

VILLAGE OF TOLONO
CHAMPAIGN COUNTY, ILLINOIS

A RESOLUTION AUTHORIZING
THE ACCEPTANCE OF THE DONATION OF A PARCEL OF LAND

RESOLUTION NO. 2023-R- 2

Adopted by the
Board of Trustees of the Village of Tolono
This 6th day of June, 2023.

Published in pamphlet form by authority of the President and the Board of Trustees of the Village of Tolono, Champaign County, Illinois this 6th day of June, 2013.

VILLAGE OF TOLONO, ILLINOIS

**RESOLUTION AUTHORIZING
THE ACCEPTANCE OF THE DONATION OF A PARCEL OF LAND**

RESOLUTION NO. 2013-R- 2

WHEREAS:

A. Jerry W. Warnes and John E. Maggio own a parcel of land in the Village legally described on Exhibit A attached hereto and by reference incorporated herein; and

B. The Village Board has considered said parcel and has found that it is suitable for public purposes and agrees to accept such donation under the terms provided in this Resolution.

NOW THEREFORE be it hereby resolved as follows:

The Board of Trustees President is authorized to execute the donation agreement identified as Exhibit B attached hereto and by reference incorporated herein. The Village staff is authorized to take such actions as are reasonably necessary to carry out the terms of said agreement including, but not limited, to paying such incidentals such as title insurance costs and recording costs.

This Resolution shall be effective upon its adoption.

APPROVED, effective and ADOPTED this 6th day of June, 2023 by the Board of Trustees for the Village of Tolono.

VILLAGE OF TOLONO

By: _____

Rob Murphy, it's President

ATTEST:

Village Clerk

SCHEDULE A

Parcel ID . 29-26-25-400-003

LEGAL DESCRIPTION FOR CONVENIENCE ONLY:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, IN TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT LYING ON THE CENTERLINE OF EAST BENHAM STREET; THENCE PROCEEDING WESTERLY ALONG THE CENTERLINE OF EAST BENHAM STREET 2509.82 FEET TO THE SOUTHEAST CORNER OF LINSHAR FIELDS PHASE 1, AS SHOWN ON THAT PLAT RECORDED SEPTEMBER 22, 1994 AS DOCUMENT NO. 94R25083; THENCE PROCEEDING NORTHERLY ALONG THE EAST LINE OF SAID LINSHAR FIELDS PHASE 1, A DISTANCE OF 556.11 FEET TO THE SOUTHEAST CORNER OF LINSHAR FIELDS PHASE 2, AS SHOWN ON THAT PLAT RECORDED JULY 3, 1996 AS DOCUMENT NO. 96R16599; THENCE PROCEEDING NORTHERLY ALONG THE EAST LINE OF SAID LINSHAR FIELDS PHASE 2, A DISTANCE OF 370.78 FEET TO THE SOUTHEAST CORNER OF LINSHAR FIELDS PHASE 3, AS SHOWN ON THAT PLAT RECORDED MAY 29, 1998 AS DOCUMENT NO. 98R15341; THENCE PROCEEDING NORTHERLY ALONG THE EAST LINE OF SAID LINSHAR FIELDS PHASE 3, A DISTANCE OF 220.51 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED:

FROM THE POINT OF BEGINNING, NORTHERLY ALONG THE EAST LINE OF SAID LINSHAR FIELDS PHASE 3, A DISTANCE OF 150.39 FEET TO THE SOUTHEAST CORNER OF LINSHAR FIELDS PHASE 4, AS SHOWN ON THAT PLAT RECORDED NOVEMBER 15, 2000 AS DOCUMENT NO. 2000R26540; THENCE CONTINUING ALONG THE EAST LINE OF SAID LINSHAR FIELDS PHASE 4, A DISTANCE OF 150.37 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED LAND; THENCE EASTERLY 285 FEET; THENCE SOUTHERLY 300.65 FEET; THENCE WESTERLY 285 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED LAND AND RETURNING TO THE POINT OF BEGINNING.

EXHIBIT B
LOT DONATION AGREEMENT

Now come Jerry W. Warnes and John E. Maggio collectively "Seller" and the Village of Tolono, Illinois an Illinois municipal corporation hereinafter "Buyer" who enter into this Agreement effective this ___ day of June, 2023 as follows:

RECITALS:

- A. Seller comprises individuals who have grown up in Tolono, Illinois and who own a parcel legally described on Exhibit A attached hereto and by reference incorporated herein hereinafter "Lot."; and
- B. Seller desires to convey said Lot to Buyer as a gift in appreciation of growing up and working in the Village with the hope that said Lot will be of benefit to the public; and
- C. Buyer desires to accept said gift all under the terms of this Agreement.

Now therefore, the parties hereby agree as follows:

1. **Possession and Closing.** Seller shall deliver possession of the premises to Buyer at the time of the closing of this transaction which shall be on or before _____, 2023, at such other place as the parties may agree.
2. **Deed of Conveyance.** Buyer's attorney shall prepare and Seller shall execute a recordable Warranty Deed sufficient to convey the real estate to Buyer or her nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.
3. **Encumbrances.** Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the property, except as heretofore disclosed to Buyers in writing.
4. **Taxes, Assessments and Notices.** Seller shall pay all real estate taxes accruing for 2022 payable 2023 and all prior years. Buyer shall pay 2023 payable 2024 and subsequent years.
5. **Evidence of Title.** Buyer, at its expense, shall secure a commitment for title insurance.
Permissible exceptions to the title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the premises and which do not restrict reasonable use of the premises; existing mortgages to be paid by Seller or assumed by Buyers at closing; and limitations and conditions imposed by the Illinois Condominium Property Act.
If title evidence discloses exceptions other than those permitted, Buyers 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 Buyers shall have the option to terminate this contract in which case Buyers shall be entitled to refund of the earnest money.
6. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and no oral representation, warranty or covenant exists other than those herein set forth. References to plural parties shall apply to singular parties as well. References to a specific number of days shall mean calendar days.
7. **Time of the Essence/Faxed Signature.** The time for performance of the obligations of the parties is of the essence of this Contract. The parties may rely upon a faxed signature as constituting an original.

Seller's Signature:

Buyers' Signatures:

Jerry W. Warnes

Rob Murpy as President Board of Trustees
Village of Tolono

John E. Maggio

SCHEDULE A

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