

ORDINANCE NO. 14-33

AN ORDINANCE AUTHORIZING THE PURCHASE OF A STORM WATER DETENTION AREA IN THE SOUTH CREEK SUBDIVISION, FIRST ADDITION, VILLAGE OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS

WHEREAS, there exists a storm water detention area in the South Creek Subdivision, First Addition (“subject property”), Village of Manteno, County of Kankakee, State of Illinois, legally described as follows:

OUT LOT 1 OF SOUTH CREEK FIRST ADDITION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS;

PIN: (03)-02-21-217-009;

WHEREAS, the owner of the subject property acquired title to the same by tax deed, and any use of the subject property that is inconsistent with storm water detention purposes may adversely affect storm water drainage in and around the Village of Manteno; and,

WHEREAS, the Village of Manteno deems it necessary and desirable to purchase the subject property for the sum of \$4,858.00 so as to preserve and maintain its use as a storm water detention area.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Manteno, as follows:

Section 1

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of Village of Manteno and are expressly incorporated herein as a part of this ordinance.

Section 2

The Village hereby authorizes and approves the purchase of the subject property for the purchase price of \$4,858.00, said property be used for a storm water detention area.

Section 3

The Real Estate Contract attached hereto as Exhibit “A” is hereby accepted and approved. Timothy Nugent, Village President, and Alisa Blanchette, Village Clerk, are hereby authorized and directed to execute the Real Estate Contract and all documents necessary to effectuate the purchase of the subject property.

Section 4

This ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 1st day of December, 2014.

DEPOSITED with the Village Clerk
this 1st day of December, 2014.



ALISA BLANCHETTE, Village Clerk

APPROVED by me this 1st
day of December, 2014.



TIMOTHY O. NUGENT, Village President

REAL ESTATE SALE CONTRACT

Seller: James R. Vining
1123 East Broadway
Bradley, IL 60915

Attorney for Seller:

Purchaser: Village of Manteno
98 East Third Street
Manteno Illinois 60950

Attorney for Purchaser: Joseph Cainkar, Louis F. Cainkar, Ltd.
30 N. LaSalle Street, Ste. 3922, Chicago, IL 60602
Telephone: 312-236-3985
Email: joe@lfcld.net
Facsimile: 312-236-3989

Purchase Price: \$ 4,858.00

Closing Date: December 2, 2014 at 10:00 AM, or later upon agreement of the Parties.

Property Address: Detention Area, East 9000 North Road, Manteno, Illinois 60950

Legal Description: See attached Exhibit A.

P.I.N.: (03)-02-21-217-009

Personal Property: All utility improvements situated thereon or thereunder

Contract Date: December 1, 2014

This Contract entered into by and between the Seller and Purchaser, as follows:

1. **AGREEMENT TO PURCHASE.** The Purchaser agrees to purchase and the Seller agrees to sell the Property AS IS for the Purchase Price on the terms set forth herein, payable by certified check. The Personal Property, now on the Property and owned by the Seller are included in the Purchase Price.

2. **CONVEYANCE.** The Seller shall convey title to the Purchaser by a recordable Quit-Claim deed ("Deed"), subject only to: (a) covenants, easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; and (c) general real estate taxes not yet due and payable (collectively, "Permitted Exceptions"). None of the foregoing exceptions are permissible if they are violated by the existing improvements.

3. **EARNEST MONEY.** No earnest money is required by this Contract.
4. **CLOSING DATE.** The closing shall occur on the Closing Date, or as otherwise mutually agreed by the parties, at the Purchaser's location.
5. **CONDITION OF PROPERTY.** Seller agrees to deliver possession of the Property in the same condition as it is at the date of this Contract, with ordinary wear and tear being acceptable.
6. **CLOSING DOCUMENTS.** At closing, Seller shall provide the following executed documents: (a) quit-claim deed, (b) bill of sale transferring the Personal Property, and (c) transfer declarations required for State, County and local transfer stamps.
7. **TAX PRORATIONS AND UTILITIES.** General real estate taxes due and payable (tax years 2013 and prior) shall be paid by Seller prior to Closing. General real estate taxes not yet due or payable shall be paid by Purchaser as they become due and payable.
8. **POSSESSION.** Seller shall deliver possession to Purchaser on the Closing Date.
9. **LEASES.** Seller warrants that there are no oral or written leases in effect with respect to the Property. Seller will not enter into any leases with respect to the Property from and after the date Seller signs this Contract without the express prior written consent of Purchaser.
10. **CONTINGENCIES.** This Contract, and the Purchaser's obligation to purchase the Property, shall be contingent upon the occurrence of the following events, the failure of which shall absolutely void Purchaser's obligation hereunder:
 - A. Seller shall convey title to the property legally described in Exhibit "B" ("North Property") to South Creek Terrace North Townhome Association, Inc. ("SCTNHA"), at no cost. At closing, Seller shall provide to SCTNTA the following executed documents: (a) quit-claim deed for the North Property, (b) bill of sale transferring any and all personal property owned or possessed by Seller located on and under North Property to SCTNTA and (c) transfer declarations required for State, County and local transfer stamps.
 - B. Seller shall convey title to the property legally described in Exhibit "C" ("South Property") to Marquette Place South, NFP ("MPS"), at no cost. At closing, Seller shall provide to MPS the following executed documents: (a) quit-claim deed for the South Property, (b) bill of sale transferring any and all personal property owned or possessed by Seller located on and under South Property to MPS, and (c) transfer declarations required for State, County and local transfer stamps.

11. **ATTORNEY'S FEES.** Seller and Purchaser shall be responsible for any fees, costs and expenses of their respective attorney.

12. **TRANSFER TAXES.** Seller shall pay the amount of any transfer tax imposed by State or County law. Any transfer tax imposed by local municipal ordinance shall be paid by the Party designated in such ordinance as having liability therefore.

13. **ENVIRONMENTAL MATTERS.** Seller represents and warrants that it has no knowledge of any adverse environmental matters or conditions concerning the Property. As used herein, the term "environmental condition" means any condition that constitutes a violation of any environmental law, or requires a clean-up under any environmental law, or presents a risk to the health and safety of the public.

14. **CASUALTY.** Damage to any improvements located on the Property shall be at the sole risk of Seller until Closing. Purchaser may terminate or cancel this Agreement in the event of such damage, or the Parties may adjust the Purchase Price to account for such damage upon their mutual agreement.

15. **DELAY.** The Parties agree that time is of the essence in the performance of their obligations under this Agreement and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

16. **BREACH.** In the event of a default by a Party in the performance of its obligations under this Agreement, such Party upon written notice from the other shall immediately proceed to cure or remedy such default. In the event of a default by Seller that has not been cured within fifteen (15) days after notice of default, the Purchaser may terminate this Agreement by giving written notice thereof to Seller, or the Purchaser may institute such proceedings in equity to compel specific performance. In the event of a default by the Purchaser that has not been cured within fifteen (15) days after notice of default, Seller may terminate this Agreement by giving written notice thereof to the Purchaser, or Seller may institute such proceedings in equity to compel specific performance.

17. **WAIVER AND ESTOPPEL.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said Party of or limit such rights in any way. No waiver made by either Party with respect to any specific default by the other Party shall be construed, considered or treated as a waiver of the rights of said Party with respect to any other defaults of the other Party.

18. **PERSONAL LIABILITY.** No covenant contained in this Agreement shall be deemed to be the covenant of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Seller or Purchaser in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the

Seller or Purchaser shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

19. **MERGER.** The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

20. **NOTICE.** Required notices shall be in writing and shall be deemed served when mailed to the Purchaser or Seller, or their respective attorney at the address shown on the Contract, by certified mail with return receipt requested. Notice may also be delivered by facsimile transmission, provided that the notice transmitted shall be sent during business hours (Monday through Friday, excluding legal holidays: 9:00 a.m. to 5:00 p.m. Central Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice may also be given by e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract.

21. **HEADINGS.** The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any prior agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the Parties.

24. **SEVERABILITY.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

26. **BROKERS.** The Parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with that would be entitled to a broker's commission or finder's fee in connection with the sale of the Property. In the event that any claim is asserted for such commission or fee, the Party deemed to be responsible for such claim shall

indemnify, defend and hold the non-responsible Party harmless from and against any such claim.

27. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall be binding upon the Seller and Purchaser, and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, prior to the Closing, neither Party may assign its rights hereunder without the prior written consent of the other Party.

28. **OTHER COSTS AND EXPENSES.** Unless otherwise specifically set forth in this Agreement, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transaction contemplated thereby.

29. **OTHER ACTS.** The Parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably to consummate the transaction contemplated in this Agreement.

SELLER:

November __, 2014

James R. Vining

PURCHASER:

December 1, 2014

Timothy O. Nugent
Timothy O. Nugent, Mayor

Alisa Blanchette
Alisa Blanchette, Village Clerk

EXHIBIT A

Legal Description of Property

OUT LOT 1 OF SOUTH CREEK FIRST ADDITION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS;

PIN: (03)-02-21-217-009

EXHIBIT B

Legal Description of North Property

OUT LOT 2 OF SOUTH CREEK TERRACE PLANNED UNIT DEVELOPMENT BEING A RESUBDIVISION OF LOT 23 OF SOUTH CREEK SECOND ADDITION TO THE VILLAGE OF MANTENO, TOWNSHIP OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS;

PIN: (03)-02-21-219-011

EXHIBIT C

Legal Description of South Property

OUT LOT 3 OF SOUTH CREEK TERRACE PLANNED UNIT DEVELOPMENT BEING A RESUBDIVISION OF LOT 23 OF SOUTH CREEK SECOND ADDITION TO THE VILLAGE OF MANTENO, TOWNSHIP OF MANTENO, COUNTY OF KANKAKEE, STATE OF ILLINOIS;

PIN: (03)-02-21-219-012