

VILLAGE OF ANTIOCH

20-11-38

*AN ORDINANCE AUTHORIZING THE PURCHASE
OF LAND FROM THE PITTMAN FAMILY*

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

NOVEMBER 9, 2020

Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 10th day of November, 2020.

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

ORDINANCE NO. 20-11-38

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF LAND FROM THE PITTMAN FAMILY**

WHEREAS, in closed session, the Corporate Authorities directed the Administrator and Village Attorney to negotiate and prepare a draft contract to purchase certain lands from the Pittman Family upon specific terms including the purchase price, the taking of title subject to taxes for the year 2020 and accepting the condition of the vacant land in AS-IS condition, and

WHEREAS, the Pittman family did agree to terms and conditions consistent with the Corporate Authorities' directions, all conditioned upon final approval of a contract in open session, and

WHEREAS, the Village Attorney did prepare, and the Pittman family's lawyer has approved, a draft contract in the form attached as Exhibit A to memorialize this conditional agreement, and

WHEREAS, the Corporate Authorities find that the terms and conditions set forth in the Exhibit A draft contract are consistent with the directions previously given and that the same are fair and appropriate for the purchase of the lands described therein, and

WHEREAS, the Corporate Authorities further find and declare that purchasing these lands from the Pittman family is in the best interests of the Village, in part because it will present an opportunity to restore the streambed of Sequoit Creek and alleviate the potential for flooding, but it will also present the opportunity to develop a key property in downtown Antioch, which will serve as a valuable public amenity to attract visitors and provide a more beautiful backdrop to the graceful older buildings throughout this historic area,

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

SECTION ONE: The Pittman Property shall be purchased and the transaction closed on or about December 15, 2020, all according to the terms and conditions of the Exhibit A contract.

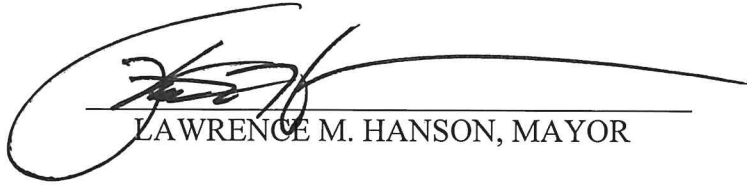
SECTION TWO: The Administrator and Finance Director are directed to pay the sums required by the Exhibit A Contract to the sellers under that Contract, along with the closing costs and related expenses.

SECTION THREE: The Administrator, Mayor, Clerk and Village Attorney are directed and authorized to execute any and all documents necessary or helpful in closing the said transaction.

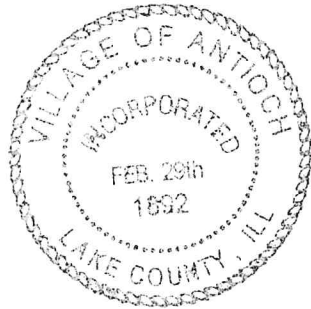
SECTION FOUR: This Ordinance shall take effect immediately upon passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS
9th DAY OF NOVEMBER, 2020.

ATTEST:


LAWRENCE M. HANSON, MAYOR


LORI K. ROMINE, VILLAGE CLERK



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 November 9, 2020, the Corporate Authorities of such municipality passed and approved **Ordinance No. 20-11-38**, entitled ***"AN ORDINANCE AN ORDINANCE AUTHORIZING THE PURCHASE OF LAND FROM THE PITTMAN FAMILY"*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 20-11-38**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on November 10, 2020 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 10th day of November, 2020.


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, an Illinois municipal corporation, agrees to purchase the real property described herein from the Sellers, HERBERT L. HARRIS as Trustee of the Herbert L. Harris and Gail Jean Harris Revocable Trust of 2020 u/a/d May 18, 2020, as amended, SHARON PITTMAN COLEMAN and MARK R. PITTMAN (and/or owner of record) upon the terms and conditions set forth herein below:

1. Property. The property to be conveyed consists of seven (7) parcels of real estate located east of Main Street, between Orchard Street and Depot Street in the Village of Antioch as described on **Exhibit A** attached hereto (hereinafter referred to as “the Property”), which parcels are designated by the Lake County Map Department as the following:

PIN	Common Address
02-08-306-001	845 Main Street
02-08-306-002	0 Depot Street
02-08-306-003	0 Depot Street
02-08-306-004	362 East Depot Street
02-08-306-005	352 East Depot Street
02-08-306-012	845 Main Street
02-08-306-078	0 Main Street

2. AS IS. The Property is currently a vacant parcel which was formerly used for commercial purposes, including uses relating to auto sales and repairs. The parties acknowledge that environmental investigations conducted by the Buyer of the Property disclosed certain contaminants above residential and commercial/industrial cleanup standards and the potential presence of underground tanks. The Property further has a waterway known as Sequoit Creek flowing through it, which waterway had been underground in a steel culvert installed by Buyer under an easement, but which culvert has collapsed and has been removed, leaving the site open and exposed at present. Buyer is acting with knowledge of the foregoing facts and its own due diligence and agrees to take title to the Property in AS-IS, WHERE IS condition, with all faults. Except as otherwise expressly set forth in Sections 6, 12 and 16 below, none of the Sellers shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, any matter set forth, contained or addressed in the materials delivered or made available to Buyer, including, but not limited to, the accuracy and completeness thereof, or the results of Buyer’s due diligence. By accepting the Deed (as set forth in Section 7 below) and closing the transaction, Buyer, on behalf of itself and its successors and assigns, shall thereby release each of the Sellers and their beneficiaries (collectively, “Seller Releasees”) from, and waive any and all conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever against the Sellers Releasees for, attributable to, or in connection with the Property,

including those arising from the environmental condition of the Property and its surroundings, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing (as defined in Section 4 below). Buyer shall defend, indemnify and hold Seller Releasees harmless from any and all damages, liabilities, costs, expenses and attorneys fees arising from claims brought by third parties concerning the environmental condition of the Property and its surroundings. This section shall survive the Closing (and not be merged therein).

3. Purchase Price. The purchase price is FIVE HUNDRED TEN THOUSAND (\$510,000.00) DOLLARS. The purchase price is net of all costs of closing such as title, survey, tax prorations and the like. Each party shall be responsible for any fees and costs charged to them by their attorney. As Buyer is a municipal corporation, earnest money is not required. The entire purchase price will be paid at Closing via cashier's check, wire transfer, certified check or official check issued by the title insurer.

4. Closing. The Closing shall occur on December 15, 2020 or on such other date as may be set by the subsequent agreement of the parties (the "Closing"). The Closing shall be held at the office of the Title Company (as hereinafter defined) and shall be in standard deed and money escrow form, with the cost of the escrow closing to be borne by the Buyer. Buyer shall bear the cost of any transfer taxes and documentary stamp taxes.

5. Possession. Possession shall be delivered to Buyer on Closing. From and after the date of this Contract, Buyer, at its sole cost and expense, may continue to monitor and repair the open ditch on the Property prior to the Closing to control erosion and to prevent damming of Sequoit Creek (the "Erosion and Damming Prevention Work"). Buyer shall perform all Erosion and Damming Prevention Work in a commercially reasonable and safe manner, and Buyer shall fence the perimeter of the Property between the execution of this Contract and the Closing. Buyer does hereby agree to defend, indemnify and hold Seller harmless from and against any and all damages, claims or causes of action to the extent arising out of or caused by the failure to fence the perimeter or the actions or negligence of Buyer, its contractors or agents during any entry onto the Property to inspect or perform any Erosion and Damming Prevention Work, which Buyer elects to make of the Property prior to Closing. This section shall survive the Closing (and not be merged therein) or the earlier termination of this Contract.

6. Taxes. No prorations for taxes shall be made at Closing. Sellers represent and warrant that all taxes levied on the Property for the years 2019 and before have or will be paid by Sellers at Closing if not sooner. Buyer agrees to take title subject to the 2020 taxes and shall be responsible for paying the same at its sole cost and expense. From and after the Closing Seller shall have no further responsibility for any taxes related Property.

7. Deed. The deed shall be by recordable special warranty deed or trustee's deed conveying good and merchantable fee simple absolute title to the Property, subject only to taxes for the year 2020 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 (the "Permitted Exceptions").

8. Survey. Buyer shall have the right to order and be solely responsible for the costs of a survey from an engineer or professional land surveyor.

9. Title. At Buyer's expense, Buyer shall order a commitment for an ALTA owner's policy of title insurance (the "Title Commitment") issued by a title insurance company licensed to transact business in the State of Illinois (the "Title Company") covering the Property, pursuant to which the Title Company shall agree to insure, in the full amount of the purchase price, good and marketable title to the Property in the name of Buyer, free from all liens and encumbrances, except the Permitted Exceptions (defined below). Such Title Commitment shall have attached thereto (or be accompanied with) complete, legible copies of the vesting deed(s) and all instruments referenced therein Buyer shall pay all costs and expenses related to title insurance, including all search fees, update fees, and the premium for the policy. Buyer shall pay for the cost of any endorsements to the Title Commitment, except to the extent Seller agrees to obtain any curative endorsement(s) in response to a Title Objection Notice.

10. Title Objections. Should the Title Commitment or survey disclose any exceptions to title other than the Permitted Exceptions (the "Unpermitted Exceptions"), Buyer shall have the right to object in writing to such Unpermitted Exceptions by sending notice to Seller within five (5) business days of Buyer's receipt of the Title Commitment and survey (and such notice shall include a copy of the Title Commitment, underlying title documents and/or survey showing the Unpermitted Exception) (the "Title Objection Notice"). With respect to any Unpermitted Exceptions, Seller may elect to remove any such Unpermitted Exceptions and Seller may notify Buyer in writing within five (5) business days after receipt of the Title Objection Notice whether Seller elects to remove the same. Failure of Seller to respond in writing within such period shall be deemed an election by Seller not to remove the Unpermitted Exceptions. If Seller elects or is deemed to have elected not to remove one or more of the Unpermitted Exceptions, then, within five (5) business days after Seller's election or deemed election (but, in any event, prior to the Closing), Buyer may elect in writing to either (i) terminate this Contract, in which event the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Contract, or (ii) waive such Unpermitted Exceptions and proceed to Closing without any reduction of or credit against the Purchase Price. Failure of Buyer to respond in writing within such period shall be deemed an election by Buyer to waive the Unpermitted Exceptions and proceed to Closing. Any such Unpermitted Exception so waived (or deemed waived) by Buyer shall constitute a Permitted Exception.

11. Affidavit of Title. Sellers 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 Representations. Sellers represent and warrant that they have 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. FIRPTA. 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. Remedies. 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.

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 brokers or real estate sales agents are involved in this transaction, and 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. This provision shall survive the Closing and shall not merge into the deed.

17. Village Approval. As the Buyer is an Illinois municipal corporation, this Contract is expressly subject to and conditioned upon its being approved by the corporate authority of the Village in full accordance with the requirements of the Illinois Municipal Code, the Illinois Open Meetings Act and the Antioch Municipal Code. Unless and until such approval, this Contract is to be considered a statement of intent only and is not binding in any manner upon any party.

18. Miscellaneous Provisions.

(a) Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and any and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, between Seller and Buyer are merged herein. This Agreement may be modified only by written instrument executed by the party sought to be bound thereby.

(b) Waiver. No consent or waiver, express or implied, as to any provisions of this Contract shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Contract.

(c) Captions. The captions in this Contract are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Contract.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, legal representatives, successors and assigns of the parties. Buyer shall not assign this Contract without Seller's written consent.

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

Buyer: Village Administrator
Village of Antioch
874 Main Street
Antioch, IL 60002
email: jkeim@antioch.il.gov

With a copy to: Robert J. Long, Attorney
Daniels, Long & Pinsel, LLC
19 North County Street
Waukegan, IL 60085
Email: rlong@dlplawyers.com

Sellers: HERBERT L. HARRIS

SHARON PITTMAN COLEMAN

MARK R. PITTMAN

With a copy to: Sara A. Cooper
Quarles & Brady, LLP
300 N. LaSalle St., Suite 4000
Chicago, IL 60654
Email: sara.cooper@quarles.com

[signatures appear on following pages]

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

BUYER:

James Keim
Village Administrator

Date: _____, 2020

SELLERS:

HERBERT L. HARRIS as Trustee of
the Herbert L. Harris and Gail Jean
Harris Revocable Trust of 2020 u/a/d
May 18, 2020, as amended

Date: _____, 2020

SHARON PITTMAN COLEMAN

Date: _____, 2020

MARK R. PITTMAN

Date: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 24 (EXCEPT THE EAST 65 FEET THEREOF MEASURED ON THE NORTH LINE) LOTS 25, 26, 27 AND PART OF LOTS 28 AND 29 IN COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE SOUTH WEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART AS DESIGNATED UPON THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE VILLAGE OF ANTIOCH, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 1907 AS DOCUMENT 112577, IN BOOK "G" OF PLATS, PAGES 76 TO 81 INCLUSIVE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 89 DEGREES 32 MINUTES 12 SECONDS WEST, A DISTANCE OF 70.85 FEET TO A POINT ON A 271.86 FOOT RADIUS CURVE, THE CENTER OF THE CIRCLE OF SAID CURVE BEARS NORTH 22 DEGREES 26 MINUTES 23 SECONDS WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE CENTRAL ANGLE 15 DEGREES 55 MINUTES 10 SECONDS, A DISTANCE OF 75.85 FEET TO A POINT ON A 271.56 FOOT RADIUS, THE CENTER OF SAID CIRCLE OF SAID CURVE BEARS NORTH 22 DEGREES, 26 MINUTES, 23 SECONDS WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE CENTRAL ANGLE 15 DEGREES, 55 FEET, 10 SECONDS, A DISTANCE OF 74.25 FEET TO A POINT IN THE NORTHEAST LINE OF SAID LOT 28; THENCE SOUTH 37 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID LOT 28, A DISTANCE OF 9.43 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING; ALSO THAT PART OF LOT 29 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 210 FEET 4-1/2 INCHES (210.35') NORTH OF THE NORTHWEST CORNER OF LOT 30, THENCE SOUTHERLY ALONG THE CENTERLINE OF FOX RIVER ROAD TO A POINT 125.04 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 30, THENCE SOUTH 77 DEGREES 13 MINUTES EAST TO THE EAST LINE OF LOT 29; THENCE NORTH TO THE SOUTHERLY LINE OF LOT 26; THENCE WESTERLY TO THE CENTERLINE OF FOX RIVER ROAD; THENCE SOUTHERLY TO THE POINT OF BEGINNING