

RESOLUTION 15-62

**A RESOLUTION AUTHORIZING A CONTRACT
TO PURCHASE LAND FROM ROBERT DIAZ**

WHEREAS, Robert Diaz owns a property located at 427 Orchard Street, and

WHEREAS, the said property is improved with an older frame house and garage, both of which are in rough condition, and the *ad valorem* taxes on the property are in arrears, and

WHEREAS, the property is immediately adjacent to the police station, and

WHEREAS, due to the condition of the property, it is available for purchase at a reasonable price, and, following demolition of the structures on the land, it would be ideal for an expansion of the parking area needed for police operations, and

WHEREAS, the Administrator and Village Attorney have negotiated a draft contract with Mr. Diaz in the form attached as Exhibit A hereto, following directions of the Village Board in closed session, and

WHEREAS, the Village Board finds that purchasing the property at the gross price of \$35,000.00, and subject to the terms and conditions of the Exhibit A draft contract is appropriate and in the best interests of the Village and its taxpayers,

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 \$35,000.00 to Robert Diaz upon the closing of the property purchase, subject to credits, prorations and the remaining terms and conditions of the Exhibit A contract.

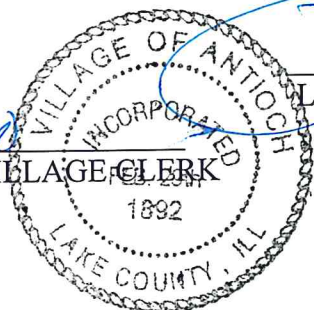
SECTION THREE: The Administrator and Staff are further directed to take all actions necessary or helpful toward the implementation of the goals described in this Resolution, and to closing this transaction.

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

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 20 DAY OF JULY, 2015.

ATTEST:


LORI K. FOLBRICK, VILLAGE CLERK




LAWRENCE M. HANSON, MAYOR

TCOB The Law Offices Of
**Thomas C.
O'Brien**

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Licensed in Illinois and Wisconsin
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Wisconsin Office
10015 278th Avenue
Trevor, WI 53179

McHenry Office
1212 N. Seminary Drive
Woodstock, IL 60098

June 29, 2015

Robert J. Long, Esq.
19 N. County Street
Waukegan, IL 60085 via your fax 847-406-4422

RE: 427 Orchard Street, Antioch; Robert Diaz Trust to Village of Antioch

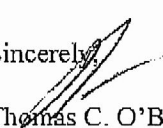
Dear Mr. Long:

Attached please find our counter to your offer, I met with Mr. Diaz over the weekend and obtained his signature as indicated.

Please let me know if we can proceed on this basis. The only other change was as to your request to use 105% for the 2015 proration. 100% is fair.

I look forward to closing this with you.

Sincerely,


Thomas C. O'Brien, Esq.

TCOB/kll

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Web-site: www.tomobrienlaw.com

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 Seller, ROBERT DIAZ, TRUSTEE OF THE ROBERT DIAZ TRUST DATED SEPTEMBER 24, 2014 (and/or the owner of record) upon the terms and conditions set forth hereinbelow:

1. **PROPERTY:** The property to be conveyed is commonly known as 427 Orchard Street, Antioch, Illinois, and is legally described as follows:

Lot 6 in Simon's Addition to Antioch, being a Subdivision of Part of the North Half of the Southwest Quarter of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded June 6, 1887 as Document No 35819, in Book "A" of Plats, Page 62, in Lake County, Illinois,

PIN 02-08-302-007.

a. The property is not listed with any broker or real estate agent, and is not offered for sale to the public generally.

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 Seller, this document shall become a binding contract for the sale of the lands described herein.

3. **PROPERTY CONDITION:** The property is improved with a single-family residence and garage, both in rough condition due to deferred maintenance.

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 Seller represents and warrants that there are no buried storage tanks or any other environmental hazards located on the property, and that Seller has 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.

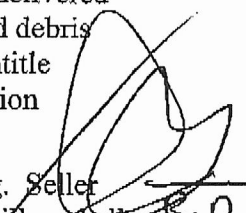
6. **PRICE:** The purchase price will be ~~\$32,500.00~~ ^{\$35,000}. Buyer will, within 5 business days following final approval of the contract in open session of the Village Board as described in section 2 hereinabove, and upon the Seller's acceptance of this contract, deposit the sum of \$2,500.00 with the Village Attorney as earnest money to be applied toward the purchase price at the closing. The Village Attorney 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 Seller at his sole option.

- a. Buyer shall have until August 3, 2015 in which to perform physical due diligence testing for environmental, soils, wetlands and engineering. Seller and its 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, Seller.
- b. If Buyer shall not provide notice to Seller on or prior to August 3, 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 Seller), that condition shall be deemed to be waived by the Buyer.

8. **CLOSING:** The closing shall occur August 14, 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.

9. **POSSESSION:** Possession shall be delivered at closing, and the exterior of the property shall be completely free of debris or other materials. Seller may leave common debris inside the house and garage, so long as it is not explosive or more flammable than ordinary paper. Seller shall not add more debris to the material existing on the property at present. If Seller shall fail to tender possession at closing, and Buyer elects to proceed to close, Seller 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. Further, if the premises are not delivered clean condition, Seller shall be obligated to pay to Buyer the actual cost of cleaning and debris removal. 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.

10. **PRORATIONS:** Standard prorations for taxes shall be made at closing. Seller shall give Buyer a credit for the 2015 real estate taxes based on ^{100%}~~105%~~ of the 2014 tax bill, and all prior years' taxes shall be paid by Seller at closing if not sooner. All prorations shall be final. 

11. **SURVEY:** Seller has provided a plat of survey of the entire property prepared on August 20, 1992 by James R. Dietz. Seller shall provide an affidavit of survey in standard form at closing, affirming that the said survey accurately shows all improvements currently on the property.

12. **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.

13. **EASEMENTS:** Seller represents and warrants 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 Orchard Street and public utilities. This representation and warranty shall survive the closing and shall not merge into the deed.

14. **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 Seller's 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 Seller shall cause the same to be cured and removed from title at or prior to closing.

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

16. **ZONING:** Seller represents and warrants that it has received no notices from any governmental unit (other than the Village of Antioch) 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.

17. **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.

18. **PERFORMANCE:** Time is of the essence of this contract. In the event of a default by Seller 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.

19. **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.

20. **BROKERS:** The parties hereto represent and warrant to each other no Brokers are involved in this transaction, 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.

21. **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

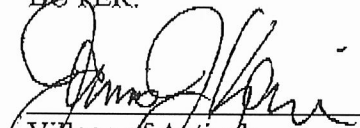
With a copy to: Robert J. Long, Attorney
Daniels, Long & Pinsel, LLC
19 North County Street
Waukegan, IL 60085
fax: 847/406-4422
email: rlong@dlplawyers.com

Sellers: Robert Diaz

With a copy to: Thomas C. O'Brien
950 Main Street
Antioch, IL 60002
fax: 847-838-1101
email: tom@tomobrienlaw.com

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

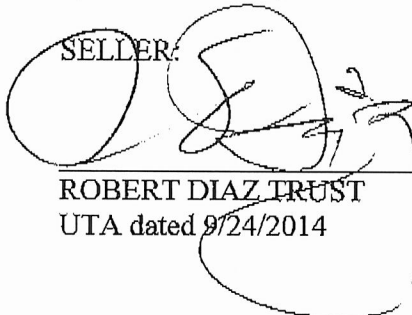
BUYER:



Village of Antioch
by James J. Keim, Administrator

Date: 6/2/15, 2015

SELLER:



ROBERT DIAZ TRUST
UTA dated 9/24/2014

Date: 6-27-15, 2015