

Ordinance #O.22.01

An Ordinance **DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTY FOR THE BENEFIT OF THE CITY OF GALENA AND THE GALENA UNIT 120 SCHOOL DISTRICT.**

Adopted by the City Council of the City of Galena this 10th Day of January 2022.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this 10th Day of January 2022.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)

CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected municipal clerk of the City of Galena, JoDaviess County, Illinois.

I further certify that on the 10th Day of January 2022, the Corporate Authorities of said municipality passed and approved Ordinance No. O.22.01 entitled **AN ORDINANCE DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTY FOR THE BENEFIT OF THE CITY OF GALENA AND THE GALENA UNIT 120 SCHOOL DISTRICT**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. O.22.01 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the 10th Day of January 2022 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this 10th Day of December 2022.



Mary Beth Hyde, City Clerk

(Seal)

**AN ORDINANCE DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER
OF PROPERTY FOR THE BENEFIT OF THE CITY OF GALENA AND THE
GALENA UNIT 120 SCHOOL DISTRICT**

WHEREAS, the City of Galena ("CITY") is a constitutional unit of government in the State of Illinois; and

WHEREAS, the Galena Unit 120 School District ("SCHOOL") is a school district in Galena, Illinois that owns and operates a campus in Galena comprised of an elementary school, middle school, and high school; and

WHEREAS, the CITY owns real estate adjacent to the SCHOOL campus where the City operates a water tower and potable drinking water well and pumphouse; and

WHEREAS, the CITY plans to deconstruct and remove the obsolete water tower in 2022 and not replace the tower; and

WHEREAS, the CITY owns other unused property, formerly US Highway 20 right-of-way, adjacent to the SCHOOL campus; and

WHEREAS, the SCHOOL plans to expand the middle school in 2022 and proposes to utilize a portion of the real estate presently occupied by the water tower, described as PARCEL 5 on the Plat of Survey ("Exhibit A", attached hereto and made a part hereof), and the other unused parcel owned by the CITY, described as PARCEL 1 on Exhibit A; and

WHEREAS, the SCHOOL proposes to transfer to the CITY a small parcel of land, described as PARCEL 3 on Exhibit A, and adjacent to the CITY water pumphouse, to provide clear and sufficient access to the pumphouse property; and

WHEREAS, the CITY and the SCHOOL are municipalities as defined in Section 1 (c) of the Local Government Property Transfer Act, 50 ILCS 605/1 et seq. (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the Transfer Act, the transferee municipality must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

WHEREAS, by the adoption of this ordinance, the CITY confirms that it is necessary for it to use, occupy and improve the SCHOOL parcel legally described as PARCEL 3 on Exhibit A (the "Subject School Property"); and

WHEREAS, on January 18, 2022, the SCHOOL adopted a resolution confirming that it is necessary for it to use, occupy and improve the two CITY parcels, PARCEL 5 and PARCEL 1, legally described on Exhibit A attached hereto and incorporated herein (the "Subject City Property"); and

WHEREAS, the City Council finds and declares that it is necessary for the CITY to use, occupy and improve the Subject School Property as part of the public water system at the pumphouse site; and

WHEREAS, the City Council finds and declares that it is necessary for the SCHOOL to use, occupy and improve the Subject City Property for an addition to the middle school and related parking and campus improvements.

WHEREAS, the City Council desires that the CITY transfer its rights, title, and interest in the Subject City Property to the SCHOOL, and the SCHOOL transfer its rights, title, and interest in the Subject School Property to the CITY, pursuant to the Local Government Property Transfer Act and upon such terms as contained in the Intergovernmental Agreement for Transfer of Property Between the CITY and the SCHOOL (the "IGA") in the same or substantially similar form as attached hereto and incorporated herein as Exhibit B.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

SECTION I: The recitals set forth in the preamble are incorporated herein by reference and made a part of this Ordinance.

SECTION II: The City Council approves the transfer of the Subject City Property upon terms as contained in the IGA in the same or substantially similar form as attached hereto and incorporated herein as Exhibit B.

SECTION III: The City Council accepts the transfer of the Subject School Property upon terms as contained in the IGA in the same or substantially similar form as attached hereto and incorporated herein as Exhibit B.

SECTION IV: The City Council approves the IGA in the same or substantially similar form as Exhibit B, and the City Council authorizes and directs the Mayor of the City of Galena to execute the IGA, subject to any changes as shall be acceptable to him with the recommendation of the City Attorney to perform all acts necessary on behalf of

the City to effectuate the sale of the Subject City Property and the purchase of the Subject School Property.

SECTION V: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: Passed on this 10th day of January, A.D., 2022, in open session.

AYES:

McCoy, Westemeier,
Wienen, Bernstein,
Kieffer, Renner

NAYS:

None

ABSENT:

Hahn



TERRY RENNER, MAYOR

ATTEST:



MARY BETH HYDE, CITY CLERK

PLAT OF SURVEY

PLAT OF SURVEY

SURVEYOR'S CERTIFICATE

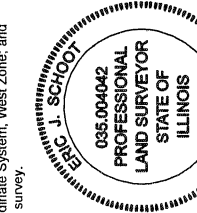
Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 68 degrees 14 minutes 37 seconds East a distance of 699.40 feet to intersection of the Eastern right of way line of U.S. Route 20 and the extension of the Northwestern right of parcel described in document number 397480; thence in the office of Recorder in Jo Daviess County, Illinois and being the POINT OF BEGINNING, thence North 51 degrees 30 minutes 27 seconds East along said extension line and the Northwestern right of said parcel described in document number 397450 a distance of 1125.87 feet to a point on said Northwestern line; thence North 52 degrees 59 minutes 28 seconds East along said Northwestern line a distance of 22.34 feet to a point on said Northwestern line; thence North 50 degrees 42 minutes 08 seconds East along said Northwestern line a distance of 19.97 feet to a point on said Northwestern line; thence South 38 degrees 17 minutes 52 seconds East along said Northwestern line a distance of 8.50 feet to a point on said Northwestern line; thence North 50 degrees 42 minutes 08 seconds East along said Northwestern line a distance of 13.00 feet to the Northwestern line of Outlot 5 of James G. Soullards Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois; thence South 46 degrees 56 minutes 09 seconds East along said Northwestern line a distance of 106.33 feet to a point on said Northwestern line; thence South 58 degrees 25 minutes 29 seconds East along the Northwestern line of Outlot 4 and 5 of James G. Soullards Outlots to Galena, recorded in Deed Book 18 on Page 269 a distance of 197.09 feet to the Northwestern corner of parcel described in Book 166 on page 275 in the Office of Recorder in Jo Daviess County, Illinois; thence South 31 degrees 34 minutes 57 seconds West along the Eastern line of said parcel described in Book 166 on Page 275 a distance of 75.00 feet to the Eastern line of Said Outlot 5; thence South 31 degrees 34 minutes 57 seconds West along the Eastern line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois; thence South 31 degrees 34 minutes 57 seconds West along the Eastern line of said parcel described in Book 166 on Page 275 a distance of 75.00 feet to the Eastern line of Said Outlot 5; thence South 31 degrees 34 minutes 57 seconds West along said Eastern line a distance of 20.20 feet to the Southeastly corner of said parcel described in Book 166 on Page 275 a distance of 19.03 feet to the Southeastly corner of said parcel described in Book 166 on Page 275; thence North 59 degrees 10 minutes 03 seconds West along the Southerly line of said parcel described in Book 166 on Page 275 a distance of 156.15 feet to the Southeastly corner of Outlot 6 of James G. Soullards Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois; thence South 38 degrees 17 minutes 52 seconds East along the Eastern right of way line of U.S. Route 20 a distance of 20.54 feet to a point on said Eastern right of way line; thence North 29 degrees 21 minutes 48 seconds West along said Eastern right of way line a distance of 175.94 feet to a point on said Eastern right of way line; thence North 32 degrees 59 minutes 58 seconds West along said Eastern right of way line a distance of 151.45 feet to the POINT OF BEGINNING, Containing 69,550 square feet (1.397 acres) more or less. Subject to any and all easements of records or of usage.

Dated this 9th Day of November, 2021.

MSA Professional Services Inc.
Design Firm No. 184000945-0010, Design Firm No. Expires: April 30, 2023

- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - CENTERLINE
 - ABUTTING PLAT LINE
 - PROPERTY LINE
 - LOT LINE

SECTION CORNER, AS NOTED
 - 0.75" IRON ROD W/ ALUM CAP
 "ILDOT 3886, FOUND
 - 0.75" IRON ROD SET W/ YELLOW CAP "MSA PLS 4042"



GRAPHIC SCALE
120
60
INCH = 60 US FEET



GALENA MIDDLE SCHOOL RENOVATION PROJECT
GALENA SCHOOL DISTRICT AND CITY OF GALENA
CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS

PLAT OF SURVEY

PROJECT NO.	01685054
SHEET	1 OF 4

EXHIBIT A

PLAT OF SURVEY

PART OF OUTLOT 4, 5, AND 6 OF THE PLAT OF JAMES G. SOULARDS OUTLOTS TO GALENA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS.

LEGAL DESCRIPTIONS

PARCEL 1

Part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian, City of Galena, Jo Daviess County, Illinois, and more particularly described as follows:

Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 89 degrees 14 minutes 37 seconds East a distance of 699.40 feet to the intersection of the Easterly right of way line of U.S. Route 20 and the extension of the Northwesterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois and being the POINT OF BEGINNING.

Thence North 51 degrees 30 minutes 27 seconds East along said extension line of said parcel described in document number 397490 a distance of 101.95 feet to the Southwesterly line of Outlot 5 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois; thence South 17 degrees 03 minutes 33 seconds East along the Southwesterly line of Outlot 5 and 6 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois a distance of 341.68 feet to a point on said Southwesterly line; thence South 33 degrees 18 minutes 53 seconds West along the Easterly right of way line of U.S. Route 20 a distance of 20.54 feet to a point on said Easterly right of way line; thence North 29 degrees 21 minutes 48 seconds West along said Easterly line a distance of 175.94 feet to a point on said Easterly right of way line; thence North 32 degrees 59 minutes 56 seconds West along said Easterly right of way line a distance of 151.45 feet to the POINT OF BEGINNING. Containing 18,398 square feet (0.422 acres) more or less. Subject to any and all easements of records or of usage.

PARCEL 2

Part of Outlot 5 and 6 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois, located in the Northwest Quarter of the Northwest Quarter of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian, City of Galena, Jo Daviess County, Illinois, and more particularly described as follows:

Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 89 degrees 14 minutes 37 seconds East a distance of 699.40 feet to the intersection of the Easterly right of way line of U.S. Route 20 and the extension of the Northwesterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois; thence North 51 degrees 30 minutes 27 seconds East along said extension line of said parcel described in document number 397490 a distance of 101.95 feet to the Southwesterly line of Outlot 5 of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois and being the POINT OF BEGINNING.

Thence continuing North 51 degrees 30 minutes 27 seconds East along said Northwesterly line a distance of 23.92 feet to a point on said Northwesterly line; thence North 52 degrees 59 minutes 28 seconds East along said Northwesterly line a distance of 22.34 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 19.97 feet to a point on said Northwesterly line; thence South 39 degrees 17 minutes 52 seconds East along said Northwesterly line a distance of 8.50 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 13.00 feet to the Northeasterly line of said Outlot 5; thence South 46 degrees 56 minutes 09 seconds East along said Northeasterly line a distance of 106.35 feet to a point on said Northeasterly line; thence South 58 degrees 25 minutes 29 seconds East along said Northeasterly line a distance of 107.11 feet to a point on said Northeasterly line; thence South 31 degrees 40 minutes 09 seconds West a distance of 43.67 feet; thence South 60 degrees 19 minutes 10 seconds East a distance of 15.06 feet to the Easterly line of said Outlot 5; thence South 31 degrees 34 minutes 57 seconds West along said Easterly line a distance of 77.03 feet to the Southeasterly corner of said Outlot 5;

DESCRIPTION CONTINUES ON SHEET 3



GALENA MIDDLE SCHOOL RENOVATION PROJECT
GALENA SCHOOL DISTRICT AND CITY OF GALENA
CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS

PLAT OF SURVEY

PROJECT NO.
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EXHIBIT A

PLAT OF SURVEY

PART OF OUTLOT 4, 5, AND 6 OF THE PLAT OF JAMES G. SOULARDS OUTLOTS TO GALENA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS.

DESCRIPTION CONTINUED FROM SHEET 2

thence South 33 degrees 24 minutes 55 seconds West along the Easterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois a distance of 156.15 feet to the Southwesterly line of Outlot 6 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois; thence North 17 degrees 03 minutes 33 seconds West along said Southwesterly line a distance of 341.68 feet to the POINT OF BEGINNING. Containing 43,037 square feet (0.988 acres) more or less. Subject to any and all easements of record or of usage.

PARCEL 3

Part of Outlot 5 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois, located in the Northwest Quarter of the Northwest Quarter of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian, City of Galena, Jo Daviess County, Illinois, and more particularly described as follows:

Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 89 degrees 14 minutes 37 seconds East a distance of 699.40 feet to the intersection of the Easterly right of way line of U.S. Route 20 and the extension of the Northwesterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois; thence North 51 degrees 30 minutes 27 seconds East along said extension line and the Northwesterly line of said parcel described in document number 397490 a distance of 125.87 feet to a point on said Northwesterly line; thence North 52 degrees 59 minutes 28 seconds East along said Northwesterly line a distance of 22.34 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 19.97 feet to a point on said Northwesterly line; thence South 39 degrees 17 minutes 52 seconds East along said Northwesterly line a distance of 8.50 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 13.00 feet to the Northeasterly line of said Outlot 5; thence South 46 degrees 56 minutes 09 seconds East along said Northeasterly line a distance of 106.35 feet to a point on said Northeasterly line; thence South 58 degrees 25 minutes 29 seconds East along said Northeasterly line a distance of 107.11 feet to a point on said Northeasterly line and also being the POINT OF BEGINNING.

Thence continuing South 58 degrees 25 minutes 29 seconds East along said Northeasterly line a distance of 14.99 feet to the most Easterly corner of said Outlot 5; thence South 31 degrees 34 minutes 57 seconds West along the Easterly line of said Outlot 5 a distance of 43.17 feet to a point on said Easterly line; thence North 60 degrees 19 minutes 10 seconds West a distance of 15.06 feet; thence North 31 degrees 40 minutes 09 seconds East a distance of 43.67 feet to the POINT OF BEGINNING. Containing 652 square feet (0.015 acres) more or less. Subject to any and all easements of record or of usage.

PARCEL 4

Part of Outlot 4 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois, located in the Northwest Quarter of the Northwest Quarter of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian, City of Galena, Jo Daviess County, Illinois, and more particularly described as follows:

Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 89 degrees 14 minutes 37 seconds East a distance of 699.40 feet to the intersection of the Easterly right of way line of U.S. Route 20 and the extension of the Northwesterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois; thence North 51 degrees 30 minutes 27 seconds East along said extension line and the Northwesterly line of said parcel described in document number 397490 a distance of 125.87 feet to a point on said Northwesterly line; thence North 52 degrees 59 minutes 28 seconds East along said Northwesterly line a distance of 22.34 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 19.97 feet to a point on said Northwesterly line;

DESCRIPTION CONTINUES ON SHEET 4



GALENA MIDDLE SCHOOL RENOVATION PROJECT
GALENA SCHOOL DISTRICT AND CITY OF GALENA
CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS

PLAT OF SURVEY

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EXHIBIT A

PLAT OF SURVEY

PART OF OUTLOT 4, 5, AND 6 OF THE PLAT OF JAMES G. SOULARDS OUTLOTS TO GALENA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS.

DESCRIPTION CONTINUED FROM SHEET 3

thence South 39 degrees 17 minutes 52 seconds East along said Northwesterly line a distance of 8.50 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 13.00 feet to the Northeasterly line of said Outlot 5; thence South 46 degrees 56 minutes 09 seconds East along said Northeasterly line a distance of 106.35 feet to a point on said Northeasterly line; thence South 58 degrees 25 minutes 29 seconds East along said Northeasterly line a distance of 122.10 feet to the most Easterly corner of said Outlot 5 and also being the POINT OF BEGINNING.

Thence continuing South 58 degrees 25 minutes 29 seconds East along the Northeasterly line of Outlot 4 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois a distance of 74.99 feet to Northeasterly corner of a parcel described in Book 166 on Page 275 in the Office of Recorder in Jo Daviess County, Illinois; thence South 31 degrees 34 minutes 57 seconds West along the Easterly line of said parcel described in Book 166 on Page 275 a distance of 38.21 to a point on said Easterly line; thence North 68 degrees 06 minutes 47 seconds West a distance of 18.30 feet; thence North 60 degrees 19 minutes 10 seconds West a distance of 56.98 feet to the Westerly line of said Outlot 4; thence North 31 degrees 34 minutes 57 seconds East along said Westerly line a distance of 43.17 feet to the POINT OF BEGINNING. Containing 3,122 square feet (0.072 acres) more or less. Subject to any and all easements of record or of usage.

PARCEL 5

Part of Outlot 4 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois, located in the Northwest Quarter of the Northwest Quarter of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian, City of Galena, Jo Daviess County, Illinois, and more particularly described as follows:

Commencing at the Northwest corner of Section 13, Township 28 North, Range 1 West of the 4th Principal Meridian; thence South 00 degrees 45 minutes 23 seconds East along the West line of the Northwest Quarter of said Section 13 a distance of 1051.57 feet; thence North 89 degrees 14 minutes 37 seconds East a distance of 699.40 feet to the intersection of the Easterly right of way line of U.S. Route 20 and the extension of the Northwesterly line of a parcel described in document number 397490 in the Office of Recorder in Jo Daviess County, Illinois; thence North 51 degrees 30 minutes 27 seconds East along said extension line and the Northwesterly line of said parcel described in document number 397490 a distance of 125.87 feet to a point on said Northwesterly line; thence North 52 degrees 59 minutes 28 seconds East along said Northwesterly line a distance of 22.34 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 19.97 feet to a point on said Northwesterly line; thence South 39 degrees 17 minutes 52 seconds East along said Northwesterly line a distance of 8.50 feet to a point on said Northwesterly line; thence North 50 degrees 42 minutes 08 seconds East along said Northwesterly line a distance of 13.00 feet to the Northeasterly line of said Outlot 5; thence South 46 degrees 56 minutes 09 seconds East along said Northeasterly line a distance of 106.35 feet to a point on said Northeasterly line; thence South 58 degrees 25 minutes 29 seconds East along Northeasterly line of Outlot 4 and 5 of the Plat of James G. Soularads Outlots to Galena, recorded in Deed Book 18 on Page 269 in the Office of Recorder in Jo Daviess County, Illinois a distance of 197.09 feet to the Northeasterly corner of a parcel described in Book 166 on Page 275 in the Office of Recorder in Jo Daviess County, Illinois; thence South 31 degrees 34 minutes 57 seconds West along the Easterly line of said parcel described in Book 166 on Page 275 a distance of 38.21 feet to the POINT OF BEGINNING.

Thence continuing South 31 degrees 34 minutes 57 seconds West along said Easterly line a distance of 60.82 feet to the Southeasterly corner of said parcel described in Book 166 on Page 275; thence North 59 degrees 10 minutes 03 seconds West along the Southerly line of said parcel described in Book 166 on Page 275 a distance of 75.00 feet to the Westerly line of said Outlot 4; thence North 31 degrees 34 minutes 57 seconds East along said Westerly line a distance of 56.83 feet; thence South 60 degrees 19 minutes 10 seconds East a distance of 56.98 feet; thence South 68 degrees 06 minutes 47 seconds East a distance of 18.30 feet to the POINT OF BEGINNING. Containing 4,341 square feet (0.100 acres) more or less. Subject to any and all easements of record or of usage.



GALENA MIDDLE SCHOOL RENOVATION PROJECT
GALENA SCHOOL DISTRICT AND CITY OF GALENA
CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS

PLAT OF SURVEY

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EXHIBIT B

INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF PROPERTY BETWEEN THE CITY OF GALENA AND GALENA UNIT 120 SCHOOL DISTRICT (MIDDLE SCHOOL EXPANSION)

This Intergovernmental Agreement (the "Agreement"), by and between the City of Galena (the "City"), and Galena Unit 120 School District (the "School"), collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

WHEREAS, the City is a unit of local government pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the School is a duly organized school district pursuant to 105 ILCS 5/ (School Code); and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes cooperative agreements between Illinois units of local government and school districts; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, authorizes municipalities to convey, grant, and transfer real estate to school districts and school districts to convey, grant, and transfer real estate to municipalities; and

WHEREAS, the City holds legal title to two parcels of real estate adjacent to the School district campus, wholly within the City's corporate limits, and legally described as PARCEL 1 and PARCEL 5 (the "City Property") on the plat of survey attached hereto and made part hereof as Exhibit A, and the City has determined the City Property is not needed in furtherance of the City's mission, goals, and objectives; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the School has passed an ordinance or resolution that finds and declares that it is necessary or convenient for the School to use, occupy, or improve the City Property for the expansion of the Galena Middle School, its campus and its parking lot; and

WHEREAS, the School holds legal title to a parcel of real estate adjacent to City property, wholly within the City's corporate limits, and legally described as PARCEL 3 (the "School Property") on the plat of survey attached hereto and made part hereof as Exhibit A, and the School has determined the School Property is not needed in furtherance of the School's mission, goals, and objectives; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the City has passed an ordinance that finds and declares that it is necessary or convenient for the City to use, occupy, or improve the School Property as part of the public water supply operation at the adjacent pumphouse; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the City agrees to transfer its rights, title, and interest in the City Property to the School upon such terms as contained in this Agreement; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the School agrees to transfer its rights, title, and interest in the School Property to the City upon such terms as contained in this Agreement; and

Now, therefore, the Parties agree that:

1. **City Property.** The City hereby agrees to transfer, and the School hereby agrees to accept, the property described as PARCEL 1 and PARCEL 5 in Exhibit A, attached hereto and incorporated herein (the "City Property").
2. **School Property.** The School hereby agrees to transfer, and the City hereby agrees to accept, the property described as PARCEL 3 in Exhibit A, attached hereto and incorporated herein (the "School Property").
3. **Payment.** The City and School agree to pay to the other upon delivery of possession of each parcel the sum of One Dollar and Zero Cents (\$1.00) for each parcel.
4. **Possession.** The City and School shall deliver possession of the City Property and the School Property, respectively, no later than August 31, 2022, upon payment of the amount set forth in Paragraph 3, at the Galena City Hall, 101 Green Street, Galena, Illinois 61036.
5. **Deed.** The City and School agree to convey their respective Property to the other by good and sufficient recordable warranty deeds, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.
6. **Evidence of title.**

A. The City and School shall be responsible for ordering a Commitment for Title Insurance for each parcel owned by them and to be conveyed to the other. The Commitment of Title Insurance shall be issued by a title insurance company doing business in Jo Daviess County, committing a company to issue a policy in the usual form insurance title to the real estate in the name of the for the amount set forth in Paragraph 3. Each party shall be responsible for payment of the premium and search charges for the properties owned by them.

B. Permissible exceptions to title shall include only special assessments;

zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; existing mortgages to be paid by the owner of each parcel at closing.

C. If title evidence discloses exceptions other than those permitted, the owner of the property shall give written notice of such exceptions to the other party within 15 days. The owner shall have 15 days upon receipt of said written notice 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 payment set forth in Paragraph 3 at the time of transfer. If the owner is unable to cure such exception, then the other party shall have the option to terminate this Agreement.

7. **Closing.** The closing shall be on or before the earlier of: (1) August 31, 2022 or (2) a date that is seven days after the notice from each party to the other that they are prepared to close, unless subsequently mutually agreed otherwise, at the office of the title company, City Hall, or such other place as agreed by the Parties, provided title for the real estate is shown to be good or is accepted by both parties. Both parties warrant that their Property shall be transferred to the other free and clear of the interests of any tenants.

8. **Transferor's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, each party shall deliver to the other or their designees) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Property to the other party;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the property;
- (iii) An Affidavit of Title signed by the transferor of the property.
- (iv) All documents necessary to release any mortgages, liens or other interests in the property, if any.
- (v) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in

accordance with the terms hereof.

9. **Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, each party shall deposit with the other the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due and any additional amounts necessary to pay any costs and fees required to be paid by each party less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

10. **Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.

11. **Closing Costs.** The Closing costs shall be split equally by the parties.

12. **No Broker involvement.** The parties each represent to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid.

13. **Plat of Survey.** The plat of survey attached as Exhibit A is provided at the expense of the School.

14. **Real estate taxes and proration.** Both parties represent that their Property is currently exempt from any property taxes. Any and all prior

real estate taxes due for any period prior to closing, if any, shall be paid by the current owner of the property prior to or at closing. If necessary, seller shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of any previously due but unpaid real estate taxes.

After closing each party shall be responsible for filing the necessary documents to exempt the property now owned by them from any property taxation due after the date of closing.

15. **Real Estate Transfer Taxes.** At closing, the parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Property as being exempt from any State, County, or local real estate transfer taxes.
16. **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.
17. **IRS Section 1445.** The parties represent that they are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Each party will furnish the other at closing the Exemption Certification set forth in said Section.
18. **Condition of property.** Both parties agree to accept the Property in its "as-is" condition at time of closing, and both parties disclaim all warranties express or implied as to the condition of the Property.
19. **Time is of the essence.** Time is of the essence for this Agreement.
20. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.
21. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution, or motion of the Parties approving such written amendment, as provided by law and by the execution of

such written amendment by the Parties.

- 22. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.
- 23. No Merger Doctrine.** This Agreement shall be construed as collateral to and independent of the provisions in the subsequent deed for the Property, and this Agreement shall remain in full force and effect notwithstanding said deed.
- 24. Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.
- 25. Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.
- 26. Execution.** All the parties to this Agreement represent that they are authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

(Signatures on next page)

CITY OF GALENA

City of Galena
101 Green Street
Galena, IL 61036

By: Terry Renner

Date: 2-3-2022

CITY OF GALENA ATTEST

Mary Beth Hyde
Mary Beth Hyde,

GALENA UNIT 120 SCHOOL DISTRICT

Galena Unit 120 School District
1206 Franklin Street
Galena, IL 61036

By: Arden Hodder

Date: 1-18-2022

SCHOOL DISTRICT ATTEST

Michael H. Frank