

ORDINANCE NO. 776

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF LAND

WHEREAS, Section 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) authorizes the conveyance of land by a municipality upon the adoption of an ordinance by the corporate authorities;

WHEREAS, the Village of Bellevue has acquired title to the parcel of property commonly known as 514 Anna Avenue, Bellevue, Illinois and legally described on Exhibit A attached hereto (the "Parcel"), the Parcel being currently unused for any purpose by the Village;

WHEREAS, the Village of Bellevue has advertised its request for proposals to purchase the property by publishing the same in a newspaper of general circulation within the Village for three consecutive weeks;

WHEREAS, the Village of Bellevue has received two proposals and wishes to accept one of the proposals as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF BELLEVUE, ILLINOIS as follows:

1. The Village Board finds as fact the recitals set forth above.
2. The sale of the Parcel to Terry Havens for a purchase price of \$6,100.00 in accordance with the Agreement for Sale of Real Property attached hereto and made a part hereof as Exhibit B, is hereby approved.
3. The President, Clerk and other officers of the Village are authorized to execute all documents and to perform all acts necessary to convey the Parcel as set forth above.
4. This Ordinance shall take effect upon passage and publication as provided by law.

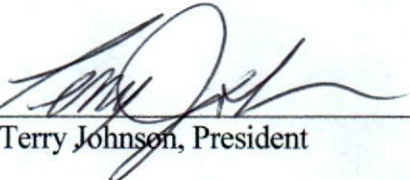
PASSED AND APPROVED THIS 24th DAY OF September, 2019.

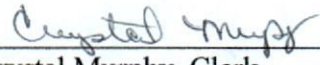
AYES: 6

NAYS: 0

ABSENT: 0

VILLAGE OF BELLEVUE, ILLINOIS

By: 
Terry Johnson, President

Attest: 
Crystal Murphy, Clerk

419-0253

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

THE SOUTH ½ OF LOT 157 IN BELLEVUE ACRES, SECOND ADDITION, A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, EXCEPTING THEREFROM ALL COAL AND MINERAL RIGHTS UNDERLYING SAID PREMISES, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

Common address: 514 Anna Avenue, Bellevue, Illinois

P.I.N.: 17-11-378-004

EXHIBIT B
AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT FOR SALE OF REAL PROPERTY is dated as of September 24, 2019 between the Village of Bellevue, Illinois ("Seller") and Terry Havens ("Buyer").

Recitals

A. Seller is the owner of real property commonly known as 514 Anna Avenue, Bellevue, Illinois and more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Seller desires to sell and Buyers desire to buy the Property on the terms and conditions set forth herein.

In consideration of the mutual covenants and promises of the parties, it is therefore agreed:

1. Purchase and Sale; Purchase Price. Seller shall sell and Buyer shall purchase the Property on the terms and conditions set forth herein. The purchase price for the Property shall be \$6,100.00, payable at closing.

2. Closing Date. Closing shall be on October 1, 2019, or such other date as agreed upon by the parties (the "Closing Date"). At the closing, (a) Buyers shall pay the Purchase Price, and (b) Seller shall convey fee simple title to the property to Buyers by a stamped, recordable quit-claim deed subject to all easements, covenants, conditions, restrictions, dedications and reservations of record. Seller shall deliver possession of the Property to Buyer on the Closing Date.

3. Title Commitment. Prior to the Closing Date, Seller shall provide an owners ALTA title insurance commitment in the amount of the Purchase Price. Buyer shall have until the Closing Date to object in writing to any matters shown in the commitment; provided, however, that Buyer may not object to any matter which does not materially adversely affect the use of the Premises. If Seller does not cure any matter properly objected to by Buyer prior to the Closing Date, Buyer may, by written notice, terminate this Agreement. At Closing, Seller shall cause a title insurance policy to be issued in accordance with said commitment.

4. Garage. Buyer acknowledges that upon purchase of the Property, the Property will be in violation of the City's zoning ordinance (accessory building without principal building). Buyer agrees to combine the Property into one zoning lot with PIN: 17-11-378-004 on or before December 31, 2019. The City agrees not to take any enforcement action with respect to the above described zoning ordinance violation prior to December 31, 2019.

5. Examination of Premises. Buyer warrants that Buyer has fully inspected the Property or has had the opportunity to conduct a complete and thorough inspection to determine the condition of the Property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to termite infestation or damage, plumbing, roof, heating, air conditioning equipment, electrical systems, soil conditions and toxic or other hazardous materials; and Buyer expressly agrees to purchase the Property "AS IS," irrespective of whether the Property contains any defects, whether known, disclosed or hidden, it being fully understood that, except as specifically set forth herein, the Seller has made no

warranties or representations of any kind pertaining to the Property, the condition thereof, the rental thereof, or any other matter pertaining to the Property.

6. Miscellaneous.

- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.
- Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.
- Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- Time. Time is of the essence of this Agreement.
- Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.
- Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Buyer. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.
- Integrated Agreement. This Agreement constitutes the entire agreement between Buyer and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Buyer and Seller other than those set forth herein.
- Choice of Law. It is the intention of Seller and Buyer that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Buyer and Seller.
- Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Seller:

Village of Bellevue
320 S. Main Street
Bellevue, Illinois 61604
Attn: Village Clerk

If to the Buyer:

Terry Havens
2904 N. Avalon Place
Peoria, IL 61604

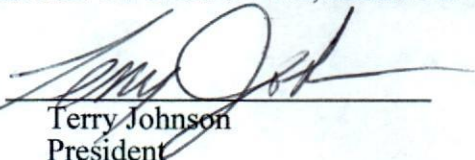
or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

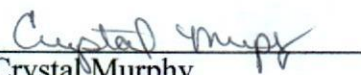
VILLAGE OF BELLEVUE, ILLINOIS

Terry Havens

By: _____


Terry Johnson
President

Attest: _____


Crystal Murphy
Clerk

419-0252

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