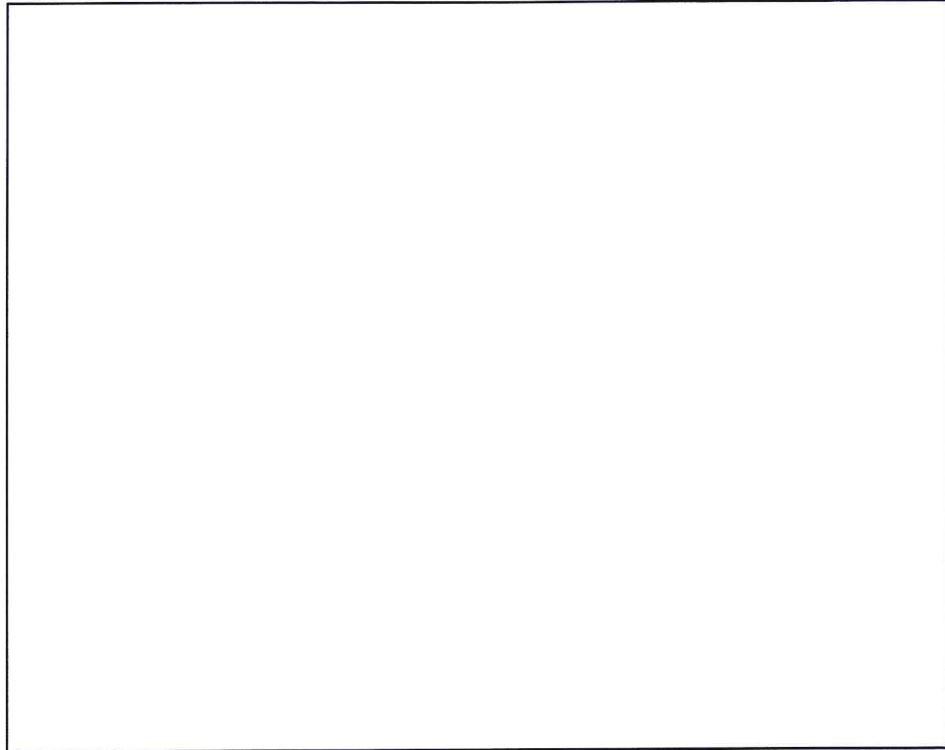


Prepared by and  
Mail to:  
Robert J. Long  
19 N. County St.  
Waukegan, IL 60085



**A RESOLUTION VACATING HEARTLAND PARK IN CLUBLANDS SUBDIVISION**

**WHEREAS**, the Clublands of Antioch Homeowners Association has previously petitioned the Village seeking the vacature of a small park located within their subdivision, and

**WHEREAS**, the property in question is a platted park which has been continuously maintained by the Petitioner since the bankruptcy of Neumann Homes, Inc., and

**WHEREAS**, the Village held public meetings on the said petition and received no objections or comments from neighbors or other citizens, and

**WHEREAS**, the Village Board's primary concern in this, as in many small neighborhood parks, is to ensure public access to the parcel and to see that it is duly maintained and perpetually open as an area for public recreation, and

**WHEREAS**, the Village Board finds that the unique nature of the demise of Neumann Homes led to a series of unusual occurrences within the Clublands Subdivision, and the murky nature of ownership and responsibility for maintenance of a number of parcels, such as the small park involved herein, is among those things, and

**WHEREAS**, the Village Board finds that the said property is surplus land which is better suited to a public use under the maintenance and ownership of the Petitioner, which has a more direct need for the property than the citizens generally, as well as a more direct need to see that the property is well-maintained, and

**WHEREAS**, the Village Board further finds that the Petitioner has the financial ability to maintain this property as a public space in perpetuity, and

**WHEREAS**, the Petitioner has offered to enter into an agreement providing for the perpetual maintenance of the property as a publicly open park area in the form attached as Exhibit A hereto, and

**WHEREAS**, a draft deed of vacature is attached as Exhibit B hereto,

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

**SECTION ONE:** The Village hereby vacates the following parcel of property to the Clublands of Antioch Homeowners Association:

CLUBLANDS OF ANTIOCH-PHASE 2 SUBDIVISION; TOT-LOT 1, being a subdivision of part of the Northeast ¼ of Section 22 and the Southeast ¼ of Section 15, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 2004 as Document Number 5607281, in Lake County Illinois.

PIN: 0222205002 (Heartland Park)

**SECTION TWO:** The vacature of this land is expressly subject to and conditioned upon strict compliance with the terms and conditions described and contained within the Exhibit A agreement, and the Mayor and Clerk are authorized and directed to execute the same.

**SECTION THREE:** The Mayor and Clerk are hereby authorized and directed to execute the deed to the Petitioner in the form attached hereto as Exhibit B.

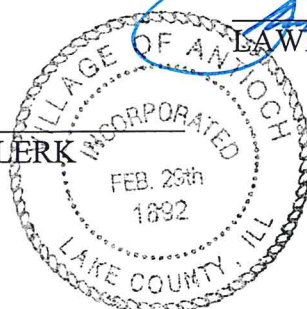
**SECTION FOUR:** The Lake County Recorder of Deeds is requested to permit the recording of this resolution and its attached deed upon presentation within three (3) months of the date of this resolution.

**SECTION FIVE:** This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS 21<sup>ST</sup> DAY OF NOVEMBER, 2016.

ATTEST:

  
\_\_\_\_\_  
LORI K. ROMINE, VILLAGE CLERK



  
\_\_\_\_\_  
LAWRENCE M. HANSON, MAYOR

**AGREEMENT REGARDING  
TRANSFER OF HEARTLAND PARK**

This AGREEMENT REGARDING TRANSFER OF HEARTLAND PARK (this "**Agreement**") is made as of November 21, 2016, by and between the VILLAGE OF ANTIOCH (the "**Village**") and the CLUBLANDS OF ANTIOCH Homeowners Association, an Illinois not-for-profit corporation (the "**HOA**").

**RECITALS:**

Village is the owner of Heartland Park, which is legally described in Exhibit "A";

The HOA is the association organized pursuant to the certain Declaration of Covenants, Conditions, Easements and Restrictions for Clublands of Antioch Homeowners Association dated January 5, 2005 and recorded in the office of the Recorder for Lake County, Illinois as Document No. 5469732 (the "**Declaration**").

The HOA has requested that the Village convey to the HOA Heartland Park and, on the terms and conditions hereof, Village has agreed to convey Heartland Park to the HOA.

Therefore, the parties agree as follows:

1. Agreement to Convey. On the terms and conditions of this Agreement, VILLAGE agrees to convey to the HOA and the HOA agrees to accept fee title to Heartland Park.

2. Conditions to Closing.

(a) The HOA's obligation to consummate the transaction described and governed by this Agreement is subject to the following conditions:

(i) The HOA shall maintain Heartland Park as a public park;

(ii) No action, suit or proceeding shall exist as of the Closing Date which seeks to restrain or prohibit VILLAGE from conveying Heartland Park; and

(iii) VILLAGE shall have made all deliveries which VILLAGE is required to make under Section 4.

(b) VILLAGE's obligation to consummate the transaction described in and governed by this Agreement is subject to the following conditions:

(i) No action, suit or proceeding shall exist as of the Closing Date which seeks to restrain or prohibit VILLAGE from conveying Heartland Park;

(ii) The HOA shall have made all deliveries the HOA is required to make under Section 3.



3. Closing and Possession.

(a) The closing of the transaction contemplated hereby (the "**Closing**") shall take place in the offices of HOAs counsel in Mundelein, Illinois or in such other place which may be mutually agreed upon by the parties and shall be on a date designated by VILLAGE in a notice to the HOA, which date shall be no earlier than five (5) days after such notice (the "**Closing Date**");

(b) At Closing, VILLAGE shall deliver a Deed of Vacature transferring its interest in Heartland Park to the Association (the "**Deed**");

4. Representations and Warranties.

(a) VILLAGE represents and warrants to the HOA that:

(i) VILLAGE has all requisite power, authority and legal right to execute, deliver and perform the terms of this Agreement. This Agreement constitutes a valid and legally binding obligation of VILLAGE enforceable in accordance with its terms.

(ii) No consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with VILLAGE's execution and delivery of this Agreement or VILLAGE's consummation of the transactions contemplated by this Agreement that has not been heretofore obtained. The consummation of the transactions contemplated by this Agreement will not result in a breach of, nor constitute a default under, any mortgage, deed of trust, bank loan, credit agreement or other instrument to which VILLAGE is a party or by which VILLAGE may be bound.

(b) The HOA represents and warrants to VILLAGE, that:

(i) The HOA is a duly organized and validly existing not-for-profit corporation under the laws of the State of Illinois and has all requisite power, authority and legal right to execute, deliver and perform the terms of this Agreement. This Agreement constitutes valid and legally binding obligations of the HOA enforceable in accordance with its terms.

(ii) No consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with the execution or delivery of this Agreement or the consummation of this transaction by the HOA other than those consents, approvals and authorizations which will have been obtained by Closing.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE HOA ACKNOWLEDGES AND AGREES THAT VILLAGE HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY

REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF HEARTLAND PARK, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY SERVING, SUPPORTING OR AFFECTING THE HEARTLAND PARK, (B) THE SUITABILITY OF HEARTLAND PARK FOR ANY AND ALL ACTIVITIES AND USES WHICH THE HOA MAY CONDUCT THEREON, (C) THE COMPLIANCE OF HEARTLAND PARK WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF HEARTLAND PARK, OR (E) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE EXISTENCE IN OR ON HEARTLAND PARK OF HAZARDOUS MATERIALS OR (F) ANY OTHER MATTER WITH RESPECT TO HEARTLAND PARK; AND THE HOA HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIM BASED ON ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO MAKE ANY CLAIM AGAINST VILLAGE BASED ON THE VIOLATION OF ANY ENVIRONMENTAL LAWS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF VILLAGE IS AUTHORIZED TO MAKE, AND BY EXECUTION OF THIS AGREEMENT, THE HOA HAS NOT RELIED UPON ANY, REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING HEARTLAND PARK OR THE TRANSACTION CONTEMPLATED HEREIN FROM ANY SUCH PERSON; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF VILLAGE SHALL BE VALID OR BINDING UPON VILLAGE UNLESS EXPRESSLY SET FORTH HEREIN. THE HOA FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE HEARTLAND PARK, THE HOA IS RELYING SOLELY ON ITS OWN INVESTIGATION OF HEARTLAND PARK AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY VILLAGE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE HOA FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF HEARTLAND PARK AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS - WHERE IS" BASIS WITH ALL FAULTS.

(d) THE REPRESENTATIONS AND WARRANTIES MADE IN SECTIONS 4(a) AND 4(b) AND THE PROVISIONS OF SECTION 4(c) SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED WITH THE DEED.

5. Notices.

All notices permitted or required pursuant to this Agreement shall be in writing and shall be deemed properly given upon receipt if delivered personally, or on the



following Business Day after deposit with FedEx or other nationally recognized overnight express courier "next business day" delivery and addressed to the party to whom such notices are intended as set forth below (or at such other address as such party may specify from time to time by notice to the other parties):

If to the VILLAGE:                    Robert J. Long  
   Attorney at Law  
   Daniels, Long & Pinsel, LLC  
   19 North County Street  
   Waukegan, IL 60085

If to the HOA:                            Pamela J. Park  
   Attorney at Law  
   Kovitz Shifrin Nesbit  
   175 North Archer Avenue  
   Mundelein, IL 60060-2301

with a copy to:                            Foster Premier, Inc.  
   750 W. Lake Cook Road, Suite 190  
   Buffalo Grove, IL 60089

6.     Release.

(a)     In consideration of the agreements of VILLAGE contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the HOA, on behalf of itself and its successors and assigns, and its present and former members, directors, officers, agents, and other representatives (the HOA and all such other Persons being hereinafter referred to collectively as the "**Releasing Parties**") and individually as a "**Releasing Party**", hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges VILLAGE, and its successors and assigns, and its present and former shareholders, parent entities, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (VILLAGE and all such other Persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever, including without limitation, any claims or liabilities of VILLAGE or any other Releasee under the Declaration whether as an Owner or as assignee of the Declarant (as Owner and Declarant are defined under the Declaration) (individually, a "**Claim**" and collectively, "**Claims**") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which the HOA or any of its or his

successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement.

(b) Releasing Parties understand, acknowledge and agree that the release set forth above may be pleaded as a full and complete defense to any Claim and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Releasing Parties each agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the limited release set forth above.

(d) Each of the Releasing Parties hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by the HOA pursuant to this Section 7. If any Releasing Party violates the foregoing covenant, the HOA, for themselves and its successors and assigns, and its present and former members, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, heirs, legal representatives and other representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

(e) The release and covenant not to sue set forth in this Section 7 shall survive Closing and shall not be merged with the Deed.

7. Cooperation. The Board of the HOA will not object to any efforts by VILLAGE to cause the termination of the second series of special service area bonds currently in effect with respect to the Subdivision. The foregoing covenant shall survive Closing and shall not be merged with the Deed.

8. Miscellaneous.

(a) The paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

(b) All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement and the Easement Agreement constitute the entire agreement between the parties hereto with respect to the conveyance Heartland Park and supersedes any and all other prior agreements and understandings, whether written or oral, formal or informal.



(c) This Agreement shall be governed by the laws of the State of Illinois.

(d) This Agreement may not be assigned by the HOA.

(e) In the event that any term or provision of this Agreement shall be held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(f) Time is of the essence of this Agreement.

(g) In the event of a dispute between the parties hereto with respect to the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees, costs, and expenses incurred in connection therewith.

(h) The parties agree that all disputes, claims, demands, litigation and other actions for relief under or with respect to this Agreement shall be brought exclusively in a court within Lake County, Illinois, and each party agrees that it shall not assert that any such court is an inconvenient forum.

(i) Neither this Agreement nor any memorandum hereof shall be recorded by the HOA.

(j) This Agreement may be executed in separate counterparts which shall be deemed to constitute full offer and acceptance when counterparts are exchanged among all the parties to this Agreement. This Agreement may only be amended by a written instrument executed by all the parties. Counterpart signatures on this Agreement or on any written amendment of this Agreement shall be considered validly delivered if sent to, and received by, the intended recipient by email in .pdf format and actually received by the intended recipient.

(k) The obligations of the parties under this Agreement including Surviving Obligations, if applicable, that are to be performed subsequent to Closing shall not be merged into the Deed and shall survive the Closing.

**[The remainder of this page intentionally left blank; signature page follows.]**

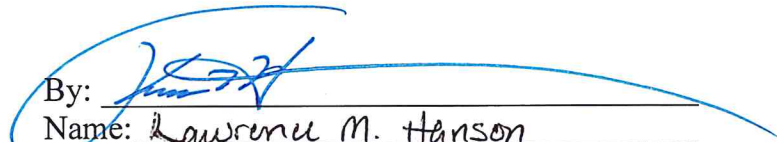


IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sales Agreement as of the date first above written.

**THE CLUBLANDS OF ANTIOCH  
HOMEOWNERS ASSOCIATION,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF ANTIOCH**

By:   
Name: Lawrence M. Hanson  
Title: Mayer

**EXHIBIT A**

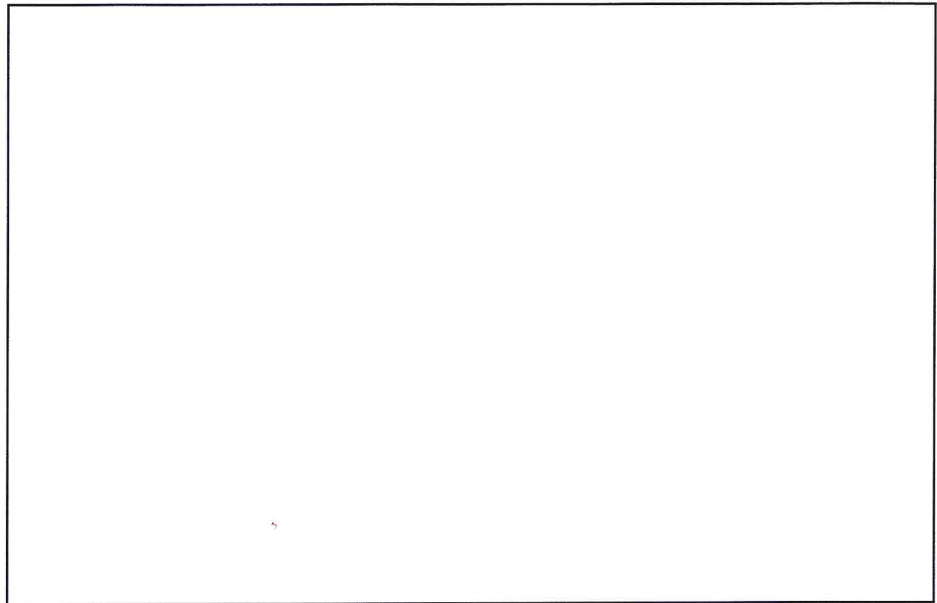
**HEARTLAND PARK**

CLUBLANDS OF ANTIOCH-PHASE 2 SUBDIVISION; TOT-LOT 1, being a subdivision of part of the Northeast  $\frac{1}{4}$  of Section 22 and the Southeast  $\frac{1}{4}$  of Section 15, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 2004 as Document Number 5607281, in Lake County Illinois.

PIN: 0222205002 (Heartland Park)



MAIL TO:  
PAMELA J. PARK  
175 North Archer Ave.  
Mundelein, IL 60060



**DEED OF VACATURE**

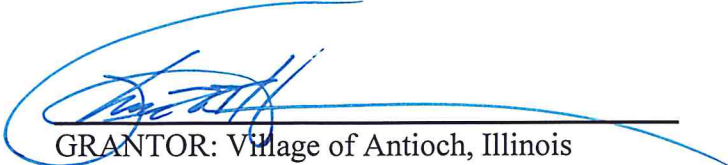
**THE GRANTOR, THE VILLAGE OF ANTIOCH**, a municipal corporation and body politic of the County of Lake, State of Illinois, for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid, pursuant to the Laws of the State of Illinois and the Ordinances of this Village does hereby **QUITCLAIM, GRANT and CONVEY** to **CLUBLANDS OF ANTIOCH HOMEOWNERS ASSOCIATION, GRANTEES** of the Village of Antioch, County of Lake, State of Illinois, the following described Real Estate situated in the County of Lake, in the State of Illinois, to-wit:

CLUBLANDS OF ANTIOCH-PHASE 2 SUBDIVISION; TOT-LOT 1, being a subdivision of part of the Northeast ¼ of Section 22 and the Southeast ¼ of Section 15, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 2004 as Document Number 5607281, in Lake County Illinois. PIN: 0222205002 (Heartland Park)


THIS CONVEYANCE IS STRICTLY SUBJECT TO AND CONDITIONED UPON THE FOLLOWING TERMS AND CONDITIONS:

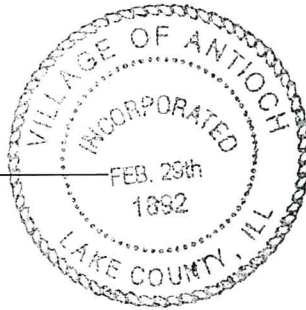
1. An easement in perpetuity is hereby reserved in favor of the Village of Antioch, Illinois, its agents, servants and employees for installation and maintenance of any and all underground utilities, including, but not limited to water lines, sanitary sewer lines and storm sewers which may be in the area;
2. Heartland Park shall be maintained as a public park that shall be open for the public's use and enjoyment;
3. These Covenants shall be enforceable by each of the Grantees, their heirs, successors and assigns, and by the Village, and, if enforced in equity or at law by the Village, any Grantee or successor thereto who shall violate any of these covenants shall be liable to the Village for

any and all expenses, including attorneys' fees and costs incurred in such an enforcement action.

  
GRANTOR: Village of Antioch, Illinois  
by: Lawrence M. Hanson, Village Mayor

ATTEST:

  
Lori K. Romine, Village Clerk  
Village of Antioch, Illinois



Clublands of Antioch Homeowners Association  
Name of Grantee

Pamela J. Park, Attorney for Association  
175 N. Archer Ave., Mundelein IL 60060



STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF LAKE            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence M. Hanson and Lori K. Romine, 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.

Given under my hand and notarial seal this 22<sup>nd</sup> day of November, 2016.



Rachel M. Alcozer  
NOTARY PUBLIC

State of Illinois  
DEPARTMENT OF REVENUE  
STATEMENT OF EXEMPTION UNDER REAL ESTATE TRANSFER TAX ACT

I hereby declare that the attached deed represents a transaction exempt under provision of Paragraph E, Section 4, of the Real Estate Transfer Tax Act.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Buyer-Seller or their Representative