

**ORDINANCE NO. 2025 - 08**

**AN ORDINANCE AUTHORIZING SALE OF  
MUNICIPAL REAL PROPERTY**

WHEREAS, the City Council of the City of Mt. Vernon, Illinois has been advised by the Acting City Manager that the property described within the attached Real Estate Purchase Agreement (hereinafter called "Property") is no longer necessary, useful to, or in the best interest of the City of Mt. Vernon to retain; and

WHEREAS, in the opinion of at least four-fifths (4/5<sup>ths</sup>) of the corporate authority of the City of Mt. Vernon it is no longer necessary, useful to, or in the best interest of the City of Mt. Vernon to retain the property; and

WHEREAS, the City Council of the City of Mt. Vernon, Illinois has determined that the Acting City Manager should be authorized to dispose of said property by private sale upon the terms and conditions stated within the attached Real Estate Purchase Agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mt. Vernon, Illinois as follows:

Section 1. The City Council of the City of Mt. Vernon finds that the above-described property now owned by the City of Mt. Vernon is no longer necessary or useful to the City of Mt. Vernon and the best interests of the municipality would be served by the sale of same.

Section 2. The Acting City Manager of the City of Mt. Vernon be and is hereby authorized and directed to sell said property at private sale in accordance with the Real Estate Purchase Agreement attached hereto and made a part hereof, which Real Estate Purchase Agreement is hereby approved.

Section 3. That the attached Special Warranty Deed conveying the property as provided within this Ordinance is hereby approved and the Mayor and Deputy City Clerk are hereby authorized and directed to execute said Deed and other documents of transfer as may be approved by the City Attorney to effect conveyance of the real estate subject of this Ordinance in accordance with the Real Estate Purchase Agreement and the Buyer's performance of its obligations thereunder, including payment in full of the purchase price.

Section 4. This Ordinance shall be in full force and effect from and after its passage by at least four-fifths (4/5<sup>ths</sup>) of the City Council approving the matter as provided by law.

PASSED by at least four-fifths (4/5<sup>ths</sup>) the City Council of the City of Mt. Vernon, Illinois this 7<sup>th</sup> day of April, 2025.

APPROVED by the Mayor of the City of Mt. Vernon, Illinois this 7<sup>th</sup> day of April, 2025.

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk by Deputy City Clerk

**REAL ESTATE PURCHASE AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Mt. Vernon, an Illinois Municipal Corporation, hereinafter called Seller, and Community Transportation Development, an Illinois Not for Profit Corporation, hereinafter called Buyer.

In consideration of the covenants made each to the other, as herein set forth, the parties agree as follows:

1. The words Seller and Buyer used herein shall include and mean the names set forth above, whether singular or plural.

2. Seller shall sell and convey and Buyer shall buy, on the terms and conditions hereinafter set forth, the following described real estate, to wit:

Lot 1 of SCT Mt. Vernon Subdivision, being a part of Lot 6 in Jent-Tuggle Subdivision of part of the Northeast Quarter of Section 34, Township 2 South, Range 2 East of the Third Principal Meridian, Jefferson County, Illinois; subject to easements and set back lines on the plat of the subdivision thereof; Except all undivided interests in and to the coal, oil, gas and other minerals which have heretofore been reserved, excepted or conveyed, together with the right to mine and remove the same.

Part PIN: 06-34-278-004

Commonly Known Address: Vacant land, Zachery Drive & Route 15, Mt. Vernon, IL 62864

3. The purchase price for the property is \$155,000.00 to be paid as follows: no earnest money at the time of execution of this Agreement, with the full amount of the purchase price to be paid to Seller at Closing.

4. On payment of the purchase price as herein provided, Seller shall execute and deliver to Buyer a good and sufficient Special Warranty Deed describing the property and conveying merchantable title to the same to Buyer.

5. Seller shall furnish to Buyer prior to the anticipated closing date, at Seller's expense, a commitment for an owner's title insurance policy for the amount of the purchase price, dated after the acceptance date of this Agreement, showing a good and merchantable title in Seller as to the surface thereof. Title to the property shall be good and merchantable, free and clear of all encumbrances, liens, restrictions and burdens, except:

- a. unpaid taxes not delinquent;
- b. the printed exceptions and exclusions shown on standard form B which do not interfere with Buyer's intended use of the property;
- c. easements and restrictions of record or in possession which do not interfere with Buyer's intended use of the property;
- d. any other matter which will be cleared by or at the time of closing.

If any title restrictions, defects, or burdens appear on the commitment for title insurance to which Buyer objects, such objections shall be communicated to Seller, who shall be allowed a reasonable amount of time in which to correct the same. If Seller is unable or unwilling to do so, then Buyer shall have the following options: a. Terminate the Agreement. b. Elect to extend the length of time in writing for the Seller to cure the exceptions.

6. Seller shall pay for the special warranty deed, PTAX 203 (provided that Seller does not pay transfer taxes pursuant to 35 ILCS 200/31-45(b)), and other documents necessary to convey title to the Premises, and for the owner's title insurance premium, initial search fee, policy preparation fee, and Seller's closing protection letter. Buyer shall pay all costs associated with Buyer's financing (if any) including, without limitation, the appraisal, any loan policy of title insurance, loan policy premium, down date endorsement or search, any loan policy covering land other than the premises as supplemental collateral, Buyer's closing protection letter, such endorsements as Buyer's lender may require, and all other loan-related fees and expenses, and the final search fee. Buyer shall pay to record the deed and any mortgage or loan documents. The parties shall bear equally the "closing fee" charged by the closing agent to close the transaction and each party shall pay its own attorney's fees.

7. Buyer may have an inspection of the premises performed by an independent inspection service at Buyer's expense. If Buyer finds deficiencies which are unacceptable to Buyer on or before 30 days from the date of this agreement, then Buyer shall have the option to declare this Agreement terminated by written notice to Seller received by Seller no later than 35 days after the date of this Agreement. If Buyer elects not to terminate this Agreement or if Buyer fails to inspect the property and provide notice of termination as set forth herein, the same shall indicate that Buyer accepts the property in its present physical condition. Buyer shall (a) be responsible for remedying any damage caused by Buyer, its contractors, agents, employees, and

consultants in order to restore the property to be substantially the same condition as existed prior to the inspection(s), and (b) indemnify, defend, and hold Seller harmless, from any and all claims, liabilities, costs or expenses arising out of any such inspections of and entries onto the property, including personal injury and property damage, to the extent caused by Buyer, its contractors, agents, employees, and consultants.

After execution of this Agreement by all parties, Seller will provide Buyer a copy of environmental report Seller received from Terracon for the property.

Notwithstanding anything set forth in this section, the property is sold AS IS.

8. Unless extended by agreement of the parties, this Agreement shall be completed and the transaction closed on or before 60 days from the date of this Agreement. Time is of the essence of this Agreement.

9. Seller will pay real estate taxes for 2024 payable in 2025. Buyer shall pay real estate taxes for 2025 payable in 2026 and all subsequent taxes.

10. Possession of the property shall be delivered at the time of closing.

11. Buyer acknowledges that Buyer accepts the real estate "AS IS"; Buyer acknowledges that Seller makes no warranty of any kind as to the condition of the real estate, any structures, or any items upon the real estate.

12. In the event Buyer shall fail to make any of the payments provided herein or any part thereof, or shall fail to perform any of the covenants on the part of Buyer hereby made and entered into, then Seller may, at Seller's option, proceed in any of the following ways:

- A. Seek specific performance of Buyer's obligations;
- B. Declare a forfeiture of buyer's interests under the Agreement, whereupon Buyer shall forfeit all payments made and shall have no further rights under the terms of this Agreement;
- C. Retain and set off all payments made by Buyer against actual damages incurred by Seller;
- D. Pursue any and all other remedies at law or in equity.

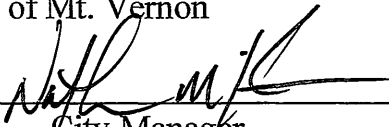
In the event Seller shall fail to perform any of the covenants on the part of Seller hereby made and entered into, then Buyer may at Buyer's option seek specific performance of Seller's obligations.

13. Closing of the sale and acceptance of the deed by Buyer shall constitute acknowledgment that the property is in acceptable condition to the Buyer. Seller shall have no further obligation or responsibility with reference thereto.

14. The parties agree that their respective signatures to this document may be transmitted between them by facsimile machine or PDF scan and email. The parties intend that faxed signatures, or signatures scanned to a PDF image and emailed, constitute original signatures and are binding on the parties. This document may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. This Agreement shall be binding upon and shall inure to the benefit of the respective parties and their respective heirs, devisees, personal representatives and assigns, but no assignment shall relieve the original parties of any obligations hereunder.

Executed in duplicate the day and year first above written.

SELLER: City of Mt. Vernon  
By   
City Manager

BUYER: Community Transportation Development  
By \_\_\_\_\_