

VILLAGE OF BRADLEY

RESOLUTION NO. R-9-21-4

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN VILLAGE-OWNED PROPERTY
IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS
(307 S. Douglas)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13th DAY OF September, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 13 day of Sept, 2021

RESOLUTION NO. R-9-21-4

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN VILLAGE-OWNED
PROPERTY IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS
(307 S. Douglas)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) provides that the Corporate Authorities of the Village may authorize the sale, by Village Staff, of any surplus public real estate owned by the Village; and

WHEREAS, the Village presently owns certain property, located within its corporate boundaries, which property is legally described on Exhibit A attached hereto and fully incorporated herein (the "Village Property"); and

WHEREAS, the Village Property (i) is comprised of approximately 8,975.02 square feet, (ii) is presently a vacant lot, and (iii) is presently zoned R-4 (Single Family Residence); and

WHEREAS, the Corporate Authorities of the Village have determined that the Village Property is no longer necessary to, appropriate for, or required for the best interests of the Village and its citizens; and

WHEREAS, the Village Property was appraised by Don E. St. Germaine Jr., on January 22, 2021, and he determined that the fair market value of the Village Property is \$20,880.00; and

WHEREAS, the January 22, 2021, appraisal of the Village Property is a MAI certified appraisal or by a written certified appraisal of a State certified or licensed real estate appraiser and is presently available for public inspection in the office of the Village Clerk during normal business hours; and

WHEREAS, Village Staff have negotiated a contract of sale for the Village Property (the "Contract"), at a total price of \$22,400.00, which is more than 80% of the appraised value of the Village Property (a copy of the Contract is attached hereto as Exhibit B and fully incorporated herein); and

WHEREAS, the Corporate Authorities have reviewed the Contract and have determined that the terms and conditions thereof are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have, by the affirmative vote of two-thirds (2/3) of said Corporate Authorities, determined that entering into the Contract is in the best interests of the Village and its Citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby determine and declare that the Contract, a copy of which is attached hereto as Exhibit B and fully incorporated herein, is fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to sign, and the Village Clerk to attest, said Contract, and further to take any and all actions necessary to close on the sale of the Village Property, as set forth therein, including but not limited to the execution of any and all closing documents.

SECTION 3. The Village Clerk is hereby authorized and directed to publish this Resolution at the first opportunity following its passage in a newspaper published in the Village or, if none, then in a newspaper published in the Kankakee County.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of Sept., 2021.

TRUSTEES:

RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> X </u>
BRIAN BILLINGSLEY	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – ___ Nay – ___ Absent – ___

TOTALS: Aye – 5 Nay – Ø Absent – 1

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

APPROVED this 13 day of September, 2021.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-9-21-4, "A RESOLUTION AUTHORIZING THE SALE OF CERTAIN VILLAGE-OWNED PROPERTY IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS (307 S. Douglas)," which was adopted by the Village Corporate Authorities at a meeting held on the 13 day of Sept, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of Sept, 2021.



JULIE TAMBLING, VILLAGE CLERK

(SEAL)



2004-01-10

2004-01-10

2004-01-10

2004-01-10

2004-01-10

2004-01-10

2004-01-10

2004-01-10

2004-01-10

Handwritten signature

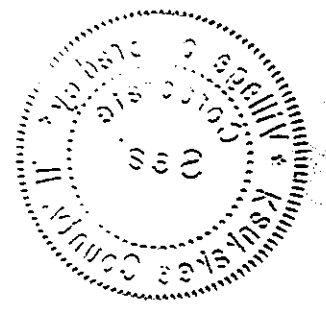


EXHIBIT A

Exhibit A

Legal Description of Subject Property

Lot 2, Scottsdale Subdivision, being a Subdivision of part of Lot 7 of the R.O. Danforth Estate Subdivision of Section 28, Township 31 North, Range 12 East of the Third Principal Meridian, situated in the County of Kankakee and State of Illinois.

Bearing the present P.I.N.: 17-09-28-300-002

Commonly known as: 307 S. Douglas Drive, Bradley Illinois 60915

EXHIBIT B

Real Estate Purchase and Sale Agreement

THIS AGREEMENT is made and entered into as of this 13 day of September, 2021 being the last date of execution hereof as set forth beneath the signatures below (the "Date of this Agreement") by the Board of Education of Bradley Elementary School District #61 (collectively referred to herein as the "Buyer") and between the Village of Bradley, an Illinois municipal corporation (collectively referred to herein as the "Village" or "Seller").

WITNESSETH:

WHEREAS, the Village wishes to sell and the Buyer wishes to purchase a certain parcel of real estate, that is commonly known as 307 S. Douglas, Bradley, Illinois 60915 (P.I.N.: 17-09-28-300-002) and is legally described in Exhibit A attached hereto (the "Parcel");

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. AGREEMENT TO PURCHASE.

Seller agrees to sell, convey and assign to Buyer by quit claim deed, and Buyer agrees to purchase and accept from Seller under the terms and for the purchase price set forth hereinafter, the following:

(a) The Parcel subject to all easements, rights-of-way, permits, licenses and all other rights appurtenant thereto (collectively referred to herein as the "Land"); and

(b) All improvements and structures as may be located on the (collectively referred to herein as the "Improvements"), if any; and

(c) All attached fixtures owned by Seller and located on the Land as of the date of Closing (collectively referred to herein as the "Personal Property"), if any.

The Land, Improvements and Personal Property are herein sometimes collectively referred to as the "Property."

2. PURCHASE PRICE.

The total purchase price (the "Purchase Price") to be paid to Seller by Buyer for the Property shall be the sum of Twenty Two Thousand Four Hundred and No/100s Dollars (\$22,400.00) which shall be payable at Closing (as defined in Section 6 below).

3. TITLE.

Title Commitment. Within (5) business days after the Acceptances Date, Seller, at their sole expense, shall order a title insurance commitment ("Title Commitment") showing title to the Land and Improvements in Seller, and issued by Chicago Title & Trust Company ("Title Company"), wherein the Title Company shall commit to issue to Buyer an American Land Title Association ("ALTA") owners title insurance policy ("Title Policy") in the amount of the purchase price, subject only to those matters of title approved by the Buyer. The Title

Commitment, and ultimately, the Title Policy, may include at Buyer's sole expense any additional endorsements which Buyer is able to get the Title Company to approve and issue.

4. CONVEYANCE.

Conveyance by Seller to Buyer of the Property shall be by quit claim deed in recordable form (the "Deed") and such Deed shall convey to Buyer the interest which may be owned and titled in Seller to the Property. Title to the Personal Property, if any, shall be conveyed by bill of sale (the "Bill of Sale").

5. REPRESENTATIONS AND WARRANTIES.

(a) Buyer and Seller each represent and warrant to the other that they have not dealt with any broker or finder with respect to the transaction contemplated by this Agreement. Seller and Buyer shall each indemnify and hold harmless the other from any loss, cost or expense (including attorneys' fees) resulting from any claim by any broker, finder, or agent claiming to have dealt with the indemnifying party with respect to this transaction, which obligation shall survive the Closing and any termination of this Agreement.

(b) Seller makes no representations or warranties regarding the Property. Buyer shall accept the Property at Closing "AS-IS, WHERE-IS." Buyer agrees and acknowledges that neither Seller nor any agent, attorney, or representative of Seller nor any other agent, attorney or representative, has made any representations respecting or has made any warranty whatsoever, express or implied, regarding the Property, including, without limitation, representations as to the physical nature or condition of the Property, the environmental condition thereof, the prior use of the Property, or its compliance with any applicable laws or regulations. Buyer acknowledges that this transaction is an "As-Is, Where-Is" conveyance and that Seller shall have no responsibility for any damages caused by the conditions on the Property upon transfer of title. Buyer also agrees and acknowledges that in executing, delivering and performing this Agreement, Buyer does not rely upon any statement or information to whomsoever made or given, directly or indirectly, verbally or in writing, by Seller or Seller's agents.

6. PROVISIONS WITH RESPECT TO CLOSING.

(a) Closing shall take place within 30 days of the Acceptance date of the Agreement, or on such earlier date as may be agreed to by Seller and Buyer (the "Closing Date"). All the documents referred to in subsection (b) of this Section 6 and the Purchase Price shall be delivered on the Closing Date.

(b) At the Closing, Seller shall deliver the following, all in form and substance reasonably satisfactory to Buyer:

- (i) A Quit Claim Deed duly executed by the Seller; and
- (ii) Bill of Sale executed by Seller conveying the Personal Property, if any.

(c) At the Closing, Buyer shall deliver the following:

- (i) Cashier's check for \$22,400.00; and
- (ii) Any and all other documents necessary to purchase the Property from Seller.

7. ADJUSTMENTS. There shall be no adjustment to the Purchase Price.

8. REMEDIES.

(a) If Seller should fail to consummate the sale contemplated herein for any reason other than Buyer's default hereunder or is otherwise in default hereunder, Buyer shall have the right, after giving Seller not less than ten (10) days' written notice of such default, if such default still remains uncured after the notice period, either (i) to enforce specific performance of this Agreement by commencing an action within fifteen (15) days following the expiration of such cure period, or (ii) to terminate this Agreement.

(b) If Buyer should fail to consummate the sale contemplated herein for any reason other than Seller's default hereunder this Agreement shall be terminated with neither party having any further right or obligation hereunder, except for such rights and obligations that specifically survive the termination of this Agreement.

9. MODIFICATIONS, WAIVERS, ETC.

(a) Each party reserves the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modifications, waiver, amendment, discharge or change is sought.

(b) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

10. NOTICES.

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served (a) on the date of delivery, if delivered by hand, (b) on the third (3rd) business day following mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, (c) on the first business day following delivery to an overnight courier, if served by overnight courier, or (d) on the date of confirmed transmission, if sent by facsimile and received not later than 5:00 p.m. or on the next business day if received after 5:00 p.m. Notices shall be addressed as follows:

If to Seller: Village of Bradley
147 South Michigan Avenue
Bradley, Illinois 60915
Attn: Village Clerk

With a copy to: Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attn: Jeffrey S. Taylor
jtaylor@spesia-taylor.com

If to Buyer: Dr. Scott Goselin
Bradley Elementary School District #61
111 N. Crosswell Ave.
Bradley, IL 60915
SGoselin@besd61.k12.il.us

With a copy to: Robbins Schwartz
55 W. Monroe Street Suite 800
Chicago, Illinois 60603
Attn: Howard A. Metz
hmetz@robbins-schwartz.com

11. MISCELLANEOUS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns. Buyer shall not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(c) The Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Further, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to federal court.

(d) Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(e) Time is of the essence of this Agreement.

(f) Each individual executing this Agreement hereby warrants that he or she has full authority to execute and deliver this Agreement and to consummate or cause the consummation of the obligations of such party contained herein.

(g) In the event that the Closing Date or any other deadline date described in this Agreement falls on a Saturday, Sunday or a holiday (any other day being referred to herein as a "Business Day"), the Closing Date or other deadline date shall be deemed to be the next Business Day.

(g) This document may be executed in multiple counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument notwithstanding that the parties are not signatories to the same counterpart.

[signatures to follow]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the date first set forth above.

SELLER:

VILLAGE OF BRADLEY

By: Michael Watson

Michael Watson

Title: Village President

Attest:

By: Julie Tambling

Julie Tambling

Title: Village Clerk

BUYER:

BOARD OF EDUCATION OF BRADLEY ELEMENTARY SCHOOL DISTRICT #61

By: Dr. Scott Goselin

Dr. Scott Goselin

Title: Superintendent

Exhibit A

Legal Description of Subject Property

Lot 2, Scottsdale Subdivision, being a Subdivision of part of Lot 7 of the R.O. Danforth Estate Subdivision of Section 28, Township 31 North, Range 12 East of the Third Principal Meridian, situated in the County of Kankakee and State of Illinois.

Bearing the present P.I.N.: 17-09-28-300-002

Commonly known as: 307 S. Douglas Drive, Bradley Illinois 60915