

ORDINANCE NO. 12-5-22

ORDINANCE AUTHORIZING SALE
OF MUNICIPALLY OWNED REAL PROPERTY

WHEREAS, the CITY OF MENDOTA owns the following described real property:

LOT 2 OF H.D. Hume Company Business District Subdivision to the City of Mendota, being a part of the former right of way of the Illinois Central Railroad in the Northwest Quarter of Section 33 in Township 36 North, Range 1 East of the Third Principal Meridian in the City of Mendota, LaSalle County, Illinois, said plat being recorded May 9, 2003 as Doc. 2003-15298,

which real property is generally located at 1017 Main Street, Mendota, Illinois 61342 and is currently used for vacant commercial building (Real Property); and

WHEREAS, the Mayor and City Council of the City of Mendota have determined that it is no longer necessary, appropriate, or in the best interests of the City that it retain title to the Real Property, and that the Real Property is not required for the use of, or profitable to, the Municipality; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4-4 (TIF Act) of the Illinois Municipal Code notice has been given of the proposal to sell the Real Property and in a Request for Proposals, and more than 30 days have elapsed since said publication in a newspaper published in the City of Mendota, LaSalle County in which the municipality is located; and

WHEREAS, the City of Mendota finds and determines that the best interests of the City and its residents will be served by a sale to EVERARDO OROZCO of the real estate at 1017 Main Street, Mendota, Illinois for the sale price of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) on the condition of the sale of EVERARDO OROZCO'S real estate at 807 Illinois Avenue, Mendota, Illinois 61342 and legally described as:

The South Seventy (70) feet of Lot One (1), in the subdivision of Lots One (1) and Two (2), in Block, 48, in West's Addition to the Town, now City of Mendota, situated in the County of LaSalle and State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Mendota, LaSalle County, Illinois as follows:

Section One: The foregoing recitals are incorporated herein as findings of the City of Mendota:

Section Two: The offer to purchase the City of Mendota real estate at 1017 Main Street is accepted in the amount of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00).

Section Three: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest a contract for the sale and purchase of the Real Property, which contract shall be in the form attached hereto as Exhibit A.

Section Four: The conveyance of the real estate is contingent upon a simultaneous conveyance of the OROZCO real estate located at 807 Illinois Avenue, Mendota, Illinois to the

City of Mendota, LaSalle County, Illinois. The contract from OROZCO to the City of Mendota is attached hereto as Exhibit B.

Section Five: Upon satisfaction of the terms of the aforesaid contracts and upon the payment or securing of the aforesaid price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the Real Property to EVERARDO OROZCO by a proper deed of conveyance, stating therein the aforesaid consideration, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City of Mendota.

Section Six: The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

Section Seven: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three fourths of the corporate authorities now holding office, and approval in the manner provided by law.

PASSED THIS 5TH DAY OF DECEMBER, 2022.

AYES: 7

NAYS: 0

ABSENT: 1

ABSTAIN: 0

APPROVED THIS 5TH DAY OF DECEMBER, 2022.



DAVID BOELK, MAYOR

ATTEST:



EMILY MCCONVILLE, CITY CLERK

A

CONTRACT TO PURCHASE REAL ESTATE

This Contract is dated this 5 day of December, 2022, by between the **CITY OF MENDOTA**, a municipal corporation, hereinafter referred to as "Seller" and **EVERARDO OROZCO**, hereinafter referred to as "Purchaser". The Purchaser and Seller hereto agree as follows:

1. **ADDRESS and LEGAL DESCRIPTION:** 1017 Main Street, Mendota, Illinois 61342.

LOT TWO (2) OF H.D. HUME COMPANY BUSINESS DISTRICT SUBDIVISION TO THE CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS. (Pin: 01-33-136-002)
2. **PURCHASE PRICE:** The purchase price shall be ONE HUNDRED FIVE THOUSAND (\$105,000.00) DOLLARS.
3. **EARNEST MONEY:** Earnest money in the amount of \$1.00 is acknowledged as consideration which has been provided by Purchaser to Seller.
4. **DEED:** Seller shall convey or cause to be conveyed to Purchaser or its nominee, by a recordable, stamped Corporation deed (or other appropriate deed if title to the property is in trust), good and merchantable title to the premises subject only to the following permitted exceptions, if any, and further provided that the exceptions do not interfere with the Purchaser's intended use of the property: (a) general real estate taxes for 2022 and subsequent years; (b) restrictions, covenants and conditions of record which are not breached; (c) zoning laws and ordinances; (d) visible public roads and highways and easements therefore; (e) acts of Grantees.
5. **CLOSING:** The date of closing shall be on or before February 1, 2023.
6. **POSSESSION:** Seller agrees to surrender possession at closing.
7. **SURVEY:** No survey will be provided.
8. **COMMISSION:** The parties represent that no real estate agents were the procuring cause and no commissions are due and owing.
9. **TITLE INSURANCE:** Seller, at Seller's expense, will provide to Purchaser or Purchaser's attorney, evidence of merchantable title by delivering a commitment for title insurance from Attorneys Title Guaranty Fund in the amount of the purchase price. If evidence of title discloses defects other than those noted therein, Seller shall have five (5) additional days to cure such defects and notify Purchaser, but Purchaser may take title with

other defects, (with the right to deduct from the purchase price any liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance.

10. **PRORATIONS:** Taxes shall be pro-rated to the date of closing. Seller shall pay the 2022 real estate taxes, if any, in the form of a credit at closing. Seller shall pay the amount of any stamp tax imposed upon a transfer of title by state statute. There will be no pro-ration of 2023 real estate taxes. Purchaser shall be responsible for 2023 real estate taxes.

11. **CLOSING:** Closing shall take place at the office of Guilfoyle & Stevenson, LLP or at a mutually agreeable place. The cost of the escrow shall be equally paid by Seller and Purchaser hereto,

12. **AFFIDAVIT OF TITLE AND ALTA STATEMENT:** Seller shall furnish Purchaser at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted exceptions, and other exceptions, if any, as to which the title insurer commits to extend insurance. Seller shall also furnish to Purchaser a properly executed ALTA Statement.

13. **PERFORMANCE:** Time is of the essence of this contract. In the event of default by Purchaser, earnest money shall be forfeited to Seller as liquidated damages. If Seller defaults, earnest money, at option of Purchaser, shall be refunded to Purchaser. Such refunding shall release Seller from any further obligation of this Contract, In the event Purchaser does not elect to cause said earnest money to be refunded, Purchaser may avail themselves with any and all remedies available at law or in equity. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement thereto from Purchaser and Seller, Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may file an action in the nature of interpleader in the Circuit Court of LaSalle County, Illinois, to resolve the issue. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader action, and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands.

14. **NOTICES:** All notices herein required shall be in writing, and shall be served on the parties at the addresses following their signatures. The mailing of a notice by certified mail, return receipt requested, shall be sufficient service. Acceptance of the contract may be given in telegraphic or facsimile form to Purchaser or Seller. Date of receipt of telegraphic or facsimile acceptance shall become the date of acceptance of this contract.

15. **SELLER REPRESENTATION:** Seller represents that they have received no notice of any ordinance violations from any governmental body in connection with the premises that has not been cured prior to the date of acceptance thereof. If any such notice shall be received prior to closing, Seller shall give Purchaser notice thereof, and if not cured by Seller prior to closing, Purchaser may elect to rescind this contract.

16. LANGUAGE: If there is more than one Purchaser, Seller, or entity other than a natural person, the pronouns and grammatical structure shall be understood to conform.

17. HEADINGS: The Headings used herein are for purposes of illustration only.

18. SEVERABILITY: In the event any provision contained herein is deemed unenforceable, the unenforceability of said provision shall not negate any other terms and conditions herein set forth.

19. CONTINGENCIES: This contract is contingent upon the City of Mendota being conveyed the property of Purchaser at 807 Illinois Avenue at or before the time of closing on 1017 Main Street sale to Purchaser. The City will payoff the existing mortgage at no more than \$45,000 which Purchaser has on his building at 807 Illinois. Until both sales are completed Purchaser will continue to pay his existing mortgage payment and will not incur additional debt on the premises. No other consideration shall be paid for the purchase of 807 Illinois Avenue other than paying off the existing mortgage referred to above.

This contract is further contingent upon the City of Mendota being able to complete a Phase I ESA on 807 Illinois Avenue prior to closing. The Purchaser will allow the City to collect additional soil, groundwater, and soil vapor data from beneath 807 Illinois Avenue to provide evidence the building needs to be removed. Purchaser will also allow for an asbestos inspection on the premises at 807 Illinois Avenue. If the City is not permitted to conduct said tests and investigations satisfactory to City, this contract may be terminated by the City.

This contract is further contingent upon the Seller complying with notice, ordinances and legal requirements for sale of municipal real estate.


EVERARDO OROZCO, Purchaser

THIS CONTRACT ACCEPTED THIS 5th day of December, 2022.


DAVID BOELK, MAYOR OF CITY OF MENDOTA

ATTEST: 
EMILY MCCONVILLE, CITY CLERK