

RESOLUTION NUMBER 34-12

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT TO ACCEPT A DONATION OF REAL ESTATE LOCATED AT 4 EAST 3RD STREET EAST DUNDEE, ILLINOIS

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The Village of East Dundee (the Village) desires to accept a donation of a parcel of property, Parcel Index Number 03-23-314-002, located at or near the Northeast Corner of Meier and Railroad East Dundee, Illinois from DeLoris Doederlein, who desires to donate the property, as shown in attachment A; and

WHEREAS, the Village and the donor have set forth the terms of the donation as set forth in the Real Estate Contract attached hereto; and

WHEREAS, it is in the best interest of the Village of East Dundee for the Village President to execute the Real Estate Contract for the acceptance of the property from DeLoris Doederlein as set forth in the agreement attached hereto;

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village President is authorized to execute all documents and take all actions necessary to accept the donation of the property in accordance with the terms set forth in the Real Estate Contract between the Village of East Dundee and DeLoris Doederlein as set forth in the agreement attached hereto.

Section Two. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Three. Repeal. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 17th day of September, 2012, pursuant to a roll call vote as follows:

AYES: 6 - Trustees Gorman, Lynam, Miller, VanOstenbridge, Skillicorn
NAYES: 0 & President Bartels

ABSENT: 1 - Justice Ruffalo

Approved by me this 24th day of September, 2012.

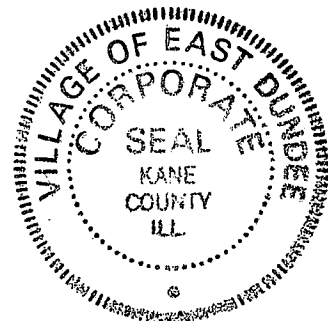
Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 24th day of September, 2012, under the authority of the President and Board of Trustees.

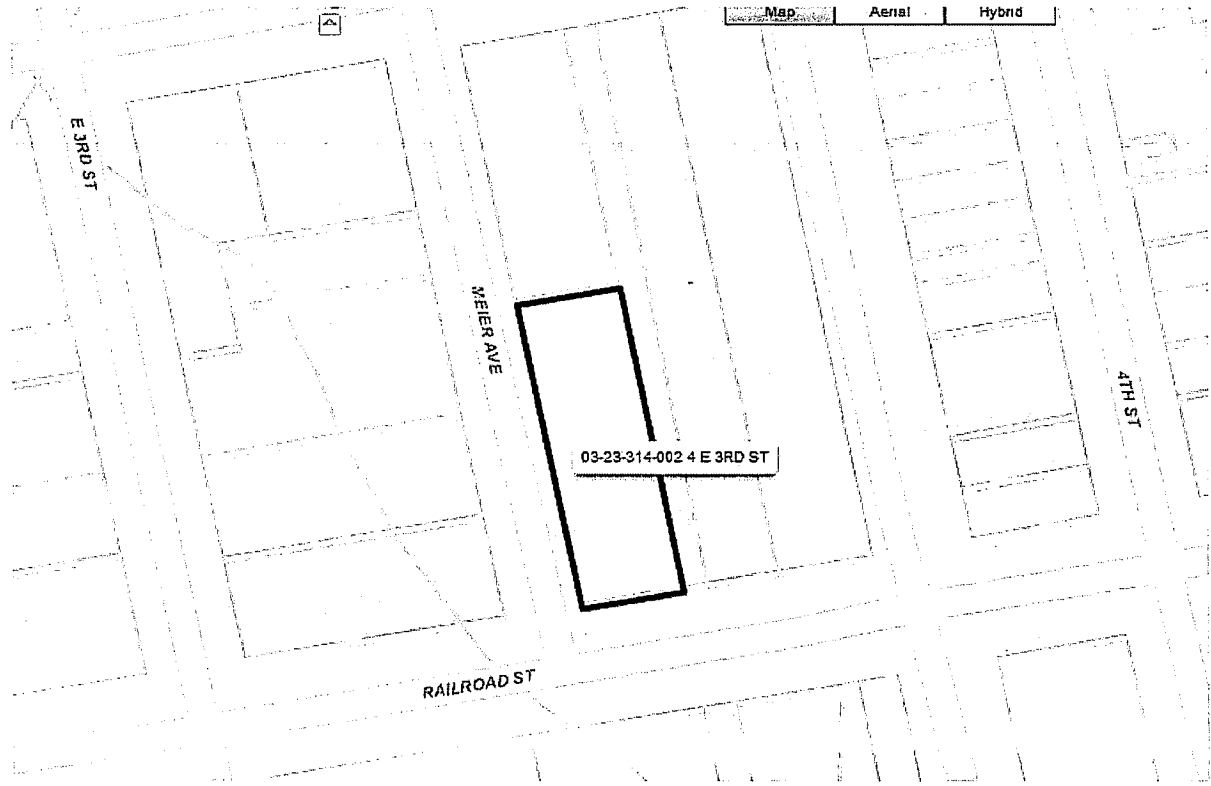
ATTEST:

Amber Reber
Village Clerk

Recorded in the Village Records on Sept. 24th, 2012.



Attachment A: Location of Property



REAL ESTATE CONTRACT

This Real Estate Contract is made and entered into as of the _____ day of _____, 2012, by and between The Village of East Dundee; or assigns (Grantee) and DeLoris Doederlein, (Grantor).

1. Grantor agrees to donate, on the terms set forth herein, the following described Real Estate in Kane County, Illinois:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 ORTH, RANGE 8 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTHERLY LINE OF RAILROAD STREET, 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK 150 FEET, THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID RAILROAD STREET 49.5 FEET TO A POINT 38 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES, THE EASTERLY LINE OF BLOCK 2 OF EDWARD'S ADDITION TO DUNDEE, THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 2, 150 FEET TO THE NORTHERLY LINE OF SAID RAILROAD STREET, THENCE EASTERLY ALONG SAID NORTHERLY LINE 49.5 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as Parcel Index Number 03-23-314-002.

2. Agreement to Donate and Accept Donation

(a) Grantor hereby agrees to donate to Grantee and Grantee hereby agrees to receive from Grantor the certain property upon the terms and conditions set forth in this Agreement, consisting of the following:

- (1) Land. That certain tract of land owned in fee simple by Grantor comprising approximately 7,425 square feet, and more particularly described above together with all attendant easements, facilities, rights and entitlements of every kind and nature, incident or appurtenant thereto (the Land).
- (2) Improvements. All buildings, improvements, and structures now or hereafter located on the Land, presently consisting of a building of approximately 4,836 square feet of floor space and such other improvements or structures, if any, as are located on the Land (the Improvements).
- (3) Intangible Property. All transferable intangible property pertaining to the Land, the Improvements, or the personal property or the use thereof, including without limitation, all licenses, franchise, permits, contracts, agreements, warranties, or other rights.

(4) All expenses of Grantor, including legal fees regarding this contract, related to this transaction will be reimbursed.

3. Grantor agrees to donate the Real Estate and the property described above, if any, and to convey or caused to be conveyed to Grantee to nominee titled thereto by a recordable warranty deed, subject to Paragraph Ten (10) of this Agreement, subject to the following;

- (a) That Tom Roeser donate the adjacent property he owns, located at Parcel Index Number 03-23-309-005, to the Village of East Dundee.
- (b) A plaque approved by DeLoris Doederlein being installed at the Depot in the Village of East Dundee listing and commemorating all of the volunteers who helped to build the Depot and listing Fred Doederlein as the "1st Station Master".
- (c) That the Village of East Dundee agrees to relocate the Hill Street lift station underground by December 2015; a \$5,000 per month penalty will be paid to Grantor if Hill Street lift station is not removed by December 2015.
- (d) The building will be torn down and the street will be paved and curbed. 30 days notice will be given to Grantor prior to demolition. Grantor is granted access and permission to remove contents during the notification period. *Any contents left will be removed or demolished by Grantee at no cost to Grantor.*
- (e) Hill Street will be connected from River Street to 3rd Street by December 2015. *OK*

4. Closing.

The time of Closing shall be within ninety (90) days of the date of execution of this Agreement, or on the date, if any, to which such date is extended at the office of Chicago Title Insurance Co., or other title insurance company licensed to do business in the State of Illinois. All costs of the closing, including the escrow closing fee, title insurance fee (for owner's policy) state and county transfer tax and recording fees shall be borne by the Grantee.

5. Commission.

The parties agree that no Real Estate Broker was used by either party.

6. Execution of Contract.

A duplicate original of this Contract, duly executed by the Grantor, shall be delivered to the Grantee within ten (10) days from the day hereof, otherwise, at the Grantee's option, this Contract shall become null and void.

7. Title.
 Grantor
 a reputable title
 Grantor, will a

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>DeLoris Doederlein</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <i>DeLoris Doederlein</i>	C. Date of Delivery <i>11/28/13</i>
(a) <i>DeLoris Doederlein 525 Reese Ave East Dundee IL 60118</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7010 3090 0001 7546 4904	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-Q2-M-1540	

(b)

Form B owner's title insurance policy in favor of Grantee, showing Grantee in title to the Property, subject only to permitted exceptions and containing an extended coverage endorsement over the general exceptions in such policy, a contiguity endorsement, an access endorsement, an ALTA 3.1 Zoning endorsement, and such other endorsements as Grantee may reasonably request.

8. After Contract is signed, Village will give Grantor 30 days notice before demolition.

9. Transfer Tax.

Grantee shall pay the amount of any stamp title, and shall furnish a complete real estate transfer tax return to the Grantor's agent, in the form required, pursuant to the requirements of the State of Illinois and shall furnish any declaration signed by the Grantor in accordance with the requirements as established by any local ordinance.

10. Time of Essence.

Time is of the essence in this Contract.

11. Notices.

(a) All notices herein required shall be deemed delivered day of the facsimile transmission to the addresses following their signature.

U.S. Postal Service™

7010 3090 0001 7546 4904

*Doederlein
30 day
Notice of
demolition
Resolution approved 9/17/12*

uctions

Certified Mail, return receipt requested, shall be sufficient notice and will be deemed given as of the date of mailing.

- (b) From time to time prior to and after the Closing hereunder, each party shall execute and deliver such instruments as may be reasonably requested by the other party in order to carry out the purpose and intent of this Agreement.
- (c) All notices, demands or deliveries of documents required or permitted hereunder shall be deemed effective when personally delivered, or delivered by or on behalf of the sending party to an overnight courier or deposited in United States certified or registered mail, return receipt requested, postage prepaid, or by facsimile to the parties at the following addresses or to such other address as the parties may from time to time hereafter designate by notice to the other party:

If to Grantor: DeLoris Doederlein
525 Reese Avenue
East Dundee, IL 60118

And: Rita Thomas
300 N Western Ave.
Carpentersville, IL 60110

If to Grantee: Robert Skurla, Village Manager
120 Barrington Avenue
East Dundee, IL 60118

And: HARTIGAN & O'CONNOR P.C.
20 N. Clark Street
Suite 501
Chicago, IL 60602
FAX (312) 201-8905

- (d) This Agreement, and the rights and obligations of the parties hereunder, shall be governed in accordance with the laws of the State of Illinois.
- (e) This Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.
- (h) All representations, warranties, agreements and obligations of a party hereunder may be relied upon by the other party, notwithstanding any investigation made by that party and all such representations and warranties shall survive Closing.

- (i) The provisions of this Agreement shall insure to the benefit of and be binding upon the respective parties and their successors and assigns.

12. Disclosure by Grantor.

- (a) Grantee and Grantor agree that disclosure requirements of the Illinois Responsible Property Transfer Act apply to the transfer contemplated by this Contract. Grantor will provide Grantee with disclosure in the form provided for in the Illinois Responsible Property Transfer Act within fourteen (14) days after the execution of this Contract.
- (b) Failure to provide such disclosure form, will be grounds for the Grantee, at the Grantee's sole discretion, to declare the Contract null and void.

13. Contingencies.

- (a) Inspection Contingencies
For a period of thirty (30) days following execution of this Agreement, Grantee, at Grantee's cost and expense, shall have the right to inspect, or to direct the inspection of, the Property.
- (b) Environmental Contingencies
Notwithstanding any other provision, Grantee may desire to obtain at its expense, additional or supplemental reports regarding the environmental condition of the Property. If Grantee elects to obtain such report and such report discloses the existence of hazardous or toxic materials, or other objectionable environmental conditions, Grantee may elect to terminate this Agreement by sending written notice to Grantor thereof not later than thirty-five (35) days from the date of this Agreement, in which case this Agreement shall become null and void.

14. Grantor to Provide Documents.

At the time of acceptance of this Agreement, Grantor shall provide leases, if any, and other materials related to the tenant. The thirty (30) days for the inspection will not begin to run until said documents are provided to the Grantee or to Grantee's agent.

15. Closing Documents

- (a) At Closing, Grantor shall deliver to Grantee the following documents:
- (1) Deed. Grantor shall deliver to Grantee a warranty deed/quit claim deed, in recordable form, and other documents as shall be necessary to obtain proper recordation thereof.

- (2) Bill of Sale. Grantor shall deliver to Grantee a bill of sale containing a warranty of title, duly executed by Grantor, conveying to Grantee any Personal Property.
- (3) Title Insurance. Grantor shall deliver to Grantee the owner's title insurance policy.
- (4) Affidavit of Title. Grantor shall deliver to Grantee an affidavit of title duly executed by Grantor.
- (5) Transfer Declarations. Grantor shall deliver to Grantee State of Illinois, County of Kane and Village of East Dundee real estate transfer declarations.
- (6) Lessee Documents. All other documents relating to Lessee, if any.
- (7) Other Documents. Grantor shall deliver to Grantee such other documents and instruments as may reasonably be required to close this transaction.

16. Attorneys Modifications.

The terms of this Contract (and all riders attached) are subject to modification by the parties' attorneys with five (5) business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within ten (10) business days of the date of acceptance, agreement is not reached, this Contract shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

GRANTEE:

By: DeLoris Doederlein

By: Jewel Burt

Its: _____

Its: Village President