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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER 17-28

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**AN ORDINANCE AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES BY  
THE VILLAGE OF COAL CITY OF REAL PROPERTY IDENTIFIED AS OUTLOT C,  
BIG TIMBER ESTATES SUBDIVISION (PIN 06-35-301-058), COAL CITY, GRUNDY  
COUNTY, ILLINOIS**

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TERRY HALLIDAY, Village President  
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
JUSTIN WREN  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of  
Coal City  
on August 9th, 2017

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**AN ORDINANCE AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES BY THE VILLAGE OF COAL CITY OF REAL PROPERTY IDENTIFIED AS OUTLOT C, BIG TIMBER ESTATES SUBDIVISION (PIN 06-35-301-058), COAL CITY, GRUNDY COUNTY, ILLINOIS**

**WHEREAS**, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

**WHEREAS**, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

**WHEREAS**, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

**WHEREAS**, the Village is specifically authorized and empowered by the General Assembly pursuant to 65 ILCS 5/11-98-1 to acquire, establish and maintain public parks for the use and benefit of its residents; and

**WHEREAS**, the Village is desirous of acquiring certain unimproved real property commonly known as Outlot C, Big Timber Estates Subdivision, Coal City, Illinois, bearing PIN 06-35-301-058 and legally described in **Exhibit A** attached hereto (the “Property”), and to use said Property for public and corporate purposes for potential development as Village right-of-way; and

**WHEREAS**, the Property is useful, necessary and advantageous for the Village to acquire and maintain under public ownership and control for the purposes aforesaid; and

**WHEREAS**, the Corporate Authorities of the Village hereby find and determine that it is in the public interest to enter into that certain purchase and sale agreement attached hereto as **Exhibit B**, providing for the acquisition of the real property described herein via a quitclaim deed;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

**SECTION 1. Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**SECTION 2. Enactment**

A. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest that certain real estate purchase and sale agreement known as the *Purchase Contract* (hereinafter, the “Agreement”) and appended hereto as Exhibit B and incorporated as though fully set forth herein.

B. The Village Treasurer or her designee is authorized and directed to draw upon Village funds and write a check in the amount of SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$680.00), payable to the “Grundy County Trustee Payment Account” (the “Purchase Funds”) in order to effectuate the purchase and recordation of the quitclaim deed to the Property.

C. The Village Clerk, Administrator, and/or attorney are each authorized and directed to transmit the executed Agreement and Purchase Funds to the seller in accordance with seller’s instructions.

D. The Village Clerk, Administrator, and/or attorney are each authorized and directed to execute such documents and take such steps as may be necessary and convenient to implement the provisions of this Ordinance, including providing for the recording of the quitclaim deed to be recorded in the offices of the Grundy County Recorder of Deeds.

**SECTION 3. Repealer.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. Saving Clause.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

**SECTION 5. Effectiveness.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this 9<sup>th</sup> day of August, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES: 5

ABSENT: 1

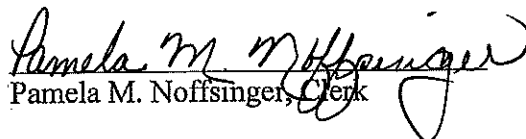
NAYS: 0

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Clerk

**EXHIBIT A**

### **Legal Description**

OUTLOT C IN BIG TIMBER ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COAL CITY, IN GRUNDY COUNTY, ILLINOIS.

**EXHIBIT B**

**Purchase Contract**

**(Attached on the following page)**

4816-5583-2396, v. 1

TRANSACTION NO. 0717949

## PURCHASE CONTRACT

**SELLER: Grundy County, As Trustee      PURCHASER: Village of Coal City**

**SUBJECT PROPERTY: 06-35-301-058**

**TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$680.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2018.

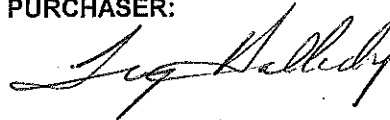
PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this 9<sup>th</sup> day of August, 2017.

**SELLER:**

**PURCHASER:**



**SELLER ADDRESS:**  
c/o Delinquent Tax Agent  
P. O. Box 96  
Edwardsville, IL 62025-0096

**PURCHASER ADDRESS:**  
Village of Coal City  
515 S Broadway  
Coal City, IL 60416