

# Bloomington and Normal Water Reclamation District

## CONSENT AGENDA H

**BOARD MEETING DATE:** November 10, 2025

**SUBJECT:** Contract for Sale to purchase a portion (1.734 acres or 75,533 square feet) of parcel 21-08-326-008 at 1409 Butchers Lane

**PREPARED BY:** Timothy L. Ervin, Executive Director

**REVIEWED BY:** Meghan O'Neal-Rogozinski, Commercial Broker with Axis 360; Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

**STAFF RECOMMENDATION:** Approval to purchase property in the amount of \$90,639 and authorize the Executive Director to sign the necessary documents.

**ATTACHMENTS:** Contract for Sale of Real Estate & October 1934 conveyance

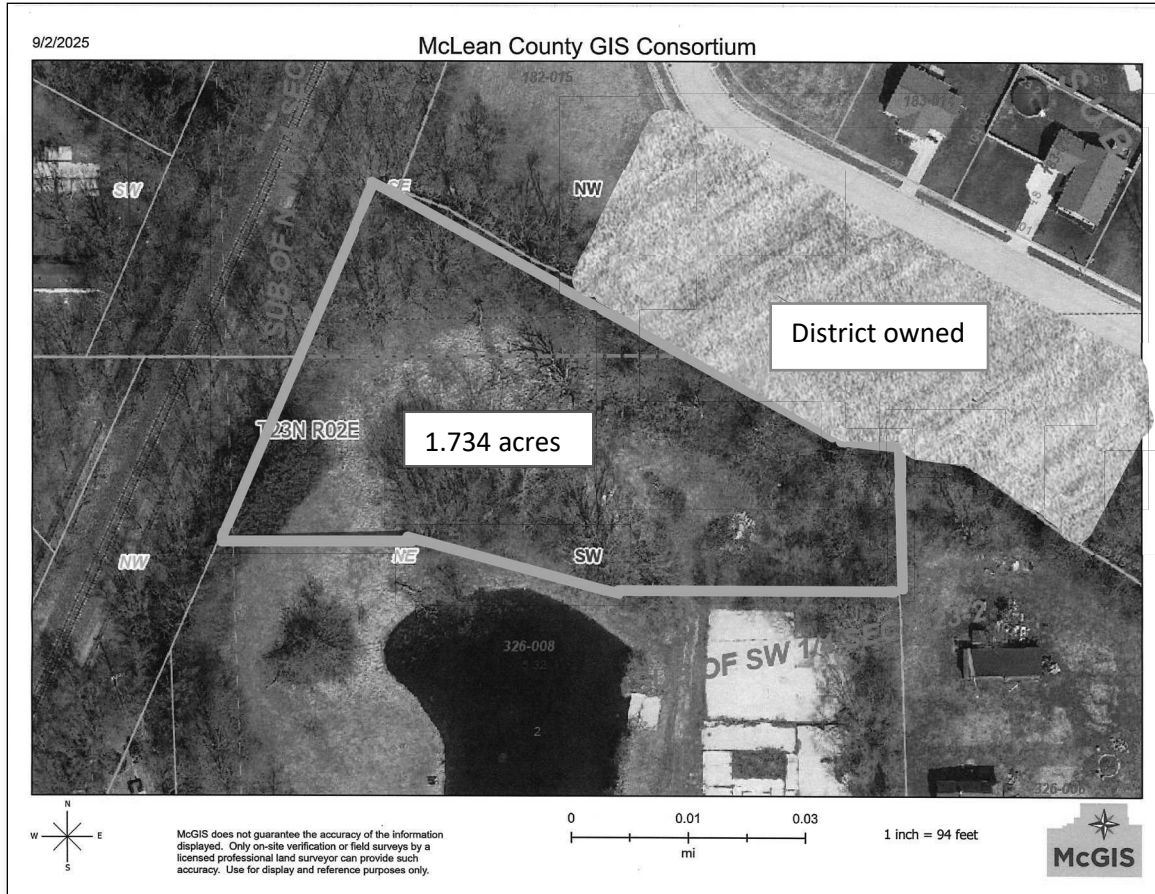
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**BACKGROUND:** Goose Creek originates at the intersection of Interstate 55 and Route 51 in Bloomington, flowing toward the West Plant adjacent to Sugar Creek. At Highland Park, the District-owned 72-inch Big 4 Valley stormwater relief sewer discharges stormwater collected from the urban watershed into Goose Creek. Additionally, two major sewer interceptors installed in the 1930s and 1960s are located within the banks of Goose Creek. Securing ownership of these parcels would provide a natural buffer to protect Goose Creek and restrict construction directly above the creek's underground utilities. As Goose Creek converges with its southern branch, acquiring these properties would also enable the District to exercise enhanced oversight and control over future development initiatives to support future flood mitigation efforts.

Former Trustees and Executive Directors believed the District was responsible for Goose Creek's water capacity to Sugar Creek, but this was only communicated verbally and lacked documentation until recently. This belief led to conflict between the District and local landowners along Goose Creek as employees removed fallen trees and debris from private property. This led to the involvement of law enforcement in one case. Recently, staff located a 1934 conveyance which provides an overview of this responsibility to maintain the capacity of Goose Creek to convey water from the urban watershed.

The October 1934 conveyance supports ongoing property acquisitions along Goose Creek, aiding the October 2023 Tributary Assessment Report by Baxter & Woodman. The planned restoration

covers a 1.97-mile stretch, providing site access and implementing measures such as floodplain benches, stone toe protection, loose stone riffles, bank reshaping, wetland creation, and native vegetation management in wetland and riparian areas. The picture below provides an outline of the proposed purchase.



The property to be acquired comprises 1.734 acres (75,533 square feet) and will be purchased at a rate of \$1.20 per square foot. This aligns with the valuation of other Goose Creek property purchased by the District. The total cost of the acreage is \$90,639,

Attorney Megli and Ms. Meghan O'Neal-Rogozinski prepared and reviewed the purchase contract, which has been signed by the owner and the District's Executive Director. Per the Additional Provision Section, approval by the District's Board of Trustees is required at their next meeting on November 10, 2025. Staff request the Board approve the purchase of the new parcel.

**BUDGET IMPACT:** The Short-Term Capital Fund would fund the purchase. Sufficient resources are available to support the purchase.

## CONTRACT FOR SALE OF REAL ESTATE

Seller: Zach Alvis  
1409 Butchers Lane  
Bloomington, IL 61701

Buyer: BNWRD, Tim Ervin  
[tervin@bnwrdil.gov](mailto:tervin@bnwrdil.gov)

Attorney:

Attorney:  
Elizabeth Megli  
[emegli@lbbs.com](mailto:emegli@lbbs.com)  
Livingston, Barger Brandt & Schroeder,  
LLP  
115 W. Jefferson St.  
Bloomington, IL 61701  
309-828-5281

***THIS AGREEMENT*** is entered into between Zach Alvis hereinafter referred to as Seller, and Bloomington Normal Water Reclamation District (BNWRD), hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit, shown on the attached survey:

A part of Lot 2 in the Subdivision of the Southwest Quarter of Section 8 recorded in Plat Book 2, Page 122 in the McLean County Recorder's Office, and a part of Lot 7 in the Subdivision of the Northwest Quarter of Section 8 recorded in Deed Book 34, Page 70 in said Recorder's Office, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Commencing at the Northeast Corner of Lot 1 in Jul-Dee Subdivision according to the plat recorded as Document Number 73-10889 in said Recorder's Office, thence north 197.57 feet along the East Line of said Lot 2 to the Point of Beginning. From said Point of Beginning, thence west 169.51 feet along a line which forms an angle to the left of 267°-14'-25" with the last described course; thence west 168.17 feet along a line which forms an angle to the left of 169°-04'-31" with the last described course ; thence northwest 129.19 feet along a line which forms an angle to the left of 153°-03'-57" with the last described course to the East Right-of-Way Line of the Union Pacific Railroad being 50 feet Southeast of the Center of the Southbound Rail of said Railroad; thence northeast 55.00 feet along said East Right-of-Way Line being 50 feet southeast of and parallel with said Southbound Rail which forms an angle to the left of 105°-03'-24" with the last described course to the North Line of said Southwest Quarter of Section 8; thence east 10.97 feet along said North Line which forms an angle to the left of 114°-17'-43" with the last described course; thence northeast 129.80 feet along said East Right-of-Way Line being 60 feet southeast of and parallel with said Southbound Rail which forms an angle to the left of 245°-42'-17" with the last described course to the Westerly Extension of the South Line of Woodbury Estates Subdivision First Addition according to the plat recorded June 29, 2007 as Document No. 2007-17474 in said Recorder's Office; thence southeast 57.13 feet along said Westerly Extension and the South Line of Woodbury Estates Subdivision First Addition which form an angle to the left of 93°-51'-24" with the last described course; thence

southeast 71.14 feet along said South Line which forms an angle to the left of 169°-24'-17" with the last described course; thence southeast 41.35 feet along said South Line which forms an angle to the left of 188°-31'-19" with the last described course; thence southeast 74.87 feet along said South Line which forms an angle to the left of 172°-43'-38" with the last described course; thence southeast 44.94 feet along said South Line which forms an angle to the left of 178°-01'-26" with the last described course; thence southeast 72.15 feet along said South Line which forms an angle to the left of 177°-45'-04" with the last described course; thence southeast 29.13 feet along said South Line which forms an angle to the left of 201°-31'-52" with the last described course to said East Line of Lot 2; thence south 111.00 feet along said East Line which forms an angle to the left of 103°-44'-43" with the last described course to the Point of Beginning.

being a portion of the land commonly known as 1409 Butchers Lane, Bloomington, Illinois.. The Property does not currently have a separate street address. In the event of any inconsistency between any depiction and the legal description, the legal description controls.

Seller agrees to convey 1.734 acres (75,533 sq.ft.), to Buyer, who agrees to pay **\$90,639** therefore in the manner following: \$500.00 upon the execution of this Contract to be held in escrow until closing and the remainder by cashier's check, certified funds or the equivalent on or before the **30<sup>th</sup> day of November, 2025**, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than 14 days prior to closing, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed, and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 30<sup>th</sup> day of November, 2025.

4. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated **through the date before closing**, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Buyer. This provision shall survive closing and delivery of deeds.

5. **ENCUMBRANCES:** Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

6. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;

B. No work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act.

7. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).

E. Time is of the essence of this Contract.

F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.

G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).

I. Other: Buyer agrees to pay a \$750 commission to AXIS 360 Commercial Real Estate at closing;

J. This Agreement is subject to the final approval by the District's Board of Trustees at the next meeting on November 10, 2025, when the Agreement was presented for approval and approved.

K. Buyer will have a period of thirty (30) days after execution of the Purchase and Sales Agreement to inspect all aspects of the Property and to confirm that there are no exceptions or zoning conditions that would prevent Buyer from using the property in the manner it intends.

8. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

9. **ESCROWEE:** The parties agree that Frontier Title. is hereby designated as Escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. The Escrowee shall hold in escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction

10. **SETTLEMENT:** Closing shall be held at the office of Frontier Title Company, or such place as the parties may agree.

11. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

12. **DEFAULT:** In the event either party should breach this Agreement, the other party may pursue any and all remedies provided by law.

13. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT**

*IN WITNESS WHEREOF*, the parties to these presents have executed several counterparts of this Contract, of equal effect.

**BNWRD**

\_\_\_\_\_  
Zach Alvis                      Date

By: \_\_\_\_\_  
Tim Ervin    Date

The above-named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

Frontier Title

\_\_\_\_\_  
ESCROWEE

State of Connecticut, )  
:ss  
City and county of Hart-  
ford )

On this 29th day of January 1936, before me appeared Murray Waters to me personally known, who, being by me first duly sworn, did say that he is the Asst. Vice President of the Aetna Life Insurance Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Murray Waters acknowledged said instrument to be the free act and deed of said corporation.

H.B.Cotton, Notary Public in and for said county and State.

\*\*\*\*\*  
\* H. B. COTTON \*  
\* NOTARY PUBLIC \*  
\* HARTFORD CONN. \*  
\*\*\*\*\*

My commission expires January 31, 1939.  
Filed Feb. 3, 1936 at 8:00 A.M.

\* \* \* \* \*

No. 27687

Know all men by these presents, that Lincoln Savings and Loan Association a corporation, of Lincoln, Illinois, hereby certifies that a certain indenture of mortgage, including any assignment of rents that may be therein contained, bearing date the 8th day of July A.D. 1930, made and executed by Logan McClurg and Stella McClurg, of the first part, to said Lincoln Savings and Loan Association, of the second part, and recorded in the Recorder's office of McLean County, Illinois, in book 317 of mortgages, on page 321, conveying the following described real estate:

is with the note accompanying it fully paid, satisfied, released and discharged.

In witness whereof, the said Lincoln Savings and Loan Association has caused this instrument to be executed in its corporate name by its President, and its seal attached hereto and attested by its Secretary, this 31st day of January A.D. 1936.

Lincoln Savings and Loan Association  
By: Wm.E.Hodnett, its President

Attest: N.E.Hodnett, its Secretary

\*\*\*\*\*  
\* LINCOLN SAVINGS AND \*  
\* LOAN ASSOCIATION \*  
\* LINCOLN SEAL ILLINOIS\*  
\*\*\*\*\*

State of Illinois )

:ss

County of Logan )

I, Helen Lenz, a notary public, in and for said county, in the State aforesaid, hereby do certify that Wm.E.Hodnett, President of Lincoln Savings and Loan Association, a corporation, and N.E.Hodnett, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and are personally known to me to be the officers of said corporation, as above described, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as such officers, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January A.D. 1936.

Helen Lenz, Notary Public

\*\*\*\*\*  
\* HELEN LENZ \*  
\* NOTARY PUBLIC \*  
\* LOGAN COUNTY ILLS. \*  
\*\*\*\*\*

Filed Feb. 3, 1936 at 3:59 P.M.

\* \* \* \* \*

No. 27698

The grantors, Albert Knuth and Minnie Knuth, his wife, of Bloomington township, county of McLean and State of Illinois, parties of the first part, for and in consideration of one hundred fifty & no/100 dollars hereby convey to the Bloomington and Normal Sanitary District, a municipal corporation, of McLean County, Illinois, party of the second part, for right of way purposes only, an easement to convey over and across

The southeast 1/4 of the Northeast 1/4 of Section 7, township 23 North, Range 2 East of the Third Principal Meridian, except the south 10 rods of the East 48 rods thereof Also Lot 8 of the County Clerk's subdivision of Lot 3 of the subdivision of the NW 1/4 of Sec. 8

T. 23 N.R. 2 East of the Third P.M. also a part of Lot 12 NE $\frac{1}{4}$  of Section 7, township 23 North range 2 East of the 3rd P.M. described as follows: commencing on the half section line at a point 16 rods West of the southeast corner of the NE $\frac{1}{4}$  of said Section 7, thence West 32 rods, thence North 10 rods, thence East 32 rods and south 10 rods to the place of beginning, containing 50.37 acres, more or less, situated in McLean County, Illinois, in the present existing creek channel, a natural watercourse, across said property, as improved, as hereinafter provided, and, as shown on blue print hereto attached, all surface waters falling in the present watershed lying above said property and in addition thereto the surface waters brought to said watershed by the 72 inch storm water valley relief sewer of the Bloomington and Normal Sanitary District emptying into said creek channel in Highland Park above said property. First parties also grant to the Bloomington and Normal Sanitary District, its agents or employees, the perpetual right of ingress and egress to and from said premises for the purpose of making inspections, constructing an improved channel and repairing and maintaining same whenever same may be deemed necessary by said Bloomington and Normal Sanitary District, retaining, however, in first parties all other right, title and interest in, to or arising out of said above described real estate for any use or purpose whatsoever not inconsistent with said easement rights and for the purpose of said right of way only, do hereby release and waive dower and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Bloomington and Normal Sanitary District, by its acceptance of this conveyance, agrees with first parties at its own expense, and without cost to first parties to straighten, widen and deepen the said channel as indicated on attached blue print so as to have adequate capacity for conveying all waters of said watershed and the additional waters brought to said watershed by said 72 inch storm water valley relief sewer, and to forever hereafter maintain said channel as improved so far as its water capacity is concerned, always taking into consideration the purpose for which the land adjoining said channel is used and so constructing and maintaining said improved channel as to cooperate with the owners. Second party also agrees that in the event any drain tile now in place is cut through or broken in improving said channel, second party will, at its expense, replace same and extend same to the improved channel and all dirt excavated is to be distributed evenly along the banks of the improved channel except that where it is necessary to make a new cut in straightening said channel, the dirt so excavated shall be by second party, and at its expense, placed in the old abandoned channel.

In the event any damage is done to fences or to any crop on the above premises in entering or departing therefrom at any future time after the period of construction in making inspections or repairs the Bloomington and Normal Sanitary District shall compensate the owners of said premises for such damages.

By the acceptance of this agreement the Bloomington and Normal Sanitary District agrees to construct a bridge fourteen feet in width to afford passageway across said improved channel to the grantors herein, and to replace said bridge or approaches if same should be washed out thereafter, said bridge or any replacement thereof to be at the point where grantors lane now crosses said creek channel. The roadway level of said bridge when completed shall be two feet higher than that of the present bridge. Said bridge shall be built with a concrete floor.

The grantee herein by acceptance hereof agrees to cut down and work up into firewood two trees in the right of way line to be designated by the grantor. Said grantee also agrees to request the City of Bloomington to haul garbage and ashes onto grantors premises and dump same in sufficient quantities to fill the old channel of said stream so as to cover all auto bodies and other debris now there.

There is a line of concrete drain or sewer tile 36 and 42 inches in diameter which will be taken out by grantee and it is agreed that all such tile shall thereupon become the property of the grantee but grantor reserves two of said 42 inch pipe for his own use.

Grantee agrees to sod all banks of said improved channel or to seed same with blue grass or such other grass as grantee desires the purpose being to prevent the banks from washing.

Witness our hands and seals this 3rd day of February A.D. 1936.

Albert Knuth (seal)

Minnie Knuth (seal)

Witness: Francis E. Grundler

Witness: Richard F. Dunn.

State of Illinois.)

:ss

County of McLean.)

I, Frances Davis, a notary public, in and for the said County, in the state aforesaid, do hereby certify that Albert Knuth and Minnie Knuth, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including

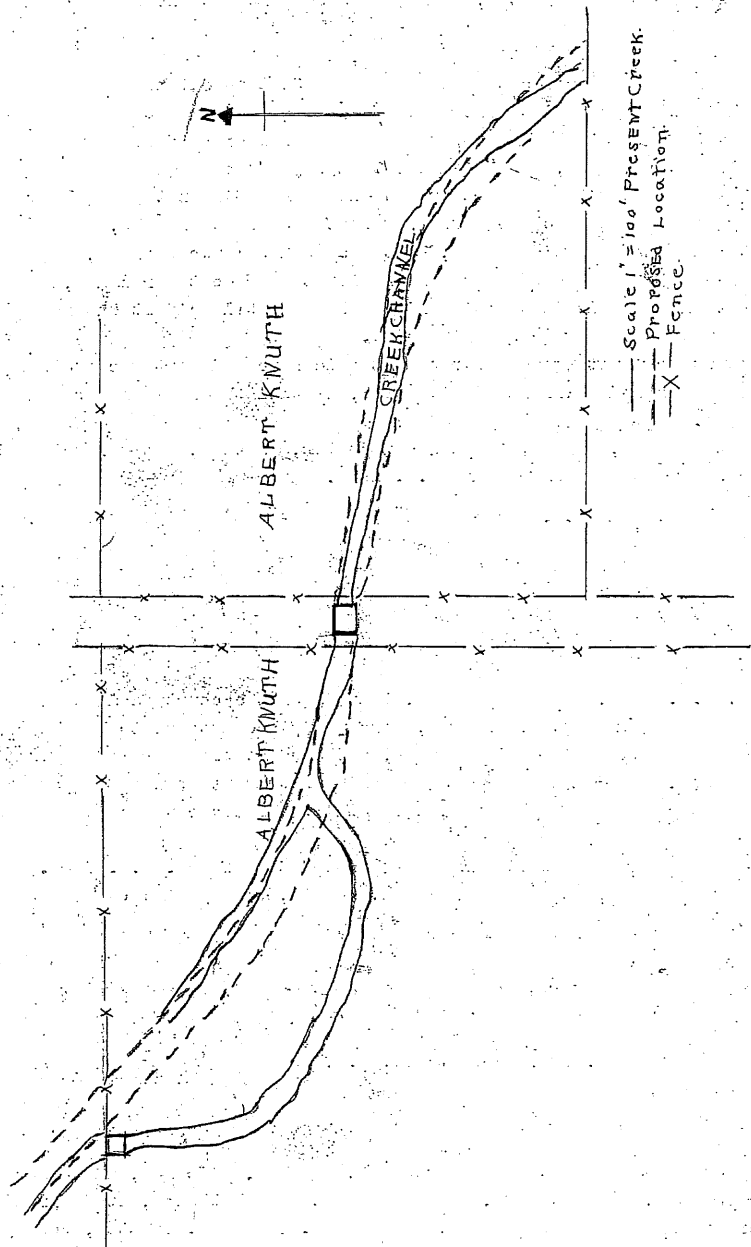
the release and waiver of the right of homestead.

Given under my hand and notarial seal this 3rd day of February A.D. 1936.

Frances Davis, Notary Public

\*\*\*\*\*  
\* FRANCES DAVIS \*  
\* NOTARY PUBLIC \*  
\* MCLEAN COUNTY ILL. \*  
\*\*\*\*\*

50 cents documentary  
Revenue stamp 2/11/36  
R.F.D.



Bloomington & Normal Sanitary District  
Channel Improvement of  
Highland Park Branch of Sugar Creek  
J.J. Woltmann Engineer. July 1934