

**RESOLUTION NUMBER 36-12**

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT ACCEPTING A DONATION OF REAL ESTATE LOCATED AT PROPERTY INDEX NUMBER 03-23-309-005 LOCATED IN 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 the donation of a parcel of property, Parcel Index Number 03-23-309-005, located at or near the Southeast Corner of Barrington Avenue and Meier East Dundee, Illinois from OTTO Engineering, who desires to <sup>donate</sup> ~~sell~~ the property, as shown in attachment A; and

**WHEREAS**, the property is legal described as follows:

**Parcel Two**

That part of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the Southerly line of Barrington 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 Southerly parallel with the center line of said Main Track 125 feet to a point 150 feet Northerly of, measured along said line extended, the Northerly line of Railroad Street; 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 Edwards Addition to Dundee; thence Northerly parallel with the Easterly line of said Block 2, 125 feet to the Southerly line of said Barrington Street; thence Easterly, along said Southerly line 49.5 feet to the point of beginning, in the Village of East Dundee, Kane County, Illinois

**WHEREAS**, the Village and the Grantor 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 OTTO Engineering 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 OTTO Engineering 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 17<sup>th</sup> 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 - Trustee Buffalo

Approved by me this 17<sup>th</sup> day of September, 2012.

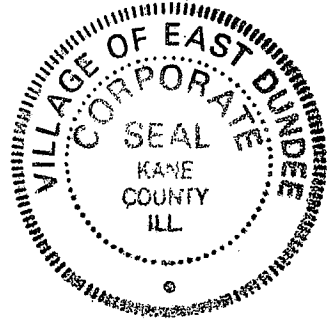
Jerald Bartels  
JERALD BARTELS, President

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

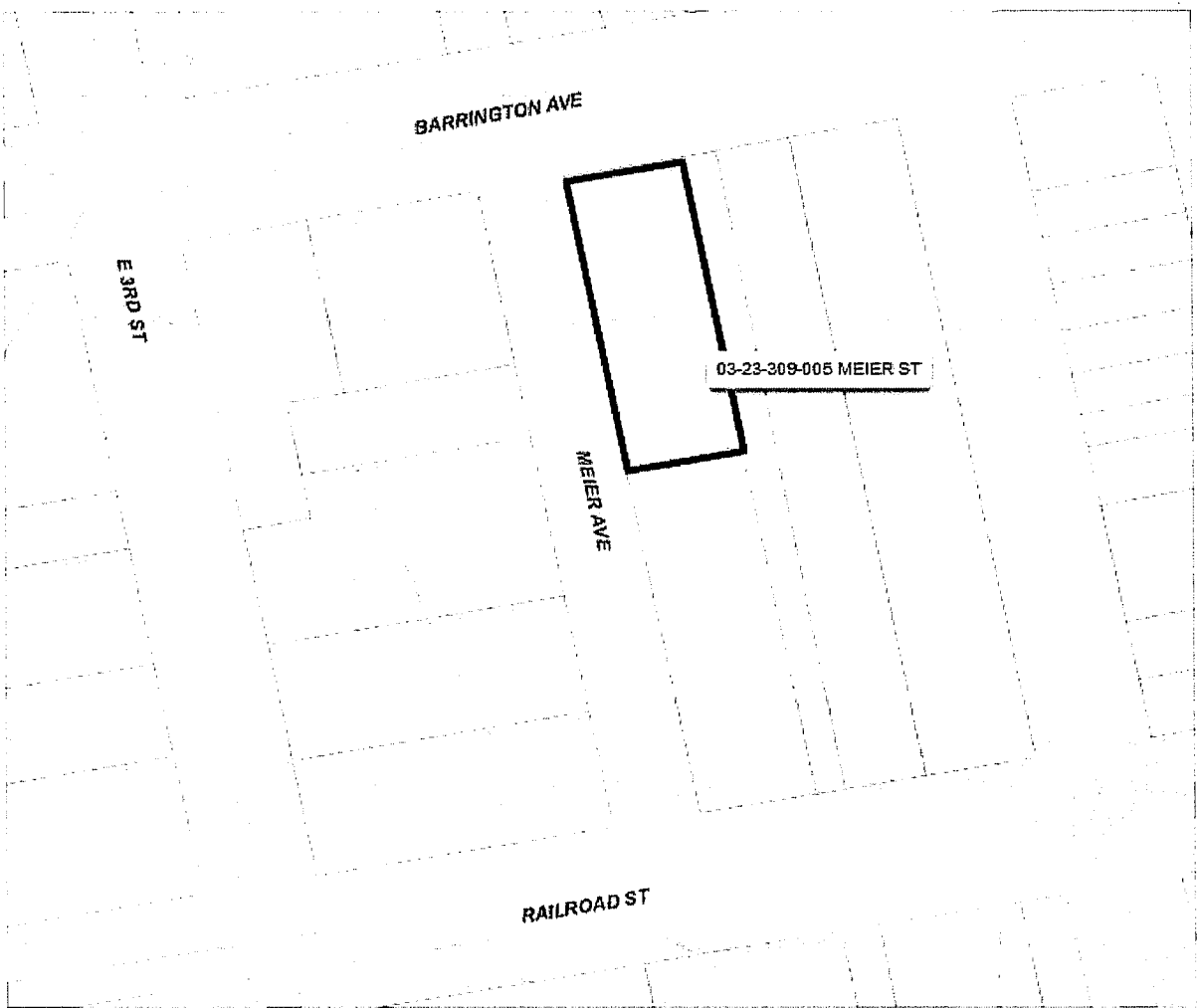
ATTEST:

Jennifer Bihlby  
Village Clerk

Recorded in the Village Records on Sept. 24<sup>th</sup>, 2012.



Attachment A: Map



**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 OTTO Engineering, (Grantor).

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

Parcel Two

That part of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the Southerly line of Barrington 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 Southerly parallel with the center line of said Main Track 125 feet to a point 150 feet Northerly of, measured along said line extended, the Northerly line of Railroad Street; 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 Edwards Addition to Dundee; thence Northerly parallel with the Easterly line of said Block 2, 125 feet to the Southerly line of said Barrington Street; thence Easterly, along said Southerly line 49.5 feet to the point of beginning, in the Village of East Dundee, Kane County, Illinois

Commonly known as Parcel Index Number 03-23-309-005, East Dundee, Illinois.

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 6,534 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) 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.

(3) 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 DeLoris Doederlein donate the adjacent property she owns, located at the Northeast corner of Meier and Railroad, Parcel Index Number 02-23-314-002, to the Village of East Dundee.
- (b) That Grantor obtain an appraisal prior to completion of the donation 319
- (c) That the Village designate 3 parking spaces as "reserved" for the use by ~~320~~ Meier occupants.

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 shall convey and Grantee will accept any title that the Chicago Title Insurance Co., or a reputable title insurance company licensed to do business in the state of Illinois and approved by Grantor, will approve and insure.

- (a) Within fifteen (15) days of the date hereof, and at Grantee's expense, Grantor shall deliver to Grantee, or any agent of Grantee, a commitment issued by the Title Company for an ALTA Form B owner's title insurance policy and copies of all documents disclosed therein as exceptions to title. Such commitment shall show title of the Property in the Grantor and only those exceptions which may be cured or discharged by Grantor's payment of money at Closing and which Grantor will cure or discharge on or before Closing. Any payment by Grantor will be reimbursed by Grantor.

(b) At Closing, and at Grantee's expense, Grantor shall deliver to Grantee an ALTA 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 tax imposed by the state law on the transfer of title, and shall furnish a complete real estate transfer declaration, signed by the Grantor, or the Grantor's agent, in the form required, pursuant to the Real Estate Transfer Tax Act in the State of Illinois and shall furnish any declaration signed by the Grantor, or the Grantor's agent, or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax.

10. Time of Essence.

Time is of the essence in this Contract.

11. Notices.

- (a) All notices herein required shall be in writing and shall be served by the parties at the addresses following their signatures. Delivery by facsimile is permitted and shall be deemed delivered day of the facsimile. The mailing of a notice by Registered or 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:

Tom Roeser, President  
OTTO Engineering  
2 East Main

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.
- (f) The provisions of the Uniform Vendor Purchaser Risk Act shall be applicable to this Agreement.
- (g) Time is of the essence in connection with all matters relating to this Agreement.
- (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 inure 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: \_\_\_\_\_

By: Jerry Burt

Its: \_\_\_\_\_

Its: Village President

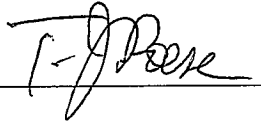
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GRANTOR:

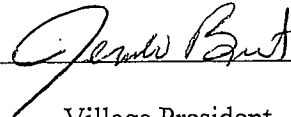
By: \_\_\_\_\_



Its: \_\_\_\_\_

GRANTEE:

By: \_\_\_\_\_



Its: \_\_\_\_\_

Village President