

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF NATURAL
RESOURCES AND THE CITY OF SPRINGFIELD FOR THE DONATION OF
THE BLOCK BOUND BY FOURTH STREET, CAPITOL AVENUE, 5TH STREET
AND JACKSON STREET, FOR THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, IDNR would like to execute a real estate donation agreement with the City to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street as described herein Exhibit A; and

WHEREAS, a copy of the agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of the Agreement with the Illinois Department of Natural Resources and the City of Springfield to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street as described herein Exhibit A. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-1-26

Office of Corporation Counsel/Date

**Alderman Shawn Gregory
Alderman Brad Carlson
Alderman Jim Donelan
Alderman Ralph Hanauer
Alderman Jeff Cox
Alderwoman Lakeshia Purchase**

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT, (hereinafter "Contract"), is entered into on this, the _____ day of _____, 2026, by and between the STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES (hereinafter "IDNR"), and the City of Springfield, Illinois, a unit of local government organized and existing under the laws of the State of Illinois. The parties recite and state as follows:

WHEREAS, DONOR is the beneficial owner of, and holds title to, the legally described property in Exhibit A (hereinafter "Premises").

WHEREAS, DONOR wishes to convey the Premises to IDNR, and IDNR wishes to accept the Premises, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in exchange for good and valuable consideration as hereinafter set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged by the parties, and in pursuance of the authority granted through 50 ILCS 605/4, IDNR and DONOR do hereby covenant and agree as follows:

ARTICLE I **(Conveyance)**

DONOR agrees to convey the Premises to IDNR by execution and delivery to IDNR of the Quit Claim Deed ("Deed") attached hereto as Exhibit B at Closing.

ARTICLE II **(Consideration)**

IDNR agrees to accept the Premises from DONOR, which is valued at \$1,536,950.00 in accordance with the terms of the Deed and this Contract.

ARTICLE III
(Title)

A. **Title Commitment:** A Title Commitment with IDNR as the proposed insured, has been issued by Chicago Title Company, 1043 S. Fifth St., Springfield, IL 62703 , File No. 5271-2400509, (hereinafter “Title Commitment”). The Title Commitment will (upon satisfaction of the terms and conditions therein) convert to an American Land Title Association (“ALTA”) Owner’s Policy, and when issued, must include extended coverage over general or standard exceptions, and shall be in the amount of \$1,536,950.00 (the “Title Policy”) covering the date of this Closing and recording.

B. **Evidence of Good Title and Attorney General Title Approval:** This Contract is contingent upon evidence of good title as determined in the exclusive discretion of IDNR. This Contract, the Closing, and IDNR accepting title to the Premises is subject to and contingent upon IDNR obtaining title approval from the Office of the Illinois Attorney General pursuant to the Public Contract Fraud Act, 30 ILCS 545/2.

C. **ALTA Statement:** At Closing, DONOR shall execute all documents deemed necessary and appropriate by the Title Insurance Company in order to facilitate issuance of an Owner’s Title Insurance Policy to IDNR.

ARTICLE IV
(Approval of Documents)

The parties agree that the forms of documents to be executed at Closing attached as Exhibits hereto have been reviewed and approved by the parties and shall be executed in such form at the time of Closing.

ARTICLE V
(Environmental Study)

A Phase I Environmental Site Assessment, dated May 12, 2016, prepared for the City of Springfield by American Environmental has been reviewed by IDNR. Further,

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IDNR was provided from Donor a Revised Comprehensive Site Investigation Report dated January 13, 2026, also prepared by American Environmental. Based upon IDNR review of these reports, if, during IDNR's contemplated remediation, any condition or conditions on the Premises which, in the IDNR's sole discretion, create(s) an environmental risk previously undisclosed by the above referenced reports, IDNR shall have the option of conducting additional environmental analysis at a mutually agreed upon expense of the parties which may be necessary to determine the extent and risk associated with the environmental condition(s). All such subsequent environmental tests must, however, be concluded within sixty (60) days following execution of this Contract. If necessary, Closing shall be delayed allowing IDNR time to conduct such further environmental tests. Upon conclusion of IDNR's environmental analyses, IDNR shall have the option of:

1) closing the transaction without regard to any environmental condition and without requiring any action on the part of DONOR; or, 2) granting DONOR sixty (60) days within which to remediate the environmental condition identified by IDNR's analysis. In the event IDNR elects to grant DONOR an opportunity to remediate the environmental condition in question, Closing shall be delayed as necessary and appropriate to accommodate said remediation activities. If DONOR either cannot remediate the environmental condition within sixty (60) days, or elects not to remediate the environmental condition, IDNR may then terminate this Contract which shall then be considered null and void and of no further force and effect.

**ARTICLE VI
(Plat of Survey)**

[INTENTIONALLY DELETED]

**ARTICLE VII
(Deed)**

DONOR shall execute and at Closing deliver to IDNR or IDNR's nominee, the Deed, through a closing escrow at the Title Company.

**ARTICLE VIII
(Affidavit of Title)**

DONOR shall execute and at Closing deliver to IDNR an Affidavit of Title in the form attached hereto as Exhibit C, through a closing escrow at the Title Company.

**ARTICLE IX
(Personal Property)**

[INTENTIONALLY DELETED]

**ARTICLE X
(Closing)**

Closing of the transaction contemplated by this Contract shall take place on or before August 28, 2026, at a time to be agreed upon by the parties, at Chicago Title Company, 1043 S. Fifth St., Springfield, IL 62703 (hereinafter "Closing"), or such other date as may be mutually agreed upon in writing by the parties hereto. At that time DONOR shall execute and deliver any and all documents necessary to transfer ownership of the Premises, the Ancillary Structures and the Personal Property, if any, to IDNR in accordance with the terms of this Contract.

**ARTICLE XI
(Real Estate Taxes)**

DONOR shall pay at Closing any portion of the past year's general real estate, drainage and special assessment tax bills, payable in current year, which remains unpaid. DONOR agrees to pay, when due, the current year's general real estate, drainage and

special assessment tax bills, payable next year, prorated through Closing. Following Closing, IDNR shall file and obtain a Real Estate Tax exemption for the Premises effective as of the date of Closing and deliver proof of such exemption to DONOR upon receipt. This Article XI shall survive the Closing and be enforceable thereafter.

ARTICLE XII (Possession)

A. IDNR shall take possession of the Premises, the Ancillary Structures and the Personal Property, if any, at the conclusion of Closing. Thereafter, IDNR shall be solely responsible for all costs associated with the preservation and maintenance of the properties being conveyed pursuant to this Contract and shall assume all responsibility and liability for damage to same, with the following exceptions: None.

B. Taking possession of the Premises shall be based on (1) DONOR's performance of all required responsibilities and other obligations under this Contract and (2) the Illinois Attorney General's Office's approval of the transaction contemplated by and mentioned in this Contract.

ARTICLE XIII (DONOR's Representations)

DONOR represents and warrants as follows:

A. **Zoning Violations:** DONOR has not received any notice from any governmental body of any ordinance or building code violation or pending rezoning, reassessment or special assessment proceedings affecting the Premises.

B. **Unrecorded Obligations:** There are no unrecorded leases, contracts, agreements, verbal or other written obligations affecting the Premises, the Ancillary Structures or the Personal Property, if any, entered into by and between DONOR and any third party which would impair, impede or adversely affect DONOR's ability to convey

clear and marketable title to the IDNR, or in any way adversely affect IDNR's ownership rights and interest in the Premises, the Ancillary Structures or the Personal Property, if any, following the Closing.

C. **Condition of Personal Property:** All Personal Property, if any, being conveyed pursuant to Article IX or Bill of Sale is conveyed in an "As Is – Where Is" condition, with all faults, and IDNR agrees that except as expressly set forth in this Contract DONOR shall have no obligations or liability with respect to the Personal Property following the date of Closing.

D. **Legal Action:** There are no pending or contemplated legal actions, suits or proceedings affecting the Premises, neither at law or equity, nor to the best of DONOR's knowledge and belief is there any matter pending before any governmental department, agency, board, administrative tribunal, commission or instrumentality involving the Premises.

E. **Condemnation:** DONOR is unaware of and has not received any written or official notification of any pending condemnation proceedings involving the Premises, or any portion thereof.

F. **Environmental Matters:** EXCEPT as disclosed by the Environmental Reports provided under Article V. to the best of DONOR's knowledge and belief, there is no condition, object or presence on the Premises which would constitute a violation of any applicable environmental law, regulation, ordinance or order of any governmental entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended, and

any regulations promulgated thereunder, or any other federal, state or local laws relating to contamination or adverse effects on the environment. Neither the Premises, nor any underlying groundwater, contains any concentrations of regulated substances, nor has DONOR used the property for storage, manufacture, use or disposal of hazardous substances, hazardous materials, toxic substances or similar substances, residues and wastes. Except as may be disclosed in the Title Commitment, there are no unregulated pipelines or buried structures, tanks or pits on the Premises, nor are there any hazardous materials stored upon the Premises.

G. Condition of Premises and Improvements: The physical condition of the Premises, the Ancillary Structures and the Personal Property, if any, at Closing will be similar to the condition of said properties as of the date of this Contract, ordinary wear and tear excepted.

ARTICLE XIV (IDNR's Inspections)

A. Right to Inspect: At any time prior to Closing, IDNR, IDNR's agents, employees and contractors shall have the right, between the hours of 8:00 a.m. & 5:00 p.m., but without disturbing DONOR's use and enjoyment of the Premises, to enter the Premises for purposes of making surveys, inspections, soil tests and other investigations of same including, but not limited to, the physical condition of the Premises. DONOR accepts responsibility and liability of any and all attractive nuisances, as identified by IDNR, located on Premises and agrees to remedy any and all such attractive nuisances before Final Inspection by IDNR. IDNR shall and does hereby agree to accept responsibility for any loss or damage suffered by IDNR, its agents, employees, contractors, legal representatives and assigns, as a result of the exercise by IDNR of the rights herein granted.

B. Final Inspection: In addition to the foregoing, IDNR shall make a final inspection of the Premises within two (2) working days of the Closing, and thereafter promptly serve written notice to DONOR of any material non-compliance, as determined solely by IDNR, with the applicable terms and conditions of this Contract, which DONOR shall promptly remedy at DONOR's expense. In the absence of any notice from IDNR to DONOR pursuant to this Paragraph, IDNR shall be deemed to have accepted the condition of the Premises and shall thereafter waive any claim that the condition of the Premises failed to conform with the requirements of this Contract or DONOR's obligations hereunder.

ARTICLE XV (Performance)

Time is of the essence of this Contract. Should IDNR or DONOR fail to perform pursuant to the terms of this Contract then, at the option of DONOR or IDNR, and upon written notice to the other party, this Contract may be terminated and shall thereupon become null and void.

ARTICLE XVI (Risk of Loss)

In the event that, prior to Closing, any portion of the Premises, the Ancillary Structures or the Personal Property, if any, shall be destroyed by fire, flood or other casualty then, at the election of IDNR: 1) this Contract may be canceled; 2) IDNR may consummate the transaction contemplated by this Contract and receive such insurance proceeds as are paid on the claim of loss; 3) IDNR may elect to postpone the Closing and permit DONOR to utilize the insurance proceeds for the purpose of making any and all necessary repairs; provided, however, in the event that such casualty is suffered by any of the property that DONOR is obligated to remove from the Premises under this Contract, the foregoing

provisions shall not apply, DONOR shall be entitled to keep any insurance proceeds with respect thereto, and the IDNR shall consummate the transaction contemplated by this Contract. This election must be exercised within ten (10) days after DONOR provides IDNR with written notice of the amount of the insurance proceeds, if any, which DONOR will receive on the claim of loss. If IDNR has not been so notified by DONOR within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of Closing, whichever occurs first, IDNR may, at its option, cancel this Contract; or, IDNR may waive any requirement under this Article XVI.

ARTICLE XVII (Documentation and Notices)

All documents required of either party hereto shall be fully and properly prepared, executed and, where necessary, acknowledged. Copies of all documents to be prepared in connection with Closing shall be provided by IDNR and DONOR to opposing legal counsel not less than five (5) days prior to Closing.

Any notices required or permitted hereby shall be deemed given when received by one party from the other, in writing and personally delivered, delivered by overnight courier or sent by certified mail, return receipt requested, or by email, to the parties at the following addresses:

TO IDNR: Daniel Johnson, Director
Office of Realty &
Capital Planning
Illinois Department
of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271
daniel.p.johnson2@illinois.gov

John Fischer
General Counsel
Illinois Department
of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271
john.fischer@illinois.gov

TO DONOR: Nate Bottom, Chief City Engineer
City of Springfield

Office of Public Works
300 S. 7th St. R.m 203
Springfield, IL 62701
Nathan.bottom@springfield.il.us

DONOR Copy to:

Gregory E. Moredock, Corporation Counsel
City of Springfield
Office of Corporation Counsel
800 E. Monroe St. Rm. 313
Springfield, IL 62701

The above addresses may be changed from time to time by the party changing same giving notice thereof in the manner provided herein.

ARTICLE XVIII (Authorization of Transaction)

A. DONOR: This Contract constitutes the valid and legally binding obligation of DONOR enforceable in accordance with its terms and conditions. DONOR represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform its obligations hereunder.

B. IDNR: This Contract constitutes the valid and legally binding obligation of the IDNR, enforceable in accordance with its terms and conditions. IDNR represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform its obligations hereunder.

ARTICLE XIX (Non-contravention)

DONOR hereby represents and warrants to IDNR, and IDNR hereby represents and warrants to DONOR that neither the execution and the delivery of this Contract, nor the consummation of the transactions contemplated herein, will:

A. Legal Violation: Violate any statute, regulation, rule, judgment, order,

decree, stipulation, injunction, charge, or other restriction of any government, governmental agency or court to which they are subject; or,

B. Contract Violation: Conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sub-lease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, bankruptcy, security interest or other arrangement to which either is a party or by which either is bound or to which any of their assets is subject.

ARTICLE XX (Insurance)

DONOR represents and warrants that the Premises, the Ancillary Structures and the Personal Property, if any, are currently insured against loss due to theft, vandalism, fire, flood, tornado or other hazard. DONOR shall keep all said policies of insurance in full force and effect between the date of execution of this Contract and Closing.

ARTICLE XXI (Notice of Developments)

DONOR shall give prompt written notice to IDNR of any material development affecting the Premises, the Ancillary Structures or the Personal Property, if any, prior to Closing. Each party shall give prompt written notice to the other of any material development affecting the ability of the parties to consummate the transaction contemplated by this Contract.

ARTICLE XXII (Miscellaneous)

A. Governing Law: This Contract shall be construed in accordance with the laws of the State of Illinois. Any and all claims against IDNR under this Contract shall be filed exclusively with the Illinois Court of Claims. By entering into this Contract, IDNR

isn't and doesn't waive its sovereign immunity. IDNR shall not be obligated to arbitrate any claim, controversy, violation or disagreement under this Contract.

B. Survival: Except as herein provided, all of the representations, warranties and covenants of the parties contained in this Contract shall survive the Closing.

C. Entire Agreement: This Contract constitutes the entire agreement between the parties and may be modified hereafter only with the express written agreement of each party.

D. Severability: Any term or provision of this Contract which is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

E. Headings: The section headings contained in this Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Contract.

F. Ancillary Provisions: (1) The parties agree that this Contract shall not be filed of record in the Recorder's Office of Sangamon County, Illinois. The terms, covenants, reservations and conditions herein shall be perpetual and shall run with the Premises.

(2) Neither party shall assign this Contract, or any rights hereunder, without the prior written consent of the other Party, except as follows: DONOR shall be permitted to assign this Contract with notice, but without IDNR consent, to an entity affiliated with or controlled by DONOR or in connection with any

corporate merger, reorganization, consolidation or sale of DONOR's retained property or similar transactions, each such assignee pursuant to any such transaction being a permitted assign; and, IDNR shall be entitled to assign this Contract with notice, but without DONOR's consent, to another agency of the State of Illinois. Any such assignments or attempted or purported assignment outside of these exceptions shall be void as to the other party and, moreover, shall constitute a material breach of this Contract.

(3) This Contract shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

(4) This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(5) This Contract is for the sole benefit of the parties and is not for the benefit of any third party other than the parties' respective successors and permitted assigns.

G. Press Releases and Announcements: Each party agrees to coordinate with the other party all press, news or other releases to the media related to this Agreement or the transactions contemplated hereby and to allow the other party to review such releases prior to release

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature of the IDNR Director.

CITY OF SPRINGFIELD

STATE OF ILLINOIS DEPARTMENT OF
NATURAL RESOURCES:

By: Misty Buscher
Position: Mayor

GEA

By: Renee Snow, Director

Date: _____

By: Daniel Johnson
Director – Office of Realty & Capital Planning

By: John Fischer, General Counsel

EXHIBIT A

ILLINOIS GOVERNOR'S MANSION/
NORTH MANSION PARK
SANGAMON COUNTY

PARCEL NO. 437-00-1
LEGAL DESCRIPTION

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 9: The East 65 feet of the North 20 feet of Lot 10 in Block 2 in E.L. Edward Addition to the City of Springfield;

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner

of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

EXHIBIT B
QUIT CLAIM DEED

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That the City of Springfield, Illinois, a unit of local government organized and existing under the laws of the State of Illinois, for and in consideration of good and valuable consideration(s) in hand paid, the receipt of which is hereby acknowledged, **CONVEYS AND QUIT CLAIMS** to the People of the State of Illinois, Department of Natural Resources, of the City of Springfield, in the County of Sangamon, State of Illinois, all their existing legal or equitable rights in the premises described herein, and shall extend to any after acquired title, in and to the following described real estate, to-wit:

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 9: The East 65 feet of the North 20 feet of Lot 10 in Block 2 in E.L. Edward Addition to the City of Springfield;

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence

East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

ADDRESS OF PROPERTY: 400 E. Capitol Ave., Springfield, IL 62701
408 S. 4th Street, Springfield, IL 62701
420 S. 4th Street, Springfield, IL 62701
426 S. 4th Steet, Springfield, IL 62701
430 S. 4th Street, Springfield, IL 62701
416 E. Capitol Ave, Springfield, IL 62701
413 S. 5th Street, Springfield, IL 62701
421 S. 5th Street, Springfield, IL 62701
425 S. 5th Street, Springfield, IL 62701
411 E. Jackson Street, Springfield, IL 62701
421 E. Jackson Street, Springfield, IL 62701
Vacated Alley Block 2, Springfield, IL 62701

PIN(S): 14-34.0-153-001, 14-34.0-153-002, 14-34.0-153-003, 14-34.0-153-004,
14-34.0-153-005, 14-34.0-153-006, 14-34.0-153-007, 14-34.0-153-008,
14-34.0-153-009, 14-34.0-153-010, 14-34.0-153-011, 14-34.0-153-012,
14-34.0-153-013, 14-34.0-153-014, 14-34.0-153-015, 14-34.0-153-016.

This deed is made, executed and delivered in pursuance of Ordinance No. _____ duly adopted at a meeting of the City Council of the City of Springfield on _____, 2026.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed for the City by Misty Buscher, Mayor, this _____ day of _____ 2026.

The City of Springfield

By: _____
Misty Buscher, Mayor
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2026-333

COUNTY OF SANGAMON)

said City.

Given under my hand and notarial seal this _____ day of _____ 2026.

(Notarial Seal)

Notary Public

“Exempt under Section 31-45(b)(1) of the Real Estate Transfer Tax Law.”

Date _____

Buyer, Seller, or Representative

**This instrument prepared by Illinois Department of Natural Resources
and, after recording, mail to: Office of Real Estate Services and Consultation
One Natural Resources Way
Springfield, IL 62702-1271**

EXHIBIT C
AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS. **A F F I D A V I T**
COUNTY OF SANGAMON)

Misty Buscher, acting in her official capacity as Mayor of the City of Springfield, an Illinois municipal corporation, being first duly sworn upon oath, states as follows, to the best of her knowledge:

1. That she has personal knowledge of the facts averred herein.

2. There are no persons other than the grantor and its authorized representatives in possession of any portion of the premises described as follows:

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 9: The East 65 feet of the North 20 feet of Lot 10 in Block 2 in E.L. Edward Addition to the City of Springfield;

2026-333

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

She further states that there are no current outstanding leases on any part of the above premises, except as follows (IF NONE, SO STATE):

3. This affidavit is made for the purpose of inducing the State of Illinois to accept a deed of conveyance of the premises hereinabove described from the record owner thereof. 2026-333

4. The affiant has no knowledge of any unrecorded easement over, under, upon or across the above described premises.

5. There are no encroachments, overlaps, or boundary line disputes involving the aforesaid premises to the knowledge of the undersigned.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises hereinabove described.

7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the aforesaid premises.

8. That no material, new or additional, improvements have been made to or constructed upon the above premises within the past three years except as follows **(IF NONE, SO STATE):**

9. There have been no improvements made or contracted for on the premises within four (4) months immediately preceding the date of the affidavit, out of which a claim for Mechanics' Lien could accrue or has accrued.

10. All improvements now on the premises involved comply with all local building and zoning ordinances.

11. The premises involved have not been used or occupied for any purpose which would subject the property to the provisions of the Illinois statute commonly known as the Dram Shop Act.

The City of Springfield,

By: _____
Misty Buscher, Mayor

Subscribed and sworn to before me, a Notary Public, this ____ day of ____
_____ 2026.

(Notarial Seal)

Notary Public

2026-333

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-38
DATE OF 1ST READING: 6/16/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Agreement FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SPRINGFIELD FOR THE DONATION OF THE BLOCK BOUND BY FOURTH STREET, CAPITOL AVENUE, FIFTH STREET AND JACKSON STREET FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement with Exhibits

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☐ Low Bid ☒ Other: Agreement Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 3 JUN 26
CITY PURCHASING AGENT: Date:

COMMENTS

This ordinance is to execute a real estate donation agreement to allow the city to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street to the Illinois Department of Natural Resources (IDNR). This transfer enables IDNR state resources to improve the block.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)