THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 2018-O-38

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SALE OF REAL ESTATE INTERSTATE 294/MILE LONG BRIDGE – PARCEL NUMBER TW-3A-16-005

JOHN M. CARPINO, President

MARY JANE MANNELLA, Clerk

THOMAS E. BIRKS
TERRANCE M. CARR
MICHAEL C. KENNEDY
MELISSA N. NEDDERMEYER
FRED POSCH
KATHRYN STANPHILL

TRUSTEES

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Willow Springs
Tressler LLP – Village Attorneys – 2600 East 107th Street, Bolingbrook, Illinois 60440

VILLAGE OF WILLOW SPRINGS

ORDINANCE 2018-O-38

ORDINANCE OF THE VILLAGE BOARD VILLAGE OF WILLOW SPRINGS

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WHEREAS, the Village of Willow Springs is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Illinois State Toll Highway Authority is an instrumentality and administrative agency of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 along with the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Local Government Property Transfer Act, 50 ILCS 605 et seq., authorizes units of local government to enter into contracts for the sale of real property between themselves; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "Corporate Authorities") to enter into that particular Intergovernmental Agreement for Sale of Real Estate Interstate 294/Mile Long Bridge – Parcel Number TW-3A-16-005 (the "Intergovernmental Agreement"), which is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct, and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: The Intergovernmental Agreement is hereby approved substantially in the form presented to the Board of Trustees, subject to final revisions made by staff and the Village attorneys.

SECTION 3: The Mayor, Village Clerk and Village Administrator are hereby authorized to execute the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

SECTION 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall take effect immediately and be in force from and after its passage and approval.

Ordinance 2018-O-38, approved and adopted by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 16 day of **August 2018**, pursuant to a roll call vote, as follows:

	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer		✓			
Trustee Posch	✓		✓		
Trustee Stanphill	✓		✓		
President Carpino	✓				
TOTAL	6	1	5	0	0

Board President

ATTEST:

Village Clerk

Published in pamphlet form by order of the Village Board this 16 day of August, 2018.

Village Clerk

VILLAGE OF WILLOW SPRINGS INCORPORATED JUNE 16, 1892 COOK COUNTY, ILLINOIS

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR SALE OF REAL ESTATE

Interstate 294/Mile Long Bridge - PARCEL NUMBER TW-3A-16-005

~~Full Acquisition~~ / Partial Acquisition [Strike One]

This agreement and stipulation is by and between The Illinois State Toll Highway Authority (hereafter called "Tollway", "Authority", or "Buyer"), an instrumentality and administrative agency of the State of Illinois, and which is engaged in the acquisition of real property for the **Interstate 294** (hereafter called "Toll Road"), for the acquisition and purchase of that certain real property owned by **The Village of Willow Springs** (hereafter called "Owner" or "Seller")

W I T N E S S E T H

WHEREAS, the Seller owns real property defined herein; and

WHEREAS, the Tollway has declared that it is necessary or convenient for it to use, occupy or improve the real estate defined herein in the making of a public improvement and for a public purpose; and

WHEREAS, the Seller and Tollway are both units of government and desire to enter into this agreement pursuant to the authority duly granted to them by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the Local Government Property Transfer Act, 50 ILCS 605 et seq.; and

NOW, THEREFORE, in consideration of and in reliance upon the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy and the undersigned parties agree as follows:

1. Property to be Conveyed. Subject to the terms, provisions and conditions hereinafter set forth, the Owner hereby agrees to convey to the Tollway, and the Tollway hereby agrees to accept from the Owner, the real property the Owner owns as fully described herein which is required by the Tollway for Public Improvements pursuant to the terms and conditions of this Agreement.

The undersigned hereby agree to the following:

- The Tollway has conducted its negotiations in good faith;
- The Owner has been provided at least sixty (60) days to consider the Tollway's offer;
- The improvements are Public Improvements;
- The Tollway has the funding for the Public Improvements; and
- The Payment to be paid by the Tollway to and accepted by the Owner for the real estate is fair market value and just compensation.

The Property shall be conveyed by Warranty Deed by Seller to Buyer, free and clear of all liens, claims, exceptions, reservations, covenants, conditions, restrictions, encroachments, and other encumbrances of whatsoever nature ("Encumbrances").

The property is vacant land / ~~The Property is improved with [describe buildings]~~(Strike one).

2. The Tollway and Owner have negotiated the amount of just compensation to be paid by the Tollway to Owner for Owner's real property legally described on the attached Exhibit A which is incorporated herein by this reference (Property).

Tollway Parcel No(s)	**Property Interest**	**Legal Description**	**Amount**
TW-3A-16-005	Partial Fee	Exhibit "A"	$10,400.00

3. The total agreed upon Just Compensation to be paid for Property to be acquired by the Tollway is Ten Thousand Four Hundred Dollars ($10,400.00). This amount includes compensation for any and all access rights, together with damages to the remainder of Owner's property, if any, including, but not limited to any diminution in value due to acquiring part of Owner's whole property or due to the construction and operation of the Toll Road. This amount also includes compensation for any improvements on the Property and any potential damages to improvements on the Property or any remainder or other property owned by Owner but not acquired by the Tollway.

4. CLOSING, DEED AND TITLE, REAL ESTATE TAXES. UTILITIES:

a. Closing shall be on or about October 8, 2018.

b. THE DEED and TITLE: Owner shall convey or cause to be conveyed to the Tollway good and merchantable title to the Property by recordable warranty deed.

c. REAL ESTATE TAXES: Seller is responsible for their real estate tax liability. For partial acquisitions the general real estate taxes shall be paid by the Seller to and through the closing date, and the Seller shall indemnify and hold the Tollway harmless from and against any and all loss, damage or claim, suit or threat of suit, including reasonable attorney fees arising out of any nonpayment of real estate taxes. For full acquisitions the general real estate taxes shall be pro-rated to the date of closing and shall be based on the latest available tax information from the County Assessor or Collector's office and an adjustment and or credit shall be provided at closing.

d. UTILITIES: Owner shall be responsible for payment of all utility bills to and through the date possession is delivered to the Tollway. A credit or adjustment may be requested and provided for at and upon closing.

5. OCCUPANCY STATUS and RIGHT OF ENTRY: Property to be acquired is currently occupied by Owner and possession shall be delivered at closing.

6. NOTICE: All notices required shall be in writing and shall be served in the following manner:

-By personal delivery; or

-By mailing to the address noted herein by regular mail, certified mail with return receipt requested (notice shall be effective on the date of mailing); or

-By facsimile transmission and said notice shall be effective as of the date and time of transmission (business hours shall be 8:30 am to 6:30 pm central standard time) and any signatures there on shall be deemed original signatures.

7. DOCUMENTS FROM OWNER: The Tollway, in conjunction with the Seller's attorney, agrees to prepare the closing documents necessary for the conveyance of Property. The Owner agrees to timely execute any and all documents necessary to cause the timely transfer of the

Property to the Tollway in accord with this contract, including but not limited to a completed and executed ALTA statement, Ownership Affidavit Pursuant to 605 ILCS 10/9.12, Warranty Deed, Bill of Sale covering personal property if any, Affidavit of title, and a GAP Statement.

8. OWNER REPRESENTATIONS: Owner represents and warrants to the following to the best of Owner's actual knowledge and without any independent investigation:

(a) There are no zoning, building, fire, or health code violations affecting the Property;

(b) There is no plan to rezone the Property;

(c) There are no special assessment or tax proceedings, including but not limited to re-assessment, reduction, division, or petition for tax deed affecting the Owner's Real Estate and or Property;

(d) No knowledge of any boundary line or easement disputes or claims;

(e) Owner has full and absolute title to, and the unconditional authority to convey the Property;

(f) No person, partnership, corporation or other entity, including any lessee, has any right of first refusal or option to acquire the Property;

(g) There are no other contracts, agreements, arrangements or contractual obligations of any kind entered into by Owner, its agents, representatives or attorneys pertaining to or affecting the Property;

(h) There are no written or oral leases with respect to any portion of the Property, nor are there any tenants or parties in possession or with any rights of possession, including licenses, in respect to any portion of the Property;

(i) There is no action or proceeding pending against Owner and no such action or proceeding is anticipated or threatened that would impact this agreement;

(j) All insurance policies covering or relating to the Property or the operation or use thereof will be kept, and have been kept, in full force and effect, at the Owner's expense until the date of closing; and

(k) No labor, material or services have been furnished on or about the Property or any part thereof that have not been fully paid for and that might give rise to any liens or claims.

9. To the extent permitted by law, the Tollway hereby agrees to indemnify Owner and hold Owner harmless from liability or claim, whether from injury to person or damage to property, which may be asserted against Owner, arising from the construction work or any other actions which may be performed on Property by the Tollway, its employees, agents and contractors pursuant to the right of entry granted herein (See Exhibit "B"). However, there shall not be any indemnification for any injury to person or damage to property that is caused by the acts or omissions of the Owner. Owner agrees to give prompt notice to the Tollway of any such claim which may be made against Owner. Upon receipt of notice, the Tollway will cause such claim to be defended on the condition that Owner cooperates with the Tollway and its counsel in connection with the defense.

10. In the event Property is held in Trust, the Owner agrees to execute any and all documents necessary to cause the Trustee to timely transfer Property to the Tollway in accord with this contract. All Trustee fees in connection therewith shall be paid by Owner.

11. At the option of the Tollway, the acquisition of the Property may be closed in escrow with its Title Insurance Vendor or any other escrow company selected by the Tollway; the terms of said escrow to be consistent with this contract. The Tollway shall pay all escrow charges, title charges, closing costs, recording fees, title insurance costs and any other fees related to or arising out of this agreement and the transaction(s) contemplated herein.

12. The agreed upon compensation to be paid hereunder as provided in section 3., plus or minus all subject real estate tax pro-rations shall be due and payable to Owner at closing.

13. The Tollway and its representatives shall have reasonable rights to inspect Owner's property and improvements thereon and all personal property to be transferred, prior to closing.

14. The total agreed upon compensation to be paid hereunder constitutes fair and just compensation for good and merchantable title to any and all interests in the Property, free and clear of all claims of other parties, taxes, liens, encumbrances and/or objections. Until the title policy is issued, Owner shall indemnify and hold the Tollway harmless from and against any and all damages, claims or losses that result from any claim, tax, special assessment, lien, encumbrance and/or objection that affects the Property.

In the event mortgages or other liens, encumbrances and objections of a defined amount affect title to Owner's property and require the payment of money to clear, such sums necessary to clear title shall be deducted from the amount due Owner at closing. Owner shall cooperate and promptly provide necessary information and execute documents necessary to clear title.

Should claims, mortgages or other liens, encumbrances, title exceptions and objections arise that are beyond control of Owner, or that the Owner is not able to clear title, or Owner is not able to convey clear title to the Tollway, then the Tollway shall pursue eminent domain proceedings against the Property and the Owner to secure title to the Property. Upon such filing of eminent domain proceedings, the Owner agrees to waive service, file the appropriate appearance, and agrees to stipulate to the entry of a judgment in the amount of the total Just Compensation as set forth in Paragraph 3 above. The Tollway, as provided for by law, may exercise its "Quick Take" powers pursuant to the Illinois Eminent Domain Act (735 ILCS 30 et seq.) and the related provisions of the Code of Civil Procedure relating to quick take deposits, (735 ILCS 5/7-103, et seq.). The Owner shall have the right to withdraw said sums as provided by law.

15. Intentionally Omitted

16. Prior to closing or until delivery of possession, whichever occurs later, Owner shall be responsible for any loss or damage to the Property. Owner or Tenant shall deliver Property and personal property to the Tollway in the same condition as existed at the contract date, normal wear and tear excepted. Nothing herein shall be construed to grant Owner the right to remain in possession beyond the date established herein for delivery of possession, and the Tollway shall have the additional right to take any action available at law or in equity to acquire possession of Property. If the Tollway is required to initiate legal proceedings to obtain possession after the scheduled date for delivery of possession as set forth in this agreement, Owner shall also pay the Tollway all reasonable costs, fees and expenses, including attorneys' fees, incurred in connection with such legal proceedings.

17. If prior to closing the Property improvements are destroyed, partially or in total, by fire or other casualty, the Tollway may elect to renegotiate the purchase price, cancel this Contract or consummate this Contract and receive such insurance proceeds paid on the claim of loss.

18. Time is of the essence of this contract.

19. Owner shall disclose any and all ownership interest. This shall be done by completing and executing the attached Ownership Affidavit. All ownership interests shall be disclosed (eg. Individual, beneficial interest, trust, partnership, corporation or other entity) to comply with the provisions 605 ILCS 10/9.12.

20. This Contract for the sale of Owner's interest in Property, when duly accepted and executed by Owner and the Tollway, shall constitute the entire agreement between the parties, with neither party relying upon any statement or representation made by the other, and not contained herein. There are no other agreements, terms or conditions, either oral or written, between Owner and the Tollway.

21. Headings. The headings, captions, and numbering system used in this Agreement are used only as a matter of convenience and may not be considered in interpreting the provisions of the Agreement

22. Binding Effect. All of the provisions of this Agreement shall be binding upon the legal representatives, heirs, devisees, successors, and assigns of all parties hereto. If the Owner is a land trustee, the persons holding the power to direct the trustee, shall direct the trustee to execute this Agreement.

23. Exhibits Attached: ×Legal Description Exhibit A
Check applicable or strike ×W9 Form(s) must be attached
×Ownership Affidavit: must be attached
☐~~Exhibit B: Right of Entry~~
☐~~Exhibit C: Personal Property Description~~
☐~~Addendum/Rider: Yes _____ No _____~~

remainder of this page left blank

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, this __ day of August, 2018

THE VILLAGE OF WILLOW SPRINGS

_____
John M. Carpino, Mayor

_____
Mary Jane Mannella, Clerk

BUYER:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

_____
Chief Engineering Officer

_____
Executive Director or Chief Operating Officer

DISCLOSURE OF OWNERSHIP AFFIDAVIT –

TOLLWAY PARCEL NUMBER: **TW-3A-16-005**

Instructions. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all of the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed. If this is a negotiated agreement, this disclosure must be filed with the Tollway contemporaneously with the execution of the agreement.

The undersigned, pursuant to the requirements of 605 ILCS 10/9.12, discloses and represents under oath the following:

Title to the parcel is held in:

___ Individual **___ Corporation** **___ Limited liability company** **___ Partnership**

___ Beneficial Interest **___ Trust** **___ Land trust** **___ Other Entity**

Name and Address of each individual/entity	Description of Interest	Percentage of Interest

The undersigned states under oath and penalty of perjury that the foregoing disclosure of those having the above stated ownership interest in said parcel is true and complete.

Further Affiant sayeth naught.

By: _____
(signed)
Print Name:
Entity:
Title:

SUBSCRIBED AND SWORN to before me this _____day of _____, 20___.

_____
NOTARY PUBLIC

For Land Trusts, this Affidavit must be executed by the individual holding the greatest percentage of beneficial interest in the land.

605 ILCS 10/9.12

Sec. 9.12. Land disclosure requirements.

(a) Disclosure required. The Authority may not enter into any agreement or understanding for the use or acquisition of land that is intended to be used or acquired for toll highway purposes unless full disclosure of all beneficial interests in the land is made under this Section.

(b) Condemnation proceedings. If the Authority commences condemnation proceedings to acquire land that is intended to be used or acquired for toll highway purposes, the holders of all beneficial interests in the land must make full disclosure under this Section unless the court determines that the disclosure would cause irreparable harm to one or more holders of a beneficial interest.

(c) Beneficial interests. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed.

(d) Written statement. Disclosure must be made by a written statement filed (i) with the Authority contemporaneously with the execution of the agreement or understanding or (ii) in the case of a condemnation proceeding, with the Authority and the court within a time period ordered by the court. Each individual and entity must be disclosed by name and address and by a description of the interest held, including the percentage interest in the land held by the individual or entity. The statement must be verified, subject to penalty of perjury, by the individual who holds the greatest percentage of beneficial interest in the land.

(e) Recordation. The Authority must file the statement of record with the recorder of each county in which any part of the land is located within 3 business days after the statement is filed with the Authority.

(f) Agreements and understandings void. Any agreement or understanding in violation of this Act is void.

(g) Penalty. A person who knowingly violates this Section is guilty of a business offense and shall be fined $10,000.

(h) Other disclosure requirements. The disclosure required under this Act is in addition to, and not in lieu of, any other disclosure required by law.

(Eff. 8-2-02.)

EXHIBIT 'A'

ROUTE: TRI-STATE TOLLWAY (I-294)
SECTION: 3A
COUNTY: COOK
JOB NO.: RR-14-4221
PARCEL: TW-3A-16-005
STATION: 1107+08.74 to 1108+36.09
OWNER: THE VILLAGE OF WILLOW SPRINGS
PIN: NONE ASSIGNED

LEGAL DESCRIPTION

THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2011 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, COMBINATION FACTOR = 1.000030485, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5 IN BLOCK 6 OF SAID SUBDIVISION, ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL, 60.04 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 5, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF I-294 PER CASE 58 S 8766; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 15.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY LINE 44.59 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF I-294. TOLLWAY PARCEL T-3A-187, ACQUIRED PURSUANT TO AN AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011853, BEING ALSO THE SOUTHERLY LINE OF VACATED RUST TRAIL, VACATED BY AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011854; THENCE SOUTH 87 DEGREES 37 MINUTES 46 SECONDS EAST, ON SAID SOUTHERLY RIGHT OF WAY LINE, 90.37 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE SOUTH 40 DEGREES 42 MINUTES 43 SECONDS EAST, ON SAID NORTHEASTERLY RIGHT OF WAY LINE, 60.36 FEET; THENCE NORTH 81 DEGREES 07 MINUTES 57 SECONDS WEST, 101.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.080 ACRES (3,464 SQUARE FEET), MORE OR LESS.