

**CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3482**

**AN ORDINANCE APPROVING A CONTRACT FOR THE PURCHASE OF REAL
ESTATE FROM CENTER ICE PROPERTIES, LLC**

WHEREAS, the City of Columbia (“City”), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the City, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), is authorized to acquire and own real and personal property for public purposes; and

WHEREAS, the City desires to purchase real estate consisting of 0.11 acres, more or less, described as Lot 1A of Christy and Wetzler Addition, more commonly known as 124 South Metter Avenue, from Center Ice Properties, LLC (“Seller”), and the Seller desires to sell said real estate pursuant to a *Real Estate Sales Contract*, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the purchase of the Property by the City will be for the benefit of the public.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

Section 1. The preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (“1”) of this Ordinance.

Section 2. The *Real Estate Sales Contract*, in a form substantially similar to that attached as Exhibit A, is hereby approved.

Section 3. The City Administrator, or his designee, is hereby authorized and directed to sign the *Real Estate Sales Contract* on behalf of the City. The City Clerk is hereby authorized and directed to attest said Contract. The City Administrator, or his designee, is hereby authorized and directed to facilitate the requirements for closing on the purchase of the real estate.

Section 4. This Ordinance shall take full force and effect immediately upon passage by the Corporate Authorities.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Columbia, Illinois and deposited and filed in the office of the City Clerk on the 18th day of November, 2019, the vote being taken by ayes and noes and entered upon the legislative record as follows:

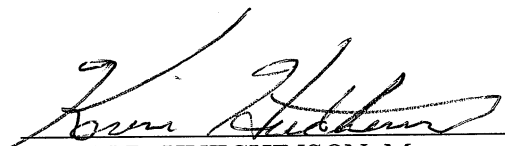
AYES: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Holtkamp, Martens, and Riddle.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFKEN, City Clerk

(SEAL)

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract ("Agreement") is entered into this 26th day of November, 2019 (the "Effective Date"), by and between Center Ice Properties, LLC, 117 Quail Run, Waterloo, IL 62298 (hereinafter referred to as the "Seller"), and the City of Columbia, Monroe and St. Clair Counties, IL 62236 (hereinafter referred to as the "Buyer").

Seller agrees to convey to Buyer, and Buyer agrees to purchase from Seller, the following described property on the following terms and conditions:

1. Property.

Lot 1A of Christy and Wetzler Addition

Commonly known as 124 South Metter Street, Columbia, Monroe County, Illinois

Parcel #04-15-366-004-000

Located on the real property is a house that is owned by the Seller. The house and real property described in this Agreement are referred to as the "Property".

2. Consideration. The consideration for the conveyance is:

A. *Purchase Price.* \$92,000.00 is the total purchase price. Payment shall consist of the Earnest Money described herein, with the remaining balance, minus any credits, due at closing.

B. *Earnest Money.* As earnest money to bind this sale, Buyer will deposit with Accent Title ("Title Company") 15% of the total Purchase Price to bind Seller's obligations under this Agreement.

3. Title and Survey Approval. Within ten (10) days after execution of this Agreement, Seller will (1) order a commitment for title insurance from the Title Company to be provided to the Buyer for both an Owner's policy of title insurance in the latest ALTA form, including mechanics lien coverage; (2) deliver to Buyer copies of any surveys regarding the Property in Seller's possession; and (3) deliver to Buyer copies of all documentation in Seller's possession directly concerning the current operation, ownership or possession of the Property. If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within fifteen (15) days from the date of receipt of the title commitment and the survey (and any subsequent amendments or supplement) furnish a copy of the document evidencing the defect to Seller stating, in writing, any title or survey defects that are unacceptable to Buyer. Failure by Seller to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title, so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or

survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller, to agree in writing to correct the defects prior to Closing, at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, all earnest money must be returned to Buyer.

4. Condition of Premises. Buyer acknowledges that the Property is being sold "AS IS", in its present state and condition. Buyer acknowledges that Buyer has examined the premises and knows the conditions thereof. Seller warrants that as of this date, Seller has not received any notice issued by any governmental authority of a building code violation concerning the Property which will not be cured by date of Closing.

5. Closing. The sale of the Property will be closed at the offices of Accent Title, 399 Veterans Parkway, Columbia, IL 62236, on or before December 31, 2019, unless otherwise agreed by the parties.

6. Closing Documents. The following documents must be signed and delivered at closing:

- A. Deed. Seller shall transfer title to Buyer by general warranty deed free of any encumbrances.
- B. Title Policy. At Buyer's expense, Buyer may purchase an Owner's title insurance policy on the latest ALTA form.

7. Expenses Paid On or Before Closing.

- A. Buyer will pay at closing: (1) title insurance premiums, if requested; (2) any closing or escrow fee; (3) transfer taxes; (4) recording costs for deed and mortgage; (5) title search costs; and (6) any other expenses assigned to Buyer herein.
- B. The Seller shall pay all real estate taxes owed or owing up to the time of closing.

8. Environmental Condition. To the best of Seller's knowledge and belief, Seller has not received any notice, either oral or written, from any local, state or federal agency notifying Seller that the Property contains any hazardous or toxic substance, or that the Property is in violation of any local, state or federal environmental regulation(s).

9. Default. If for any reason either party fails to comply with any of the provisions of this Agreement, or if any of the warranties contained in this Agreement are incorrect or become incorrect or untrue, the non-breaching party, at its election, may terminate this Agreement.

10. Broker's Fees. There are no broker fees associated with this Agreement. Buyer and Seller will each hold harmless and indemnify the other from and against any claims, causes,

actions, damages or related expenses arising out of or related to any claims for broker's fees to the extent that such claim is based upon actions by such indemnifying party.

11. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction will be additionally entitled to recover court costs and reasonable attorney's fees from the nonprevailing party.

12. Agreement of Parties. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

13. Notices. All notices must be in writing. Notice will be effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed to the parties at their addresses contained herein.

14. Binding Effect. This Agreement is binding on the parties and their heirs, executors, legal administrators, successors and assigns.

15. Multiple Counterparts. This Agreement may be executed with any number of counterpart signature pages and when all counterpart signature pages are combined with the Agreement, the Agreement with such counterpart signature pages, will be deemed to be an original.

16. Facsimile Signatures. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

17. Time. Time is of the essence of this Agreement.


18. Survival. Any of the terms and covenants contained in this Agreement that require the performance of either party after the closing shall survive the closing and delivery of the deed.

19. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

20. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

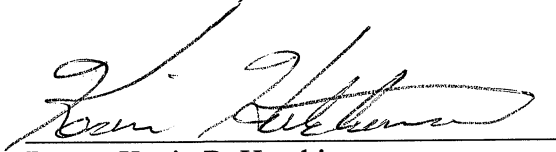
21. Governing Law. This Agreement shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Illinois.

**SELLER – CENTER ICE PROPERTIES,
LLC**

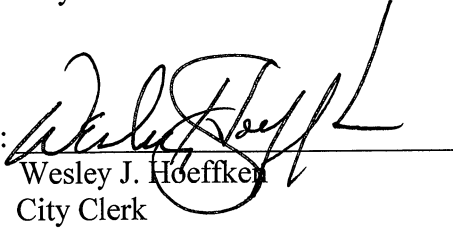


By: Michael Dean Grubb
Its: Managing Member

BUYER – CITY OF COLUMBIA



By: Kevin B. Hutchinson
Title: Mayor

Attest: 
Wesley J. Hoeffken
Title: City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF Monroe)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **Michael Dean Grubb**, who is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of November, 2019.
Kelly A. Mathews

