

VILLAGE OF ANTIOCH

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19-03-14

***AN ORDINANCE APPROVING THE PURCHASE OF LAND  
FROM THE WISNIEWSKI FAMILY  
AND RATIFYING A DRAFT CONTRACT THEREFOR***

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

MARCH 27, 2019

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Published in pamphlet form by authority of the Village Board  
of the Village of Antioch, Lake County, Illinois,  
this 29<sup>th</sup> day of March, 2019.

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LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
LORI K. ROMINE	Clerk	JERRY T. JOHNSON	Trustee
ROBERT J. LONG	Attorney	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
		SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

**ORDINANCE 19-03-14**

**AN ORDINANCE APPROVING THE PURCHASE OF LAND  
FROM THE WISNIEWSKI FAMILY  
AND RATIFYING A DRAFT CONTRACT THEREFOR**

**WHEREAS**, the Village Board previously approved a resolution authorizing the purchase of land from the Wisniewski family located south of Highway 73 and east of Madison Avenue pursuant to a draft contract, and

**WHEREAS**, the owners have asked that certain modifications to that draft contract be made, as reflected in the revised contract attached as Exhibit A hereto, and

**WHEREAS**, a commitment for title insurance was obtained by the Village Attorney, and a true copy of the same is attached as Exhibit B hereto, and

**WHEREAS**, the revised contract terms obligate the Village to purchase the land for a gross price of \$10,000.00, net of current and prior years' taxes and with the Village to pay all costs of closing, and

**WHEREAS**, the purchase of this land for corporate and public purposes is authorized by and is consistent with 65 ILCS 5/2-2-12, and

**WHEREAS**, the Village Board finds that purchasing this property at the stated price is in the best interests of the Village and its citizens, ensuring that the same is protected and preserved, that the wetlands on the property continue to provide stormwater detention and protect adjoining properties as well as serve as a scenic area which attracts birds and other wildlife,

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

**SECTION ONE:** The Mayor, Administrator, Clerk and Village Attorney are authorized to execute the Exhibit A contract, to execute any and all closing and title documents and to take all steps which are necessary or helpful to close the transaction described therein.

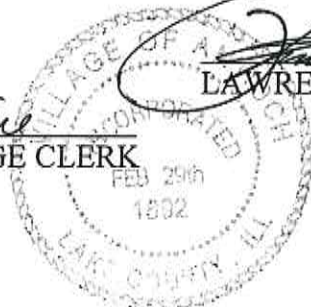
**SECTION TWO:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 27<sup>TH</sup> DAY OF MARCH, 2019.

ATTEST:

  
LORI K. ROMINE, VILLAGE CLERK

  
LAWRENCE M. HANSON, MAYOR



STATE OF ILLINOIS )  
                                  )     SS  
COUNTY OF LAKE    )

**CERTIFICATE**

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on March 27, 2019, the Corporate Authorities of such municipality passed and approved Ordinance No. 19-03-14, entitled ***“AN ORDINANCE APPROVING THE PURCHASE OF LAND FROM THE WISNIEWSKI FAMILY AND RATIFYING A DRAFT CONTRACT THEREFOR ”*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 19-03-14, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 29, 2019 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 29<sup>th</sup> day of March, 2019.

  
Lori K. Romine, RMC/CMC  
Village Clerk



## CONTRACT 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, AKUA & OHANA, LLC (and/or the owner of record) upon the terms and conditions set forth hereinbelow:

1. **PROPERTY:** The property to be conveyed consists of one parcel commonly known as 22475 West Illinois Route 173 in unincorporated Antioch Township, Lake County, Illinois, which parcel is designated by the Lake County Map Department as PIN 02-16-400-024

- a. The parties reserve the right to insert a correct and complete legal description.
- b. The property consists of approximately 14.7115 acres of land, more or less.

2. **PUBLIC APPROVAL PROCESS:** The Buyer, as an Illinois municipality, has approved an official ordinance of the Village Board, voted on in public session, pursuant to all applicable statutes and local ordinances authorizing this contract.

- a. **PROPERTY CONDITION:** The property is currently undeveloped and consists mainly, if not exclusively, of wetlands and marshes.

3. **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.

4. **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.

5. **PRICE:** The purchase price will be \$10,000.00, provided that the Buyer will pay all tax redemptions and other charges for property taxes from prior years through and including the date of closing. Buyer will deposit the sum of \$1,000.00 with the Village Attorney, Robert J. Long, as earnest money to be applied toward the purchase price at the closing. The Attorney shall hold the earnest money in trust for the benefit of the parties hereto. The entire balance of the purchase price will be paid at closing via wire transfer, cashier's check, certified check or official check issued by the title insurer.

6. **CLOSING:** The closing shall occur April 8, 2019 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 Buyer solely.

7. **POSSESSION:** Possession shall be delivered at closing, and the property shall be in the same condition it is in at the time of execution of this contract, without apparent debris.

8. **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 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.

9. **EASEMENTS:** Seller represents and warrants that there are no recorded easements for roads, drain tile, feeders or laterals are on the subject property. This representation and warranty shall survive the closing and shall not merge into the deed.

10. **TITLE:** Buyer's title shall be insured by Fidelity National Title in the full amount of the purchase price, and a commitment issued after the date of this contract from such company has been provided by Buyer's attorney to Seller. The commitment shows only the exceptions permitted under item 8 above, and is acceptable in form and substance to Buyer. Buyer shall be responsible for all title expenses.

11. **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.

12. **ZONING:** Seller represents and warrants 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.

13. **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.

14. **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.

15. **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.

16. **BROKERS:** The parties hereto represent and warrant to each other that no 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.

17. **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:

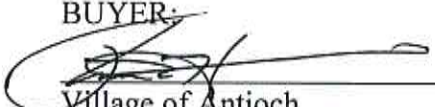
Buyer: Village of Antioch  
James J. Keim, Administrator  
874 Main Street  
Antioch, IL 60002  
fax: 847-395-1920  
email: jkeim@antioch.il.gov

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: Okua & Ohana, LLC  
303 Main Street, Suite 100  
Antioch, IL 60002

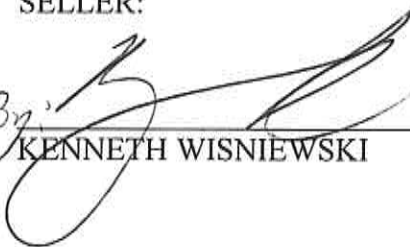
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth after their names:

BUYER:

  
\_\_\_\_\_  
Village of Antioch  
by Lawrence M. Hanson

Date: March 29, 2019

SELLER:

By:   
\_\_\_\_\_  
KENNETH WISNIEWSKI

Date: April 1, 2019