

**AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
FOR THE PROPERTY COMMONLY KNOWN AS 55 GALLIGAN ROAD  
FOR PUBLIC PURPOSES**

**WHEREAS**, the Village of Gilberts is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

**WHEREAS**, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

**WHEREAS**, the owner of the property at 55 Galligan Road, Gilberts, Illinois, bearing PIN #02-24-153-003 ("**Property**"), has offered to sell the Property to the Village; and

**WHEREAS**, the Property is useful, necessary, and advantageous for the Village to acquire for public purposes; and

**WHEREAS**, the corporate authorities of the Village hereby find and determine that it is in the public interest to enter into the purchase and sale agreement for the Property attached as **Exhibit A**, to provide for the purchase of the Property by the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Board of the Village of Gilberts, Kane County, Illinois, as follows:

**SECTION 1. RECITALS** The recitals set forth above are incorporated into Section 1 as set forth herein.

**SECTION 2. APPROVAL; AUTHORIZATION.**

- A. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, the Purchase and Sale Agreement ("**Agreement**") attached as **Exhibit A** and incorporated as though fully set forth herein.
- B. The Village Finance Director or her designee is authorized and directed to draw upon Village funds and write a check in the sum set forth in the Agreement, plus any required closing costs incurred by the Village, payable to Seller, in order to effectuate the purchase and recordation of the deed to the Property.
- C. The Village Administrator is authorized and directed to take all steps necessary to ~~implement and enforce the Agreement's terms, including, without limitation,~~ executing all documents necessary to complete the Village's acquisition of the Property.

**SECTION 3. SEVERABILITY.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

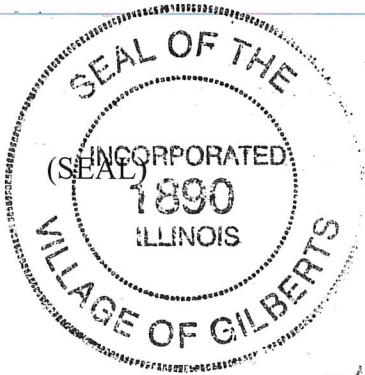
**SECTION 4. REPEAL AND SAVINGS CLAUSE.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall only be effective upon the passage, approval, and publication in the manner required by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 18<sup>th</sup> day of April, 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Lou Hacker	✓	_____	_____	_____
Trustee Brandon Coats	✓	_____	_____	_____
Trustee Justin Redfield	✓	_____	_____	_____
Trustee David LeClerc Sr.	_____	_____	✓	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED this 18<sup>th</sup> day of April, 2023.



Guy Zambetti  
 Village President Guy Zambetti

ATTEST: Kelly Mastera  
 Village Clerk, Kelly Mastera

**EXHIBIT A**

*Purchase and Sale Agreement*

(j) Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

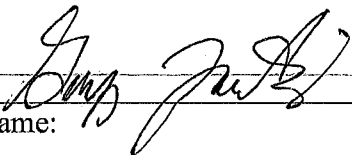
(k) Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

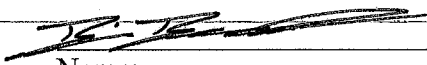
(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**VILLAGE OF GILBERTS,**  
an Illinois municipal corporation

**Attest:**

  
Name: \_\_\_\_\_

  
Name: \_\_\_\_\_

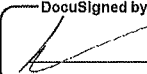
Title: Village President

Title: Village Administrator

Date: April 24, 2023

Date: April 24, 2023

**SELLER:**

DocuSigned by:  
  
E97901288A934A7...

Date: 4/1/2023