

**RESOLUTION NO. 2020-P**

RESOLUTION authorizing the sale of surplus public real estate  
(17.3 acres of undeveloped farm ground in Sullivan, Illinois)

\* \* \*

WHEREAS, the City of Sullivan (the "City") has acquired an unimproved parcel of real estate, 17.3 acres of undeveloped farm ground in Sullivan, Illinois ("the property") which is described in Exhibit 1 of this resolution; and;

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) this property constitutes surplus public real estate which the City Council has determined should be sold; and

WHEREAS, the property is approximately 17.3 acres;

WHEREAS the property is currently being used as farmland; and

WHEREAS, on or about July 21, 2020, the City of Sullivan and Tabelaing Development Company, LLC, entered into a Redevelopment Agreement, approved by City ordinance on June 22, 2020, under which the property would be sold by the City of Sullivan to the Tabelaing Development Company, LLC; and

WHEREAS, the property has recently been rezoned to a B-1 Low Density Business District; and

WHEREAS, the City of Sullivan had the property appraised and the appraised value was \$243,000.00; and

WHEREAS, Tabelaing Development Company, LLC, has agreed to purchase the property at a price of \$242,200.00, which is 99.67% of the appraised value.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SULLIVAN, MOULTRIE COUNTY, ILLINOIS, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated in this Section by reference.

Section 2. Sale of Surplus Real Estate. The staff of the municipality is hereby authorized and directed to sell the property described above which property is surplus public real estate upon terms substantially similar to those set out in the contract attached hereto as Exhibit 2.

Section 3. Appraisal. A copy of the appraisal of the property shall be available for public inspection during regular business hours at the offices of the City of Sullivan, Illinois.

Section 4. Publication. This resolution shall be published at the first opportunity following its passage in a newspaper published in the City.

Section 5. Effective Date. This resolution shall be in full force and effect from and after its passage and approval.

\* \* \*

STATE OF ILLINOIS            )  
  )  
COUNTY OF MOULTRIE.        )        SS.

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City of Sullivan, in the County and State aforesaid, and as such Clerk I am the keeper of the official journal, records and files of the City Council of said City.

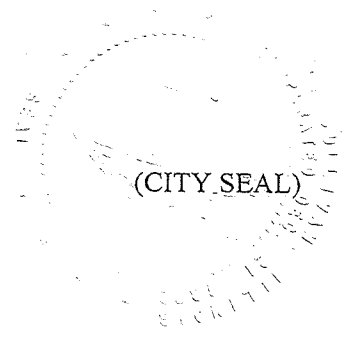
I do further certify that the attached and foregoing is a full, true and correct copy of Resolution No. 2020-   P   entitled:

RESOLUTION authorizing the sale of surplus public real estate  
(17.3 acres of undeveloped farm ground in Sullivan, Illinois)

as passed by the City Council of the City of Sullivan, Moultrie County, Illinois, at its legally convened meeting held on the 9th day of November, 2020, and approved by the Mayor on the 9th day of November, 2020, all as appears from the official records of said City, in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and the corporate seal of the said City of Sullivan, Moultrie County, Illinois, this 9th day of November, 2020.

Carrie Creel  
City Clerk



PASSED this 9th day of November, 2020 by a vote of two-thirds of the corporate authorities a roll call vote as follows:

Voting in favor: Commissioners = Sherwood, Woodworth, Hargis & Mayor Glazebrook

Voting against: N/A

Not voting: Commissioner Fowler

Carrie Creem  
City Clerk

APPROVED this 9th day of November, 2020.

Richard K. Glazebrook  
Mayor

Exhibit 2

Tract 1  
Legal Description

Part of the Southeast Quarter of the Southeast Quarter of Section Eleven (11), Township Thirteen (13) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois, and more particularly described as follows:

Commencing at a found disc in vault located at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11); thence North 00 degrees 16 minutes 49 seconds West (bearings are based on Illinois State Plane Coordinate System – East Zone), along the West line of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11), a distance of 653.79 feet; thence South 89 degrees 16 minutes 26 seconds East, a distance of 76.20 feet, to a point on the East Right-of-Way Line of F.A.P. 762 (IL RTE 32), said point also being the Point of Beginning.

From said Point of Beginning; thence North 00 degrees 26 minutes 20 seconds West, along the East Right-of-Way Line of F.A.P. 762 (IL RTE 32) as described in a Trustee's Deed in Card 94D, Page 598, in the Recorder's Office of Moultrie County, Illinois, a distance of 466.77 feet; thence South 89 degrees 33 minutes 40 seconds West, along the East Right-of-Way Line of said F.A.P. 762 (IL RTE 32), a distance of 15.00 feet; thence North 00 degrees 26 minutes 20 seconds West, along the East Right-of-Way Line of said F.A.P. 762 (IL RTE 32), a distance of 187.94 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11); thence South 89 degrees 50 minutes 03 seconds East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11), a distance of 603.62 feet; thence South 00 degrees 16 minutes 49 seconds East, a distance of 660.28 feet; thence North 89 degrees 16 minutes 26 seconds West, a distance of 586.88 feet to the Point of Beginning.

Said Tract 1 containing 8.934 acres, more or less.

Tract 2  
Legal Description

Part of the Southeast Quarter of the Southeast Quarter of Section Eleven (11), Township Thirteen (13), Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois, and more particularly described as follows:

Commencing at a found disc in vault located at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11); thence North 00 degrees 16 minutes 49 seconds West (bearings are based on Illinois State Plane Coordinate System – East Zone), along the West line of the Southeast Quarter of the Southeast Quarter of said Section Eleven (11), a distance of 653.79 feet; thence South 89 degrees 16 minutes 26 seconds East to a point on the East Right-of-Way Line of F.A.P. 762 (IL RTE 32), said point also being the Point of Beginning.

From said Point of Beginning; thence South 89 degrees 16 minutes 26 seconds East, a distance of 586.88 feet; thence South 00 degrees 16 minutes 49 seconds East, a distance of 628.21 feet to a point on the North Right-of-Way Line of T. R. 131 (Country Club Drive), as described in a Trustee's Deed in Card 94D, Page 598, in the Recorder's Office of Moultrie County, Illinois; thence North 89 degrees 25 minutes 56 seconds West, along the North Right-of-Way Line of said T.R. 131 (Country Club Drive), a distance of 585.11 feet to the East Right-of-Way Line of F.A.P. 762 (IL RTE 32); thence North 00 degrees 26 minutes 20 seconds West, along the East line of said F.A.P. 762 (IL RTE 32), a distance of 629.86 feet to the Point of Beginning.

Said Tract 2 containing 8.461 acres, more or less.

# Exhibit #2

## REAL ESTATE CONTRACT

The City of Sullivan, Illinois, hereinafter referred to as Seller, and Tabeling Development Company, LLC, hereinafter referred to as Buyer, agree to enter into this real estate sales contract pursuant to the following terms and conditions:

1. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase an unimproved parcel of real estate, 17.3 acres of undeveloped farm ground in Sullivan, Illinois ("the property"), which is described in the attached Exhibit 1.

2. Purchase Price. Buyer agrees to pay to Seller the total sum of TWO HUNDRED FORTY-TWO THOUSAND, TWO HUNDRED DOLLARS (\$242,200.00). The purchase price adjusted by prorations and credits allowed the parties by this contract shall be paid to Seller at closing by cashier's check, by check issued by a lending institution, by check issued by a title company or other form of payment acceptable to Seller.

3. Possession and Closing. The closing shall be held as soon as is feasible, but no later than December 31, 2020, at the offices of the City of Sullivan, Illinois, or such other place as the parties may agree.

4. Deed of Conveyance. Seller shall execute a recordable deed sufficient to convey the real estate to Buyer subject only to real estate taxes for 2020, payable in 2021, covenants, conditions, restrictions and easements of record or apparent, applicable zoning laws and ordinances, if any and provide said deed to Buyer at closing. Buyer agrees to certain terms of the Redevelopment Agreement between the parties, detailed below being a part of the deed, surviving closing, and being covenants running with the land.

5. Real Estate Taxes. The 2019 real estate taxes, if any, have been paid. Buyer shall be given a credit for the 2020 real estate taxes payable in 2021 which credit shall be based on the most recent ascertainable information at the time of closing. This shall be a final settlement as to the real estate taxes.

6. Evidence of Title. Within a reasonable time, Seller shall deliver to Buyer as evidence of Seller's title: a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer for the amount of the purchase price.

Permissible exceptions to title shall include lien for real estate taxes for 2020 and subsequent years, covenants, conditions, restrictions and easements of record are apparent and which do not limit reasonable use of the property, and applicable zoning laws and ordinances, if any.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed; or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this contract.

Seller shall be responsible for payment of the owner's premium and Seller's search charges. In the event Seller's prior title evidence is a merchantable abstract of title rather than a policy of title insurance, Seller's cost of providing title insurance shall not exceed the estimated cost of providing a merchantable Abstract or Title including entries for releases or curative documents. In each instance, the balance of the cost of providing title insurance for Buyer shall be borne by Buyer.

7. Default. If Buyer fails to make any payment or to perform any obligation imposed upon him by this contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within 10 days thereafter, Seller may elect to terminate the contract and retain monies heretofore paid. In the event of the failure of Seller to perform the obligations imposed upon him by this contract, Buyer may terminate this contract upon similar notice served upon Seller with similar expiration of time period. The foregoing remedies of both Buyer and Seller in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies, including specific performance, and an action for money damages. In the event of a default, the non-defaulting party shall be entitled to reasonable attorney's fees from the defaulting party for legal fees incurred in connection with the enforcement of this contract.

8. General Conditions and Stipulations.

(a) Time shall be considered to be of the essence in this contract. The warranties and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer by mailing the same to party's attorney shall be considered sufficient service thereof.

(c) The undersigned acknowledge that it is illegal to refuse to sell real estate because of race, color, religion, sex, creed, physical or mental handicap, or national origin.

(d) This contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this contract and may only be amended or altered in writing signed by all parties.

9. Crops and Farm Lease. Seller has terminated the existing farm lease on the property and there are currently no crops in production on the property.

10. Redevelopment Agreement. On or about July 21, 2020, Buyer and Seller entered into a Redevelopment Agreement, approved by City ordinance on June 22, 2020, under which the property would be sold by the City of Sullivan to the Tabelaing Development Company, LLC. The Redevelopment Agreement is incorporated herein as part of this contract. Nothing in this Agreement is meant to modify or contradict that Redevelopment Agreement and in the event of a conflict the Redevelopment Agreement shall control. Prior to closing, Seller may record the Redevelopment Agreement as its own expense and parties agree the terms of the Redevelopment Agreement shall survive closing and be covenants running with the land. Buyer agrees that Seller may make certain

terms of the Redevelopment Agreement a part of the deed, though the omission of a term from the deed does not make it invalid or temporary.

Specifically, but not exclusively Buyer continues to agree that the Property will not be used for purposes in violation of the zoning of the Property, or the ordinances of the City, or the laws of the State of Illinois or United States of America, and more specifically, the parties agree that the Developer will not develop the Property, utilize the Property for, or sell sections of the Property, to an individual, individuals, or entity that will utilize any portion of the property for:

- (a) the cultivation or sale of cannabis at a commercial business;  
the production or sale of pornography at a commercial business;
- (b) the occurrence at a commercial business of any lewd or lascivious act or any topless and/or bottomless employee and/or employees or entertainment to be performed within the licensed premises by an entertainer employed therein, or by any employee or guest;
- (c) the displaying of or sale of pornographic films or pictures depicting acts, or a live performance at a commercial business of those acts which are prohibited above;
- (d) any act prohibited by City of Sullivan Ordinance 21-3-12 titled "Unlawful Entertainment."

11. Agreement Executed in Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY**  
**SULLIVAN, ILLINOIS,**  
a Municipal Corporation

**DEVELOPER**  
**TABELING**  
**DEVELOPMENT**  
**COMPANY, LLC**

BY: \_\_\_\_\_  
Mayor, City of Sullivan

\_\_\_\_\_

ATTEST:  
\_\_\_\_\_