

***CITY OF MATTOON, ILLINOIS***  
***SPECIAL CITY COUNCIL AGENDA***  
***February 11, 2010***  
**City Hall Council Chambers**  
**8:30 A.M.**

**8:30 A.M. Business Meeting**

**Pledge of Allegiance**

**Roll Call**

**Electronic Attendance**

**Motion –Adopt Special Ordinance 2010-1381: Approving an option for the sale of 12.7 acres of real estate owned by the City of Mattoon located along the north side of Old State Road to Savannah Farms, L.P. (Rankin)**

**Adjourn**

# NEW BUSINESS:

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## CITY OF MATTOON, ILLINOIS

### SPECIAL ORDINANCE NO. 2010-1381

#### AN ORDINANCE AUTHORIZING THE SIGNING OF AN OPTION FOR SALE OF REAL ESTATE OWNED BY THE MUNICIPALITY

**WHEREAS**, On June 17, 2008 the City of Mattoon purchased 31.62 acres of land north of Old State Road and east of 9<sup>th</sup> Street for use in construction of a drainage ditch connecting 9<sup>th</sup> Street with the Kickapoo Creek; and,

**WHEREAS**, the City has been working with Upchurch & Associates to design the drainage ditch; and,

**WHEREAS**, The City and Upchurch believe that parts of the property to the north and south of the drainage ditch are not needed for the drainage project and can be sold for development; and,

**WHEREAS**, the City has been approached by Savannah Farms, L.P. to purchase 12.7 acres on the south side of the drainage ditch along Old State Road; and,

**WHEREAS**, Savannah Farms, L.P. intends to use the property for construction of 32 single family homes; and,

**WHEREAS**, the City will use the proceeds from this sale to finance the construction of the flood reduction project; and,

**WHEREAS**, the City Council believes that this project is beneficial to the citizens of Mattoon and it is necessary to provide an opportunity for the City to grow and provide affordable housing to the Community.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION**, as follows:

**Section 1. Recitals.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance

**Section 2.** The City Council hereby finds that the parcel of land described in the attached Option is surplus property and no longer needed by the municipality.

**Section 3.** The Mayor and City Clerk are authorized and directed to execute the Option attached hereto as Exhibit "A."

**Section 4.** This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
David W. Cline, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Susan J. O'Brien,  
City Clerk

\_\_\_\_\_  
J. Preston Owen  
City Attorney & Treasurer

Recorded in the Municipality's Records on \_\_\_\_\_, 2010.

## **OPTION TO PURCHASE REAL ESTATE**

The City of Mattoon, an Illinois Municipal Corporation, of 208 North 19<sup>th</sup> Street, Mattoon, Coles County, Illinois, as "Optionor", gives an option to purchase real property under the terms below to Savannah Farms, L.P, of 103 West Lockwood, Suite 219, St. Louis, Missouri, "Optionee."

### **Section 1. Grant of Option**

Optionor, in consideration of One and No/100 Dollars (\$1.00) paid by Optionee to Optionor, receipt of which is acknowledged by Optionor, grants to optionee the exclusive right and option to purchase, on the following terms and conditions, the real property, described as follows:

A Part of the following described tract:

ALL THAT PART OF THE SOUTH HALF (S. ½) OF LOTS ONE (1) AND TWO (2) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION NINETEEN (19), LYING SOUTH AND WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND NORTH OF THE OLD STATE ROAD, AND ALL THAT PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTY (30), LYING NORTH OF THE OLD STATE ROAD, ALL IN TOWNSHIP TWELVE (12) NORTH, RANGE EIGHT (8) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION NINETEEN (19), TOWNSHIP (12) NORTH, RANGE EIGHT (8) EAST OF THE THIRD PRINCIPAL MERIDIAN, (A POINT MARKED BY A ROCK) AS THE PLACE OF BEGINNING, THENCE DUE NORTH ALONG THE WEST LINE OF SAID SECTION NINETEEN (19), A DISTANCE OF 153.5 FEET, THENCE NORTH 89 DEGREES 24 MINUTES EAST A DISTANCE OF 778.0 FEET, THENCE SOUTH 29 DEGREES 35 MINUTES EAST A DISTANCE OF 44.5 FEET TO THE CENTER LINE OF OLD STATE ROAD, A DISTANCE OF 847.3 FEET TO THE WEST LINE OF SECTION THIRTY (30), TOWNSHIP TWELVE (12) NORTH, RANGE EIGHT (8) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE NORTH ALONG SAID WEST LINE OF SAID SECTION THIRTY (30), A DISTANCE OF 157.3 FEET TO THE PLACE OF BEGINNING, COLES COUNTY, ILLINOIS

More particularly described as a twelve point seven acre tract depicted in yellow on the attached Exhibit "A"

## **Section 2. Option Period**

The term of the option will be one year beginning on February 11, 2010 and continuing until 12:00 noon on February 11, 2011.

## **Section 3. Purchase Price**

The full purchase price of the property is Eighteen Thousand Five Hundred and No/100 Dollars (\$18,500) per acre for a total estimated purchase price of Two Hundred Thirty-Four Thousand Nine Hundred Fifty and No/100 Dollars (\$234,950.00), which will be payable as provided below if optionee elects to exercise this option. The final purchase price shall be determined by a survey of the property.

## **Section 4. Possession**

During the term of this option, and until closing of any purchase contemplated under this option, Optionor shall maintain exclusive possession of and control over the property, subject to the access rights as provided below, and shall be entitled to any crops grown on the property.

## **Section 5. Access to Property**

During the period of this option, Optionee shall have the right to enter upon the property and conduct any surveying or testing it deems necessary including, but not limited to, any environmental testing or testing of the soils. Optionee shall compensate optionor for any crop damage caused in any manner to crops after planting including, but not limited to, soil compaction resulting from said surveying or testing. The farm department of First Mid-Illinois Bank & Trust shall determine the compensation to be paid for any damages.

## **Section 6. Exercise of Option**

Optionee may exercise this option by giving Optionor written notice, signed by Optionee, before the option's expiration date. Within thirty (30) days after receipt of notice, Optionor will deliver to Optionee, against payment of the purchase price, a general warranty deed to the property. Tender of Optionee's valid certified check for the total purchase price less any amount already paid by Optionee and any prorated taxes, assessments or levies will constitute a sufficient tender.

## **Section 7. Proof of Title**

Optionor will at its' expense, furnish optionee a policy of title insurance, excluding its interest, if any, in mineral rights, written by a title insurer acceptable to Optionee. Title to property to be conveyed by Optionor will be good and marketable title, clear of all liens, encumbrances, defects, and burdens, except: utility easements, and agreements with utility companies of record; zoning ordinances; existing rights of way for streets, and alleys bordering property

Real property taxes on the property, whether a lien or not, to be assessed for the year in which this transaction is completed will be paid by the Optionor.

### **Section 8. Failure To Exercise Option**

If optionee does not exercise this option before it expires, this option and the rights of optionee will automatically terminate without notice.

### **Section 9. Notices**

All notices provided for in this instrument will be deemed delivered when deposited in the United States mail with sufficient postage affixed, properly addressed to the party's above listed address, or when delivered personally to the party.

### **Section 10. Time of Essence**

Time is of the essence of this option.

### **Section 11. Assignment**

Optionee shall not have the right to assign this option without written consent from the Optionor. Optionor may withhold such consent for any reason it deems to be within the best interest of the City of Mattoon.

### **Section 12. Binding Effect**

This option will be binding on and will inure to the benefit of the parties and their heirs, successors or assigns.

### **Section 13. Entire Agreement**

This Option constitutes the entire agreement between the parties. No representations, warranties or promises pertaining to this Option or any property affected by it have been made by or shall be binding on any of the parties except as expressly stated in the Option. This Option and may not be changed orally, but only by an Agreement signed by the parties against whom enforcement of such change is sought.

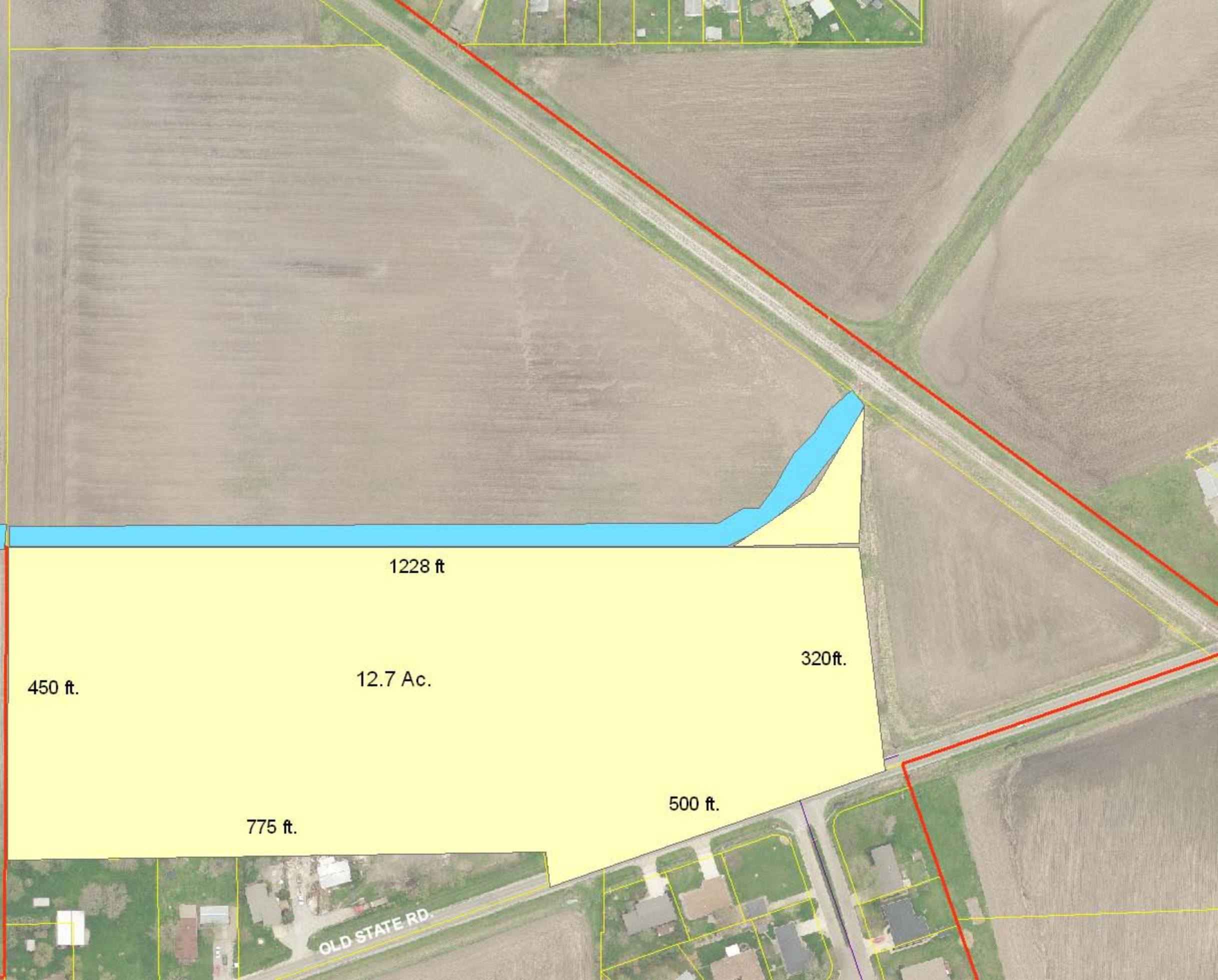
### **Section 14. Headings**

Headings in this Agreement are for convenience only and should not be used to interpret or construe the provisions.

### **Section 15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.





1228 ft

12.7 Ac.

320 ft.

500 ft.

775 ft.

450 ft.

OLD STATE RD.