



DocId:38786306

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RETURN TO:

**KIM THOMAS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

2025R21095
STATE OF ILLINOIS
MADISON COUNTY
08/01/2025 09:41 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
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OF PAGES: 6

CITY OF TROY

ORDINANCE NO. 2025 - 19

50 CTU

**AN ORDINANCE AUTHORIZING THE PURCHASE OF LAND
BY THE CITY OF TROY, ILLINOIS (220 Edwardsville Road)**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 5th DAY OF MAY, 2025**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 5th day of May, 2025**

DR

ORDINANCE NO. 2025 - 19

AN ORDINANCE AUTHORIZING THE PURCHASE OF LAND BY THE CITY OF TROY, ILLINOIS (220 Edwardsville Road)

WHEREAS, 65 ILCS 5/11-76, et seq., 65 ILCS 5/11-61-3 et seq. and 65 ILCS 5/11-71-1 et seq. authorize the City of Troy, Illinois, to acquire this parcel of real property for public purposes (2/3 vote required); and

WHEREAS, the City of Troy, Illinois has agreed to release all liens on this parcel of real property; and

WHEREAS, the City of Troy, Illinois, has negotiated the terms and conditions of said Purchase Agreement attached hereto as "Exhibit A" and the City of Troy, Illinois, believes that same are in the best interest of the City and its residents, and will further improve the health, safety and welfare of the residents of the City of Troy, Illinois.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:

- 1. The recitals are true and accurate and are hereby incorporated by reference.
2. The Mayor and Clerk of the City of Troy, Illinois, are hereby authorized to execute the Purchase Agreement attached hereto as "Exhibit A";
3. The Mayor and/or City Administrator of the City of Troy, Illinois, are hereby further authorized to execute and deliver any deeds, closing statements, or other documents necessary to complete this transaction and the City Clerk is authorized to attest to the same.
4. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
5. This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 5th day of May, 2025.

Aldermen Vote:

Table with 3 columns: Alderman Name, Vote (checkmark/absent), and Tally (Ayes, Nays, Absent, Abstain). Includes names like Dan Dawson, Sam Italiano, etc.



APPROVED: [Signature]
By: DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:
By: [Signature]
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

EXHIBIT A
Purchase Agreement

SALES AGREEMENT

THIS AGREEMENT, made and entered into at Troy, Illinois, this 29th day of April, 2025, by and between Hancock Construction, LLC, an Illinois limited liability company, hereinafter referred to as "Seller," and the City of Troy, Illinois, hereinafter referred to as "Buyer."

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase the following described real estate "as is," to-wit:

220 Edwardsville Road

Troy, IL 62294

Parcel No.: 09-2-22-09-06-102-013

upon the following terms and conditions: the selling price of said premises is Twenty Five Thousand and 00/100 Dollars (\$25,000.00) which is to be paid within thirty (30) days of the date hereof, provided that Seller shall have furnished Buyer with a title policy in the amount of the purchase price, showing merchantable title free and clear of all liens and encumbrances, other than the current taxes, and a good and sufficient Warranty Deed with the proper amount of revenue stamps attached thereto conveying said property to Buyer or as Buyer shall direct. If the balance of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) is not paid at the time indicated, time being of the essence of this Agreement, then the Seller may cancel this Agreement and this Agreement shall then be of no further binding effect upon either party hereto.

A preliminary title policy, extended to date showing good and merchantable title is to be furnished by Seller to Buyer. Buyer shall have a reasonable time, not exceeding fifteen (15) days from the date of delivery of same to Buyer, or Buyer's agent, to examine the same and in the event any defect appears in said title policy, Buyer shall notify the Seller in writing immediately. Seller shall have sixty (60) days time to have any defects cured or if unable to do so, and if such defects are not thereupon waived by the Buyer, then the Seller may cancel this Agreement and the Buyer shall thereupon have no further claim upon Seller.

Possession shall be given on the payment of the full balance of the purchase price and the delivery of the Warranty Deed. Seller agrees to maintain existing fire and extended coverage insurance upon any improvements upon said property.

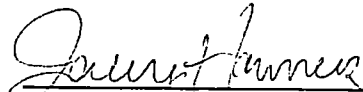
Unpaid real estate taxes for the year 2024 and prior years are the full responsibility of the Seller. Any unpaid taxes at the time of closing for the year 2024 and prior years will be credited to the Buyer, which Buyer will pay. Real estate taxes for the year 2025 due and payable in 2026 are to be pro-rated between the parties on a calendar year basis as of the date of possession based upon the amount of the most recent tax information available. Buyer will receive a credit from Seller for the prorated amount of taxes for 2025. Buyer agrees to pay the 2025 taxes due and payable in 2026 in full, and all subsequent taxes, regardless of the amount thereof.

Buyer shall adopt and record a full release executed by the authorized signator(s) of the City of Troy, Illinois for all liens levied by Buyer upon the subject property, or a declaration of merger with respect to same. Seller shall therefore not be responsible for

any liens levied by Buyer upon the subject property, and any such liens shall be released prior to the closing of the sale of real estate contemplated herein.

SELLER:


BUYER:



Hancock Construction, LLC

By: Jaclyn D. Hancock

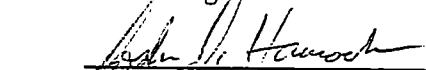
Its: Manager



City of Troy

By: Jay Keeven

Its: City Administrator



Hancock Construction, LLC

By: Joshua J. Hancock

Its: Manager

END OF DOCUMENT