

VILLAGE OF HECKER, ILLINOIS  
ORDINANCE NO. 23-003

**AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE**

WHEREAS, the Village of Hecker ("Village"), St. Clair and Monroe 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 ("Code"), and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the corporate authorities of the Village deem it advisable and necessary for the health, safety and welfare of the residents of the Village of Hecker to purchase land for storage of maintenance equipment and public works supplies ("Property"); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Code, the Village is authorized to purchase real and personal property for public purposes; and

WHEREAS, the corporate authorities of the Village deem it advisable and necessary for the health, safety and welfare of the residents of the Village of Hecker to provide for the purchase of Property located at 251 West Back Street, Hecker, Illinois 62248, currently situated on Parcel No. 12-04-133-006-000 ("Property"); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Code, the Village is authorized to purchase real and personal property for public purposes; and

WHEREAS, Theodore Daniels and Anette Daniels have agreed to sell the Property to the Village of Hecker for the purchase price of \$67,500.00, to be paid at closing.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Hecker, as follows:

1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one ("1") of this Ordinance.
2. That the corporate authorities of the Village hereby determine that it is advisable, necessary and in the interests of the public health, safety and welfare that the Village purchase the Property.

3. From and after the effective date of this Ordinance, the Mayor and the Clerk of the Village are hereby authorized and directed to execute the Real Estate Sales Contract, a copy of which is attached as Exhibit A, and the closing documents, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the closings of these properties.
4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED and APPROVED this 30<sup>th</sup> day of September, 2023.

	AYE	NAY	ABSENT
Aaron Eckart	<u>✓</u>	_____	_____
Arnie Eckart	<u>✓</u>	_____	_____
Rich Happel	_____	_____	<u>✓</u>
Jim Mueth	<u>✓</u>	_____	_____
Douglas Van Buren	<u>✓</u>	_____	_____
Gary Wittenauer	<u>✓</u>	_____	_____



ATTEST:

Annette Schreder  
Annette Schreder, Village Clerk

Charles Kujawski  
Charles Kujawski, Mayor

## REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract ("Agreement") is entered into this 15<sup>th</sup> day of October, 2023 (the "Effective Date"), by and between Theodore Daniels and Anette Daniels (hereinafter referred to as the "Seller"), of 1416 Boone's Lick Road, St. Charles, Missouri 63301, and the Village of Hecker, Illinois (hereinafter referred to as the "Buyer"), of 151 West Monroe Street, Hecker, Illinois, 62248-0176.

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. The property consists of a single family residence, a 30' x 48' pole shed with concrete floor and lot located at 251 West Back Street, P.O. Box 233, Hecker, Illinois, 62248, bearing a parcel identification number of 12-04-133-006-000, and more legally described as: Lots 4, 5 and 6 in Block 6 of Rexroth's addition to the Town of Freedom, now Village of Hecker, Monroe County, Illinois. Situated in the Village of Hecker, State of Illinois. The real property described in this Agreement is referred to as the "Property". The Sellers may keep all of the personal property.

(a) 2. Consideration. The consideration for the conveyance is:

A. Purchase Price. \$67,500.00 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 the Seller, \$2,000.00 to bind Seller's obligations under this Agreement.

3. Contingencies. This Agreement and the Buyer's obligation to close the sale transaction contemplated herein is specifically contingent upon satisfaction of each of the following contingencies (the "Contingencies"), any or all of which may be waived by Buyer, at its sole discretion, in writing to Seller or Seller's agent. The Buyer may extend any contingency period defined below with the written consent or agreement of the Seller, at Seller's sole and absolute discretion. In the event Buyer shall determine, at its sole discretion, that any of the following Contingencies are unsatisfactory to Buyer, then Buyer may terminate this Agreement by written notice thereof to Seller at any time prior to closing. In the event Buyer elects to terminate this Agreement, all earnest money previously deposited shall be returned to Buyer, and this Agreement shall be null and void. Should Buyer fail to waive any contingency within the respective contingency period, or extension thereof, this Agreement shall become null and void and all earnest money previously deposited shall be returned to the Buyer.

A. Title and Survey Approval. No later than seven (7) days after the execution of this Agreement, Buyer will (1) order a commitment for title insurance from Columbia Title Company ("Title Company") to be provided to the Buyer for an Owner's policy of title insurance. 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.

- B. Inspections. The City has thirty (30) days from the execution of this contract to conduct any inspections prior to the closing. However, the City acknowledges that said property is being sold in "As Is" condition.

4. Closing. The sale of the Property will be closed at the offices of Columbia Title Company, located at 110 Veterans Parkway, Columbia, IL 62236 on or about November 30, 2023, unless otherwise agreed by the parties. Seller will deliver full and exclusive possession of the Property to Buyer. Title will pass when the sale is closed. Possession of the Property and keys to be delivered to Buyer no later than 5:00 p.m. of the closing date. All parties agree to sign and execute closing documents at a time that facilitates this possession. Seller warrants that the Property will be vacant and be delivered to Buyer in its same condition (together with any improvements or repairs required by this Agreement), ordinary wear and tear excepted, as it was on the date of this Agreement. However, the Seller is not required to clean the house.

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

- A. Deed. Seller shall transfer title to Buyer by general warranty deed, subject only to the following: (1) zoning regulations; (2) general taxes payable in the current year and thereafter; (3) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; (4) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the Property as it exists for residential purposes as of the Effective Date of this Agreement.
- B. Title Policy. At Buyer's expense, the Title Company will issue an Owner's title policy on the latest ALTA form including mechanics lien coverage.

- C. *Affidavit of Foreign Status.* Seller will sign an affidavit that Seller is not a "foreign person" under the Internal Revenue Act of 1986, as amended.
6. *Sales Expenses To Be Paid in Immediately Available Funds at or Prior to Closing.*
- A. *Buyer's Expenses.* Buyer will pay all of the closing costs at closing.
- B. *Prorations and Taxes.* The Buyer will pay for all of the 2023 real estate taxes payable in 2024.
7. *Representations.* Buyer and Seller, as applicable, represent that:
- A. *Liens.* As of the closing date, there will be no unrecorded liens, assessments or Uniform Commercial Code Security Interests against any of the Property that will not be satisfied by Seller out of the sales price, other than the lien for ad valorem taxes not yet due or payable. If any representation above is untrue on the closing date, either party may terminate this Agreement or Seller shall pay for same at closing.
- B. *Maintenance and Operation of Property.* From and after the Effective Date of this Agreement and until the closing, Seller will maintain and keep the Property in substantially the same condition, order and repair as the same exists on the Effective Date of this Agreement, ordinary wear and tear excepted. From and after the Effective Date of this Agreement and until Closing, Seller will not, without the prior written consent of Buyer, do any of the following: (a) enter into an agreement or arrangement assigning, selling, mortgaging, pledging or subjecting to any lien or encumbrance any of the Property; (b) incur or agree to incur any obligation or liability (absolute or contingent) affecting the Property; or (c) lease or rent any of the Property.
- C. Neither Buyer nor Seller is a party to, or affected by, any contract or agreement which may prevent Buyer's or Seller's execution of this Agreement or Buyer's or Seller's fulfillment of its respective obligations under this Agreement; and there are no judgments, whether abstracted or not, liens or other security interests, against Buyer or Seller, which may attach or affect the Property. This representation will survive closing

Any misrepresentation or breach of any representation, warranty, covenant or agreement under this section will permit either party to terminate this Agreement.

8. *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, or Buyer may enforce specific performance of this Agreement and proceed to closing, or pursue any remedies it may have at law or equity.

9. 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.

10. 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.

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

12. Notices. All notices must be in writing and delivered to the applicable address set forth in the opening paragraph of this Agreement. Notice will be effective on receipt if by hand delivery, on the next 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.


22. No Offer. The submission of this Agreement for examination does not constitute an offer to enter into a contract, and this Agreement shall become effective only upon execution and delivery hereof by Seller and Buyer.

**SELLER**

  
Theodore Daniels

  
Anette Daniels

**BUYER**

  
Charles Kujawski, Mayor

**ATTEST:**

  
Annette Schreder, Village Clerk

