

ORDINANCE #561

**AN ORDINANCE AUTHORIZING THE SALE
OF REAL ESTATE
(802 SW 4th Street, Casey, Illinois)**

**ADOPTED BY THE CITY COUNCIL
OF THE CITY OF CASEY
THIS 3rd DAY OF June, 2024**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF
THE CITY OF CASEY, CLARK COUNTY, ILLINOIS, THIS 3rd DAY OF
June, 2024.**

ORDINANCE #561

**AN ORDINANCE AUTHORIZING THE SALE
OF REAL ESTATE
(802 SW 4th Street, Casey, Illinois)**

WHEREAS, the City of Casey, Illinois, is authorized pursuant to 65 ILCS 5/11-76-1 to convey municipal real property whenever the corporate authorities are of the opinion that the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and,

WHEREAS, the corporate authorities of the City of Casey, Illinois, have determined that certain real property described in the attached Exhibit A to be no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and,

WHEREAS, the City Council of the City of Casey, Illinois, caused notice of the sale of said real estate to be published in the Casey Westfield Reporter on April 20, 2024, April 27, 2024, and May 04, 2024; and,

WHEREAS, the City Council of the City of Casey, Illinois, opened bids for the sale of said real estate on May 20, 2024; and,

WHEREAS, the City of Casey, Illinois, received a bid from Danny “Dean” Carver, Jr., to purchase said real estate for One Thousand and 00/100 Dollars (\$1,000.00) and other good and valuable consideration, including, but not limited to, the commitment to demolish the existing mobile home structure and redevelop the property with a double-wide mobile home residence; and,

WHEREAS, the corporate authorities of the City of Casey, Illinois, are willing to accept said bid to purchase said surplus real estate pursuant to 65 ILCS 5/11-76-2, and have determined it to be in the best interest of the municipality, by a vote of 3/4 of the corporate authorities presently holding office, to sell said real estate to Danny “Dean” Carver, Jr., in consideration of the payment of One Thousand and 00/100 Dollars (\$1,000.00) and other good and valuable consideration, as more fully detailed in the Agreement to Purchase, which is attached hereto as Exhibit B and hereby incorporated by reference as though fully stated herein (hereinafter referred to as the “Agreement to Purchase”).

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASEY, CLARK COUNTY, ILLINOIS, THAT:

Section I: The findings made in the prefatory portion of this Ordinance are hereby adopted.

Section II: The property described in Exhibit A may be sold pursuant to 65 ILCS 5/11-76-1. The sale of such real estate shall be conducted by the staff of the City.

Section III: The City Council accepts the bid from Danny "Dean" Carver, Jr., to purchase said property in consideration of the payment of One Thousand and 00/100 Dollars (\$1,000.00) and other good and valuable consideration, on the terms and conditions as set forth in the Agreement to Purchase.

Section IV: City of Casey Mayor Michael E. Nichols and/or his designee is hereby authorized to execute the Agreement to Purchase, as well as any and all other necessary documents to consummate the transaction contemplated herein.

Placed on file this 3rd day of June, 2024.

Presented, passed, and approved this 3rd day of Jun, 2024.

Alderman Williams: absent
Alderman Hanley: yes
Alderman Jenkins: yes
Alderman Mumford: yes
Alderman Wilson: yes
Alderman Richardson: yes
Mayor Nichols: yes

YEAS: 5
NAYS: 0

CITY OF CASEY, ILLINOIS



Michael E. Nichols, Mayor

ATTEST:



Jeremy Mumford, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CLARK)

CERTIFICATE

I, Jeremy Mumford, Clerk of the City of Casey, County of Clark, State of Illinois, do hereby certify that I am the keeper of the records, files and seal of the said City.

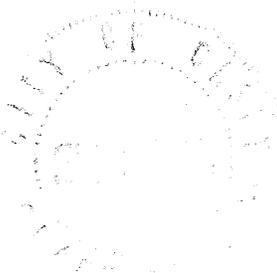
I further certify that on June 3rd, 2024, the corporate authorities of such municipality passed and approved Ordinance # 561 entitled "An Ordinance Authorizing the Sale of Real Estate (802 SW 4th Street, Casey, Illinois) which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance # 561, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 3rd, 2024 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

I further certify that the within and foregoing is a true, perfect and complete copy of the Ordinance of the City of Casey, County of Clark, and State of Illinois, being Ordinance # 561 of the City of Casey, Illinois, and on file and of record in my office.

Dated at Casey, Illinois, this 3rd day of June, 2024.

(SEAL)



Jeremy Mumford
Jeremy Mumford, City Clerk
City of Casey, County of Clark
and State of Illinois

EXHIBIT A

Lot One Hundred in Dulaney's Fifth Addition to the Town (now City) of Casey,
Clark County, Illinois.

Parcel Identification Number: 03-11-19-20-404-002
Site Address: 802 SW 4th Street, Casey, Illinois 62420

EXHIBIT B

AGREEMENT TO PURCHASE

Buyer, Danny "Dean" Carver, Jr., of _____, Casey, Illinois 62420,
Phone: 217-232-2959, agrees to purchase at a price of One Thousand and 00/100 Dollars (\$1,000.00) (hereinafter referred to as the "Purchase Price") on the terms set forth, the following real estate legally described as:

Lot One Hundred in Dulaney's Fifth Addition to the Town (now City) of Casey, Clark County, Illinois;

Parcel Identification Number: 03-11-19-20-404-002

commonly known as: 802 SW 4th Street, Casey Illinois 62420, consisting of approximately 0.19+/- acres (hereinafter referred to as the "Real Estate"). Lot size or acreage is not warranted and shall not affect the purchase price.

Seller, City of Casey, Illinois, of 101 W. Alabama Avenue, P. O. Box 425, Casey, Illinois 62420,
Phone: 217-932-2700, agrees to sell the Real Estate at the price and terms set forth and convey to Buyer on the following terms and conditions:

1. **PAYMENT.** Buyer has paid no earnest money and Buyer agrees to pay the entire Purchase Price, plus or minus pro-rations, at closing.
2. **THIS AGREEMENT HAS NO CONTINGENCIES.**
3. **ADDITIONAL TERMS OF PURCHASE.** As additional consideration of the conveyance of the Real Estate from the Seller to the Buyer, Buyer and Seller agree that:
 - (a) Buyer shall, within six (6) months from the date of closing, remove or cause to be removed the existing mobile home structure located on the Real Estate, as well as remove from the Real Estate, all debris, building material, junk, scrap, and any and all other personal property related to the existing mobile home structure on the Real Estate. If the Buyer fails to complete these items within six (6) months from the date of closing, then title to the Real Estate shall revert to the Seller, together with any and all improvements thereon;
 - (b) Buyer shall, within two (2) years of closing, complete construction or installation of a double-wide mobile home residence on the Real Estate in compliance with the plan submitted with Buyer's proposal to purchase the Real Estate, with said proposal being attached hereto as Exhibit A and hereby incorporated by reference as though fully stated herein. If Buyer fails to construct or install said double-wide mobile home residence on the Real Estate within two (2) years from the date of closing, then title to the Real Estate shall revert to the Seller, together with any and all improvements thereon;

The provisions of this Section 3 shall not be construed to merge with the passage of title to the Real Estate and shall survive Closing or other termination of this Agreement to Purchase Real Estate. The stated special conditions shall be included in the deed to Buyer.

4. **CLOSING.** This transaction shall be closed within sixty (60) days from the date of this Agreement or on such other date as mutually agreed by the parties in writing at TAYLOR LAW OFFICES, P.C. or elsewhere in Clark County, Illinois.

5. **CLOSING COSTS.** Buyer shall be responsible for all closing costs, including, but not limited to, the cost of preparation of this Agreement, the deed and transfer declaration, as well as any fees charged by the closing agent for conducting the closing.

6. **POSSESSION.** Seller shall deliver possession on date of closing.

7. **PRORATIONS.** All pro-rations including general real estate taxes and unpaid assessments shall be made as of closing or date of possession whichever occurs first. All pro-rations shall be based upon latest available information.

8. **TAXES.** Buyer shall pay, if any assessed, the 2023 and 2024 real estate taxes due and payable in 2024 and 2025, respectively, when they come due and shall pay real estate taxes for all subsequent years.

9. **TITLE EVIDENCE.** Upon acceptance of this Agreement, Buyer shall, at his option and expense obtain title evidence in the form of a Commitment for Owners Title Insurance. Buyer shall, at his option and expense, obtain a title search and title insurance policy in the amount of the Purchase Price, dated after the date of this Agreement, containing the standard American Land Title Association provisions, and containing exceptions normally accepted by lenders doing business in the county where the Real Estate is located.

10. **TITLE CONDITIONS:**

A. The title may be subject to:

- (1) all taxes and special assessments payable after date of closing, if any;
- (2) zoning laws and ordinances of which there are no violations, if any;
- (3) restrictions, conditions and covenants of record, if any;
- (4) private, public and utility easements of record, if any;
- (5) roads, and rights of way of record, if any;
- (6) drainage ditches, feeders, laterals and underground tiles, if any;
- (7) existing oil and gas leases and mineral conveyances, if any;
- (8) encroachments, openly existing.

B. If title has defects which cannot be removed by date of closing, Seller may postpone closing for up to thirty (30) days for purposes of clearing such defects or securing title insurance to insure over such defects.

C. If the title has defects which constitute interests, encumbrances or liens of ascertainable amounts which may be removed by the payment of money at closing then either party, upon giving written notice to the other of his intention, may clear the same by using funds from closing.

D. If the title has defects which cannot be cleared under paragraphs B or C, then Buyer may at his election terminate this Agreement and any earnest deposit shall be returned to Buyer, or Buyer may elect to take the Real Estate subject to the defects. Buyer's election must be in writing and directed to Seller or Seller's agent.

11. ENVIRONMENTAL. Seller warrants and represents that it has no knowledge of any present or prior use of, or activity on the Real Estate which resulted in the disposal or placement of hazardous substances on the Real Estate. Seller further warrants and represents that it has no knowledge of any pollutant or contaminant to the environment being in, on, or about the Real Estate. The term "hazardous substances", "pollutant", or "contaminant" have the same meaning as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C., 9601-9675. This warranty shall survive the closing.

12. ENVIRONMENTAL DISCLOSURE. Seller warrants: (1) that the Real Estate does not contain a facility which is subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. 11022; and (2) that the Real Estate has no underground storage tanks which require notification under the Solid Waste Disposal Act, 42 U.S.C. 6991 et. seq.

13. CONVEYANCE. At closing Seller shall convey the Real Estate by Quitclaim Deed, pursuant to 765 ILCS 5/10 releasing homestead rights.

14. TRANSFER TAXES. Seller further agrees to provide a completed State of Illinois Department of Revenue Real Estate Transfer Declaration (PTAX-203).

15. RESERVED.

16. AS IS. Buyer agrees that he is buying the Real Estate **AS IS** without warranty or representation of any kind, express or implied, unless it is expressly stated in a writing signed by the Seller.

17. WARRANTIES. Seller warrants that prior to the execution of this Agreement neither Seller nor its agent have received any notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure within 10 years of this date.

18. DEFAULT. Should Buyer fail to close, Seller may elect to retain Buyer's earnest money; or in the event either party brings an action for specific performance of this Agreement or for damages resulting from the other party's default, the prevailing party's reasonable attorneys' fees and costs of suit may be assessed as damages against the defaulting party in any judgment rendered.

18. NOTICES. Notices required by this Agreement shall be in writing and may be served by personal delivery, or by mailing the same certified mail, return receipt requested, telegram, commercial express mail or electronic facsimile, to the addresses stated above. Notice shall be deemed to have been served on the date of mailing, or transmission.

20. DISCLOSURE. Buyer and Seller agree to make all disclosures and perform all acts necessary to comply with applicable federal and state laws, and to satisfy the requirements, if any, of the mortgage lender and settlement agent.

21. TIME. Time is of the essence of this Agreement. The terms are binding upon the respective parties, their executors, administrators, successors and assigns. Waiver by the Seller of any breach upon the part of the Buyer shall not constitute the waiver of any subsequent breach.

22. GENDER. Where appropriate singular denotes plural and masculine denotes feminine and neuter gender.

23. **COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile or electronic mail signatures and the receipt of such executed counterparts shall be binding upon the parties and shall be construed as originals.

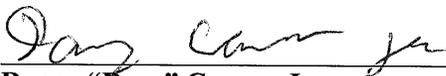
In witness thereof, the parties have signed this Agreement with an effective date of June 21st, 2024.

Seller:

City of Casey, Illinois, a municipal corporation

By: 
Michael E. Nichols, Mayor

Buyer:


Danny "Dean" Carver, Jr.

This instrument prepared by:

Taylor Law Offices, P.C.
Tracy A. Willenborg
122 E. Washington Avenue
P.O. Box 668
Effingham, IL 62401
Phone: (217) 342-3925

EXHIBIT A

Plans for SW 4th St.
On 802 + 804, we are planning on
putting a ^{new} double wide mobile home
on the two after tearing down or removing
the two house trailers.

John W. Sidwell
Danny "Dean" Carver, Jr.

Bid
I am submitting a bid of \$1,000 for
802 SW 4th St, Casey, IL, 62420.

John W Sidwell

4-15-24