

**VILLAGE OF TOLONO
CHAMPAIGN COUNTY, ILLINOIS**

ORDINANCE NO. 2025 -O- 22

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
113 ACRES FROM WOODWORTH FARM LLP**

**ADOPTED THIS
7TH DAY OF OCTOBER, 2025**

Published by authority of the President and Village Board of Trustees of the Village of Tolono this 7th day of October, 2025.

**VILLAGE OF TOLONO
CHAMPAIGN COUNTY, ILLINOIS**

Ordinance No. 2025-O 22

October 7th, 2025

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
113 ACRES FROM WOODWORTH FARM LLP**

WHEREAS, the Village of Tolono, Illinois, is a municipality in Champaign County, Illinois; and

WHEREAS, the Village seeks to purchase said property in contemplation of development of public projects and economic development; and

WHEREAS, the Village has investigated said property, and received qualified advice regarding the value of said property; and

WHEREAS, Village staff has negotiated a revised contract to purchase said real estate from Woodworth Farm, LLP, in the amount of \$2,599,000.00, which the Board hereby determines is reasonable; and

WHEREAS, the Village staff has negotiated a Real Estate Contract for the Village's purchase of said property, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Village of Tolono has sufficient funds on hand to purchase said property.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF TOLONO, ILLINOIS, AS FOLLOWS:**

Section 1. Incorporation Clause.

The President and the Board of Trustees of the Village hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and does hereby, by reference, incorporate and make them part of this Ordinance.

Section 2. Purpose.

This Ordinance is to approve the purchase of 113 acres, more or less, lying west of the Village of Tolono in contemplation of development of public projects and economic development.

Section 3. Contract

- A. The Contract for Purchase of Real Estate between said property owner, as Seller, and the Village of Tolono, as Buyer, in substantially the same form attached as Exhibit A, and incorporated herein by reference, is in the best interests of the Village of Tolono and is therefore approved.
- B. The Village President is authorized and directed to make alterations/adjustments to said contract which he deems in the Village's best interest and to execute said Contract in a final form.
- C. Village staff is directed to proceed with necessary actions to prepare for and effect closing of the purchase of said real estate pursuant to said Contract.

Section 4. Filing.

The Village Clerk is hereby directed to file a copy of this Ordinance with the County of Champaign, Illinois.

Section 5. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to this Village by the Constitution of the State of Illinois and Illinois Compiled Statutes.

Section 6. State law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Section 7. Approval and Execution of Documents.

The President and Village Clerk, or in their absence, the Village Manager are hereby authorized and directed to execute any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

Section 8. Other Actions Authorized.

That the President and Village Clerk and Village Attorney are hereby authorized and directed to do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance.

Section 9. Acts of Village Officials.

That all acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance, are hereby in all respects, ratified, approved, authorized and confirmed.

Section 10. Headings.

The headings for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

Section 11. Severability.

The provisions of this ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section, or part of this Ordinance be determined to be shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the Board of Trustees that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof had not been included.

Section 12. Superseder and Publication.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. A full, true and complete copy of this ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 13. Effective Date.

This Ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

Motioned for approval by Trustee Jared Robbins

With a second by Trustee Mark Adair, roll call vote:

Mark Adair aye

Daniel Grady aye

Vicki Buffo aye

Jared Robbins aye

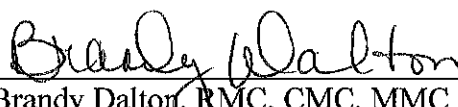
Craig Goad aye

Tom Swigart aye

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF
TOLONO, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, THIS 7TH DAY OF
OCTOBER, 2025.


Terrence Stuber, Village President

ATTEST:


Brandy Dalton, RMC, CMC, MMC
Village Clerk

(SEAL)

Recorded in the Municipal Records: October 7, 2025
Published in pamphlet form: October 7, 2025

Exhibit A

Sales Contract

REAL ESTATE PURCHASE CONTRACT - FARMLAND

Seller(s): Woodworth Farm, LLP c/o Malinda J. Walker PO Box 406 Sidney, IL 61877 (217) 417-5682 malinda.walker@thyssenkrupp-automotive.com Marcia Woodworth Patricia Phillips Timothy Phillips Matthew Woodworth	Buyer: Village of Tolono c/o Terrence Stuber, Village President 507 W. Strong Street PO Box 667 Tolono, IL 61880-0667 (217) 485-5212 terrence.stuber@tolonoil.us
Sellers' Attorney: Cari B. Rincker – Attorney for Malinda J. Walker Rincker Law, PLLC 229 E. Main Street Shelbyville, IL 62565 (217) 531-2179 cari@rinckerlaw.com linda@rinckerlaw.com	Buyer's Attorney: Marc R. Miller Miller & Henren 2504 Galen Drive, Suite 101 Champaign, IL 61821 (217) 352-2171 mrm@mhlawoffice.com
Sellers' Realtor: Christian McDormand-Dozier / Nate Evans The Nate Evans Group / Exp Realty 301 N. Neil Street, Suite 339 Champaign, IL 61820 (217) 239-7113 christian@neghomes.com	Buyer's Realtor N/A
Property: Farmland (2 parcels) PIN(s): 29-26-26-100-002 & 29-26-26-301-001	

This Agreement, made as of this _____ day of October, 2025, is entered into by and between **WOODWORTH FARM, LLP** ("Seller") and **THE VILLAGE OF TOLONO**, an Illinois Municipal Corporation ("Buyer").

- 1. Property.** Seller agrees to sell, and Buyer agrees to purchase, the farmland legally described on Exhibit A (the "Property"), consisting of approximately 113 acres, more or less lying west of the Village of Tolono, located in Champaign County, Illinois, PINs 29-26-26-100-002 and 29-26-26-301-001.
- 2. Purchase Price and Payment.** The total purchase price is Two Million Five Hundred Ninety-Nine Thousand Dollars (\$2,599,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer by wire transfer of immediately available funds to Chicago Title Company, as escrow agent for the Closing (or by such other method as directed in

writing by Seller), to be held and disbursed in accordance with the parties' written closing statement at Closing.

3. **Deed and Escrow.** At closing, Seller shall convey the Property to Buyer by Warranty Deed, subject only to:
 - (a) general real estate taxes not yet due and payable;
 - (b) covenants, conditions, restrictions, and easements of record; and
 - (c) applicable zoning laws and ordinances.
4. **Realtor Commission.** Buyer's Realtor: N/A. Seller shall pay at Closing any listing, brokerage, or realtor fees or commissions incurred by it in connection with this sale. Buyer shall have no responsibility for such commissions.
5. **Title, Survey and Maps.** Buyer, at its sole cost and expense, shall be solely responsible for obtaining any surveys of the Property desired by Buyer. Seller shall have no obligation to provide or pay for any survey. Buyer acknowledges that acreage, boundaries, and tillable acres are not warranted by Seller and that Seller shall not be liable for any variance in acreage disclosed by any survey. Buyer, at its sole cost, shall obtain a commitment for an Owner's Title Insurance Policy in the full amount of the purchase price from Chicago Title Insurance Company. Seller agrees to provide Buyers with a copy of any available surveys of the premises and to deliver any available tile maps and other maps at closing. The Property is sold in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Buyer shall have a reasonable time to review the title commitment, and Seller shall have a reasonable time after notice to cure any defects affecting the insurability of title.
6. **Mineral Rights.** Seller shall convey to Buyer only such oil, gas, coal, and other mineral rights, if any, as are currently owned by Seller and not previously reserved of record. Seller makes no representation as to the existence or value of mineral rights, and Buyer accepts same without adjustment to the purchase price.
7. **Taxes and Assessments.**
 - (a) Real estate taxes for the year 2025 (payable in 2026) shall be Seller's responsibility, subject to customary proration or, at Buyer's election, a closing credit based on the most current assessment, tax rates, and multipliers available at Closing.
 - (b) Taxes for 2026 and all subsequent years shall be Buyer's responsibility.
 - (c) All transfer taxes shall be paid by Buyer.
 - (d) Any special assessments that are a lien as of the Effective Date shall be paid by Seller; all others shall be Buyer's responsibility.

The Seller expressly warrants that Seller have received no notices from any city, village, other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the premises.

8. **Possession.** Possession shall be delivered to Buyer at closing, subject to Seller's right to harvest the existing 2025 crop as set forth below.
9. **Improvements.** Buyer acknowledges that no buildings, improvements, or fixtures are included in the sale of the Property.
10. **Risk of Loss.** The risk of loss or damage to the Property by fire, casualty, or other cause shall remain with Seller until closing. In the event of material loss, Seller may, at its election, terminate this Agreement or assign any insurance proceeds to Buyer.
11. **Closing.** The closing of this transaction (the "Closing") shall occur on or before October 26, 2025 (the "Closing Date"), at the offices of Chicago Title Company, or such other place as the parties may mutually agree, through escrow. The parties shall comply with all applicable requirements of the Real Estate Settlement Procedures Act (RESPA) and any other applicable closing-disclosure laws or regulations.

At Closing: Seller shall deliver to Buyer (a) a recordable Illinois statutory warranty deed conveying fee simple title to the Property, (b) an ALTA Owner's Affidavit and gap indemnity reasonably required by the title company, (c) a properly executed non-foreign affidavit under IRC §1445 (FIRPTA) and IRS Form W-9, and (d) entity authority documents and any other customary affidavits reasonably required to issue the Owner's Policy.

Buyer shall deliver to Chicago Title Company, as escrow agent for the Closing, the balance of the Purchase Price by wire transfer of immediately available funds, together with any required municipal approvals, board authority, and certificates.

The Escrow Agent shall disburse the Purchase Price and all prorations in accordance with a written closing statement executed by the parties.

12. **Default.** If Buyer defaults and fails to cure such default within ten (10) days after written notice, Seller may terminate this Agreement and retain all deposits as liquidated damages. Seller reserves all other remedies at law or in equity, including specific performance.
13. **Notices.** Any notice required under this Purchase Contract to be served upon Seller or Buyer shall be personally delivered or shall be mailed by certified mail to such parties at the following addresses:

<u>Seller:</u> c/o Cari B. Rincker, Esq. Rincker Law, PLLC 229 E. Main Street Shelbyville, IL 62525	<u>Buyer:</u> c/o Marc R. Miller, Esq. Miller & Hendren 2504 Galen Drive, Suite 101 Champaign, IL 61821
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14. Hazardous Substances. To the best of Seller's actual knowledge, and without duty of further investigation, Seller has not caused or permitted the storage, treatment, or disposal of hazardous substances on the Property. To the best of Seller's knowledge, there are no underground storage tanks, asbestos, or polychlorinated biphenyls (PCBs) located on or released from the Property, and Seller has received no notice of any pending or threatened governmental or private action regarding hazardous substances on the Property. Seller makes no additional environmental warranties, and Buyer accepts the Property in its "AS IS, WHERE IS" condition. Buyer assumes all environmental liability arising after Closing.

15. Disclaimer of Warranties and No Reliance.

(a) The Property is being sold "AS IS, WHERE IS, WITH ALL FAULTS."

(b) Buyer acknowledges that Seller has made no warranties, express or implied, regarding the condition of the Property, including soil quality, drainage, tile, environmental status, or suitability for Buyer's intended use.

(c) Buyer represents that it has conducted its own due diligence and is not relying upon any statement, representation, or warranty of Seller or Seller's agents, except as expressly set forth in this Agreement.

16. Existing Crop and Possession. Seller has provided information to the Realtor regarding the farm programs, which are situated along each side of the drainage creek.

Seller represents that the tenant farmer, Andy, has already harvested the crops; therefore, there is no need to wait until February. Seller shall complete harvest and vacate the Property no later than **December 1, 2025**, unless otherwise agreed in writing. Buyer may access and use the Property after Closing for municipal purposes that do not materially interfere with Seller's harvest. Seller represents that, aside from the 2025 crop, there are no oral or written farm leases or participation in any government agricultural programs (including USDA, FSA, or CRP contracts) other than the existing farm programs situated along each side of the drainage creek, which Seller has disclosed to the Realtor.

17. Tenant Lease and Termination. Seller represents that, aside from Seller's right to harvest the 2025 crop as provided herein, there are no oral or written leases or tenancies affecting the Property for the 2026 crop year or thereafter. To the extent any lease or tenancy is claimed to exist, Seller shall timely deliver any required written notice of termination to ensure that Buyer receives possession of the Property free and clear of any leasehold interest after **February 28, 2026**. Seller shall provide Buyer with a copy of any such termination notice upon request.

18. Involuntary Conversion. The parties acknowledge that Buyer is an Illinois municipal corporation with condemnation authority pursuant to 735 ILCS 30 (the Illinois Eminent Domain Act) and other applicable law. The parties further acknowledge that Seller has entered into this Agreement voluntarily, in lieu of Buyer taking the Property by a condemnation action, thereby creating an involuntary conversion. Seller has

independently investigated IRC §1033 and other applicable tax law and is not relying upon any representations by Buyer related thereto.

19. **Farm Lease – Right of First Refusal.** Buyer shall grant Andy Woodworth a right of first refusal to lease the Property for the 2026 crop year on the same terms as any bona fide lease offer received by Buyer. Buyer shall provide written notice of any such offer to Andy Woodworth. Andy Woodworth shall have ten (10) business days from receipt of the notice to accept the offer in writing. If no written acceptance is timely delivered, the right shall be deemed waived.
20. **Attorneys' Fees.** In the event of default, enforcement, or litigation concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
21. **No Post-Closing Liability.** From and after closing, Seller shall have no liability for any condition, matter, or claim relating to the Property, except for warranties of title expressly provided in the Deed.
22. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.
24. **Entire Agreement.** This Agreement, including Exhibit A, contains the entire agreement of the parties. No representations have been made by Seller except as expressly stated herein.

IN WITNESS WHEREOF, the parties have executed this Contract on the date set forth below along with their respective signatures.

(THIS SPACE INTENTIONALLY IS LEFT BLANK)

SELLER(s):

Woodworth Farm, LLP

Date: _____

By: _____
Malinda J. Walker

Date: _____

By: _____
Marcia Woodworth

Date: _____

By: _____
Patricia Phillips

Date: _____

By: _____
Timothy Phillips

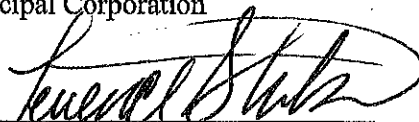
Date: _____

By: _____
Matthew Woodworth

BUYER:

Village of Tolono, an Illinois
Municipal Corporation

Date: 10/7/2025

By: 
Terrence Stuber, its
President

Prepared by:

Cari B. Rincker, Esq.
Attorney for Malinda Walker
Rincker Law, PLLC
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cari@rinckerlaw.com
www.rinckerlaw.com
(217) 531-2179
ARDC # 6318319

EXHIBIT A - Legal Description

The West 62 rods of the Southwest Quarter of Section 26 in Township 18 North, Range 8 East of the Third Principal Meridian, except the South 54 rods thereof, in Champaign County, Illinois.

PIN: 29-26-26-301-001
Approx. 40.4 acres

The West 62 Rods of the Northwest Quarter of Section 26, Township 18 North, Range 8 East of the Third Principal Meridian, Except a tract described as follows: Commencing 36 feet South of the Northwest corner of said Section 26, thence East 621 feet, thence South 562 feet, thence West 621 feet, thence North 562 feet to the point of beginning, situated in Champaign County, Illinois.

PIN: 29-26-26-100.002
Approx. 71.99 acres