

CITY OF RED BUD, RANDOLPH COUNTY, ILLINOIS

ORDINANCE NO. 1569

**AN ORDINANCE AUTHORIZING THE SALE OF
CERTAIN REAL ESTATE WITHIN RED BUD BUSINESS PARK**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RED BUD, ILLINOIS,
THIS 19th DAY OF JANUARY, 2026

*Published in pamphlet form by authority of the City Council of the City of Red Bud,
Randolph County, Illinois, this 19th day of January, 2026.*

Posted: January 20, 2026
Removed:

By: KAC
By:

STATE OF ILLINOIS)
) SS.
COUNTY OF RANDOLPH)

CERTIFICATION

I, Joanne Cowell, certify that I am the duly appointed municipal clerk of the City of Red Bud, Randolph County, Illinois.

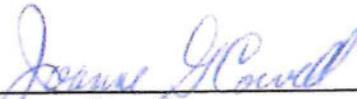
I further certify that on January 19, 2026, the Corporate Authorities of the above municipality passed and approved Ordinance No. 1569 entitled:

**AN ORDINANCE AUTHORIZING THE SALE OF
CERTAIN REAL ESTATE WITHIN RED BUD BUSINESS PARK**

Which, provided by its terms, that it should be published in pamphlet form.

The Pamphlet form of Ordinance No. 1569 including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance posted at the Red Bud City Hall commencing on January 19, 2026 where it will remain for at least ten (10) days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Red Bud, Illinois this 19th day of January, 2026.



Joanne Cowell
City Clerk

ORDINANCE NO. 1569

**AN ORDINANCE AUTHORIZING THE SALE OF
CERTAIN REAL ESTATE WITHIN RED BUD BUSINESS PARK**

WHEREAS, the City of Red Bud established and is owner in fee simple of real estate known as the Red Bud Business Park; and

WHEREAS, the real estate to be sold is more particularly described as follows:

The Subdivision known as Red Bud Business Park is shown in a Plat recorded on January 13, 2026 in Plat Cabinet 7, Jacket 309 in the Recorder's Office of Randolph County, Illinois, and such subdivision being a part of the Southwest Quarter of Section 3 and part of the Northwest Quarter of Section 10, all in Township 4 South, Range 8 West of the Third Principal Meridian, City of Red Bud, Randolph County, Illinois; and

WHEREAS, such lots are subject to Restrictive Covenants as shown in attached Exhibit A to be recorded in the Recorder's Office of the County of Randolph, Illinois; and

WHEREAS, said real estate is vacant and is to be used for Commercial and Industrial purposes; and

WHEREAS, the City of Red Bud are of the opinion that the real estate described herein is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED BUD, ILLINOIS, as follows:

SECTION 1: That the above recitals are hereby made a part of this Ordinance as though written herein verbatim.

SECTION 2: The City Clerk is hereby authorized to publish notice in the North County News, a weekly paper published in the City of Red Bud, for three successive weeks, inviting bids to be submitted for the sale of the real estate described herein with the minimum reserve bids are as follows:

Lot Number	Acres	Minimum Reserve Bids
14	1.03 Acres	\$29,000.00
15	1.39 Acres	\$47,000.00
16	1.13 Acres	\$38,000.00
17	1.56 Acres	\$53,000.00
18	0.82 Acres	\$23,000.00
19	1.68 Acres	\$47,000.00

29	0.91 Acres	\$26,000.00
30	1.03 Acres	\$29,000.00
31	1.47 Acres	\$42,000.00
38	2.62 Acres	\$74,000.00
39	1.91 Acres	\$54,000.00

SECTION 3: The opening of bids shall be held on March 2, 2026 at 6:00 p.m. in the Council Chambers located at City Hall, 200 East Market Street, Red Bud, Illinois 62278 at the regular meeting of the Red Bud City Council.

SECTION 4: The appropriate officials of the City of Red Bud shall carry out all terms and conditions of any agreements in connection to the sale of any lots in the Red Bud Business Park.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage by the City Council, signature by the Mayor, and publication in pamphlet form, as provided by law.

PASSED BY THE CITY COUNCIL this 19th day of January, 2026.

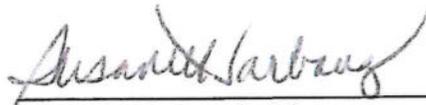
YEAS: B. Parsons, C. Guebert, P. Mueller, J. DeMond, R. Nevois, A. Piel

NAYS: N/A

ABSTAINED: N/A

ABSENT: B. Hanebutt, K. Donjon

APPROVED BY THE MAYOR this 19th day of January, 2026.



 Susan L. Harbaugh, Mayor

ATTEST:



 Joanne Cowell, City Clerk



DocId:8191748

Tx:4173911

RECORDED

01/20/2026 08:18 AM Pages: 5

2026R00193

MELANIE L. JOHNSON CLERK & RECORDER
RANDOLPH COUNTY, ILLINOIS

AUTOMATION FEE	10.69
GIS TREASURER	15.00
GIS COUNTY CLERK FEE	1.00
RECORDING FEE	30.65
RECORDERS DOCUMENT STORAGE	3.66
Total: 61.00	

RESTRICTIVE COVENANTS

**FOR
RED BUD BUSINESS PARK
AS SHOWN BY PLAT RECORDED JANUARY 13, 2026
IN PLAT CABINET 7, JACKET 309
IN THE RECORDER'S OFFICE OF RANDOLPH COUNTY, ILLINOIS,
ALL WITHIN THE CITY OF RED BUD,
COUNTY OF RANDOLPH, STATE OF ILLINOIS.**

The undersigned, City of Red Bud ("City"), being the owner of all of the land described in Exhibit "A", hereby declares that each lot, piece and parcel of Red Bud Business Park shall be subject to the following covenants and restrictions, which are hereby placed against the same and upon the use thereof and shall run with the land.

1. No lot, tract or parcel of land in Red Bud Business Park shall be subdivided into smaller tracts, nor shall any part or parcel of said lot be sold, assigned, conveyed or otherwise disposed of separate from the whole lot.

2. STRUCTURES, PRIOR TO CONSTRUCTION, SHALL FIRST BE APPROVED BY THE CITY VIA A COMMERCIAL BUILDING PERMIT. No construction shall commence until fee simple title has transferred from City to the lot owner(s). Construction shall begin within six (6) months of lot sale closing date and be completed within eighteen (18) months of lot sale closing date. If a lot owner has not commenced or completed construction within these guidelines, the City may purchase the lot back for its original purchase price plus the fair market value of any improvements.

3. Every principal building shall be connected to all available municipal or public utilities. The cost of these connections shall be paid by the lot purchaser in the amount of and at the time that the City requires.

4. At a minimum, the highway frontage or surface area (including garage but excluding roofs) of each building shall be brick or stone. Each building with highway frontage shall be brick or stone with an exterior elevation to be approved by the City depending on individual building plans.

5. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises and no garbage or refuse pile or unsightly objects shall

be allowed to be placed or suffered to remain anywhere on said premises. All such items shall be stored in closed containers and shall be disposed of on a weekly basis, at a minimum.

6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept on the premises except in sanitary containers. All containers, equipment, and incinerators for the storage or disposal of such materials shall be kept in a clean and sanitary condition and disposed of on a weekly basis, at a minimum.

7. Every lot owner shall provide permanent off-street parking facilities for all vehicles owned or used by lot owners or lessors of a lot. No lot owner or lessor of a lot may park any vehicles on the subdivision streets overnight.

8. Easements for installation and maintenance of public and quasi-public utilities and drainage facilities have heretofore been reserved and appear on the plat of the subdivision as shown by the records of the Recorder's Office of Randolph County, Illinois and all conveyances of the lots of said subdivision shall be subject thereto. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the City or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners. The City does further reserve the right, without the consent of the other lot owners, to change, lay out anew, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress and egress to and from an owner's premises, and further, without the consent of the lot owners, to change, lay out anew or discontinue any easement shown on the plan of development as to unsold lots, subject however, to the approval of the City of Red Bud, Illinois, if required. No lot owner may locate any improvement on any easement (including plants, shrubs and trees) and in the event of violation of this covenant, the utility provider shall not be responsible for or subject to any damage if it damages any improvement located on the easement. No structure shall be constructed within the stormwater detention easement without the express written permission of the City of Red Bud. The property owner shall maintain that part of any drainage easement or drainage way lying within the boundary of their property. Maintenance shall be in accordance with the improvement plans as previously approved by the City of Red Bud. If a property owner does not maintain his stormwater detention easement, the City has the right to do so and to bill the property owner for the cost of the maintenance and if unpaid City may place a lien against the property for its cost of maintenance, such lien to supercede in priority any and all mortgages.

9. Upon approval of the final plat of Red Bud Business Park and dedication thereon of all streets and easements, the City of Red Bud and its successors and assigns shall have the exclusive right to grant to others the right to use such easements for purposes granted herein and/or on such plat.

10. Nothing shall be done on the lots to constitute an interference with water run off or rain water from an adjacent lot so as to interfere with proper drainage of any

part of the subdivision as shown on the improvement plans, without prior approval of the City of Red Bud, Illinois following acceptance by the City of the final plat of Red Bud Business Park. All lots shall be so graded and sloped so that a drainage course shall be along the side property lines, equally spaced on both adjoining lots. **DRAINAGE MAINTENANCE IS THE OBLIGATION OF THE LOT OWNER.**

11. Any outside lighting used for the illumination of parking areas, buildings, or for any other purpose, shall be arranged in such a manner that the main beam of light is directed away from neighboring properties. Style and design must be approved by the City.

12. Any violation of these restrictive covenants shall constitute an irreparable damage and harm for which there is no adequate remedy at law and for which an immediate injunction may issue. Upon proof of violation, the violator shall be responsible for and pay all costs, including reasonable attorney fees incurred by the enforcer of these restrictive covenants.

13. These covenants and restrictions shall run with the land, and any conveyance hereafter made of any lot of Red Bud Business Park herein described shall be construed to have been made subject to the same as though these covenants and restrictions were set forth in full in the instrument of conveyance whether or not the same be specifically mentioned therein.

14. If any lot owner in Red Bud Business Park, or any of his or her heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, same may be enforced by any other owner or owners of said lots or by an association of property owners of Red Bud Business Park, if any, by proceeding at law or in equity either to restrain violation or to recover damages.

15. Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

16. If there is a conflict between these restrictive covenants and the City of Red Bud, Illinois zoning laws, the stricter of the two shall govern.

17. All employee and customer parking lots, including road access to said lots, shall be concrete or asphalt. Laydown or storage yards may be rock.

18. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any lot owner, including the City so long as the City owns any lot, to institute proceedings at law or in equity to enforce the provisions of these Restrictive Covenants to restrain the person violating or threatening to violate them,

and to recover damages, actual and punitive, together with reasonable attorney fees, for such violation. No failure on the part of any person or entity with authority to enforce the terms of these Restrictive Covenants immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

IN WITNESS WHEREOF, City of Red Bud has caused this instrument to be executed by Mayor Susan L. Harbaugh and Joanne Cowel, City Clerk, this 19th day of January, 2026.

CITY OF RED BUD

Susan L. Harbaugh
Susan L. Harbaugh, Mayor

ATTEST:

Joanne G. Cowell
Joanne Cowell, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF RANDOLPH)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Susan L. Harbaugh, Mayor, and Joanne Cowell, City Clerk, personally known to me, being the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument of writing 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 19th day of January, 2026



Rebecca A. Cooper
Notary Public

Exhibit A

Red Bud Business Park, as shown by plat recorded January 13, 2026 in Plat Cabinet 7, Jacket 309 in the Recorder's Office of Randolph County, Illinois, all within the City of Red Bud, County of Randolph, State of Illinois, such subdivision being a part of the Southwest Quarter of Section 3 and part of the Northwest Quarter of Section 10, all in Township 4 South, Range 8 West of the Third Principal Meridian, City of Red Bud, Randolph County, Illinois

Subject to all public and private roadways and easements as now located and subject to all zoning laws, covenants, building and set-back lines and restrictions of record.

Permanent Parcel Number: 13-004-019-00 (01-03-300-038)
13-114-002-00 (01-03-300-039)

Property Address: E. Market Street, Red Bud, IL 62278