

Item #4:
Ord. Ratifying Purchase Agreement For Archer Lots

VILLAGE OF LONG GROVE
ORDINANCE NO. 2015-O-____

**AN ORDINANCE RATIFYING AND APPROVING AN AGREEMENT FOR
THE SALE OF REAL PROPERTY TO LONG GROVE INVESTMENTS LLC
(Archer Lots)**

WHEREAS, the Village of Long Grove (the "**Village**") is the owner of certain property commonly known as 282, 284, 286, and 288 Archer Road and located on the east side of Archer Road between Robert Parker Coffin Road and Old McHenry Road, which is legally described on Exhibit A attached hereto (the "**Archer Lots**"); and

WHEREAS, the Archer Lots consist of vacant land within the Village's B-1 Historic District; and

WHEREAS, the Archer Lots are also located within a tax increment financing district approved by the Village (the "**TIF District**") in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "**TIF Act**"); and

WHEREAS, consistent with the redevelopment plan for the TIF District and the authority granted pursuant to Section 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), the Village is authorized to sell the Archer Lots for redevelopment purposes; and

WHEREAS, the Village has actively marketed the Archer Lots for redevelopment purposes consistent with the redevelopment plan for the TIF District, initially through a request for qualifications for a person to redevelop the Archer Lots and through a listing for sale with a real estate broker since 2012; and

WHEREAS, on September 22, 2014, the Village was presented with an offer and proposed contract for the purchase of all four Archer Lots for the price of \$1,000,000.00 (the "**First Offer**") from Long Grove Investments LLC ("**LGI**"); and

WHEREAS, pursuant to a prior redevelopment agreement that the Village had entered into with Sunset Grove LLC ("**Sunset Grove**") relating to the TIF District, the First Offer was nullified by Sunset Grove's exercise of a right of first refusal to purchase the Archer Lots (the "**Sunset Contract**"); and

WHEREAS, on January 21, 2015, Sunset Grove terminated the Sunset Contract; and

WHEREAS, on January 26, 2015, LGI submitted a renewed contract to purchase the Archer Lots that was substantially identical to the First Offer (the "**LGI Contract**"); and

WHEREAS, the President and Board of Trustees considered the LGI Contract in executive session on January 27, 2015, and directed the Village Manager to execute and deliver the LGI Contract subject to formal ratification at the Village Board's next meeting on February 10, 2015; and

WHEREAS, pursuant to the Village Board's direction, the Village Manager has executed the LGI Contract, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to ratify the Village Manager's execution of the LGI Contract and approve and authorize the sale of the Archer Lots to LGI in accordance with the LGI Contract;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

Section One: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section Two: Ratification and Confirmation. The President and Board of Trustees hereby ratify and confirm the execution of the LGI Contract and the Village's approval of the sale of the Archer Lots to LGI for a total purchase price of \$1,000,000.00 subject to all other material terms of the LGI Contract.

Section Three: Execution. The Village President, Village Manager, Village Clerk, and Village Attorney shall be, and are hereby, authorized and directed to do all things necessary related to the closing of the sale of the Archer Lots.

Section Four: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval and publication in pamphlet form as provided by law.

PASSED THIS ____ DAY OF FEBRUARY, 2015.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

APPROVED THIS ____ DAY OF FEBRUARY, 2015.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT B
LGI CONTRACT

DRAFT



**MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL SALES CONTRACT**



1 FROM: (Buyer) Long Grove Investments LLC
 2
 3 TO: (Seller) Village of Long Grove (Name)
 4 (Name) DATE: 1/14/15
 5

6 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
 7

8 Archer Road lots 2-5 Long Grove Lake IL 60047
 9 Street City County State Zip

10 lot size approximately 0.96 acre Permanent Index No.: _____ together with
 11 improvements thereon.
 12
 13

14 **INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if
 15 any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades,
 16 window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving,
 17 interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:
 18 _____
 19 _____
 20

21 **EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:
 22 _____
 23 _____
 24

25 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating
 26 condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.
 27

28 **1. PURCHASE PRICE:** Purchase Price of \$ 1,000,000 Cash shall be paid as follows:
 29 Initial earnest money of \$ 50,000
 30 to be increased to a total of \$ _____ by check, cash OR note due on _____, 20 _____
 31 by _____, 20 _____. The earnest money
 32 and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties.
 33 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of
 34 funds, or by Certified, Cashier's, Mortgage Lender's or title company's check (provided that the title company's check is guaranteed
 35 by a licensed title insurance company).
 36

37 **2. CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
 38 See Rider A, by conveyance by stamped recordable warranty deed (or other appropriate deed if
 39 title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only
 40 to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and
 41 building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if
 42 any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However,
 43 Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office
 44 of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by
 45 deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers'
 46 commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at
 47 closing.
 48

49 **3. FINANCING:** This contract is contingent upon the ability of Buyer to secure within n/a days of the Date of Acceptance, a
 50 firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of
 51 \$ _____, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to
 52 exceed _____%, said loan to be amortized over a minimum of _____ years, with a loan service charge not to exceed
 53 _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its
 54 commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan
 55 contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO
 56 NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH
 57 COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR
 BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's

Buyer Initial MID Buyer Initial DR Seller Initial _____ Seller Initial _____
 Address _____
 (Page 1 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS®

174 extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
175 presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title
176 commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer,
177 then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that
178 may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior
179 to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a
180 definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign
181 any other customary forms required for issuance of an ALTA 2006 Insurance Policy.
182

183 **13. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to
184 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees
185 and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest
186 money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the
187 disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by
188 the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including
189 reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless
190 from any and all conflicting claims and demands arising under this paragraph.
191

192 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any
193 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 194 (a) By personal delivery of such Notice; or
- 195 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
196 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 197 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the
198 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-
199 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 200 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice
201 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to
202 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-
203 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
204 Business Day after transmission; or
- 205 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit
206 with the overnight delivery company.
207

208 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours
209 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
210

211 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.
212

213 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be destroyed or
214 materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either
215 terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together
216 with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
217 Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged
218 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
219 Contract, except as modified in this paragraph.
220

221 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer,
222 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land
223 surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties)
224 and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is
225 unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or
226 encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including
227 fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may
228 be required by Buyer's lender or desired by Buyer.
229

230 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without
231 warranty of merchantability or fitness for particular purpose.

Buyer Initial		Buyer Initial		Seller Initial		Seller Initial	
Address _____							
(Page 4 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS®							

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20. CLEAN CONDITION: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

21. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

22. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.

23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

Optional Provisions (Applicable ONLY if Initialed by All Parties)

_____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

_____ The terms of Rider(s) A _____ attached hereto are made a part hereof.

LINES 272 THROUGH 288 INTENTIONALLY LEFT BLANK.

Buyer Initial	<u>MAJ</u>	Buyer Initial	<u>DMZ</u>	Seller Initial	_____	Seller Initial	_____
Address	_____						_____
(Page 5 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS®							

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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

Date of Offer 1/14/15
 Buyer Signature [Signature]
 Buyer Signature _____

DATE OF ACCEPTANCE 1/27/15
 Seller Signature [Signature]
 Seller Signature _____

Print Buyer(s) Name(s) [Required]
 Long Grove Investments LLC
 Corporation/Limited Liability Corporation (LLC)
 By - Print Name Marsha Lynn Forsythe
 1111 Wills Avenue
 Address
 Wheeling IL 60090
 City State Zip
 Phone _____ E-mail _____

Print Seller(s) Name(s) [Required]
Village of Long Grove
 Corporation/Limited Liability Corporation (LLC)
 By - Print Name David Larkovich
 3100 Old McKinney Rd
 Address
 Long Grove IL 60087
 City State Zip
 Phone 877-634-9940 E-mail DLarkovich@longgrove.net

FOR INFORMATION ONLY

REMAX Action 23089
 Selling Office Gregg Bernadette MLS # 237530
 Buyer's Designated Agent (847)751-0060 MLS #
 Phone gbern1313@att.net Fax
 E-mail
 Buyer's Attorney _____ E-mail _____
 Phone _____ Fax _____
 Mortgage Company _____ Phone/Fax _____

Landmark Partners
 Listing Office Ron Roberti MLS #
 Listing Designated Agent (847)651-0656 MLS #
 Phone _____ Fax _____
 E-mail _____
 Seller's Attorney _____ E-mail _____
 Phone _____ Fax _____
 Management Co./Other Contact Phone/Fax _____

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20__ at _____:____ AM/PM and rejected on _____, 20__ at _____:____ AM/PM (Seller Initials).

Buyer Initial [Signature] Buyer Initial [Signature] Seller Initial _____ Seller Initial _____
 Address _____
 (Page 6 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS®

**RIDER ("RIDER") TO
COMMERCIAL SALES CONTRACT
FOR THE PURCHASE AND SALE OF
ARCHER ROAD, LOTS 2-5, LONG GROVE, ILLINOIS**

1. Agreement. Reference is made to that certain Commercial Sales Contract dated as of January 14, 2015 ("Printed Contract") by and between Long Grove Investments LLC, an Illinois limited liability company ("Buyer") and The Village of Long Grove, Illinois ("Seller") relating to that certain property more particularly described therein and commonly known as Lots 2-5, Long Grove, Illinois (the "Property"). Capitalized terms not expressly defined herein shall have the meaning ascribed to such terms in the Printed Contract.

2. Conflicts. In the event of any inconsistency between the terms of this Rider and the Printed Contract, the terms, provisions and conditions of this Rider shall control. This Rider and the Printed Contract are collectively referred to herein as the "Agreement."

3. Investigation of Property.

(a) Within ninety (90) days of the Date of Acceptance, ("Investigation Period"), Buyer shall have the right to investigate the Property, including, without limitation, reviewing (i) the availability of video gaming licenses to premises developed on the Property, (ii) the present zoning classification and other restrictions on the Property for purposes of determining whether the Property can be used for the Buyer's proposed use, and (iii) the environmental condition of the Property. Seller agrees to provide Buyer with his full cooperation in regard to Buyer's efforts to obtain all appropriate or relevant information concerning the Property, including allowing Buyer, and all agents, representatives and other persons designated by Buyer, to enter on any portion of the Property for the purpose of investigation and discovery. Upon its receipt of such documentation as may be necessary to satisfy Buyer with respect to the foregoing matters, Buyer agrees to waive the remainder of the Investigation Period and to close the transaction at an earlier date as set forth in Section 5 of this Rider.

(b) Buyer shall have the right to terminate this Agreement in the event that prior to the end of the Investigation Period, Buyer determines in Buyer's sole judgment that Buyer cannot feasibly develop the Property for Buyer's proposed use. No such termination shall be effective unless Buyer shall deliver written notice to Seller of Buyer's election to terminate this Agreement, which notice must be delivered not later than the end of the Investigation Period (if not a business day, then the end of the Investigation Period shall be the next business day) (the "Election Notice"). In the event Buyer delivers the Election Notice, any Earnest Money shall be returned promptly to Buyer and this Agreement shall be terminated and cancelled in all respects and neither Buyer nor Seller will have any further rights or obligations hereunder. If Buyer fails to timely deliver the Election Notice on or prior to the end of the Investigation Period, then Buyer shall be deemed to have elected not to exercise his termination rights hereunder and this Agreement shall remain in full force and effect.

4. Closing Date. The Closing shall take place ten (10) days after the expiration of the Investigation Period, or such earlier date in the event Buyer shall elect to waive portions of

01/16/2015 15:03 FAX

the Investigation Period and its right to terminate the Agreement as set forth in Section 3(b) above.

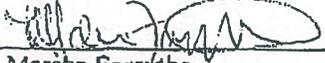
IN WITNESS WHEREOF, the parties have executed this Rider as of the dates set forth below.

BUYER:

SELLER:

LONG GROVE INVESTMENTS LLC

THE VILLAGE OF LONG GROVE

By: 
Name: Marsha Forsythe
Its: Member

By: 
Name: David W. [unclear]
Its: Village Manager

Dated: January 14, 2015

Dated: 1/27, 2015