

ORDINANCE NO: 1773

AN ORDINANCE REPEALING ORDINANCE #1768 AND AUTHORIZING THE
PURCHASE OF CERTAIN REAL ESTATE
(Nederhoff Parcel)

WHEREAS, the City of Fulton (hereinafter City) is a municipal corporation under the laws of the State of Illinois.

WHEREAS, the City has the authority to purchase real property for public purposes pursuant to Section 11-76.1-1 of the Illinois Municipal Code.

WHEREAS, the City determined that it is in the best interests of the City of Fulton to acquire certain property owned by Dan and Jill Nederhoff (hereinafter Nederhoffs) lying in the Fulton Industrial Park for the purposes of water main construction in Ordinance No. 1768 passed at the regular meeting of the City Council on November 10, 2025.

WHEREAS, it is necessary to purchase two parcels of property from the Nederhoffs to complete the water main construction.

WHEREAS, Ordinance No. 1768 erroneously described and contained the purchase price for only one of the two parcels of land to be acquired from the Nederhoffs.

WHEREAS, the Real Estate Purchase Agreement approved at the November 10, 2025, regular meeting of the city council contained the same errors as Ordinance No. 1768.

WHEREAS, the City has determined that it is necessary to repeal Ordinance No. 1768 and its approval of the contract published in the agenda for the November 10, 2025, regular meeting of the city council.

WHEREAS, the City still determines that it is in the best interest of the City of Fulton to acquire certain property owned by the Nederhoffs lying in the Fulton Industrial Park for the purposes of water main construction. Said real estate is legally described as:

PARCEL 1:

Part of the Northeast Quarter of Section 33, Township 22 North, Range 3 East of the Fourth Principal Meridian, Whiteside County, Illinois, described as follows:

Beginning at the southeast corner of Lot 16 in the Fulton Industrial Development Subdivision, thence South 10 degrees 15 minutes 59 seconds West, 1343.25 feet on the west right of way line of the former Chicago, Madison, St. Paul, and Pacific Railroad, to the south line of said Northeast Quarter; thence South 89 degrees 50 minutes 55 seconds West, 86.42 feet on said south line; thence North 10 degrees 15 minutes 59 seconds East, 30.16 feet; thence North 33 degrees 18 minutes 51 seconds East, 114.94 feet; thence North 10 degrees 15 minutes 59 seconds east, 1215.45 feet to the south line of said Fulton Industrial Development Subdivision; thence North 89 degrees 38 minutes 23 seconds East, 40.70 feet on said south line, to the Point of Beginning, containing 1.31 acres, more or less

7. The City Council grants the Mayor the authority to execute all documents necessary to complete closing on the purchase of the real estate.
8. Upon passage of the ordinance, the City Clerk is directed to have this ordinance published twice in a newspaper of general circulation in the City.
9. Pursuant to Section 11-76.1-1 of the Illinois Municipal Code, this ordinance shall become effective thirty (30) days following the second date of publication.

PASSED by the Mayor and City Council of the City of Fulton, Whiteside County, Illinois, on the 26 day of January, 2026, and deposited and filed in the office of the City Clerk on that date, pursuant to roll call vote as follows:

Elected Alderman: 8

AYES: 7

NAYES: 0

ABSENT: 1



Shane Malone, Mayor

Approved by the Mayor of the City of Fulton, Illinois, this 26th day of January, 2026.

ATTEST:



City Clerk

REAL ESTATE PURCHASE AGREEMENT

ARTICLES OF AGREEMENT entered into in duplicate this 26 day of January, 2025, between DAN H. NEDERHOFF and JILL RENEE NEDERHOFF, as Seller, and THE CITY OF FULTON, an Illinois municipal corporation, as Buyer, WITNESSETH:

1. Property to be Conveyed: The Seller agrees to convey to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate described as follows:

Parcel 1:

Part of the Northeast Quarter of Section 33, Township 22 North, Range 3 East of the Fourth Principal Meridian, Whiteside County, Illinois, described as follows:

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Part of PIN No: 01-33-251-008

Parcel 2:

Part of Lot 16 in the Fulton Industrial Development Subdivision, City of Fulton, Whiteside County, Illinois, described as follows:

Part of the southeast corner of said Lot 16; thence South 89 degrees 38 minutes 23 seconds West, 40.70 feet on the south line of Lot 16; thence North 10 degrees 15 minutes 59 seconds East, 349.70 feet; thence North 02 degrees 20 minutes 12 West, 136.92 feet; thence North 20 degrees 51 minutes 18 seconds East, 162.58 feet; thence North 10 degrees 15 minutes 59 seconds East, 105.31 feet to the south right of way line of 22nd Avenue; thence South 53 degrees 55 minutes 08 seconds East, 44.43 feet on said south right of way line, to the west right of way line of the former Chicago, Madison, St. Paul and Pacific Railroad; thence South 10 degrees 15 minutes 59 seconds West, 721.59 feet on said west right way of line, to the Point of Beginning, containing 0.78 acres, more or less

Part of PIN No: 01-22-202-010

2. Purchase Price and Closing: The Purchase Price for said real estate shall be paid at a rate of Fifteen Thousand and no/100ths Dollars (\$15,000) per acre, which shall be equal to:
 - (a) Nineteen Thousand, Six Hundred and Fifty and No/100ths Dollars (\$19,650) for Parcel 1; and
 - (b) Eleven Thousand, Seven Hundred and no/100ths Dollars (\$11,700) for Parcel 2.

Closing of the transaction shall be on or before February 28, 2026. Delivery of the deed and the first installment of purchase price shall be held at the office of the City Attorney for the Buyer.

3. Reservations of Record: The Seller hereby expressly warrants that Seller has received no notice from any city, village or other governmental authority of a dwelling code violation having been issued and none has been received by them or their agent before the execution of this contract. Seller further warrants that the only easements, covenants, restrictions and reservations are those on or filed with the plat, if any.
4. Title Commitment: The Buyer shall have the title searched and obtain a guarantee policy of title insurance in the form of "American Title Association Owner's Policy, Standard Form A, Central Region, 1960" or better, with only the usual exceptions, in the coverage amount of Thirteen-One Thousand, Three Hundred Fifty and no/100ths Dollars (\$31,350). Should the Buyer raise objections to the title based on the title commitment, then the Seller shall remove those objections prior to closing.
5. Deed: The Seller shall transfer title to the real estate to the Buyer by Warranty Deed, which shall be delivered at closing. the real estate until the final payment of purchase price is made.
6. Possession: Possession shall be given to the Buyer at closing.
7. Closing Costs & Taxes: Except where otherwise stated, each party shall be responsible for the closing costs customarily born by such party in Whiteside County, Illinois. Sellers shall be responsible for the 2025 real estate taxes.
8. Time: It is mutually agreed that the time of payment shall be the essence of his contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties hereto.

9. Binding Agreement: This contract shall become binding on the parties thirty days following publication of the City Ordinance authorizing the purchase of the real estate.

IN WITNESS WHEREOF, Seller and Buyer have executed this Real Estate Purchase Agreement as of the day and year stated below.

SELLER:

DAN H. NEDERHOFF

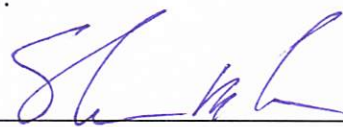
By:

Dan H. Nederhoff

BUYER:

CITY OF FULTON

By:



Shane Malone, as Mayor of the City
of Fulton, an Illinois municipal corporation

JILL RENEE NEDERHOFF

By:

Jill Renee Nederhoff

ATTEST:



Tori Wade, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAN H. NEDERHOFF and JILL RENEE NEDERHOFF personally 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 same instrument as his free and voluntary act for the use and purposes therein set forth.

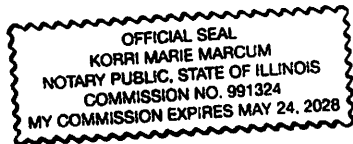
Given under my hand and Notarial seal this _____ day of _____
_____, 2026

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF WHITESIDE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shane Malone, personally known to me to be the Mayor of the City of Fulton, and Tori Wade, personally known to me to be the City Clerk of said City of Fulton, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as Mayor and City Clerk of said city and caused the corporate seal of said city to be affixed thereto, pursuant to authority, given by the city council of said city as their free and voluntary act, and the free and voluntary act and deed of said municipal corporation, for the use and purposes therein set forth.

Given under my hand and Notarial seal this 27th day of January, 2026.



Korri Marie Marcum
Notary Public

AFFIDAVIT OF PUBLICATION

CLINTON COUNTY
STATE OF IOWA } ss.

I, Chris Baldus, being first duly sworn an oath depose and say:

That I am the Editor of The Clinton Herald, a newspaper of general circulation published and printed daily in the City of Clinton, County of Clinton, State of Iowa, and that the

City of Fulton - Ordinance No. 1773

CITY OF FULTON ORDINANCE NO.: 1773

AN ORDINANCE REPEALING ORDINANCE #1768 AND AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE (Nederhoff Parcel) WHEREAS, the City of Fulton (hereinafter City) is a municipal corporation under the laws of the State of Illinois WHEREAS, the City has the authority to purchase real property for public purposes pursuant to Section 11-76.1-1 of the Illinois Municipal Code. WHEREAS, the City determined that it is in the best interests of the City of Fulton to acquire certain property owned by Dan and Jill Nederhoff (hereinafter Nederhoffs) lying in the Fulton Industrial Park for the purposes of water main construction in Ordinance No. 1768 passed at the regular meeting of the City Council on November 10, 2025. WHEREAS, it is necessary to purchase two parcels of property from the Nederhoffs to complete the water main construction. WHEREAS, Ordinance No. 1768 erroneously described and contained the purchase price for

only one of the two parcels of land to be acquired from the Nederhoffs. WHEREAS, the Real Estate Purchase Agreement approved at the November 10, 2025, regular meeting of the city council contained the same errors as Ordinance No. 1768. WHEREAS, the City has determined that it is necessary to repeal Ordinance No. 1768 and its approval of the contract published in the agenda for the November 10, 2025 regular meeting of the city council. WHEREAS, the City still determines that it is in the best interest of the City of Fulton to acquire certain property owned by the Nederhoffs lying in the Fulton Industrial Park for the purposes of water main construction. Said real estate is legal described as:
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7. The City Council grants the Mayor the authority to execute all documents necessary to complete closing on the purchase of the real estate.
8. Upon passage of the ordinance, the City Clerk is directed to have this ordinance published twice in a newspaper of general circulation in the City.

9. Pursuant to Section 11-76.1-1 of the Illinois Municipal Code, this ordinance shall become effective thirty (30) days following the second date of publication. PASSED by the Mayor and City Council of the City of Fulton, Whiteside County, Illinois, on the 26th day of January, 2026, and deposited and filed in the office of the City Clerk on that date, pursuant to roll call votes as follows:
Elected Alderman: 8
AYES: 7
NAYES: 0
ABSENT: 1
Shane Malone
Mayor
Approved by the Mayor of the City of Fulton, Illinois, this 26th day of January, 2026.
ATTEST:
Toni Wade
City Clerk
Date of second publication:
February 10, 2026
Published: Feb. 3 & 10, 2026

Editor
Chris Baldus

printed once
on, in said
print were

ned, was cut

Subscribed and sworn to before me this 10th day of
February, 2026

(Signed)

Pamela Joleen Reedy
Notary Public

Pamela Joleen Reedy

My Commission Expires February 2, 2027



PAMELA JOLEEN REEDY
Commission Number 853691
My Commission Expires
February 2, 2027

AFFIDAVIT OF PUBLICATION

CLINTON COUNTY } ss.
STATE OF IOWA }

I, Chris Baldus, being first duly sworn an oath depose and say:

That I am the Editor of The Clinton Herald, a newspaper of general circulation published and printed daily in the City of Clinton, County of Clinton, State of Iowa, and that the

City of Fulton - Ordinance No. 1773

hereto attached and made a part thereof, was printed once each week for 2 week(s) in succession, in said newspaper Clinton Herald that the dates of said print were

February 3 & 10, 2026

and that the copy of said notice, hereto attached, was cut from one of said printings.

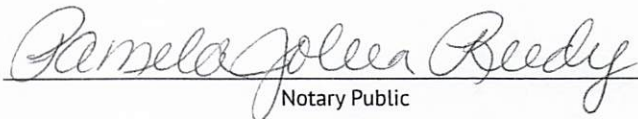
(Signed) _____



Editor
Chris Baldus

Subscribed and sworn to before me this 10th day of
February, 2026

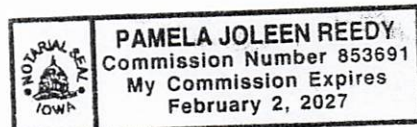
(Signed) _____



Notary Public

Pamela Joleen Reedy

My Commission Expires February 2, 2027



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under the Contact Us tab

purchase two parcels of property from the Nederhoffs to complete the water main construction. WHEREAS, Ordinance No. 1768 erroneously described and contained the purchase price for

ald.com

Copy

REAL ESTATE PURCHASE AGREEMENT

ARTICLES OF AGREEMENT entered into in duplicate this 26 day of January, 2025, between DAN H. NEDERHOFF and JILL RENEE NEDERHOFF, as Seller, and THE CITY OF FULTON, an Illinois municipal corporation, as Buyer, WITNESSETH:

1. Property to be Conveyed: The Seller agrees to convey to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate described as follows:

Parcel 1:

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Part of PIN No: 01-33-251-008

Parcel 2:

Part of Lot 16 in the Fulton Industrial Development Subdivision, City of Fulton, Whiteside County, Illinois, described as follows:

Part of the southeast corner of said Lot 16; thence South 89 degrees 38 minutes 23 seconds West, 40.70 feet on the south line of Lot 16; thence North 10 degrees 15 minutes 59 seconds East, 349.70 feet; thence North 02 degrees 20 minutes 12 West, 136.92 feet; thence North 20 degrees 51 minutes 18 seconds East, 162.58 feet; thence North 10 degrees 15 minutes 59 seconds East, 105.31 feet to the south right of way line of 22nd Avenue; thence South 53 degrees 55 minutes 08 seconds East, 44.43 feet on said south right of way line, to the west right of way line of the former Chicago, Madison, St. Paul and Pacific Railroad; thence South 10 degrees 15 minutes 59 seconds West, 721.59 feet on said west right way of line, to the Point of Beginning, containing 0.78 acres, more or less

Part of PIN No: 01-22-202-010

2. Purchase Price and Closing: The Purchase Price for said real estate shall be paid at a rate of Fifteen Thousand and no/100ths Dollars (\$15,000) per acre, which shall be equal to:

- (a) Nineteen Thousand, Six Hundred and Fifty and No/100ths Dollars (\$19,650) for Parcel 1; and

- (b) Eleven Thousand, Seven Hundred and no/100ths Dollars (\$11,700) for Parcel 2.

Closing of the transaction shall be on or before February 28, 2026. Delivery of the deed and the first installment of purchase price shall be held at the office of the City Attorney for the Buyer.

3. Reservations of Record: The Seller hereby expressly warrants that Seller has received no notice from any city, village or other governmental authority of a dwelling code violation having been issued and none has been received by them or their agent before the execution of this contract. Seller further warrants that the only easements, covenants, restrictions and reservations are those on or filed with the plat, if any.
4. Title Commitment: The Buyer shall have the title searched and obtain a guarantee policy of title insurance in the form of "American Title Association Owner's Policy, Standard Form A, Central Region, 1960" or better, with only the usual exceptions, in the coverage amount of Thirteen-One Thousand, Three Hundred Fifty and no/100ths Dollars (\$31,350). Should the Buyer raise objections to the title based on the title commitment, then the Seller shall remove those objections prior to closing.
5. Deed: The Seller shall transfer title to the real estate to the Buyer by Warranty Deed, which shall be delivered at closing. the real estate until the final payment of purchase price is made.
6. Possession: Possession shall be given to the Buyer at closing.
7. Closing Costs & Taxes: Except where otherwise stated, each party shall be responsible for the closing costs customarily born by such party in Whiteside County, Illinois. Sellers shall be responsible for the 2025 real estate taxes.
8. Time: It is mutually agreed that the time of payment shall be the essence of his contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties hereto.

9. Binding Agreement: This contract shall become binding on the parties thirty days following publication of the City Ordinance authorizing the purchase of the real estate.

IN WITNESS WHEREOF, Seller and Buyer have executed this Real Estate Purchase Agreement as of the day and year stated below.

SELLER:

DAN H. NEDERHOFF

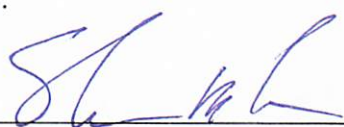
By:

Dan H. Nederhoff

BUYER:

CITY OF FULTON

By:



Shane Malone, as Mayor of the City
of Fulton, an Illinois municipal corporation

JILL RENEE NEDERHOFF

By:

Jill Renee Nederhoff

ATTEST:



Tori Wade, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAN H. NEDERHOFF and JILL RENEE NEDERHOFF personally 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 same instrument as his free and voluntary act for the use and purposes therein set forth.

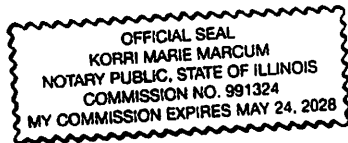
Given under my hand and Notarial seal this _____ day of _____
_____, 2026

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF WHITESIDE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shane Malone, personally known to me to be the Mayor of the City of Fulton, and Tori Wade, personally known to me to be the City Clerk of said City of Fulton, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as Mayor and City Clerk of said city and caused the corporate seal of said city to be affixed thereto, pursuant to authority, given by the city council of said city as their free and voluntary act, and the free and voluntary act and deed of said municipal corporation, for the use and purposes therein set forth.

Given under my hand and Notarial seal this 27th day of January, 2026.



Korri Marie Marcum
Notary Public

PARCEL 2:

Part of Lot 16 in the Fulton Industrial Development Subdivision, City of Fulton, Whiteside County, Illinois, described as follows:

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(hereinafter the “real estate”)

NOW , THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR OF THE CITY OF FULTON, ILLINOIS , as follows :

- 1. Ordinance No. 1768 of the City Council for the City of Fulton is hereby repealed.**
- 2. The City Council’s approval of the Real Estate Purchase Agreement published in the agenda for the November 10, 2025, regular meeting of the City Council for the City of Fulton is repealed.**
- 3. The City Council hereby authorizes the purchase of the real estate described above for the following sums:**
 - a. Nineteen Thousand, Six Hundred and Fifty and no/100ths Dollars (\$19,650) for Parcel One; and**
 - b. Eleven Thousand, Seven Hundred and no/100ths Dollars (\$11,700) for Parcel Two,**
- 4. The City Council approves the “Real Estate Purchase Agreement” attached hereto to purchase the real estate according to the terms contained therein.**
- 5. The City Council grants the Mayor the authority to execute said “Real Estate Purchase Agreement” on behalf of the City.**
- 6. The City Council grants the Mayor the authority to execute any amendment to said Real Estate Purchase Agreement to extend the closing date of the purchase, as deemed necessary by the Mayor, or on the advice of the City Attorney.**

copy

REAL ESTATE PURCHASE AGREEMENT

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SELLER:

DAN H. NEDERHOFF

By:

Dan H. Nederhoff

BUYER:

CITY OF FULTON

By:



Shane Malone, as Mayor of the City
of Fulton, an Illinois municipal corporation

JILL RENEE NEDERHOFF

By:

Jill Renee Nederhoff

ATTEST:



Tori Wade, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

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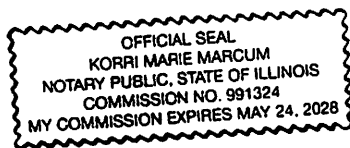
Given under my hand and Notarial seal this _____ day of _____
_____, 2026

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF WHITESIDE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shane Malone, personally known to me to be the Mayor of the City of Fulton, and Tori Wade, personally known to me to be the City Clerk of said City of Fulton, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as Mayor and City Clerk of said city and caused the corporate seal of said city to be affixed thereto, pursuant to authority, given by the city council of said city as their free and voluntary act, and the free and voluntary act and deed of said municipal corporation, for the use and purposes therein set forth.

Given under my hand and Notarial seal this 27th day of January
_____, 2026.



Korri Marie Marcum
Notary Public