRINGFIELD CLINIC, LLP**, an Illinois limited liability partnership, having its principal place of business in Springfield, Illinois (hereinafter “Purchaser”), for the acquisition from Seller by Purchaser of the subject matter hereinafter described, pursuant to the following terms and conditions. Seller and Purchaser are also referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Seller is the contract purchaser of the Real Estate (defined hereinbelow), and desires to sell the Real Estate to Purchaser pursuant to the terms and conditions contained in this Agreement;

WHEREAS, Purchaser desires to purchase the Real Estate from Seller pursuant to the terms and conditions contained in this Agreement, and make good faith efforts to develop the Real Estate as a medical office building providing medical service availability to the residents of Morton and Central Illinois;

WHEREAS, accordingly, Seller and Purchaser are desirous of executing and entering into this Agreement in order to evidence and accomplish the purposes set forth in the above recitals.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby expressly acknowledged by each Party, and intending to be legally bound hereby, Seller and Purchaser do hereby specifically covenant and agree as follows:

1. Subject Matter. Subject to the terms and conditions of this Agreement and the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller’s right, title and interest in and to the real property, all easements, hereditaments and appurtenances belonging to or inuring to the benefit and pertaining thereto (the “Benefits”), if any, on the real property legally described in Exhibit A hereto (all such real property, Buildings, Improvements, and Benefits collectively referred to herein as the “Real Estate”).

2. Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, on the date of Closing good and merchantable fee simple title to the Real Estate by Warranty Deed, or other type of deed acceptable to Purchaser, subject only to the “Permitted Exceptions” described in Section 6.A. hereinbelow.

3. Price and Terms.

A. The purchase price is and shall be ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$1,200,000.00) payable by good funds in United States Dollars (“Purchase Price”).

B. Purchaser shall take title to the Real Estate subject only to: (i) any lien for real property taxes, provided that said taxes are either due and payable or are a lien on the date of Closing and shall be paid by Seller giving Purchaser a credit at Closing for the amount of said real estate taxes in the manner described in Section 6.E. hereinbelow; and (ii) the Permitted Exceptions as defined hereinbelow in Section 6.A.

C. Purchaser shall pay the Purchase Price, at Closing, less credit for any Earnest Money Deposit, credits for prorated taxes, and any other credit or deduction pursuant to this Agreement or any amendment thereof.

4. Ernest Money Deposit. Within five (5) business days after the Effective Date, Purchaser will deposit the sum of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) as an earnest money deposit ("Earnest Money Deposit") with McGrath Law Office, P.C., as Escrowee. Said Earnest Money Deposit is to be held by Escrowee pursuant to the terms of this Agreement. At Closing, the Earnest Money Deposit shall be applied against the Purchase Price of the Real Estate.

5. Contingencies. This Agreement is contingent upon:

A. Due Diligence Materials. Seller furnishing to Purchaser, within five (5) business days of the Effective Date the following documents in the possession of, or reasonably accessible by, Seller: all surveys, environmental reports, engineering reports, inspection reports, or other reports pertaining to the Real Estate or its condition and any leases, utility information, and copies of any contracts with service providers to the Real Estate.

B. Tests and Inspections. Purchaser, at its sole expense, conducting any and all engineering tests, soil boring tests, topography tests, geotechnical tests, and soil compaction tests to ascertain that the Real Estate is acceptable. If Purchaser determines in its sole discretion that any surface, above surface, or below surface portion of the Real Estate is unacceptable to Purchaser, Purchaser shall have the right to terminate this Agreement. Seller hereby grants Purchaser the right to enter upon the Real Estate to conduct such tests and inspections as Purchaser deems necessary. In regard to such tests and inspections, and the tests and inspections described in Section 4.C. below, Purchaser agrees that at its sole cost and expense it will restore the Real Estate to the same condition as it existed prior to its entry onto the Real Estate to conduct such tests and inspections and shall be liable for any and all damage caused by such testing. Purchaser agrees to indemnify and hold Seller harmless from and against any loss, damage or liability for injury to any person, property, or the Real Estate caused by Purchaser or its agent's entry onto the Real Estate pursuant to the foregoing, which indemnity shall survive for a period of one (1) year after the earlier to occur, the Closing or the termination of this Agreement.

C. Environmental Inspection. Purchaser's receipt, at Purchaser's expense, of a Phase I Environmental Report, a Phase II Environmental Report, if necessary, and any other environmental or health inspections and surveys (collectively, the "Report(s)"), from an environmental engineer(s) or experts selected by Purchaser, demonstrating to Purchaser's satisfaction that the Real Estate is free from any and all environmental defects or other remediation efforts will not be necessary or will be at a cost deemed reasonable by Purchaser. Upon Purchaser's receipt and review of such Report(s), should the same reveal that the Real Estate contains or may contain any environmental defects or is in need of remediation efforts at a cost deemed unreasonable by Purchaser, Purchaser may elect, at Purchaser's sole discretion to declare this Agreement null and void, in which case, Purchaser shall be entitled to return of any Earnest Money Deposit. The Parties agree that the cost of such Report(s) and inspections shall be paid by Purchaser.

D. Title Commitment. Purchaser receiving a title commitment obtained by Seller at Seller's expense from the Title Company in accordance with the provisions of Section 6.A. hereof.

E. Survey. Receipt of survey of the Real Estate, as described in Section 6.B. below or a provided by Seller, that does not disclose any condition, easement or restriction affecting the Real Estate which would hinder, prevent or make more expensive Purchaser's intended development or use of the Real Estate.

F. Zoning. Within the Contingency Period, Seller shall rezone the Real Estate to the B-1 Professional Office District within the Village of Morton, Illinois.

G. Curb Cuts and Access. Within the Contingency Period, Seller and Purchaser shall mutually agree in writing as to the location of curb cuts and other access points that may be installed on the Real Estate by Purchaser upon development of the Real Estate.

H. Utilities. Within the Contingency Period, Purchaser shall have the right to verify the location of all utilities and other services in the area to confirm that the available utilities are sufficient and in a viable location to provide adequate service for Purchaser's intended use of the Real Estate.

I. Division of Existing Parcel. The Parties understand and agree that the Real Estate is currently part of a larger parcel of real property and has not yet been divided so as to permit the conveyance of the Real Estate as the Parties desire. The Parties obligations hereunder are specifically made contingent upon the approval and appropriate division of the current parcel in a mutually agreeable manner, as approved by all necessary government officials. The division of the existing larger parcel of real property shall not require or result in any dedication of the Real Estate that is the subject hereof for public use or right-of-way. No plat restriction, deed restriction, or other restriction of any form shall prohibit Purchaser from further dividing or subdividing the Real Estate after Closing, so long as such activities are performed in accordance with applicable laws, ordinances, and regulations.

J. Board of Director's Approval. Purchaser obtaining approval of this Agreement by its Board of Directors.

K. Contingency Period. Purchaser shall have a period of ninety (90) days from the Effective Date to satisfy itself that all of the above contingencies have been met (the "Contingency Period"). Notwithstanding anything herein to the contrary, if, in Purchaser's sole discretion, it deems the Real Estate unacceptable for any reason whatsoever, Purchaser shall advise Seller of the same in writing no later than three (3) business days after the expiration of the Contingency Period. In such notice, Purchaser shall have the option of either waiving any or all of said contingencies, or declaring this Agreement null and void, in which case, Purchaser shall be entitled to return of any Earnest Money Deposit. Seller agrees that Purchaser and Purchaser's agents or representatives, shall have the right to enter upon the Real Estate during normal business hours, for the purpose of inspecting the Real Estate.

L. Purchase by Seller. Seller is party to a contract to purchase the Real Estate. In the event Seller is unable to complete the purchase of the Real Estate contemplated by Seller's contract to purchase by on or before Closing, and such failure is not at the fault of Seller, then this Contract shall upon written notice to Purchaser become null and void, except however, Seller shall pay to Purchaser immediately upon demand an amount equal to two times the earnest money provided hereunder as liquidated damages to Purchaser, and shall in addition thereto refund the Purchaser's earnest money.

6. Closing.

A. Title Commitment. Within thirty (30) days of execution of this Agreement, Seller shall provide Purchaser with a commitment for an owner's title insurance policy issued by Attorneys' Title Guaranty Fund, Inc., or such other title insurance company mutually agreeable to the Parties (the "Title Company"), covering the Real Estate with full extended coverage over the standard general exceptions normally contained in title policies in the amount of the Purchase Price and issued by the Title Company. It is a condition of Closing that said commitment shall reflect that Seller shall be in a position to deliver a Warranty Deed, or other type of deed acceptable to Purchaser, conveying good and merchantable title, free

and clear of encumbrances, reservations, restrictions, easements and rights of way, except as may be specifically approved in writing by Purchaser (the "Permitted Exceptions"), provided, however, that Purchaser shall not unreasonably withhold approval of easements, building lines, building laws and ordinances, use or occupancy restrictions, conditions and covenants of record, and rights of way that do not materially interfere with Purchaser's intended use of the Real Estate. Purchaser will advise Seller, in writing, within ten (10) days after receipt of both the title commitment and the survey referred to hereinbelow in Subsection 6.B., of any objections to title and will allow Seller up to ten (10) days from receipt of such notice or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections as exceptions to title, and the Closing date stated hereinbelow shall be extended as required to allow for correction of such objections. In the event that Seller does not elect to correct any such title exceptions, and if Purchaser does not approve such objections as exceptions to title, Purchaser may then elect to terminate this Agreement and any Earnest Money Deposit shall be returned to Purchaser.

B. Survey. Prior to the expiration of the Contingency Period, Purchaser shall have the right to obtain, at Purchaser's expense, a current ALTA survey of the Real Estate prepared by a licensed Illinois Land Surveyor, certified to the Title Company and to Purchaser and showing the Real Estate and the Improvements thereon and in sufficient form to allow the Title Company to delete the survey exception to the owner's title policy to be provided to Purchaser. Said survey shall show that the Improvements on the Real Estate do not encroach upon adjoining real estate and do not violate any zoning or other setback requirements and shall show that there are no encroachments of improvements on adjoining real estate onto the Real Estate. Said survey shall also show that the Real Estate is not located in a flood zone. If Purchaser has any objections to the survey obtained by Purchaser, Purchaser shall inform Seller in writing of such objections within ten (10) days of its receipt of both the survey and the title commitment referred to hereinabove in Subparagraph 6.A. Seller shall have up to ten (10) days from receipt of such objections or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections, and the Closing date stated hereinabove shall be extended as required to allow for correction of such objections. In the event that Seller does not elect to correct any such objections, and if Purchaser does not waive its stated objections, Purchaser may then elect to terminate this Agreement and any Earnest Money Deposit shall be returned to Purchaser.

C. Closing. Settlement and closing of this transaction shall take place at a mutually agreeable time and date occurring within thirty (30) days of the end of the Contingency Period (the "Closing").

D. Closing Costs. The costs incurred for issuance of the title commitment referred to above in Section 6.A., the premium for issuance of the owner's title insurance policy with extended coverage, (including the initial search and examination charges), payment of real estate transfer taxes and recording fees in regard to mortgage releases and the like, Seller's attorneys' fees and all other related closing costs normally paid by a seller in the county where the Real Estate is located shall be paid by Seller. Purchaser shall be responsible for payment of its recording fees, Purchaser's attorneys' fees and Purchaser's portion of the title insurance charges. The closing fee of the Title Company shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser.

E. Real Estate Tax Prorations. General real estate taxes and assessments levied or assessed against the Real Estate for the tax year in which the Closing occurs and for the tax year prior to the tax year in which the Closing occurs, if unpaid prior to Closing, shall be prorated as of the Closing date based upon the most recent information available from the county Supervisor of Assessments, and Seller shall provide Purchaser a credit at Closing in the amount of such proration. All real and personal property taxes levied or assessed with respect to any tax years which are due prior to the Closing shall be paid by Seller at or prior to Closing. If as of the Closing date the Real Estate or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first

installment is then a lien and has become payable, Seller shall pay the unpaid installments of such assessments which are due prior to the Closing date and Purchaser shall pay the installments which are due on or after the Closing date. This provision will survive the Closing.

F. Closing Agent. The Closing of this transaction will be conducted by McGrath Law Office, P.C. at its office located at 1600 South 4th Street in Morton, Illinois, or such other place as agreed to by the Parties. Purchaser shall be entitled to receive at the Closing, from the Title Company, a marked-up title commitment or Pro Forma showing title in Purchaser, subject only to Permitted Exceptions or the title policy showing the same.

G. Failure to Perform. In the event Seller fails to provide the aforementioned documentation or any documentation or act required by this Agreement, or if Seller does not act or fails to perform any act, including any representation or warranty that prevents the Closing, then, at Purchaser's sole and absolute discretion as evidenced by written notice to the Title Company, and to Seller, Purchaser shall have the option to terminate this Agreement and any Earnest Money Deposit shall be returned to Purchaser, or Purchaser may, at its option, seek specific performance from Seller or may exercise any and all other remedies available at law or in equity.

H. Closing Deliveries. At Closing, Seller shall deliver to Purchaser, the following documents in a form satisfactory to Purchaser:

i. A Warranty Deed, or other type of deed acceptable to Purchaser, in recordable form conveying fee simple title in the Real Estate to Purchaser, along with any necessary transfer declaration or any other documentation required for recording of the deed, including but not limited to a Plat Act Affidavit and PTAX-203/MyDec Declaration. Said deed shall be subject only to the Permitted Exceptions;

ii. Seller shall execute, acknowledge and deliver to Purchaser such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy described herein;

iii. Seller shall execute, acknowledge and deliver to Purchaser a certification that all of the representations and warranties of Seller in this Agreement are true and correct as of the date of Closing, and Seller shall indemnify and hold Purchaser harmless from any loss or damage suffered by Purchaser on account of the untruth or incorrectness of any such warranties or representations, in the form attached hereto as Exhibit B;

iv. Seller shall deliver to Purchaser sole and actual possession of the Real Estate, free and clear of all tenancies and the rights of any other parties, including but not limited to any and all service or supply contracts associated with the Real Estate or any business Seller may have previously operated on the Real Estate, in a clean state free from debris. Seller shall terminate all leases and tenancies affecting the Real Estate, if any, as of the Closing date.

v. Seller shall provide Purchaser with a non-foreign ownership certificate in the form of Exhibit C hereto;

vi. If the Title Commitment, including any update thereto, discloses judgments, bankruptcies, or other returns against other persons having names the same as or similar to that of Seller, on request of Purchaser, Seller shall deliver to the Title Company affidavits showing that such judgments, bankruptcies, or other returns are not against Seller in order to request the Title Company to omit exceptions with respect to such judgments, bankruptcies, or other returns or to insure over same; and

vii. Seller shall cause to be delivered to Purchaser an Owner's Title Policy in the full amount of the Purchase Price in accordance with the Title Commitment approved by Purchaser, without any intervening liens, encumbrances or exceptions. At Closing, the Title Company shall deliver to Purchaser a marked up copy of the title commitment or a Pro Forma of the Title Policy.

7. Medical Use Restriction on Adjacent Real Estate. At Closing, and prior to Seller's conveyance of any portion of the larger tract that of real property that currently includes the Real Estate, known as of the date hereof as PIN: 06-06-20-100-002 and 06-06-20-100-003, Seller shall record a restrictive covenant, in form and substance acceptable to Purchaser, against all portions of the remaining parcel(s) providing that so long as Springfield Clinic, LLP, is the owner of the Real Estate and intends to use the Real Estate for medical purposes, or Springfield Clinic, LLP, its successors or assigns are using the Real Estate for medical purposes, the remaining parcel(s) shall not be used for physician offices, surgical facilities, optometry services, ophthalmology services, chiropractic services, lab services, radiology services, or businesses that sell or promote the use of medical marijuana.

8. Utility Service. Upon Purchaser's development of the Real Estate after Closing, the Village of Morton will complete the water tap from the watermain along the west side of Detroit Ave. to and including the curb stop or water valve at the proposed right-of-way. The cost for this work shall be \$3,000 and included with the permit fees and shall be the responsibility of the purchaser. The Village of Morton will install the natural gas service line from the gas main along Detroit Ave. to the building which includes the gas meter at the building. The cost for this work shall be the responsibility of the Purchaser. The cost estimate will be developed in coordination with the Purchaser once BTU loading is finalized. All costs will be included with the permit fees. The Purchaser shall be responsible for the sanitary service line from the sanitary sewer in the center of Detroit Ave. to the building. All costs associated with this work shall be the responsibility of the Purchaser. A \$ 50 sewer tap fee shall be included with the permit fees. Nothing in this Agreement either modifies the fees normally due and owing under the Morton Municipal Code for the development of the Real Estate.

9. Condemnation. If any of the Real Estate is taken by eminent domain proceedings before the Closing date or if any Eminent Domain proceedings against the Real Estate are pending or threatened prior to the Closing date, then Purchaser may terminate this Agreement by written notice to Seller, and any Earnest Money Deposit shall be returned to Purchaser. Seller shall immediately notify Purchaser of any pending or threatened eminent domain proceedings.

10. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as to the following matters, each of which is warranted to be true and correct, as of the Effective Date and will also be true and correct on the date of Closing:

A. Fee Simple Owner. Seller is the Contract Purchaser as of the Effective Date, and on the date of Closing Seller shall be the fee simple owner of the Real Estate, and has full right and authority to transfer such title to Purchaser at Closing.

B. Authorization. Seller is a municipal corporation, legally organized and existing in accordance with the laws of the State of Illinois. Seller agrees to furnish to the Title Company with any documentation required by the Title Company to demonstrate that the transaction reflected by this Agreement has been approved and authorized by the applicable boards, trustees, directors, officers, managers, or other appropriate officials of Seller.

C. Notices. Seller has not received any notice and is not aware of any violation of any environmental, zoning, health, fire, building code, or similar statute, ordinance, law, regulation, or code

with respect to the Real Estate. Should Seller receive any such notice of violation prior to the Closing, Seller shall immediately notify Purchaser of the notice and shall cause such violation to be cured at its cost prior to Closing, or, if Seller shall refuse to do the same, Purchaser shall have the option of either voiding this Agreement, in which case Purchaser will be entitled to return of the Earnest Money Deposit, or of curing such violation with the right to deduct, from the Purchase Price, the cost of curing the same.

D. Mine Subsidence. Seller has no knowledge of any insurance claims for mine subsidence damage paid to Seller or any agent of Seller, and no claims for mine subsidence damage are known to be outstanding regarding the Real Estate.

E. Litigation; Defects. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Real Estate or against the Real Estate, and Seller has no knowledge of any environmental defect or problem in or on the Real Estate.

F. Agreements. There are no contracts, agreements, licenses, or leases that affect the Real Estate other than this Agreement, excepting Seller's purchase contract with the current owner of the Real Estate

11. Real Estate Legal Description. The Parties agree and acknowledge that the legal description of the Real Estate attached hereto as Exhibit A is believed to be accurate, but shall not bind the Parties to the use of such legal description in the conveyance of the Real Estate in lieu of other proper description provided by the Title Company or survey.

12. Operations on the Real Estate. Seller agrees that, during the time between the Effective Date and the date of Closing, it shall not grant any leases, easements, licenses, or other rights, or enter into any service contracts or other agreements impacting the Real Estate, nor any extensions or modifications of any of the foregoing, and shall not improve the Real Estate or erect any structures or improvements on the Real Estate, or in any manner change the contour or grade of the Real Estate without Purchaser's prior written consent.

13. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller that there are no matters of litigation, administrative actions or arbitration pending or threatened against Purchaser with respect to the subject matter of this Agreement.

14. Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when delivered personally (with receipt acknowledged), if and when emailed to the addresses provided below, or when mailed by Certified Mail, Return Receipt Requested, with proper postage prepaid, or when sent by a national commercial courier service, such as Federal Express, for expedited delivery, to be confirmed in writing by such courier:

If to Seller: VILLAGE OF MORTON
ATTN: Jeff Kaufman, Village President
120 N. Main St.
Morton, IL 61550
Phone: (309) 291-2258
Email: jkaufman@morton-il.gov

Copy to: MCGRATH LAW OFFICE, P.C
ATTN: Pat McGrath
1600 S. Fourth Ave., Suite 137
Morton, IL 61550
Phone: (309) 266-6211
Email: pmcgrath@mcgrathpc.com

If to Purchaser:SPRINGFIELD CLINIC, LLP
ATTN: Tom Fitch
1025 S. 6th St.
Springfield, IL 62703
Phone: (217) 528-7541
Email: tfitch@SpringfieldClinic.com

Copy to: BROWN, HAY & STEPHENS, LLP
ATTN: Daniel L. Hamilton
205 S. 5th St., Suite 1000
Springfield, Illinois 62701
Phone: (217) 544-8491
Email: dhamilton@bhslaw.com

Each Party has the right to designate a different address for its receipt of notices hereunder within the 48 contiguous continental United States of America by notice duly given to the other Party at any time.

15. Survival of Covenants. All covenants, agreements, indemnities, representations, and warranties made herein by Seller shall survive the execution and delivery of the deed by Seller and the consummation of the transaction contemplated herein.

16. Brokers. Neither Party hereto has employed any broker or finder or incurred any liability for any brokerage fee, commission, or finder's fee or similar fees or commissions in connection with the transaction contemplated by this Agreement. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Seller with Purchaser, or their respective legal counsel or authorized agents, without the intervention of any broker or finder. Neither Party has engaged, consented to, or authorized any broker, investment banker or third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this Agreement. Seller agrees to hold Purchaser harmless from and against all claims by third parties based upon a relationship or alleged relationship with Seller for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby. Purchaser agrees to hold Seller harmless from and against all claims by third parties based upon a relationship or alleged relationship with Purchaser for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

17. Assignment. Purchaser shall have the absolute right to assign this Agreement to any entity controlled by, controlling, or under common control with the Purchaser. Seller shall execute such documents as are reasonably requested to evidence consent to assignment. Seller shall not assign its interest pursuant to this Agreement.

18. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon employees, officers, directors or policyholders of any other person, firm, or corporation.

19. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

21. Entire Agreement. This document constitutes the entire agreement between the Parties, and no oral agreements or other written agreements exist with respect to the subject matter hereof. This Agreement may be modified only by a writing executed by both Purchaser and Seller. Submission of this Agreement by one Party to the other for examination shall not constitute a binding agreement amongst

the Parties, and no agreement shall be deemed to exist until this Agreement is executed and delivered by both Parties.

22. Time. Time shall be of the essence of this Agreement. Dates and time frames herein are explicitly agreed to by the Parties. By executing this Agreement, Seller confirms that the time to fully perform this Agreement is reasonable.

23. Days. The term "day" shall mean a calendar day unless otherwise provided. The term "business day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Illinois are authorized or required by law or other governmental action to close. If any of the dates or time periods in this Agreement fall or end on a Saturday, Sunday, or United States bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday, or United States bank holiday.

24. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

26. Terms of Art. Terms of art shall have the meaning so ascribed herein.

27. Relationship of Parties. For the purposes of this Agreement, no Party shall be deemed to be an independent contractor, agent, or employee of the other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly authorized herein.

28. Further Assurances. Each Party hereto agrees: (a) to furnish upon request to each other Party such further information as reasonably requested; (b) to execute and deliver to each other Party such other documents reasonably requested; and (c) to do such other acts and things, as the other Party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement.

29. Seller Authority. Seller, and the individual(s) executing this Agreement on behalf of Seller, warrant that it/they have all necessary power and authority to make, execute, deliver, and consummate this Agreement and has taken all necessary actions required to be taken to authorize execution and delivery of this Agreement and to perform all of its obligations, undertakings and agreements to be observed and performed by it hereunder. This Agreement has been duly executed and delivered by Seller and is a valid and binding agreement of Seller. Seller shall obtain any and all necessary compliance from any other party necessary for the consummation of this transaction.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The Parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

31. Attorney Fees. In the event of any litigation between the Parties relative to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses in addition to all legal and equitable remedies and damages.

32. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last stated below, each Party being authorized thereunto.

SELLER:
VILLAGE OF MORTON, ILLINOIS, an Illinois
municipal corporation

PURCHASER:
SPRINGFIELD CLINIC, LLP, an Illinois
limited liability partnership

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN
THE VILLAGE OF MORTON, ILLINOIS AND SPRINGFIELD CLINIC, LLP**

Legal Description of the Real Estate:

TRACT "H" LEGAL DESCRIPTION

A PART OF LOT "X" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "U", PAGES 168-169 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN AND INCLUDING A PART OF NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT "X"; SAID POINT ALSO BEING ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF DETROIT AVENUE; THE FOLLOWING TWO COURSES ARE ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 87 DEGREES 29 MINUTES 34 SECONDS WEST, 34.01 FEET; THENCE SOUTH 01 DEGREE 14 MINUTES 46 SECONDS EAST, 510.41 FEET TO THE POINT OF BEGINNING OF TRACT "H";

THE FOLLOWING FIVE COURSES ARE ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, THENCE CONTINUING SOUTH 01 DEGREE 14 MINUTES 46 SECONDS EAST, 213.63 FEET; THENCE SOUTH 02 DEGREES 13 MINUTES 41 SECONDS EAST, 360.96 FEET; THENCE SOUTH 03 DEGREES 27 MINUTES 53 SECONDS WEST, 150.75 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 35 SECONDS EAST, 113.78 FEET; THENCE SOUTH 23 DEGREES 46 MINUTES 43 SECONDS WEST, 82.74 FEET TO A POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 9 (IL 98/BIRCHWOOD STREET); THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 9, THENCE SOUTH 51 DEGREES 51 MINUTES 26 SECONDS WEST, 16.65 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 56 SECONDS WEST, 41.99 FEET; THENCE CONTINUING SOUTH 81 DEGREES 49 MINUTES 56 SECONDS WEST, 133.89 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 54 SECONDS WEST, 275.80 FEET TO A POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF F.A. ROUTE 406 (INTERSTATE 155); THE FOLLOWING 4 COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE, THENCE NORTH 35 DEGREES 18 MINUTES 55 SECONDS WEST, 83.29 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 56 SECONDS WEST, 648.72 FEET; THENCE NORTH 25 DEGREES 25 MINUTES 10 SECONDS WEST, 219.22 FEET; THENCE NORTH 44 DEGREES 56 MINUTES 33 SECONDS WEST, 17.75 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 14 SECONDS EAST, 654.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.000 ACRES, MORE OR LESS.

PIN: 06-06-20-100-002 (part of) and 06-06-20-100-003 (part of)

Common Address: No Common Address – Agricultural property located at the northwest portion of the intersection of Birchwood Street and Detroit Avenue in Morton, IL 61550

**EXHIBIT B TO CONTRACT FOR SALE OF REAL ESTATE
CERTIFICATION**

This CERTIFICATION ("Certification") is made as of this ____ day of _____, 2023, by the VILLAGE OF MORTON, ILLINOIS, an Illinois municipal corporation ("Seller").

WHEREAS, SPRINGFIELD CLINIC, LLP is an Illinois limited liability partnership with its principal place of business located in Springfield, Illinois ("Purchaser");

WHEREAS, Seller has, as of this date, conveyed to Purchaser approximately 12 acres of real property generally at the corner of Birchwood and Detroit in Morton, Illinois (PIN: 06-06-20-100-003 – part of) (the "Property") the closing of such transaction taking place concurrently with the execution of this Certification; and

WHEREAS, pursuant to paragraph 6.H.(iii) of the Contract for Sale of Property dated _____ by and between Purchaser and Seller (the "Contract"), Seller desires to make this Certification to satisfy Purchaser that the warranties and representations stated in the Contract are true and correct as of this date; and

WHEREAS, pursuant to Section 6.H.(iv) of the Contract, Seller desires to make this Certification to satisfy Purchaser that the Property is being delivered to Purchaser free and clear of all tenancies and rights of any other parties, including but not limited to any and all service or supply contracts associated with the Property or any business Seller previously operated on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies that:

1. Certification. Seller hereby reaffirms the truth and correctness of all warranties and representations contained in Contract as of the date of this Certification. Seller hereby certifies that as of this date there are no pending or threatened lawsuits, judicial, or administrative actions related directly or indirectly to the Property. Seller further certifies that as of this date the Property is being delivered to Purchaser free and clear of all tenancies and rights of any other parties, including but not limited to any and all service or supply contracts associated with the Property or any business Seller previously operated on the Property.

2. Indemnification. Seller hereby agrees to indemnify, defend, and hold harmless Purchaser, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses in the enforcement of this indemnity) for any breach or default of this Certification.

IN WITNESS WHEREOF, Seller has executed the foregoing instrument as of the day and year first above written, being authorized thereunto.

SELLER:
VILLAGE OF MORTON, ILLINOIS, an
Illinois municipal corporation

By: _____

Print Name: _____

Title: _____

**EXHIBIT C TO CONTRACT FOR SALE OF REAL ESTATE
FIRPTA CERTIFICATION**

This **FIRPTA CERTIFICATION** ("Certification") is made as of this _____ day of _____, 2023, by the **VILLAGE OF MORTON, ILLINOIS**, an Illinois municipal corporation ("Transferor").

WHEREAS, SPRINGFIELD CLINIC, LLP is an Illinois limited liability partnership with its principal place of business located in Springfield, Illinois ("Transferee");

WHEREAS, Transferor has, as of this date, conveyed to Transferee approximately 12 acres of real property generally at the corner of Birchwood and Detroit in Morton, Illinois (PIN: 06-06-20-100-003 – part of) (the "Property") the closing of such transaction taking place concurrently with the execution of this Certification; and

WHEREAS, the Foreign Investment in Real Property Tax Act ("FIRPTA"), Section 1445 of the Internal Revenue Code, 26 U.S.C.A. § 1445, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

NOW THEREFORE, to inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's U.S. Employer Identification Number is: _____.
3. Transferor's address is 120 N. Main St., Morton, IL 61550.
4. Transferor understands that this Certification may be disclosed to the Internal Revenue.
5. Service by Transferor of any false statement in this certification could be punished by fine, imprisonment, or both.
6. Under penalties of perjury the undersigned declares that the undersigned has examined this Certification and to the best of the undersigned's knowledge and belief it is true, correct and complete and the undersigned further declares that the undersigned has authority to sign this Certification on behalf of Transferor.

IN WITNESS WHEREOF, Transferor has executed the foregoing instrument as of the day and year first above written, being authorized thereunto.

TRANSFEROR:
VILLAGE OF MORTON, ILLINOIS, an
Illinois municipal corporation

By: _____

Print Name: _____

Title: _____

RESOLUTION NO. 02-24

A RESOLUTION AUTHORIZING SALE OF 28.13 AC. +/- OF FARMLAND OFF BROADWAY ROAD TO MARK ROTH AND BROOKE ROTH

WHEREAS, the Village of Morton is entering into an agreement to purchase 116 acres, more or less, of farmland off of Broadway Road, Morton Illinois from Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi; and

WHEREAS, the Village of Morton requires 89.19 acres, +/-, of the aforesaid farmland to exchange with The Hodel Family Revocable Trust for two tracts being 18.737 acres and 0.757 acres respectively, off of Detroit Ave., Morton Illinois

WHEREAS, the Trustees of the Village of Morton have determined that as to all of the remainder of the ground being purchased from Gary K. Rassi, Deborah R. Rassi and Gregory G. Rassi, being 28.13 acres, +/-, 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 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: 28.13 acres, more or less

WHEREAS, the use of the foregoing described property is unimproved tillable farmland; and

WHEREAS, the zoning of the foregoing described property is A-1 Agricultural Preservation District; 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 _____, 2023; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

Seller: Village of Morton 120 N. Main Street Morton, Illinois 61550	Buyer: Mark D. Roth and Brooke D. Roth 20043 Roth Road Morton, Illinois 61550
Phone: 309-266-6211	Phone: 309-263-8933
Email:	Email: bigrfarmer@hotmail.com
Seller's Attorney: McGrath Law Office Patrick B. McGrath 1600 S. Fourth Avenue, Ste. 137 Morton, Illinois 61550	Buyer's Attorney: Law Offices of Perbix & Morgan Steven B. Morgan 115 S. Orange Street Havana, IL 62644
Phone: 309-266-6211	Phone: 309-543-3354
Fax: 309-266-6988	Fax: 309-543-6537
Email: realestate@mcgrathpc.com	Email: law3@casscomm.com
Listing Broker: NONE	Selling Broker: NONE
Email:	Email:
Phone:	Phone:
Fax:	Fax:

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, an Illinois municipal corporation, hereinafter referred to as **SELLER**, and the Mark D. Roth and Brooke D. Roth, of the Village of Morton, 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 28 +/- acres off Broadway Road, Morton, Illinois, being part of that tract assigned P.I.N. 06-06-33-400-013 and legally described as follows:

See Attached Exhibit A

The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.

- b. **"Closing Date"** means May 19, 2023.
- c. **"Financing Deadline"** means N/A.
- d. **Escrow Agent** means McGrath Law Office, P.C.



2. **PRICE AND PAYMENT:** That SELLER agrees to sell the Subject Property to BUYER, who agrees to pay **\$22,000.00** per surveyed acre therefor in the manner following: \$10,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement to be held by the Escrow Agent in escrow until closing and the remainder 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 premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the SELLER and issued to BUYER after delivery of deed. SELLER shall obtain the title insurance commitment through McGrath Law Office, P.C.
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.
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 for 2022 payable in 2023 shall be paid by SELLER at closing, or in the event tax bills are unavailable at closing, SELLER shall place 150% of the estimated 2022 real estate tax bill in escrow with funds released from escrow to pay the 2022 real estate taxes. All general real estate taxes for 2023 payable in 2024 and subsequent years shall be paid by BUYER. 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. **SURVEY:** This Contract is subject to SELLER obtaining, at SELLER'S expense, a survey of the premises.
10. **TOXIC OR HAZARDOUS WASTE:** SELLER is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have

been received from the Illinois Environmental Pollution Control Board or any other governmental entity with regard to toxic or hazardous waste problem with the property.

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

- a. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act.
- b. **Additional Warranties:** The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."

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

- a. Both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
- b. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
- c. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
- d. The property that is to be sold through this Contract is not subject to the Residential Real Property Disclosure Report form due to the fact that the property is not residential real property within the meaning of the Residential Real Property Disclosure Act or in the alternative, is specifically excepted from a disclosure pursuant to Section 15 of said Act.
- e. Time is of the essence of this Contract.
- f. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- g. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- h. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any.
- i. SELLER hereby authorizes any Lender that holds a mortgage on the property that is the subject of this Contract to release the mortgage payoff statement directly to McGrath Law Office, P.C. upon request by a representative of said law firm. In the event that any inaccurate information is given to McGrath Law Office, P.C. concerning the mortgage payoff, SELLER agrees to pay any shortage within seven days of request for payment. SELLER further agrees not to make any further advancements or charges

in connection with any home equity loan that SELLER may have on the property that is the subject of this Authorization.

- j. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the SELLER'S attorney to prepare the required P-TAX form.
13. **ESCROWEE:** The parties agree that Escrow Agent is hereby designated as escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction. In the event the Escrow Agent is an attorney for BUYER or SELLER, the parties hereto waive any conflict of interest presented.
14. **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.
15. **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.
16. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of SELLER'S closing agent, unless the parties agree otherwise.
17. **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.
18. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
19. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations, or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

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: _____, 2023.

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

SELLER:

Village of Morton

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 BUYER: _____, 2023.

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

BUYER:

Mark D. Roth

Brooke D. Roth

[The remainder of this page is intentionally left blank]

EXHIBIT A

All of the following described tract EXCEPT the East 10 acres thereof

The Southeast Quarter of the Southwest Quarter of Section 33, in Township 25 North, Range 3 West of the Third Principal Meridian, subject however, to an easement established by the Rassi Family Easement Agreement recorded in Book 4132, Page 25 in the Recorder's Office of Tazewell County, Illinois, more particularly described as follows: Commencing at a point on the South line of Tract 3, being 42.5 feet West of the Southwest corner of the Southeast Quarter of Section 33, thence North 196.5 feet at a right angle to the preceding course, thence East 42 ½ feet at a right angle to the preceding course, thence North at a right angle to the preceding course along a line, which is the West line of the Southeast Quarter of Section 33, to the Northwest corner of the Southeast Quarter, thence East 16 ½ feet at a right angle to the preceding course, thence South at a right angle to the preceding course on a line parallel to the West line of said Southeast Quarter, to a point 180 feet North of the South line of said Southeast Quarter, thence West 42.5 feet at a right angle to the preceding course, thence South 180 feet at a right angle to the preceding course, thence West 16 ½ feet at a right angle to preceding course to the Point of Beginning,

AND a tract of land described as follows: to wit:

All the Southeasterly part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois

that lies southeast of the centerline of Bull Run Creek containing 0.205 acres more or less

AND EXCEPTING a tract of land described as follows, to wit:

Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 33, running thence west on the section line 26 feet, thence north 180 feet, thence east 26 feet, to the half section line, thence south on the half section line 180 feet to the place of beginning, situated in the County of Tazewell, in the State of Illinois.

AND FURTHER EXCEPTING a tract of land described as follows, to wit:

All the Westerly part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois

that lies west of the centerline of Bull Run Creek containing 0.514 acres more or less.

AND FURTHER EXCEPTING a tract of land described as follows, to-wit:

All of the Northerly part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois

that lies north of the centerline of Bull Run Creek, containing 1.263 acres more or less.

PIN: 06-06-33-300-013

VILLAGE OF MORTON
ORDINANCE 24-08

AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 3 OF TITLE 5 OF THE
MORTON MUNICIPAL CODE REGARDING FIRE AND LIFE SAFETY
INSPECTIONS

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

SECTION 1: ADOPTION “5-3-6: Inspections Required For Zoning Permit” of the Morton Municipal Code is hereby *added* as follows:

ADOPTION

5-3-6: Inspections Required For Zoning Permit(*Added*)

No certificate of occupancy shall be issued under Section 10-10-2(B) of the Morton Municipal Code until the property has passed a life safety inspection and fire safety inspection conducted by the Village of Morton. The purpose of the life safety inspection shall be to determine whether the property is in compliance with all life safety standards applicable to the property under Village Code or State law. The purpose of the fire safety inspection shall be to determine whether the property is in compliance with all fire safety standards applicable to the property under Village Code or State law. The applicant for the zoning permit shall be required to provide such information as may be required for the Village of Morton to complete the required life safety and fire safety inspections.

SECTION 2: AMENDMENT “5-3-6: Monetary Penalty For Violation Of Chapter” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

5-3-~~6~~7: Monetary Penalty For Violation Of Chapter

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect 10 days from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES _____.

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

 Jeffrey L. Kaufman, Village President,
 Village of Morton

 Zo M. Evans, Village Clerk, Village
 of Morton

ORDINANCE NO. 24-09

AN ORDINANCE AUTHORIZING THE SALE OF 1998 E-ONE PUMPER FIRE TRUCK

WHEREAS, it is the finding of at least a majority of the Trustees then holding office in the Village of Morton that it is no longer necessary or useful or for the best interests of the Village of Morton to continue to own and keep the 1998 E-One Pumper fire truck assigned VIN 19051; and

WHEREAS, 65 ILCS 5/11-76-4 authorizes the Village of Morton to sell personal property that is no longer necessary, useful to or for the best interest of the Village to continue to own.

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

- (1) The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of the Ordinance.
- (2) The 1998 E-One Pumper fire truck assigned VIN 19051 is hereby declared to be surplus, and is authorized to be sold
- (3) Fire Chief or his designee is authorized and directed to undertake a public sale of the aforesaid fire truck by sealed bid. The Fire Chief or his designee shall be permitted to determine the terms and conditions of the sealed bid sale process, and of the sale of the fire truck. The Fire Chief may establish a reserve price, and may reject any and all bids if he so determines doing so to be in the best interest of the Village of Morton.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk