

RESOLUTION 15-52

**A RESOLUTION AUTHORIZING A CONTRACT
TO PURCHASE LAND FROM THE BOYLAN FAMILY**

WHEREAS, one of the primary duties of the corporate authorities is to ensure the financial stability of the Village, both in the short term and into the foreseeable future, and

WHEREAS, Village finances are highly dependent on the growth and expansion of business opportunities, not only for the land taxes that improved property pays, but often more importantly for the sales taxes that are generated from retail sales, and

WHEREAS, the tax burden imposed on residential property owners and tenants can only be relieved by finding alternative business-generated taxes and revenues, as the current economic situation being debated in Springfield indicates that funding from State resources is likely to stay flat, or even be reduced in the next several years, and

WHEREAS, there are a very few key large parcels of unimproved or under-improved land within and immediately adjacent to the Village which could serve as platforms for greatly increased economic activity, and

WHEREAS, of those parcels, there is really only one property which has the capacity to generate significant economic activity, allow the rebuilding of a road that could greatly reduce congestion on one of the key corners in the Village, provide land for a desperately needed public works facility, and finally serve as a welcoming new example of the best that this Village has to offer to businesses and residents alike, and

WHEREAS, the Village Administrator, with the direction of the Village's long-range plan embodied in the Community Vision Statement and other important input from the Mayor and Board, has negotiated a draft agreement to buy the property owned by members of the Boylan family which comprises approximately 50 acres located to the north of Grimm Road, east of Route 83 and south of Route 173 at a purchase price of \$1,037,500.00, and

WHEREAS, attached hereto as Exhibit A is a copy of the draft agreement presented for approval to the corporate authorities, the same having been drafted and approved in form by the Village Attorney and agreed to by the trustees of the various Boylan-owned trusts that hold legal title to the land, and

WHEREAS, among the initiatives that this proposed land purchase may enable in the future are the following possible projects:

- The rebuilding and reconfiguration of Grimm Road, to allow a safe bypass around the crowded intersection at Routes 83 and 173;
- The construction of a viaduct under the train tracks at Grimm Road to greatly improve the access for public safety vehicles, such as ambulances, fire trucks and police cars;

Village of Antioch, Illinois

- The setting aside of approximately 10 acres for a new public works facility to replace the existing antiquated trailers that are located in the Sequoit Creek floodplain;
- The significant increase of opportunities to expand or locate new auto dealerships or other major retailers within the Village;
- The establishment of additional industrial space to attract modern facilities and the creation of new jobs;
- The preservation and enhancement of a vibrant local economy to protect and preserve existing businesses and local jobs;
- The improvement of access to Lake County Forest Preserve District's Sequoit Creek property located to the south of Grimm Road, potentially spurring development of this land for recreational or other public purposes;
- The provision of sidewalks and trails to provide important links to existing or planned trails and other pedestrian opportunities;
- The ability to help manage and control development in an environmentally sensitive area within the Sequoit Creek watershed, and thereby help to maintain and improve the quality of life, recreational amenities and the overall environment of the Antioch area as well as the surrounding lands, including particularly the waters of Sequoit Creek and the two Loon Lakes; and

WHEREAS, the corporate authorities find that the purchase of this property at this particular point in time is a wise investment into the future of this Village and a means to provide major benefits at a reasonable cost, and that the purchase should be made in order to secure the benefits summarily described hereinabove, and

WHEREAS, the corporate authorities find that the draft contract attached as Exhibit A is in proper form, allows for appropriate due diligence and site investigation, and that the same should be approved in all respects,

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Mayor and Clerk are directed to execute the draft contract attached as Exhibit A hereto immediately upon passage and approval of this Resolution.

SECTION TWO: The Administrator and Finance Director are directed to pay the sum of \$25,000.00 to Realty World Tiffany as the earnest money deposit pursuant to paragraph 6 of the said contract as soon as practical after execution as aforesaid.

SECTION THREE: The Administrator and Staff are directed to commence their investigation of the property under the due diligence provisions described in paragraph 7 of the said contract, and to either retain, or recommend for hire, such professionals as may be necessary to assist in reviewing the property and all related documentation to ensure that the land is, in fact, as suitable as it seems to be at present.

SECTION FOUR: The Administrator and Staff are directed to work up a plan of public incentives to present to the Village Board as soon as practicable, outlining the types of such

incentives that they would recommend be considered, what, if any, supplemental incentives might reasonably be available from the State or Illinois or the federal government, the types of consultants and costs that may be necessary to adopt and implement the same, and all other factors that may bear on such incentives.

SECTION FIVE: The Administrator and Finance Director are directed to work up proposals for financing the purchase of the property, and to present appropriate options to the Village Board as soon as practicable for their consideration and further direction.

SECTION SIX: The Administrator and Staff are further directed to take all actions necessary or helpful toward the implementation of the goals described in this Resolution, and to closing this transaction, provided the land passes all necessary due diligence steps.

SECTION SEVEN: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 1ST DAY OF JUNE, 2015.

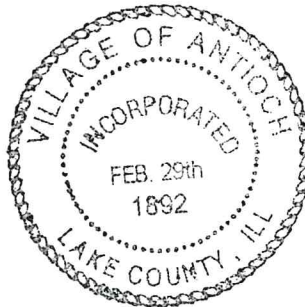
ATTEST:



LAWRENCE M. HANSON, MAYOR



LORI K. FOLBRICK, VILLAGE CLERK



CONDITIONAL OFFER TO PURCHASE REAL ESTATE

FOR AND IN CONSIDERATION of the mutual undertakings of the parties as set forth herein below, the Buyer, THE VILLAGE OF ANTIOCH, a municipal corporation of the State of Illinois, offers to purchase the real property described herein from the Sellers, Kevin W. Boylan, as trustee of the KEVIN W. BOYLAN TRUST UNDER TRUST AGREEMENT DATED FEBRUARY 22, 2006 and Diane E. Sartini, David D. Boylan and Kevin Boylan, as co-successor trustees of the DONALD B. BOYLAN TRUST dated May 24, 1995 (and/or the owner of record) upon the terms and conditions set forth hereinbelow:

1. **PROPERTY:** The property to be conveyed consists of multiple adjoining parcels located on and south of Illinois Highway 173, north of Grimm Road and east of Illinois Highway 83 in unincorporated Antioch Township, Lake County, Illinois, which parcels include at least the following PIN numbers:

PIN 0217400045
PIN 0217400046
PIN 0217400049
PIN 0217400050
PIN 0217400028
PIN 0217400003

- a. The parties reserve the right to insert a correct and complete legal description.
- b. The property is listed with Realtor Jack Fields, of Realty World Tiffany and may include more or fewer parcels, all of which are purported to add up to approximately 50 acres, plus or minus, and as such, the parties reserve the right to modify the foregoing list of PIN numbers accordingly to effectuate the eventual sale of all properties owned by the Sellers within the areas bounded by the said roads; provided that said adjustment is to be accomplished prior to presentation of this to the Village Board as described in section 2 hereinbelow.

2. **PUBLIC APPROVAL PROCESS:** The Buyer, as an Illinois municipality, is required to act through an official ordinance or resolution of the Village Board, voted on in public session, pursuant to all applicable statutes and local ordinances. This offer is strictly conditioned upon the final approval of the Village Board in open session, and until such approval is granted, this document is a mere statement of intent of Village staff and is completely non-binding on the parties. Once approved by the Village Board, and executed by the Sellers, this document shall become a binding contract for the sale of the lands described herein.

3. **PROPERTY CONDITION:** The property is currently vacant farmland

4. **WETLANDS:** The Buyer is familiar with the topography of the land, including any and all wetland areas and accepts the same in its current condition without further study.

5. **ENVIRONMENTAL:** The Sellers represent and warrant that there are no buried storage tanks or any other environmental hazards located on the property, and that Sellers have not received any notice from any governmental agency of any environmental hazards, toxic

chemicals or other environmental contaminant. This representation and warranty shall survive the closing and shall not merge into the deed.

6. **PRICE:** The purchase price will be \$1,037,500.00. Buyer will, within 5 business days following final approval of the contract in open session of the Village Board as described in section 2 hereinabove, and upon the Sellers' acceptance of this contract, deposit the sum of \$25,000.00 with the Broker (Realty World Tiffany) as earnest money to be applied toward the purchase price at the closing. The Broker shall hold the earnest money in trust for the benefit of the parties hereto. The entire balance of the purchase price (adjusted for prorations) will be paid at closing via cashier's check, certified check or official check issued by the title insurer.

7. **DUE DILIGENCE:** This transaction is expressly conditioned upon the demonstration to reasonable civil engineering and environmental science certainty that the property is environmentally safe and clean, the Buyer reserves the right to declare this contract null and void and/or to renegotiate the purchase price with Sellers at their sole option.

- a. Buyer shall have until December 1, 2015 in which to perform physical due diligence testing for environmental, soils, wetlands and engineering. Sellers and their agents shall provide access to the property at all times and shall share whatever maps, plats, diagrams, testing data, Letters of Map Amendment, wetland delineation documents and all other written or empirical information it has available to it with the Buyer and his engineers. Buyer, its engineers and agents shall not perform any invasive testing or damage the site in any way without prior notice to, and approval of, Sellers.
- b. Buyer is informed that prior site evaluations were done by an environmental testing company, and Sellers agree to promptly provide a complete set of all reports, testing data and related documentation in their possession to the Buyer upon acceptance of this as a contract pursuant to the provisions of Section 2 hereinabove. Should Sellers be unable to locate the prior environmental tests and/or reports Sellers shall notify Buyer within ten days after the execution of this contract. Buyer shall then obtain any environmental testing Buyer deems necessary during its due diligence period and Sellers agree to reimburse Buyer the sum of one-thousand five-hundred (\$1,500.00) at closing towards the cost of said tests and/or reports.
- c. If Buyer shall not provide notice to Sellers on or prior to December 1, 2015 that a problem exists relative to one or more of the conditions of the property (or within any extension of those periods that may be granted by the Sellers), that condition shall be deemed to be waived by the Buyer.

8. **PUBLIC INCENTIVES:** The parties acknowledge that this transaction is primarily intended to spur economic development in the property, and in surrounding areas within the municipality, and that the Village intends to utilize all, or part, of the due diligence period to pursue establishment of a TIF district or other economic incentive plan for the lands. As such, the Sellers agree to promptly cooperate in serving as petitioner and in executing any and all petitions or other documents that the Village may furnish to it which the Village deems to be necessary or helpful toward that general goal, provided that Sellers shall not be required to expend any funds of its own in that process.

9. **CLOSING:** The closing shall occur December 23, 2015 or on such other date as may be set by the subsequent agreement of the parties. The closing shall be held at the office of

the title insurer and shall be in standard deed and money escrow form, with the cost of the escrow closing to be borne by the parties equally.

10. **POSSESSION:** Possession shall be delivered at closing, and the property shall be completely free of debris or other materials. If Sellers shall fail to tender possession at closing, and Buyer elects to proceed to close, Sellers shall pay the sum of \$200.00 per day to Buyer as liquidated damages for Buyer's financial losses incurred as a result of the failure to tender possession. The property will be clear of personal property at the time of closing, however any brush, landscaping or other naturally occurring environmental debris, including but not limited to trees, leaves, branches, grass, straw, etc. will not be removed by Sellers nor will Sellers be obligated to remove same. In addition, any holdover by the Seller shall not create a tenancy, but shall entitle Buyer to an immediate order of possession either in an action for ejectment or in an action brought under the Illinois Forcible Entry and Detainer Act.

11. **PRORATIONS:** Standard prorations for taxes shall be made at closing. Sellers shall give Buyer a credit for the 2015 real estate taxes based on 105% of the 2014 tax bill, and all prior years' taxes shall be paid by Sellers at closing if not sooner. All prorations shall be final.

12. **SURVEY:** Buyer agrees to accept the ALTA/ACSM LAND TITLE SURVEY prepared by Manhard Consulting, Ltd., dated February 22, 2007.

13. **DEED:** The deed shall be by recordable warranty deed or trustee's deed conveying good and merchantable fee simple absolute title to the entire property, subject only to taxes for the year 2015 and thereafter, and covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

14. **EASEMENTS:** Sellers represent and warrant that there are no recorded easements for roads, drain tile, feeders or laterals are on the subject property other than disclosed to Buyer and described generally as the easements for Illinois Highway 173, Illinois Highway 83, Grimm Road and the right of way of the Canadian National Railroad. This representation and warranty shall survive the closing and shall not merge into the deed.

15. **TITLE:** Buyer's title shall be insured by a title insurance company licensed to transact business in the State of Illinois, in the full amount of the purchase price, and a commitment issued after the date of this contract from such company shall be provided by Sellers' attorney to Buyer's attorney not less than seven (7) calendar days prior to the closing. The commitment shall show only the exceptions permitted under item 11 above, and if any unpermitted exceptions are shown, the Sellers shall cause the same to be cured and removed from title at or prior to closing.

16. **AFFIDAVIT OF TITLE:** Sellers shall provide Buyer with an affidavit of title in the customary form at closing, demonstrating that Sellers have caused no undisclosed liens or claims to attach to the property to be conveyed after the effective date of the title insurance commitment.

17. **ZONING:** Sellers represent and warrant that it has received no notices from any governmental unit claiming that any zoning or other ordinance violations exist on the property to be conveyed. This representation and warranty shall survive the closing and shall not merge into the deed.

18. **REPORTING:** The parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Procedures Act of 1976, as amended.

19. **PERFORMANCE:** Time is of the essence of this contract. In the event of a default by Sellers or Buyer, the parties are free to pursue any legal remedies at law or in equity that may be available to them. The party that substantially prevails in any litigation shall be entitled to recover his, hers or its reasonable attorneys' fees from the other party, and such an award, if any, shall be incorporated into any judgment issued by a court of competent jurisdiction.

20. **VENUE:** The Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, shall be the sole and exclusive court with jurisdiction and venue over the parties and the subject matter of this Contract.

21. **BROKERS:** The parties hereto represent and warrant to each other that Jack Fields of Realty World Tiffany is the only Broker involved in this transaction, that he is working as the Sellers' agent pursuant to a separate agreement and that no other broker or other middleman is entitled to any commission based on this transaction, and for that reason, the parties agree to indemnify and hold each other harmless of and from any claim for broker's commission or finder's fee that may be brought at any future time from any other broker or middleman. This provision shall survive the closing and shall not merge into the deed.

22. **NOTICES:** Notices shall be given to Buyer in writing by email, fax or certified mail. Notices shall be effective on the date of transmission by fax or on the date affixed to the certified mail by the United States Postal Service. Notices shall be sent as follows:

Buyer: Village of Antioch
James J. Keim, Administrator
874 Main Street
Antioch, IL 60002
fax: 847-395-1920
email: jkeim@antioch.il.gov

With a copy to: Robert J. Long, Attorney
Daniels, Long & Pinsel, LLC
19 North County Street
Waukegan, IL 60085
fax: 847/406-4422
email: rlong@dlplawyers.com

Sellers: Kevin Boylan
[REDACTED]
[REDACTED]
Email: [REDACTED]

David Boylan
[REDACTED]
[REDACTED]

Email: [REDACTED]

~~Julie Ann Jelinek-Pierson~~

Diane Sartini

[REDACTED]

[REDACTED]

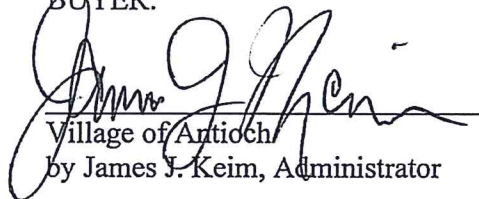
Email: [REDACTED]

With a copy to:

Julie Ann Jelinek
Law Offices of Julie Ann Jelinek-Pierson, Ltd.
919 Toft Avenue
Antioch, Illinois 60002
Fax: 847-395-4108
Email: juliejelinek@sbcglobal.net

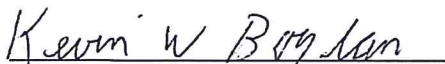
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth after their names:

BUYER:

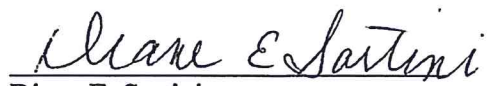

Village of Antioch
by James J. Keim, Administrator

Date: 5/20/15, 2015

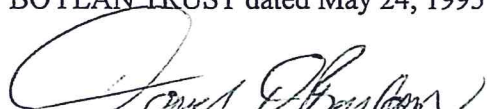
SELLERS:


KEVIN W. BOYLAN TRUST
UTA dated 2/22/2006

Date: _____, 2015


Diane E. Sartini, as co-successor
trustee of the DONALD B.
BOYLAN TRUST dated May 24, 1995

Date: 26 May, 2015


David D. Boylan, as co-successor
trustee of the DONALD B.
BOYLAN TRUST dated May 24, 1995

Date: _____, 2015

Kevin Boylan
Kevin Boylan, as co-successor
trustee of the DONALD B.
BOYLAN TRUST dated May 24, 1995

Date: 5/20/15, 2015

CONTRACT CONFIRMED, on this 1 day of June, 2015, following approval of a resolution
by the Village Board of Trustees, Village of Antioch, Lake County, Illinois:


LAWRENCE M. HANSON
Mayor

Attest:

Lori M. Folbrick
LORI M. FOLBRICK
Village Clerk

