

Agenda Item #

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DISTRIBUTION

- County Board
- County Administrator (2)
- OMB - Controller
- OMB - Budget
- Facilities
- Health Department

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2004 SESSION

MARCH 8, A.D., 2005

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chairman to execute the necessary documents to provide for the sale of the Mid-Lakes Clinic property at 6 East Main Street in Round Lake Park, IL to Mano-a-Mano, a not-for-profit civic organization, for the purchase price of \$245,000.00; and requests its adoption.

Respectfully submitted,

Aye

Nay

Chairman

Vice-Chairman

Financial & Administrative Committee

x

x

✓

✓

✓

RESOLUTION

WHEREAS, the County of Lake owns certain improved real property located at 6 East Main Street, Round Lake Park, Illinois ("Property"), which has in the past been used by the Lake County Health Department for its Mid-Lakes Clinic; and

WHEREAS, the LCHD's Mid-Lakes Clinic has been relocated and the County no longer has a use for the Property; and

WHEREAS, Mano-a-Mano, a charity located in Lake County, ("Buyer") has inquired about purchasing the Property from the County; and

WHEREAS, the County obtained an appraisal in 2004 for the Property, which indicates, after subtraction of the east parking lot, which had been included in the appraisal but which is not in fact owned by the County, the fair market value for the Property is \$245,000; and

WHEREAS, the Buyer has agreed to purchase the Property for a price of \$245,000 under the terms and conditions as stated in the contract of sale, which contract is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois that the Chairman of the County Board is authorized to execute the attached Agreement for sale of real estate located at 6 East Main Street, Round Lake Park, Illinois.

DATED, at Waukegan, Lake County, Illinois, on this 8th day of March, A.D. 2005.

AGREEMENT OF SALE AND PURCHASE OF REAL ESTATE

1. Agreement to Sell and Purchase. Mano-a-Mano Family Resource Center Foundation, Inc., or its nominee (Purchaser) agrees to purchase and County of Lake (Seller) agrees to sell at a price of two hundred forty-five thousand seventy-five dollars \$245,000 on the terms set forth herein the following described real estate in Lake County, Illinois:

LOTS 18, 19, 20, 21, AND 22 IN BLOCK 180 IN ROUND LAKE BEACH, RENEHAN BEACH SECOND ADDITION, A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 28, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF LOT 18 IN RENEHAN ESTATE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1938 AS DOCUMENT 451215, IN BOOK "Z" OF PLATS, PAGES 1, 2 AND 3, IN LAKE COUNTY, ILLINOIS

commonly known as the Mid-Lakes Clinic property, located at 6 East Main Street (Route 134), Round Lake Park, Illinois, together with the improvements presently located thereon.

2. Purchase Price and Payments. Seller shall make the following payment, plus or minus prorations, at time of closing: two hundred forty-five thousand seventy-five dollars \$245,000.00.

3. Title and Survey. Title to the Real Estate shall be conveyed free and clear of all liens and encumbrances, except for general real estate taxes not yet due and payable, applicable laws, statutes and ordinances and public utility easements of record, provided that such utility easements do not underlie the improvements or impair or interfere with Purchasers proposed use of the Real Estate ("hereinafter referred to as "Permitted Exceptions"). As soon as is practicable following the execution of the Contract, but in any event within sixty (60) days thereafter, Seller, at its costs and expense, shall provide Purchaser with the following:

(i) a commitment from the Title Company for title insurance covering the Property in the amount of the Purchase Price providing for full extended coverage and with such additional endorsements as Purchaser shall require. Title to the Property shall be subject only to current real estate taxes not yet due and payable, and such other matters as may be approved by Purchaser in writing.

(ii) a survey of the Property certified to Seller, Purchaser, and title Company as having been prepared in compliance with current ALTA standards;

If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (hereinafter referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 9 whichever is later. If Seller fails to have the exceptions removed or

correct any survey defects or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect then this contract shall become null and void without further action of the parties.

4. Environmental Assessment

As soon as is practicable following the execution of the Contract, but in any event within sixty (60) days thereafter, Purchaser, at its costs and expense, will obtain a Phase I environmental assessment as defined by the American Society for Testing and Materials, and meeting the minimum requirements for a Phase I environmental audit as set forth in the Illinois Environmental Protection Act, conducted by an environmental professional chosen by Purchaser. The results of the environmental assessment/audit shall show the absence of environmental contaminants on or buried within the Property, including solid waste as defined in the Resource Conservation and Recovery Act as amended by the Solid Waste Disposal Act 42 U.S.C.A. of 6901 et. seq.; hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. 9601 (14), and polychlorinated biphenols, asbestos, and petroleum or fractions thereof.

If Purchaser, in its sole discretion is not satisfied with its findings as to any or all of the foregoing, the Contract may be terminated by Purchaser upon written notification to Seller within sixty (60) days following the date of execution of the Contract (such 60-day period shall hereinafter be referred to as the "Inspection Period")

5. Inspection. Upon and after execution of the Contract by Purchaser and Seller, Purchaser, its agents, engineers, architects, and contractors shall have the right, at any time upon reasonable notice, to enter upon the Property to conduct physical and environmental inspections and tests. If Purchaser, in its sole discretion is not satisfied with its findings as to any or all of the foregoing, the Contract may be terminated by Purchaser upon written notification to Seller within sixty (60) days following the date of execution of the Contract (such 60-day period shall hereinafter be referred to as the "Inspection Period"). Purchaser hereby agrees to indemnify and hold Seller harmless from any and all costs, claims, or liabilities arising out of the conduct by the Purchaser of its inspections hereunder.

6. Broker. Seller and Purchaser represent and warrant that no brokers have been used in connection with this transaction.

7. Seller Warranties. Seller makes the following covenants, representations and warranties to Purchaser:

- a. The Real Estate is not subject to any outstanding agreements of sale, options or other rights of third parties to acquire any interest therein or, to the best of Seller's

knowledge, information or belief, any claims of adverse possession or easement(s) by prescription.

- b. There is no action suit or proceedings pending or, to the best of Seller's knowledge, information and belief, threatened against Seller or the Real estate or any portion thereof relating to or arising out of the ownership, management or operation of the Real Property, in any court or before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.
- c. Neither the entry into this Agreement, nor consummation of the transactions specified herein will constitute a violation or breach of any of the terms of any contract or other instrument to which Seller is party or to which Seller is subject.
- d. No person has a right to occupy the Real Estate beyond the closing Date pursuant to a lease, license or other agreement, except as set forth in paragraph 8 below.
- e. There are no unpaid special assessments owed with respect to the Real Estate and Seller has received no notice that any special assessments will be levied.
- f. Seller warrants that Seller, its beneficiaries or agent of Seller or of its beneficiaries have received no notices from any city, village, or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected

8. Possession. Purchaser shall receive possession of the Real Estate at closing.

9. Closing. Closing shall be in escrow with the title insurer. The time of the closing shall be within sixty (60) days after the expiration of the Inspection Period (the Closing). At closing, Seller and Purchaser shall respectively deliver the following:

(A) By Seller:

- i) A Warranty Deed to the Real Estate to Purchaser or its nominee in proper form for recording.
- ii) An Affidavit of Title, the form and substance which shall be subject to the reasonable approval of the Title Company.
- iii) A FIRPTA affidavit pursuant to section 1445 of the Internal Revenue Code of 1986
- iv) Illinois Transfer Declaration
- v) IRS W-9 form.
- vi) Any other documentation reasonably required by the title insurer, governmental units or the Purchaser.
- vii) ALTA statements.
- (viii) GAP undertaking.

(B) By Purchaser:

- i) The purchase price as described in article 2 above.

(C) By Seller and Purchaser jointly:

- i) A closing statement.
- (ii) State and County Real Estate Transfer Declarations.

10. Taxes; Apportionments.

- a) General real estate taxes shall be prorated as of the Closing date based the most recent ascertainable real estate taxes.
- b) The Seller and Purchaser shall each pay one-half of the deed and money escrow fee.
- c) Seller shall pay seller's usual title and recording charges and if applicable, state and county transfer taxes.
- d) Purchaser shall pay purchaser's usual title and recording charges.

11. Notices. All notices, request and other communications under this Agreement shall be in writing and shall either be sent by registered or certified mail (return receipt requested, postage prepaid); by an overnight courier guaranteeing next day delivery (i.e. FedEx, Purolator, United Parcel Service, etc.); or by personal delivery, in each instance addressed as follows:

If intended for Purchaser:

(Purchaser notice)

Mano-O-Mano Family Resource Center Foundation, Inc.
222 E. Main St.
Round Lake Park, IL 60073

with a copy to :

Richard Nakon
Richard Nakon & Associates
121 E. Liberty
Wauconda, IL 60084

If intended for Seller:

County Administrator's Office
c/o James Janda, Facilities Manager
18 North County street
Waukegan , IL 60085-4334

with a copy to:

Lake County State's Attorney's Office

Civil Division
3rd floor
18 North County Street
Waukegan, IL 60085-4334

or such other address of which Seller or Purchaser shall have given notice as herein provided. All such notices, request and other communications shall be deemed to have been sufficiently given if for all purposes herein on the 2nd day after deposit in the U.S. Mail, if sent registered or certified mail; on the next business day if sent by overnight courier; or on the same day if sent by personal deliver before the close of business in the local of the recipient (5:00 p.m. local time), or on the next business day if sent after the close of business. Any notice may be given on behalf of any party by its counsel.

12. Remedies. In the event either party fails to complete Closing other than due to or as a result of the failure on the part of the other party to perform its obligations hereunder, the non-defaulting party, in addition to such other rights as it may have under and pursuant to the specific terms of this agreement, shall have the right to terminate this contract, and/or the right to pursue the granting of any order requiring the defaulting party to specifically perform its duties and obligations under and pursuant to this Agreement.

13. Miscellaneous

- a) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.
- b) this Agreement shall be binding upon and shall inure top the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- c) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- d) This Agreement contains the entire agreement between Seller and Purchaser. No change, amendment or modification shall be made to this Agreement unless in writing and then only on condition that the party(ies) to be bound thereby shall have executed such instrument.
- e) Whenever used herein, the masculine, feminine and neuter pronouns shall be fully interchangeable, and the singular shall include the plural when the context so requires and vice versa.

14. County Board approval. This Agreement to the review and approval of the Lake County Board of the terms and conditions of this Agreement and the affirmative vote of the Board.

15. Duplicate originals. A duplicate original of this Agreement, duly executed by the Seller shall be delivered to the Purchaser within 14 days from the date hereof, otherwise at the Purchaser's option this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2005.

PURCHASER:

MANO-A-MANO FAMILY RESOURCE CENTER FOUNDATION, INC.

SELLER:

COUNTY OF LAKE, ILLINOIS

By: _____
County Board Chairman

Attest:

Lake County Clerk