

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 281

AN ORDINANCE APPROVING EXECUTION OF AGREEMENT TO EXCHANGE REAL ESTATE WITH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 OF McLEAN AND DeWITT COUNTIES, ILLINOIS.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 21st DAY OF July, 19 86

PRESENTED: July 21, 19 86

PASSED: July 21, 19 86

APPROVED: July 21, 19 86

RECORDED: July 22, 19 86

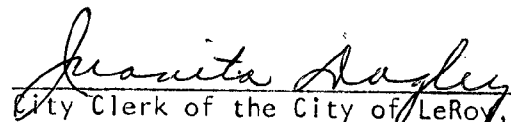
PUBLISHED: July 22, 19 86

In Pamphlet Form/In Newspaper

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.


City Clerk of the City of LeRoy,
McLean County, Illinois

(SEAL)

Dated: July 22, 19 86.

ORDINANCE NO. 281

AN ORDINANCE APPROVING EXECUTION OF AGREEMENT TO EXCHANGE REAL ESTATE WITH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 OF McLEAN AND DeWITT COUNTIES, ILLINOIS.

Whereas, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, did cause a public hearing to be held at the LeRoy City Hall, 111 East Center Street, LeRoy, McLean County, Illinois, at 7:30 P. M. on July 7, 1986, pursuant to notice published in The LeRoy Journal on June 19, 1986, said hearing being for the purpose of receiving comments and objections from the public in regard to a proposed exchange of real estate; and

Whereas, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, did, by said notice, and at the aforesaid hearing, state the conditions and terms of the proposed exchange, and did receive public input and objections as made and submitted at the hearing, and

Whereas, the City of LeRoy, McLean County, Illinois, has undertaken all necessary requirements as provided by the Laws of the State of Illinois to be taken in connection with the proposed exchange of real estate for those parcels of real estate described as follows:

TRACT I - (Parcel of real estate to be traded by City to School District) -

The East One-Half of Lot 10, all of Lot 11 and Lot 12 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

TRACT II - (Parcel of real estate to be received by City from School District) -

The East 10 feet of Lot 1, the West One-Half of Lot 3, all of Lot 4 and Lot 5 except the West 5 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois;

and

Whereas, in connection with said exchange of real estate, both governmental entities further have proposed to grant to the other upon parcels of real estate held by each governmental entity prior to the exchange and that will continue to be owned by the same governmental entity, but which parcels are adjacent to the two parcels being traded, easements for purposes of air, light and view and which easements are across those parcels of real estate described as follows:

TRACT III - (Parcel owned by City and will continue to be owned by City) -

The West One-Half of Lot 10, all of Lots 8 and 9, and the East 10 feet of Lot 1 and the East 10 feet of Lot 12, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

TRACT IV - (Parcel owned by School District and will continue to be owned by said School District) -

The East One-Half of Lot 3, all of Lot 2, and all of Lot 1 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois,

and

Whereas, the aforesaid governmental entities further intend to reserve easements for air, light and view across those tracts now owned but intended to be traded between them,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The Mayor and City Council of the City of LeRoy, Illinois, hereby find as follows in regard to the proposed exchange of real estate and after the holding of the aforesaid hearing:

A. That the premises to be conveyed by the City of LeRoy under the proposed exchange, in the opinion of the City Council, are no longer needed by the municipality for the public interest;

B. That the premises to be received by the City of LeRoy under the proposed exchange will prove useful to the City of LeRoy and will be for the public interest; and

C. That the total value of the substitutional premises is approximately equal to or exceeds the value of the premises for which the same are being exchanged, as determined by the corporate authorities, taking into consideration the long term best interest of the public.

Section 2. That the Mayor and City Clerk of the City of LeRoy, Illinois, are hereby authorized and directed to execute the original and one copy of the contract providing for the exchange of real estate as set forth in Exhibit 1 attached to this ordinance and incorporated herein by reference, and to cause the same to be delivered to the Superintendent of Schools of Community Unit School District No. 2 of McLean and DeWitt Counties, Illinois, for execution by the appropriate officers of and for that governmental entity.

Section 3. That the Mayor and the City Clerk of the City of LeRoy, Illinois, are hereby authorized and directed to execute a deed conveying the property to be exchanged as provided for in the aforesaid agreement, and providing for the reservation and grant of easements for purposes of air, light and view across real estate to be traded, or presently owned by the City and that shall continue to be owned by the City after the conveyance of the real estate proposed to be exchanged, said conveyancing document to be in form as that set forth in Exhibit 2 attached hereto and incorporated herein by reference.

Section 4. All ordinances, resolutions and orders or parts thereof in conflict herewith be, and the same are, hereby repealed.

Section 5. That this ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED BY the Mayor and City Council of the City of LeRoy, Illinois, on the 21st day of July, 1986.

Aldermen elected 6

Aldermen present 5

AYES Jon Winston, Gary Builta, Patrick Derby, David King, Jerry Davis
Mayor Jack Moss

NAYS No,e

Janita Hagley
City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED by the Mayor of the City of LeRoy, Illinois, this 21st day of July, 1986.

Jack Moss
Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(Seal)

Janita Hagley
City Clerk of the City of LeRoy,
McLean County, Illinois

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT IS ENTERED INTO this _____ day of _____, 1986, by and between the CITY OF LE ROY, McLean County, Illinois, an Illinois municipal corporation, hereinafter referred to as "CITY", having its principal office at LeRoy City Hall, 111 East Center Street, LeRoy, Illinois, and COMMUNITY UNIT SCHOOL DISTRICT NO. 2 OF McLEAN AND DeWITT COUNTIES, ILLINOIS, having its principal office at 600 East Pine Street, LeRoy, Illinois, by and through its Board of Education and the Regional Board of School Trustees of McLean and DeWitt Counties, Illinois, both entities being collectively hereinafter referred to as "SCHOOL DISTRICT".

Recitals

A. CITY and SCHOOL DISTRICT are owners of real estate described as follows:

TRACT I - The East One-Half of Lot 10, all of Lot 11 and Lot 12 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois;

TRACT II - The East 10 feet of Lot 1, the West One-Half of Lot 3, all of Lot 4 and Lot 5 except the West 5 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois;

TRACT III - The West One-Half of Lot 10, all of Lots 8 and 9, and the East 10 feet of Lot 1 and the East 10 feet of Lot 12, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois;

TRACT IV - The East One-Half of Lot 3, all of Lot 2, and all of Lot 1 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois;

B. The CITY proposes to exchange TRACT I to SCHOOL DISTRICT in exchange for TRACT II to be conveyed by SCHOOL DISTRICT to CITY. Further, CITY and SCHOOL DISTRICT each propose to grant to the other easements for the purposes of air, light and view over and across the tracts which each presently owns and will continue to own after the proposed exchange of real estate has been accomplished, as well as to reserve an easement for similar purposes across the real estate proposed to be traded as a result of the exchange.

C. CITY and SCHOOL DISTRICT intend to provide for and carry out all requirements of the laws of the State of Illinois necessary to be completed in order to accomplish the proposed exchange of real estate.

Covenants

1. The foregoing Recitals are hereby made a part of these covenants.
2. CITY hereby agrees, in consideration for the exchange of real estate owned by SCHOOL DISTRICT and in exchange for the grant of an easement for purposes of air, light and view across Tract IV as previously described in the Recitals, to trade to SCHOOL DISTRICT Tract I*, as previously described, and to grant an easement for purposes of air, light and view to SCHOOL DISTRICT across Tract III.
3. SCHOOL DISTRICT hereby agrees, in consideration for the exchange of real estate owned by CITY and in exchange for the grant of easement for purposes of air, light and view across Tract IV as previously described in the Recitals, to trade to CITY Tract II*, as previously described, and to grant an easement for purposes of air, light and view to CITY across Tract IV.
4. That each governmental entity being a party to this agreement shall be responsible for providing for its own title search or other title work in regard to the parcels of real estate which it shall receive by this exchange, and which it shall continue to own after the exchange has been accomplished.
5. That each governmental entity will undertake all necessary hearings and the adoption of all necessary resolutions, ordinances, and other written evidences of actions necessary to be taken by the governmental entity, and cause all necessary documents of conveyance to be properly executed as expeditiously as possible in order to complete this exchange of real estate.

* (subject to reservation of easement for air, light and view.)

6. That CITY shall cause to be executed a deed conveying the real estate presently owned by it to be conveyed to SCHOOL DISTRICT* and incorporating therein a grant of easement as provided for in this agreement in form as set forth as Exhibit A attached to this agreement and incorporated herein by reference.

7. That SCHOOL DISTRICT shall cause to be executed by the Regional Board of School Trustees on its behalf a deed conveying the real estate presently owned by it to be conveyed to CITY* and incorporating therein a grant of easement as provided for in this agreement in form as set forth as Exhibit B attached to this agreement and incorporated herein by reference.

8. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

9. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith.

10. This agreement and the performance hereunder by each party, and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

11. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and all such counterparts shall together constitute one and the same agreement.

12. This agreement shall be binding on and inure to the benefit of the respective parties, their legal representatives, assigns and successors in interest.

Executed at LeRoy, Illinois, on the date first above written.

CITY OF LeROY, McLean County, Illinois,
an Illinois municipal corporation,

COMMUNITY UNIT SCHOOL DISTRICT NO. 2 OF
McLEAN AND DeWITT COUNTIES, ILLINOIS,

By: *Jack W. Moss*
Jack W. Moss, Mayor, City of LeRoy,
Illinois

By: _____
Randy Sigler, President of the Board of
Education of Community Unit School
District No. 2 of McLean and DeWitt
Counties, Illinois

ATTEST:

ATTEST:

(Seal)

(Seal)

Juanita Dagley, City Clerk, City of
LeRoy, Illinois

Jerry Mathews, Secretary of the Board of
Education of Community Unit School
District No. 2 of McLean and DeWitt
Counties, Illinois

* (subject to reservation of easement for air, light and view.)

REGIONAL BOARD OF SCHOOL TRUSTEES OF McLEAN
AND DeWITT COUNTIES, ILLINOIS, FOR
COMMUNITY UNIT SCHOOL DISTRICT NO. 2 of
McLEAN AND DeWITT COUNTIES, ILLINOIS,

By: _____
President of the Regional Board of School
Trustees of McLean and DeWitt Counties,
Illinois

ATTEST:

(Seal)

Secretary of the Regional Board of School
Trustees of McLean and DeWitt Counties,
Illinois

Filed and Recorded _____, at _____ o'clock ___ M.

MAE DEANE, Recorder of Deeds

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, organized and existing by virtue of the laws of the State of Illinois, for and in consideration of the exchange of real estate concurrent with the conveyance of real estate herein described, and concurrent with the grant of easement herein described, and for other good and valuable consideration in hand paid, does hereby convey and warrant to the Regional Board of School Trustees of McLean and DeWitt Counties, Illinois, for the benefit of Community Unit School District No. 2 of McLean and DeWitt Counties, Illinois, and its successors in interest, the following described real estate, to-wit:

The East One-Half of Lot 10, all of Lot 11 and Lot 12 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois, subject to reservation of easement for air, light and view as follows.

The Grantor herein, the City of LeRoy, McLean County, Illinois, does further reserve for itself and its successors in interest, for the benefit of the City of LeRoy, an easement across the previously described real estate, and does grant an easement across the following described real estate:

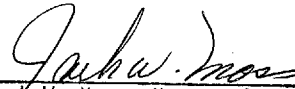
The West One-Half of Lot 10, all of Lots 8 and 9, and the East 10 feet of Lot 1 and the East 10 feet of Lot 12, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois,

said Grantor reserving the aforesaid easement and granting the aforesaid easement for the purpose of assuring the nonobstruction of the flow of light and air across all of said described real estate, and further said easement shall also be for the purpose of allowing an unobstructed view across all of the previously described real estate. It being the intention of Grantor herein that said easement is granted in consideration for a reciprocal easement being granted, and said easement reserved is reserved in reciprocity for a similar easement reserved by the Regional Board of School Trustees of McLean and DeWitt Counties, Illinois, across adjoining lands located in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois, in order that all the aforesaid lands may continue to be used for the benefit of the public for use of the entire area for purposes of recreation, parks, athletic fields and other such types of uses as the public may best utilize, however, the foregoing list of uses is not intended as a limitation upon the use of the property, but is being solely set forth as a statement of the types of uses intended to be benefited by the reservation and grant of easement herein expressed. It is the intention of Grantor that such easements reserved and granted shall thereby create a limitation upon the right of the owner of the real estate subject to the easement to erect any type of wall, building or other improvement which would prevent the general unobstructed view and circulation of air and light across the entire premises described in the easements reserved and granted herein.

This deed is made, executed and delivered pursuant to the authority given said City by the laws of the State of Illinois regarding exchanges of real estate, and pursuant to ordinance passed by vote of three-fourths or more of the corporate authorities then holding office in said City of LeRoy, McLean County, Illinois, said ordinance having been adopted authorizing and approving this conveyance.

AFFIX TRANSFER TAX STAMP
OR
Exempt under provisions of Paragraph Section 4, Real Estate Transfer Tax Act.

IN TESTIMONY WHEREOF, the City Council of the City of LeRoy, McLean County, Illinois, has hereunto caused the official seal of the City of LeRoy to be affixed, and these presents to be signed by the Mayor of the City of LeRoy, McLean County, Illinois, and attested by the City Clerk of the City of LeRoy, McLean County, Illinois, this _____ day of _____, A. D. 1986.



Jack W. Moss, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(Seal)

Juanita Dagley, City Clerk of the
City of LeRoy, McLean County,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, _____, a Notary Public in and for said county and the State aforesaid, do hereby certify that JACK W. MOSS, personally known to me to be the Mayor of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, and JUANITA DAGLEY, personally known to me to be the City Clerk of the City of LeRoy, Illinois, whose names are subscribed to the foregoing Instrument of writing as Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of the City of LeRoy, Illinois, they signed and delivered the said Instrument of writing as Mayor and City Clerk of the City of LeRoy, Illinois, and caused the seal of said corporate body to be affixed thereto, pursuant to authority given by the City Council of the City of LeRoy, Illinois, as their free and voluntary act, and as the free and voluntary act and deed of said corporate body for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, A. D. 1986.

Notary Public

My commission expires: _____

This instrument prepared by:
Hunt-Henderson
Attorney at Law
122 North Chestnut St.
LeRoy, Illinois 61752

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on July 21, 19 86, the Corporate Authorities of such municipality passed and approved Ordinance No. 281, entitled:

AN ORDINANCE APPROVING EXECUTION OF AGREEMENT TO EXCHANGE REAL ESTATE WITH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 OF McLEAN AND DeWITT COUNTIES, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 281, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on July 22, 19 86, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois, this 22nd day of July, 19 86.

(seal)

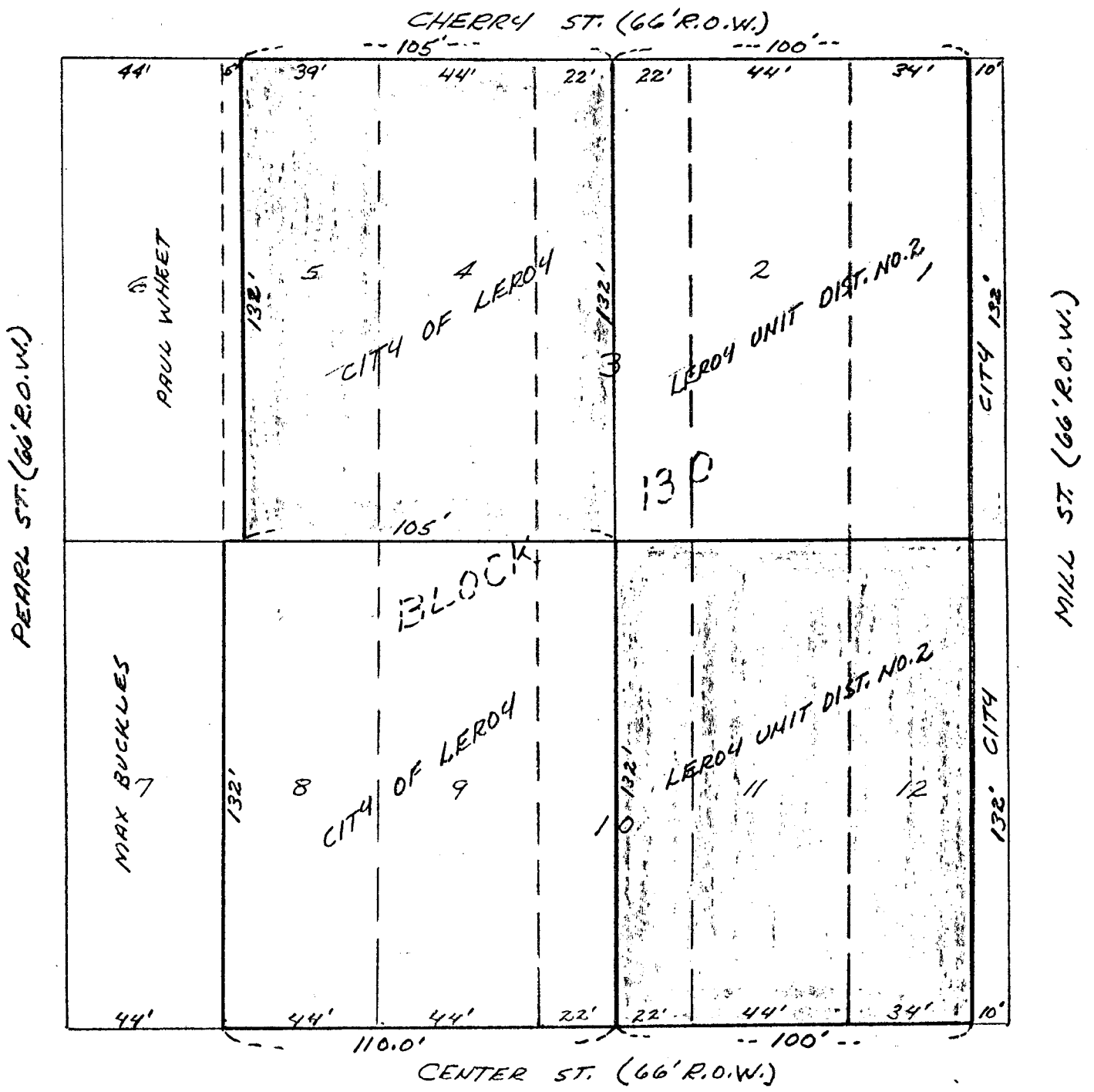
Juanita Dagley
Municipal Clerk

DESCRIPTION OF PROPERTY TO BE DEEDED FROM SCHOOL DISTRICT TO CITY

The East 10 ft. of Lot 1, the West 1/2 of Lot 3, all of Lot 4 and Lot 5 except the West 5 ft. all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

DESCRIPTION OF PROPERTY TO BE DEEDED FROM THE CITY TO THE SCHOOL DISTRICT

The East 1/2 of Lot 10, all of Lot 11 and Lot 12 except the East 10 ft. all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.



SKETCH SHOWING PROPOSED PROPERTY EXCHANGES BETWEEN THE CITY OF LEROY & LEROY UNIT DIST. NO. 2

PREPARED BY PERRY L. LEWIS
APRIL 24, 1986

NOTICE OF PUBLIC MEETING

Notice is hereby given of a public hearing to be held at the City Hall, 111 East Center Street, LeRoy, Illinois, at 7:30 P.M., July 7, 1986, for the purpose of receiving public comments and objections to an exchange of real estate proposed to be entered into between the City of LeRoy and Community Unit School District No. 2 of McLean and DeWitt Counties, Illinois.

Said exchange of real estate shall involve those two parcels of real estate described as follows:

TRACT I - (Parcel owned by City of LeRoy to be traded to School District) -

The East One-Half of Lot 10, all of Lot 11 and Lot 12 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

TRACT II - (Parcel to be received by City of LeRoy from School District in exchange for TRACT I) -

The East 10 feet of Lot 1, the West One-Half of Lot 3, all of Lot 4 and Lot 5 except the West 5 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

Further, easements for purposes of air, light and view are to be granted by each governmental entity to the other on those parcels of real estate described as follows: (Easements for air, light and view to be reserved by the appropriate government entity on TRACTS I and II.)

TRACT III - (Parcel owned by the City and will continue to be owned by the City) -

The West One-Half of Lot 10, all of Lots 8 and 9, and the East 10 feet of Lot 1 and the East 10 feet of Lot 12, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

TRACT IV - (Parcel owned by School District and will continue to be owned by said School District) -

The East One-Half of Lot 3, all of Lot 2, and all of Lot 1 except the East 10 feet thereof, all in Block 130 of Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois.

The proposed terms and conditions of the exchange are as follows:

A. Said exchange to be accomplished upon all requirements being met by the respective governmental entity as provided for under the Laws of the State of Illinois;

B. Conveyance to be effective upon exchange of duly executed conveyancing documents prepared and executed by each governmental entity;

C. Consideration for the trade to be the exchange of real estate presently owned by each governmental entity for the real estate proposed to be conveyed by the other governmental entity;

D. Easements for purposes of air, light and view to be granted on the parcels of real estate currently owned by each governmental entity and continued to be owned by each governmental entity adjacent to the parcels proposed to be exchanged;

E. Exchange of real estate and the granting of easements for purposes of air, light and view all intended for the benefit of the public and to continue the use of the premises owned by the City and the School District in Block 130 in Wood and Conkling's Addition for purposes the same as and similar to the uses that have been made of the property up to the date of the proposed exchange.

The public is invited to attend and to submit written comments and objections in advance as well as submitting verbal or written comments and objections at the time of the hearing.

CITY OF LE ROY, MC LEAN COUNTY,
ILLINOIS,

By Juanita Dagley
Juanita Dagley, LeRoy City Clerk