

RESOLUTION NO. 2022-05

**A RESOLUTION APPROVING AND AUTHORIZING THE SALE OF
VILLAGE OWNED PROEPRTY LOCATED AT
328 N. MAIN STREET, DUPO, ST. CLAIR COUNTY, ILLINOIS**

WHEREAS, the Village of Dupo, St. Clair County, Illinois (“Village”) is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 18, 2022, at 7:00 pm, before the Village Board of Dupo; and

WHEREAS, previously, pursuant to Village Resolution No. 2022-02 (03/07/2022), the Village Board approved the offering for sale surplus real property, specifically real property commonly known as 328 N. Main Street, Dupo, St. Clair County, Illinois (PPNs: 06-21.0-217-001 thru 004) pursuant to 65 ILCS 5/11-76-4.2; and

WHEREAS, the staff of the Village has offered 328 N. Main Street for sale to the public, and has received an offer for the purchase of said real property from Clint Vogt of 5200 Fawn Drive, Columbia, IL 62236 in the amount of \$5,000.00; and

WHEREAS, the Village Board finds that the requirements of selling surplus property pursuant to 65 ILCS 5/11-76-4.2 having been met; and

WHEREAS, the Village Board of Trustees finds and determines that the best interests of the Village and its residents will be served by the acceptance of the offer submitted by Clint Vogt, and the sale the property commonly known as 328 N. Main Street, Dupo, St. Clair County, Illinois (PPNs: 06-21.0-217-001 thru 004) to Clint Vogt for the amount of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) is hereby accepted by the Village Board of Trustees for the sale of said real property pursuant to those terms and conditions contained in the Village’s Real Estate Sale Contract, attached hereto and incorporated herein as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1: The aforementioned recitals are hereby adopted as findings by the Village Board and incorporated herein.

Section 2: The offer received from Clint Vogt in the amount of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) is hereby accepted by the Village Board of Trustees for the sale of 328 N. Main Street, Dupo, St. Clair County, Illinois (PPNs: 06-21.0-217-001 thru 004) pursuant to those terms and conditions contained in the Village’s Real Estate Sale Contract attached hereto and incorporated herein as **Exhibit “A”**.

Section 3: The Mayor is hereby authorized and directed to sign, and the Village Clerk is hereby authorized, if necessary, to attest to a contract for the sale and purchase of 328 N. Main Street, Dupo, St. Clair County, Illinois (PPNs: 06-21.0-217-001 thru 004) by the Village to buyer/purchaser Clint Vogt.

Section 4: Upon satisfaction of the terms of the aforesaid contract and upon the payment of the above purchase price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the real property to the buyer by a proper deed of conveyance, stating therein the consideration paid therefore, and the Village Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the Village of Dupo, Illinois.

Section 5. The Mayor and Village Clerk are hereby authorized to execute such additional required documents in the name of the Village to effectuate the sale and transfer of the aforementioned real property pursuant to this Resolution.

Section 6: Each section, paragraph, sentence, clause and provision of this Resolution is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Resolution, nor any part thereof, other than that part affected by such decision.

Section 7: All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

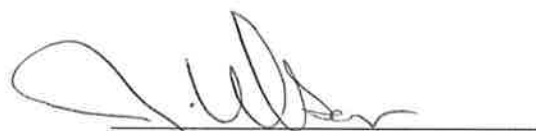
Section 8: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED this 18th day of April 2022 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.


<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	✓	—	—	—
Ron Dell	✓	—	—	—
Kerry Foster	✓	—	—	—
Dawn Keys	✓	—	—	—
Ken Phillips	✓	—	—	—
Tammy Taylor	✓	—	—	—

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 18th day of April 2022.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

EXHIBIT A

REAL ESTATE SALES CONTRACT

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“Agreement”) is made and entered into this _____ day of _____, 2022 by and between **THE VILLAGE OF DUPO, ILLINOIS**, 107 N. 2nd St., Dupo, St. Clair County, Illinois, a municipal corporation, hereinafter called “(Seller)”, and **CLINT VOGT**, 5200 Fawn Drive, Columbia, Monroe County, Illinois, hereinafter called (“Buyer”).

RECITAL

WHEREAS, Buyer desires to purchase the real property described below and any structure(s) thereon, and in connection therewith Seller and Buyer desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, the real estate and any structure(s) thereon as legally described as follows:

LEGAL DESCRIPTION

See attached Exhibit “A”

commonly known as 328 N. Main St., Dupo, St. Clair County, Illinois, assigned Permanent Parcel Number: 06-21.0-217-001, 06-21.0-217-002, 06-21.0-217-003, & 06-21.0-217-004, containing .31± acres, and said parcel is zoned Downtown Business (B-2), together with all privileges, rights, easements, hereditament and appurtenances (hereinafter referred to as “Real Property”).

Seller shall convey merchantable title to the Real Property to Buyer by Quit Claim Deed and subject to any all easements, covenants, restrictions, dedications or rights of way, or other matter affecting title to the Real Property or use of the Real Property of record or those that are ascertainable upon inspection of the Real Property.

2. The purchase price of the Real Property (“Purchase Price”) shall be **Five Thousand Dollars and Zero Cents (\$5,000.00)** to be paid by Buyer at Closing, plus or minus credits and prorations provided for herein (if any) in cash or by certified bank or cashier’s check.

3. The Buyer represents that it has obtained the necessary financing to purchase the foregoing parcel.

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Buyer’s Initials: _____

Seller’s Initials:

4. The Buyer is responsible for all real estate taxes due and owing on the property including the current year and any and all years thereafter. There will be no proration of the real estate taxes between Seller and Buyer.

5. If Buyer requires a Title Policy for the Real Property such shall be Buyer's sole responsibility, cost and expense, and shall be obtained by Buyer prior to the closing.

6. That possession of said real estate will be turned over on the date of closing.

7. Seller and Buyer agree to close on or before 60 days from the date of Seller's signature to this Agreement or upon such other date as may be mutually agreed upon between the Parties. The closing shall be held at Reifers, Holmes, & Peters LLC, 5000 West Main Street, Belleville, Illinois, unless the Parties agree otherwise.

8. Anything normally considered real estate is to remain and be a part of this sale, including any structure(s) thereon. Any and all personal property located on the parcel and/or in any structure thereon, to the extent such personal property is Seller's personal property, will remain on the Real Property and be part of this sale.

9. **THE REAL PROPERTY AND ANY STRUCTURES/IMPROVEMENTS LOCATED THEREON ARE BEING SOLD "AS IS." SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, CRAFTSMANSHIP, MATERIALS CONTAINED THEREIN, ENVIRONMENTAL ISSUES, USE, AND STRUCTURAL SOUNDNESS. SELLER FURTHER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE ELECTRICAL SYSTEMS, LIGHTING, PLUMBING SYSTEMS, SEWAGE SYSTEMS, PLUMBING FIXTURES, AND HEATING OR AIR CONDITIONING EQUIPMENT. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, THAT MAY HAVE BEEN CONVEYED TO THE BUYER BY SELLER OR ANY OTHER PERSON.**

10. In the event any legal action is brought by either party to enforce the terms hereof or relating to the Real Property, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees as determined by the court.

11. This Agreement may be cancelled by the Seller at any time prior to closing, with or without cause, upon written notice to Buyer, and without any recourse against Seller.

12. It is further mutually understood and agreed by and between the Parties hereto that the Buyer has examined the parcel(s) and any structure(s) located thereon (if any), and Buyer knows of the condition thereof and the character thereof, and the Buyer accepts said premises in its present state and condition.

13. If Buyer obtains a Title Policy or Title Commitment and if either discloses impermissible exceptions, the Seller shall have 30 days from the date of delivery thereof to cause their removal from the policy or commitment or to provide evidence that the title insurer will

Buyer's Initials: _____

Seller's Initials: _____



commit to insure against loss or damage that may be occasion by such exceptions, and, in such event the time of closing shall be 35 days after delivery of commitment; provided, however, if any extension beyond the original closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment (if any), then Buyer shall have the option to cancel this Agreement without any recourse against Seller. Further, if the Seller fails to have these exceptions removed or is unable to have any exceptions removed within said 30-day period, Buyer may terminate this Agreement without any recourse against Seller.

14. In this Agreement, the singular shall include the plural and plural the singular, and the masculine, the feminine, and the neuter shall each include the others. Upon execution hereof, this Agreement shall be binding on the Parties hereto, their heirs, executors, administrators, successors, and assigns.

15. If prior to delivery of deed hereunder, the structures/improvements on said premises (if any) shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Agreement null and void or accepting the premises as damaged or destroyed, together with any proceeds of any insurance (if any) payable as a result of the destruction or damage, which proceeds the Seller agrees to assign to the Buyer. In no event will Buyer recover from any insurance proceeds an amount over the purchase price stated herein.

16. This Agreement contains the entire agreement between the Parties and NO WRITTEN AND/OR ORAL REPRESENTATION, WARRANTY, OR CONVENIENT exists outside of this Agreement.

17. The invalidity of any provision of this Agreement shall not impair the validity of any other provisions. Any provision of this Agreement determined by a court of competent jurisdiction to be unenforceable will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.

18. It is further agreed by the Parties hereto that all promises, and covenants are contained herein, and each of them, are material; that the breach of any one or more is the breach of the whole Agreement.

19. Time is of the essence of this Agreement.

20. Any and all closing costs are to be paid by Buyer, including but not limited to Buyer's attorneys' fees, recording fees for recording the deed, transfer taxes, cost of documentary stamps, and all other miscellaneous closing costs. Buyer shall be responsible for recording all transfer documents (i.e., deed and PTAX forms) and paying any fees associated therewith.

21. Buyer further agrees to indemnify and hold harmless the Village of Dupo, Illinois for any and all liability that may arise as a result of damage to person or property, including but not limited to attorneys' fees and costs, arising from any inspection and/or investigation of the Real Property, by the Buyer, the Buyer's contractors, sub-contractors, agents, employees, and/or

Buyer's Initials: _____

Seller's Initials: 

any third-party invited by the Buyer to conduct said inspection and/or investigation prior to the Buyer taking possession and ownership of the Real Property and any structures located thereon.

22. By their signatures below the Parties acknowledge and represent that neither of them has engaged any real estate broker or agent in connection with the sale or purchase of the Real Property or any other person or entity claiming a commission or fee in the sale and/or purchase of the Real Property. Further, the Parties acknowledge there are no commissions or fees due or owing or that will become due or owing on account of either Party's compliance with this Agreement and for the sale and purchase of the Real Property. If a commission or fee becomes due or owing the respective Party who engaged a real estate agent, broker or any other person or entity claiming a commission or fee will be solely responsible for paying said commission or fee and will hold the other Party harmless and indemnify the other Party for any commission or fee due.

23. 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.

24. Any notice, requests and other communications required under this Agreement shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered or deposited for mailing by first class or certified mail, including delivery by any nationally recognized courier services (i.e., Federal Express), or sent by facsimile with written confirmation by first class mail sent the same day to the Buyer or Seller at the addresses and facsimile number, listed below:

If to Seller:

SELLER'S ADDRESS: Village of Dupo
ATTN: Mayor Jerry Wilson
107 N. 2nd Street
Dupo, IL 62239
Fax: 618-286-5505

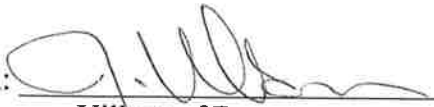
If to Buyer:

BUYER'S ADDRESS: Clint Vogt
5200 Fawn Drive
Columbia, IL 62236
(618) 520-1833

Buyer's Initials: _____

Seller's Initials: 

Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees

SELLER: 
Village of Dupo,
Mayor Jerry Wilson

DATE: _____

BUYER: _____
Clint Vogt

DATE: _____

[END OF DOCUMENT]

Buyer's Initials: _____

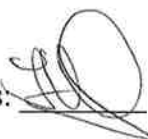
Seller's Initials: 

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 17 in Block 4 of "LINDMANN'S FIRST SUBDIVISION, PRAIRIE Du PONT COMMONFIELDS, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "J" on pages 35 and 36. EXCEPT a part of Lot 17 described as follows: that part of said subdivision Commencing at an iron pin set at the Southwest Corner of Block 4 of said "Lindemann ' s First Subdivison Prairie DuPont Commonfields", said pin also being on the existing easterly right of way of FAU Route 9296 (marked Illinois Route 3) ; thence North 18 degrees 01 minute 02 seconds East along said easterly right of way, 370.24 feet to the Point of Beginning. From said Point of Beginning; thence continuing North 18 degrees 01 minute 02 seconds East along said right of way, 30.00 feet to an iron pin set, said point being the intersection with the southerly line of Dyroff Avenue ; thence South 72 degrees 01 minute 25 seconds East along said southerly line, 30.00 feet; thence South 62 degrees 59 minutes 49 seconds West, 42.44 feet to the Point of Beginning. Situated in the County of St. Clair and the State of Illinois.

and

Lot 18 in Block 4 of "LINDMANN'S FIRST SUBDIVISION, PRAIRIE Du PONT COMMONFIELDS, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "J" on pages 35 and 36. EXCEPT a part of Lot 17 described as follows: that part of said subdivision Commencing at an iron pin set at the Southwest Corner of Block 4 of said "Lindemann ' s First Subdivision Prairie DuPont Commonfields", said pin also being on the existing easterly right of way of FAU Route 9296 (marked Illinois Route 3) ; thence North 18 degrees 01 minute 02 seconds East along said easterly right of way, 370.24 feet to the Point of Beginning. From said Point of Beginning ; thence continuing North 18 degrees 01 minute 02 seconds East along said right of way, 30.00 feet to an iron pin set, said point being the intersection with the southerly line of Dyroff Avenue ; thence South 72 degrees 01 minute 25 seconds East along said southerly line, 30.00 feet; thence South 62 degrees 59 minutes 49 seconds West, 42.44 feet to the Point of Beginning. Situated in the County of St. Clair and the State of Illinois.

and

Lot 19 in Block 4 of "LINDMANN'S FIRST SUBDIVISION, PRAIRIE Du PONT COMMONFIELDS, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "J" on pages 35 and 36; Situated in the County of St. Clair and the State of Illinois.

and

Lot 20 in Block 4 of "LINDMANN'S FIRST SUBDIVISION, PRAIRIE Du PONT COMMONFIELDS, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "J" on pages 35 and 36; Situated in the County of St. Clair and the State of Illinois.