

ORDINANCE NO. 18-14

AN ORDINANCE AUTHORIZING THE PURCHASE OF THE PROPERTY COMMONLY KNOWN AS 54 WEST 1ST STREET, MANTENO, ILLINOIS, IN FURTHERANCE OF THE OBJECTIVES OF THE REDEVELOPMENT PLAN AND PROJECT APPROVED FOR TIF DISTRICT NO. 1, CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA.

WHEREAS, the property commonly known as 54 West 1st Street, Manteno, Illinois (“subject property”), is for sale for a purchase price of \$300,000.00; and

WHEREAS, the Village deems it necessary and desirable to purchase the subject property for that amount to be used in furtherance of the objectives of the redevelopment plan and project approved for TIF District No. 1, Central Business District Redevelopment Project Area.

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

Section 1

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of Village of Manteno and are expressly incorporated herein as a part of this ordinance.

Section 2

The Village hereby authorizes and approves the purchase of the property commonly known as 54 West 1st Street, Manteno, Illinois, legally described below, for the purchase price of \$300,000.00, to be used in furtherance of the objectives of the redevelopment plan and project approved for TIF District No. 1, Central Business District Redevelopment Project Area:

THE EAST ¼ OF LOT 15 IN BLOCK 6 IN THE TOWN OF MANTENO, SITUATED IN KANKAKEE COUNTY, ILLINOIS;

P.I.N.: (03) 02-22-102-003-0000.

Section 3

The Real Estate Contract in substantially the same form as attached hereto as Exhibit “A” is hereby accepted and approved. That the Village President and Village Clerk are hereby authorized and directed to execute the Real Estate Contract and such other documents as may be necessary to effect the purchased of the subject property, or to carry out the purposes of the Real Estate Contract.

Section 4

This ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 15th day of October, 2018.

DEPOSITED with the Village Clerk this 15th day of October, 2018.



ROBIN BATKA, Village Clerk

APPROVED by me this 15th day of October, 2018.



TIMOTHY O. NUGENT, Village President

REAL ESTATE SALE CONTRACT

Seller: James J Gravelle, as Trustee under the James J. Gravelle Revocable Living Trust dated June 6, 2014.

Address: 338 North Oak Street, Manteno, IL 60950

Attorney for Seller: GLEN BARMANN
200 E COURT ST. SUITE 602
KANKAKEE, IL 60901

Purchaser: Village of Manteno

Address: 98 East Third Street, Manteno Illinois 60950

Attorney for Purchaser: Joseph Cainkar, Louis F. Cainkar, Ltd.
30 N. LaSalle Street, Ste. 3430, Chicago, IL 60602
Telephone: 312-236-3985 Email: joe@lfcld.net
Facsimile: 312-236-3989

Purchase Price: \$300,000.00

Earnest Money: N/A

Closing Date: November 7, 2018, or earlier upon the agreement of the Seller and Purchaser

Property Address: 54 West 1st Street, Manteno, Illinois 60950

Legal Description: The East ¼ of Lot 15 in Block 6 in the Town of Manteno, situated in Kankakee County, Illinois

P.I.N.: (03) 02-22-102-003-0000

Personal Property: All appliances, window treatments, plumbing and electrical fixtures now existing on the Property.

Contract Date: October 1, 2018

This Contract entered into by and between the Seller and the Purchaser, as follows:

1. **AGREEMENT TO PURCHASE.** The Purchaser agrees to purchase and the Seller agree to sell the Property **AS IS** for the Purchase Price and the terms set forth herein. The Personal Property now on the Property and owned by the Seller are included in the Purchase Price. Notwithstanding the above, Seller shall be permitted to remove cabinetry within the building upon the Property before Closing. Any cabinets remaining on the Property after Closing they shall be deemed abandoned by Seller.

2. **CONVEYANCE.** The Seller shall convey title to the Purchaser by a recordable trustee's deed ("Deed"), subject only to: (a) covenants, easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; and (c) general real estate taxes not yet due and payable (collectively, "Permitted Exceptions"). None of the foregoing exceptions are permissible if they are violated by the existing improvements.

3. **EARNEST MONEY.** No earnest money is required by this Contract.

4. **CLOSING DATE.** The closing shall occur on the Closing Date, or as otherwise mutually agreed, at HomeStar Title Company, Bradley, Illinois, which shall issue the commitment for title insurance ("Title Company"). Seller and Purchaser shall each be responsible for closing costs customarily paid by sellers and buyers of real property, respectfully.

5. **CONDITION OF PROPERTY.** All refuse and personal property that is not conveyed to Purchaser shall be removed by the Property at Seller's expense prior to delivery of possession. Purchaser shall have the right to inspect the Property, fixtures and Personal Property prior to possession to verify that the Property, improvements and Personal Property are in substantially the same condition as of the date of this Contract, normal wear and tear excepted.

6. **CLOSING DOCUMENTS.** At closing, the Seller shall provide the following executed documents: (a) trustee's deed, (b) affidavit of title covering the date of closing, (c) bill of sale transferring the Personal Property, (d) transfer declarations required for State, County and local transfer stamps, (e) ALTA statement, and (f) survey.

7. **TAX PRORATION AND UTILITIES.** General real estate taxes due and payable shall be paid by the Seller at Closing. General real estate taxes not yet due or payable shall be prorated at closing based upon 105% of the most recent ascertainable tax bill. Utility charges for the Property shall be paid in full up through Closing Date, with evidence thereof provided by Seller to Purchaser.

8. **POSSESSION.** Seller shall deliver possession to Purchaser on the Closing Date. Possession shall be deemed to have been delivered when Seller has vacated the Property and delivered keys to the Property to the Purchaser.

9. **LEASES.** Seller warrants that there are no oral or written leases in effect with respect to the Property after October 31, 2018. Seller will not enter into any leases with respect to the Property from and after the date Seller signs this Contract without the express prior written consent of Purchaser. To the extent there are tenants currently residing on the Property, then they shall be removed by Seller prior to Closing with written evidence thereof being delivered to the Purchaser not less than five (5) days before the Closing Date. In the event Seller does not deliver written evidence as aforesaid, then Purchaser may: (a) grant one (1) thirty (30) day extension of time to Seller to remove the tenants; (b) terminate this Contract; or (c) close and accept title to the Property subject to the tenancies.

10. **EVIDENCE OF TITLE.** Not less than ten (10) days before the Closing Date, Seller shall deliver to the Purchaser a commitment for a standard American Land Title Association Owner's policy of title insurance ("Title Commitment") covering the Property issued by the Title Company. At the Closing, Seller shall deliver a "later date" or "updated" Title Commitment dated as of the Closing Date that reflects no exceptions to title other than the Permitted Exceptions. Seller shall provide copies to the Purchaser and the Title Company of all unrecorded agreements, liens, mortgages and other encumbrances not less than five (5) days prior to the Closing Date. In the event Seller is unable to deliver title to the Purchaser subject only to the Permitted Exceptions by the Closing Date, the Purchaser may: (a) grant one (1) thirty (30) day extension of time to Seller to remove the unpermitted exceptions; or (b) terminate this Contract by written notice to Seller. Seller shall be responsible for the cost and expense of the Title Commitment, later date, and an ALTA Owner's Policy with extended coverage for three hundred thousand dollars (\$300,000.00) dated as of the Closing Date, insuring fee simple title in the Property to the Purchaser. The Purchaser may, at its expense, obtain such additional endorsements to the title policy as it deems necessary.

11. **SURVEY.** Seller shall deliver to Purchaser any plat of survey it may have in its possession for the Property no later than fifteen (15) days prior to the Closing. Purchaser, if it so desires, shall acquire, at its sole cost, a plat of survey ("Survey") of the Property dated not earlier than the date of this Contract. Purchaser shall be responsible for the cost and expenses associated with the Survey. The updated Survey shall be certified to the Purchaser and the Title Company as having been prepared in accordance with the "Minimum Standard Detail Requirement for Land Title Surveys" jointly established and adopted by the American Title Association and the American Congress of Surveying and Mapping. In the event either survey reflects any encroachments, easements or other matters ("Survey Matters") that are not Permitted Exceptions and which, in the Purchaser's sole judgment, materially impair the value or utility of the Property, then the Purchaser may: (a) grant one (1) thirty (30) day extension of time to Seller to remove the Survey Matters; (b) terminate this Contract; or (c) close and accept title to the Property subject to the Survey Matters.

12. **ATTORNEY'S FEES.** Seller and Purchaser shall be responsible for any fees, costs and expenses of their respective attorney.

13. **TRANSFER TAXES.** Seller shall pay the amount of any transfer tax imposed by State or County law. Any transfer tax imposed by local municipal ordinance shall be paid by the Party designated in such ordinance as having liability therefore.

14. **ENVIRONMENTAL MATTERS.** Seller represents and warrants that it has no knowledge of any adverse environmental matters or conditions concerning the Property. As used herein, the term “environmental condition” means any condition that constitutes a violation of any environmental law, or requires a clean-up under any environmental law, or presents a risk to the health and safety of the public.

15. **CASUALTY.** Damage to any improvements located on the Property shall be at the sole risk of Seller until Closing. Purchaser may terminate or cancel this Contract in the event of such damage, or the Parties may adjust the Purchase Price to account for such damage upon their mutual agreement.

16. **DELAY.** The Parties agree that time is of the essence in the performance of their obligations under this Contract and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

17. **BREACH.** In the event of a default by a Party in the performance of its obligations under this Contract, such Party upon written notice from the other shall immediately proceed to cure or remedy such default. In the event of a default by Seller that has not been cured within fifteen (15) days after notice of default, the Purchaser may terminate this Contract by giving written notice thereof to Seller, and the Earnest Money, if any, shall be returned to Purchaser with interest earned within seven (7) days, or the Purchaser may institute such proceedings in equity to compel specific performance. In the event of a default by the Purchaser that has not been cured within fifteen (15) days after notice of default, Seller may terminate this Contract by giving written notice thereof to the Purchaser, and the Earnest Money shall be deemed waived and forfeited by Purchaser (and Seller are authorized to retain the same as reimbursement for their expenses), or Seller may institute such proceedings in equity to compel specific performance.

18. **WAIVER AND ESTOPPEL.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said Party of or limit such rights in any way. No waiver made by either Party with respect to any specific default by the other Party shall be construed, considered or treated as a waiver of the rights of said Party with respect to any other defaults of the other Party.

19. **PERSONAL LIABILITY.** No covenant contained in this Contract shall be deemed to be the covenant of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Seller or Purchaser in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Seller or Purchaser shall be liable personally under this Contract or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Contract , or any failure in connection therewith.

20. **MERGER.** The provisions of this Contract shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Contract.

21. **NOTICE.** Required notices shall be in writing and shall be deemed served when mailed to the Purchaser or Seller, or their respective attorney at the address shown on the Contract, by certified mail with return receipt requested. Notice may also be delivered by facsimile transmission, provided that the notice transmitted shall be sent during business hours (Monday through Friday, excluding legal holidays: 9:00 a.m. to 5:00 p.m. Central Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice may also be given by e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract.

22. **IRS SECTION 1445 COMPLIANCE.** Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and it is therefore exempt from the withholding requirements of said Section. Upon request, Purchaser shall also comply at closing with any filing requirements.

23. **HEADINGS.** The headings of the various sections of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

24. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois

25. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties and supersedes and replaces any prior agreements between the Parties with respect to the subject matter hereof. This Contract shall not be modified or amended in any manner other than by supplemental written agreement executed by the Parties.

26. **SEVERABILITY.** If any provision of this Contract, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Contract shall be construed as if such invalid part were never included herein and this Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

27. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall constitute an original instrument.


28. **BROKERS.** The Parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with that would be entitled to a broker's commission or finder's fee in connection with the sale of the Property. In the event that any claim is asserted for such commission or fee, the Party deemed to be responsible for such claim shall indemnify, defend and hold the non-responsible Party harmless from and against any such claim.

29. **SUCCESSORS AND ASSIGNS.** The terms of this Contract shall be binding upon the Seller and Purchaser, and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, prior to the Closing, neither Party may assign its rights hereunder without the prior written consent of the other Party.

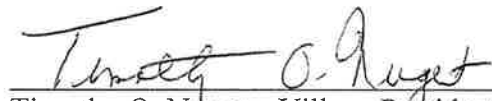
30. **OTHER COSTS AND EXPENSES.** Unless otherwise specifically set forth in this Contract, each Party shall bear its own costs and expenses incurred in connection with this Contract and the transaction contemplated thereby.

31. **OTHER ACTS.** The Parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably to consummate the transaction contemplated in this Contract.

SELLER


James J. Gravelle, Trustee of the James J. Gravelle Revocable Living Trust

PURCHASER


Timothy O. Nugent, Village President


Robin Batka, Village Clerk  Deputy VC

3/21/15



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LORI GADBOIS
RECORDER

KANKAKEE COUNTY, IL
RECORDED ON

06/19/2014 11:13:21AM

REC FEE: 38.00
RHSP: 9.00
PAGES: 3

WARRANTY DEED
IN TRUST

Grantees Name and Address:
Mail Tax Statements To:
James J. Gravelle, Trustee
388 N Oak Street
Manteno, IL 60950

THIS INDENTURE, made this 6th day of June, 2014, between the Grantor, **JAMES J. GRAVELLE**, a married person, whose address is 388 N Oak Street, Manteno, Kankakee County, IL 60950, as party of the first part, and the Grantee, **JAMES J. GRAVELLE as Trustee, under the JAMES J. GRAVELLE REVOCABLE LIVING TRUST dated June 6, 2014**, as party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid, does hereby conveys and quitclaims unto said party of the second part, the following described real estate, situated in Kankakee County, Illinois, to-wit:

The East Quarter of Lot 15 in Block 6 in the Town of Manteno, situated in Kankakee County, Illinois.

Common address: 54 W 1st Street, Manteno, IL 60950

Parcel Index No.: (03) 02-22-102-003 (Manteno Township)

Subject, however, to public utility easements as platted; rights-of-way for roads and highways together with utility rights therein; rights-of-way for drainage ditches, feeders and laterals, if any; general real estate taxes and any special assessments; and all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is here granted to said trustee to improve, manage, protect and

subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

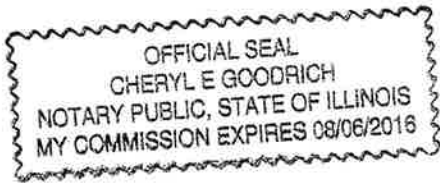
IN WITNESS HEREOF, the party of the first part has set his hand and seal on the date first written above.

James J. Gravelle
JAMES J. GRAVELLE

STATE OF ILLINOIS)
)SS
COUNTY OF KANKAKEE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. GRAVELLE, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 6 day of June, 2014.

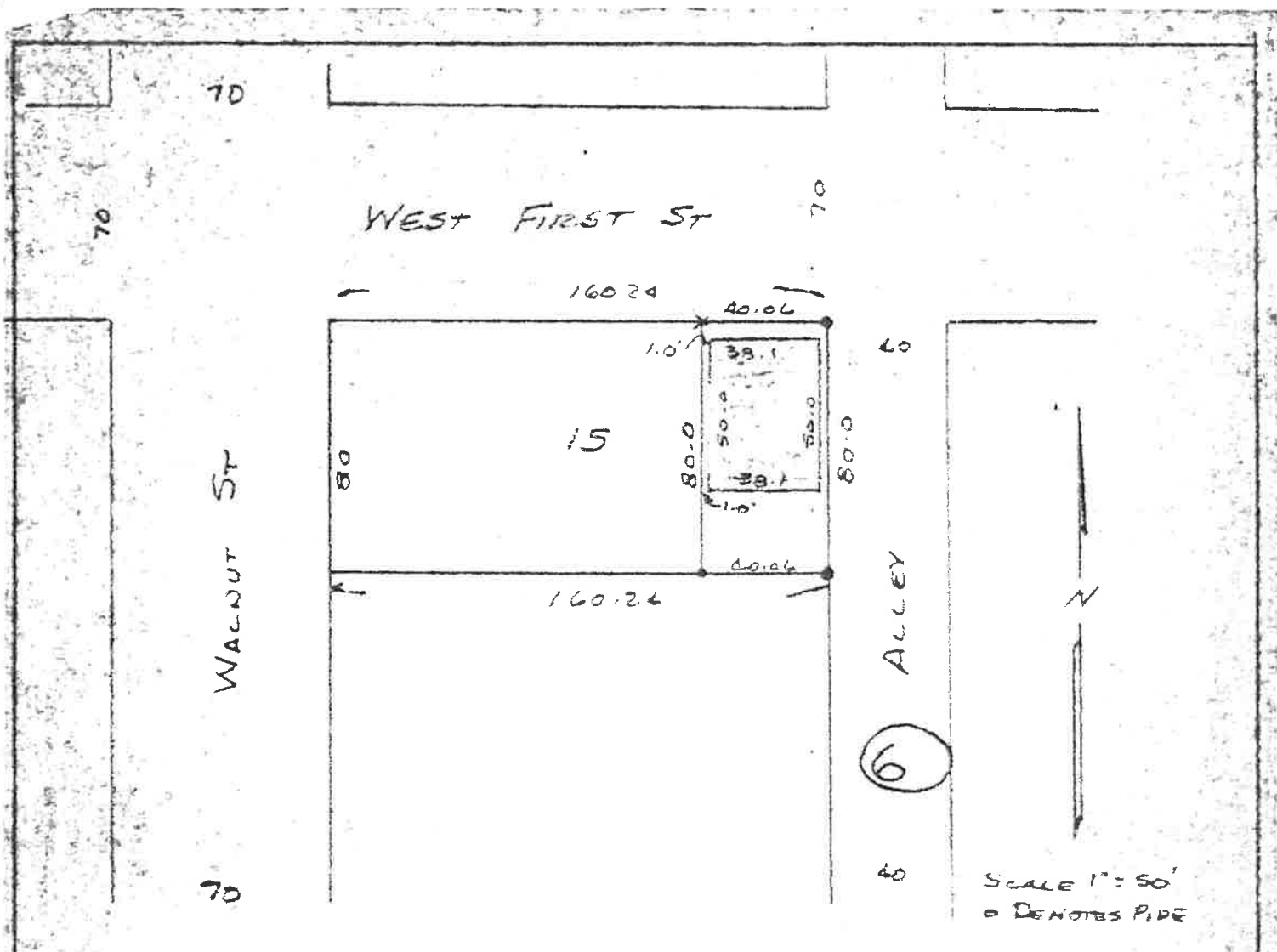


Cheryl E. Goodrich
Notary Public

PREPARED BY: RETURN TO:
GLEN R. BARMANN
Attorney Reg. No. 013328
BARMANN, BOHLEN & JACOBI, P.C.
200 East Court Street, Suite 602
Kankakee, IL 60901
(815) 939-1133

EXEMPT UNDER 35 ILCS 200/31-45
PARAGRAPH (e) OF THE REAL
ESTATE TRANSFER TAX ACT

6/6/14 *Glen R. Barmann*
DATE, BUYER, SELLER OR AGENT



This is to certify that on March 13, 1979, at the request of Manyard Blanchette, Agent for Gary Minnig, I made a survey and marked the corners of the East Quarter of Lot 15, Block 6 in the Town of Manteno, Illinois, and located the building thereon, as shown platted above, that all points shown were located or set, that all distances shown were measured in feet and decimals thereof, and that this plat is a true and correct delineation of the survey as made on the ground by me. This survey does not guarantee title information.

Given under my hand and seal this 13th day of March, 1979.

Richard A. Tyson, I.L.S. #1421