



Office of the Village Administrator
Resolution

To: Mayor and Board of Trustees

From: Eric Guenther, Village Administrator

For: Village Board Meeting of: March 8, 2021

Subject: Offer for Sale - 240 West Greggs Parkway, Vernon Hills as Surplus Real Estate

Financial Impact:

Attachments:

1. IGA for Water Reservoir Parcel (PDF)
-

Motion

Motion to Adopt a Resolution Authorizing the Village Administrator to Offer For Sale 240 West Greggs Parkway, Vernon Hills as Surplus Real Estate.

Comments

RESOLUTION NO. (ID # 4665)

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE VILLAGE OF MUNDELEIN
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT REGARDING
THE SALE OF 240 W. GREGGS PARKWAY, VERNON HILLS,
TO THE COUNTY OF LAKE TO BE USED AS A WATER RESERVOIR**

WHEREAS, the Village of Mundelein is an Illinois municipal corporation (the "Village") with home-rule authority and the adoption of this resolution is being done through its home-rule powers;

WHEREAS, the Village has negotiated with the County of Lake, an Illinois body politic and corporate (the "County"), for the sale of real property situated at 240 W. Greggs Parkway, Vernon Hills, Illinois.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, it is hereby determined that it is necessary, convenient, and desirable that the Village sell the Subject Property for the use of the County in accordance with the terms, conditions, and contingencies set forth in the Intergovernmental Agreement Regarding the Sale of 240 W. Greggs Parkway, attached hereto as **Exhibit A**;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: That the Village Administrator, or his designee, is authorized to sign, and the Village Clerk is authorized to attest such signature, on behalf of the Village, the Intergovernmental Agreement Regarding the Sale of 240 W. Greggs Parkway, and those documents that are necessary to affect the sale of the Subject Property in accordance with the terms and conditions of the Intergovernmental Agreement regarding the Sale of 240 W. Greggs Parkway, attached hereto as Exhibit A.

PASSED this 8th day of March 2021 by a roll call vote.

President

PASSED: March 8, 2021 _____

APPROVED: March 8, 2021 _____

ATTEST: _____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING
SALE OF 240 W. GREGGS PARKWAY, PIN # 11-32-200-002**

This intergovernmental agreement (“**Agreement**”) is between the County of Lake, Illinois, organized under 55 ILCS 5/1-1001 *et seq.* (“**County**”) and the Village of Mundelein, Illinois, organized under 65 ILCS 5/1-1-1 *et seq.* (“**Mundelein**,” and together with the County “**Parties**”), both of which may enter such an agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) shall be deemed the “Effective Date” of the Agreement.

Recitals

Whereas:

1. Mundelein owns a 5.45-acre parcel of land in Vernon Hills, Illinois, with a common address of 240 W. Greggs Parkway and a PIN # 11-32-200-002 (“**Parcel**”). Mundelein acquired this parcel for its use as a water reclamation facility, but that use has been superseded in purpose through the passage of time, except for a sewer main that runs through the Parcel.
2. The County seeks to construct a two-million-gallon water reservoir, which will expand the storage capacity of the Village of Vernon Hills water system and provide it with enhanced emergency reserves (the “**Water Reservoir**”).
3. In furtherance of the development of the Water Reservoir, this Agreement seeks to facilitate the sale of the Parcel to the County while maintaining, through an easement that the County will grant to Mundelein, Mundelein’s right to use a relevant part of the Parcel after the conveyance to the County occurs.

In light of the foregoing, the Parties now agree as follows:

Article 1. **Purchase Price; Payment on Closing.** The County agrees to pay, and Mundelein agrees to accept, at Closing (as hereinafter defined) the amount of \$425,000 for the Parcel (the Payment).

- 1.1 **Closing.** The closing of the transaction contemplated in this Agreement (“Closing”) shall take place through a deed and money escrow at the offices of a title company to be named later and shared with Mundelein before Closing (“Title Company”). Unless the Parties otherwise mutually agree in writing, the Closing shall occur 15 days after the satisfaction of all of the requirements set forth in Sections 1.2 through 1.7 of this Agreement, unless otherwise agreed in writing by the Parties (the “**Closing Date**”). At the Closing, the county shall deliver to Mundelein the Payment. Mundelein shall deliver to the County a recordable quitclaim deed for the Parcel in the form attached to this Agreement as Exhibit A, and the county shall grant a utility easement upon the Parcel to Mundelein

pursuant to, and depicted in, an easement agreement in the form attached to this Agreement as Exhibit B. The County will record the deed and easement with the Lake County Recorder's Office. In the event the Closing does not occur within 12 months from the date of this Agreement, this Agreement shall become void without further action by either Party.

- 1.2 **Zoning Contingency.** As a condition precedent to Closing, the Village of Vernon Hills must approve a special use permit and such other zoning relief as the County determines to be necessary in order to allow the County to construct the Water Reservoir (the "**Requested Zoning**"), Mundelein agrees to assist the County with obtaining the requested Zoning from Vernon Hills, to the extent such assistance is necessary (such as, for example, if the application need to be submitted by the Parcel's current owner). The County agrees to take primarily responsibility for completing all of the application requirements and otherwise coordinating the process with Mundelein.
- 1.3 **Access Easement.** The Village of Vernon Hills must approve a permanent easement granting the County and Mundelein the right to access the Parcel along the existing road that leads from Butterfield Road to the Parcel.
- 1.4 **Utility Easement.** Unless waived in writing by the County, the Village of Vernon Hills must approve a utility easement allowing the County to connect the Water Reservoir with the County's existing water main that runs along the western edge of the Parcel.
- 1.5 **Environmental Studies.** Prior to the Closing Date (the "Review Period"), and subject to the County's undertakings in Section 2.2 of this Agreement, Mundelein shall allow the County the right, at the County's sole expense, to (1) examine and evaluate the physical and environmental condition of the Parcel and conduct such tests and inspections as the County reasonably deems appropriate, including, without limitation, soil borings and conducting a Phase I Environmental Assessment, but in no event shall the County have the right to conduct a Phase II Environmental Assessment without the prior written consent of Mundelein, (2) obtain and review a survey of the Parcel (as further set forth below), (3) review all title documents set forth below, and (4) perform such other examinations, inspections, studies, inquiries, and projections relating to the Parcel as the County deems reasonably appropriate (collectively, "**County's Examinations**"). In connection with the County's Examinations, Mundelein shall allow the County and such agents of the County as it, in its reasonable discretion, may designate, the right, license, and privilege, during the Review Period to enter upon the Parcel at such reasonable times as the County desires for the purpose of performing the County's Examinations. If the County determines, in the County's sole and absolute discretion, that any of County's Examinations, or results relating to them, are unsatisfactory, then the County may terminate this Agreement by written notice to Mundelein, delivered at any time prior to the Closing.

- 1.6 **Title Commitment, ALTA Survey, and Title Policy.** The County shall obtain, at its sole cost an ALTA Survey and a title commitment from the Title Company for a current ALTA Owner's Form B Title Policy for the Parcel covering fee simple and marketable title to the Parcel in the amount of the Payment ("**Title Commitment**"), together with copies of all documents (and plats of record) referred to in it. In the event that the ALTA Survey or Title Commitment presents conditions or encumbrances on the Parcel that are unacceptable to the County in its sole discretion, the County shall have the right to terminate this Agreement at any time before the Closing Date. At the Closing, the County shall have the right to receive, at its cost, a current ALTA Form Owner's Title Policy issued by the Title Company in the amount of the Payment (subject only to the Permitted Exceptions) with extended coverage over the general exceptions. The County agrees to provide Mundelein with a copy of the ALTA survey.
- 1.7 **Right to Terminate.** If any of the foregoing items are not completed to the County's satisfaction and in the County's sole and absolute discretion, or there arise other impediments that prevent the County from constructing the Water Reservoir, then the County shall have the right to terminate this Agreement by written notice to Mundelein, at any time before the Closing Date, and Mundelein will retain full ownership of the Parcel.

Article 2. **Additional Access the Parcel for Preliminary Engineering.**

2.1 Pre-Closing Access. During the Review Period, and subject to the County's undertakings in Section 2.2 of this Agreement, Mundelein hereby grants license to the County, its officers, employees, agents, representatives, and contractors (the "**County Licensees**") to access the Parcel to perform any preliminary engineering activities that may be required to design or otherwise plan for the construction of the Water Reservoir.

2.2 The County agrees to indemnify Mundelein for all claims, demands, damages, liabilities, and costs incurred by Mundelein that directly or indirectly result from, or arise in connection with, any negligent act or omission of the County Licensees pertaining to their access to and their acts or omissions on the Parcel.

Article 3. **Notices.**

Any notice under this Agreement may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the County:
Austin McFarlane

Interim Public Works Director
 Email: AMcFarlane@lakecountyil.gov
 650 W. Winchester Rd.
 Libertyville, IL 60048
 Ph.: (847) 377-7500

To Mundelein:

Eric J. Guenther
 Village Administrator
 Email: eguenther@mundelein.org
 300 Plaza Circle
 Mundelein, IL 60060
 Ph.: (847) 949-3225

Article 4. **Acknowledgments and Other Provisions.**

- 4.1 **Force majeure.** The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments it assumes in this Agreement if a force majeure prevents their completion.
- 4.2 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.
- 4.3 **Modification; Entire Agreement.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.
- 4.4 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 4.5 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 4.6 **Term.** Upon becoming effective, this Agreement shall remain in effect until the Closing has occurred, or for one year, whichever is sooner, unless extended by a writing indicating mutual consent to do so.
- 4.7 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or

condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

4.8 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

4.9 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

4.10 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

4.11 **Recitals.** The recitals above are incorporated into the body of this agreement.

Signed:

The County of Lake

Village of Mundelein

By Sandy Hart
Its County Board Chair

By
Its

Date: _____

Date: _____

Exhibit A
(Quitclaim Deed)

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

Mary Ellen Vanderverter

Lake County Recorder of Deeds

18 N COUNTY ST – 6th FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
fax (847) 984-5860
website: <http://www.lakecountyil.gov/recorder>

QUITCLAIM DEED



Space Above for Recorder's Use

Return Recorded Document To:

Name & Address of Taxpayer:

THE GRANTOR(s) _____

of the City/Village of _____ County of _____ State of _____

for and in consideration of _____ Dollars, CONVEY and QUITCLAIM to

THE GRANTEE(s) _____

(Grantee's address) _____

of the City/Village of _____ County of _____ State of _____

in the form of ownership: _____
(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

(Note: If additional space is required for legal, attach on a separate 8½ x 11 sheet)

Permanent Index Number(s) P.I.N. _____

Property Address _____

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

Dated this _____ day of _____, _____.

Signature(s) of Grantor(s):

(Printed Name)

(Printed Name)

STATE OF ILLINOIS }
 } SS
County of Lake }

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ is personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____, _____.

Notary Public

My commission expires _____, _____.

Name & Address of Preparer:

Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph ____

Section 4, Real Estate Transfer Act

Date: _____

Signature of Buyer, Seller or Representative

**This copy is provided by the Recorder
for use in Lake County, Illinois
(revised March 5, 2014)**

**A legal opinion is recommended prior to
taking final action with this deed.**

**Changes in ownership may have tax,
inheritance and other legal ramifications.**

Mary Ellen Vanderventer
Lake County Recorder

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

Exhibit B
(Form of Utility Easement)

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space above this line for recorder's use only)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, by and between THE COUNTY OF LAKE, an Illinois body politic and corporate ("Grantor"), and THE VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of that certain real property situated in the Village of Vernon Hills, County of Lake, State of Illinois, which is more particularly described on Exhibit A (the "Grantor's Parcel").

B. Grantee is an Illinois home rule municipal corporation which owns and operates a sanitary sewer system and facilities (the "Sanitary Sewer System") and is responsible for the acquisition, construction, and maintenance of the Sanitary Sewer System, as well as obtaining easements across private properties for constructing and maintaining the Sanitary Sewer System.

C. Grantee desires to operate and maintain a portion of its Sanitary Sewer System on Grantor's Parcel (the "Facilities").

D. Grantor desires to grant over that portion of the Grantor's Parcel, legally described in the attached Exhibit B (the "Easement Premises"), a certain non-exclusive and permanent easement in favor of the Grantee for the purpose of the installation, maintenance, repair, and replacement of the Facilities, subject to and in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the parties agree that:

1. The foregoing Recitals are hereby incorporated herein and made part hereof.
2. Grantor hereby grants to Grantee a non-exclusive permanent easement on, over under, across and through the Easement Premises for the purposes of installing, maintaining, repairing, and replacing the Facilities.

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

3. Any work performed by Grantee will be performed in a good and workmanlike manner and in compliance with all applicable laws. Grantee shall refill any trenches and restore any excavations that are made by Grantee for the purposes of installing, accessing, maintaining, repairing or removing the Facilities as soon as said work is done. All landscaping disturbed shall be replaced in kind and be guaranteed for a period of one year.

4. Grantor reserves the following rights with respect to the Easement Premises so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted: The right to use the surface areas of the Easement Premises for any reason and in such manner as Grantor shall deem proper, in its sole discretion; provided Grantor shall not construct any fences, signs, buildings, pavement or structures over and across the Easement Premises.

5. Each notice, approval, consent or demand (herein collectively "Notice") which either party desires or is required to serve upon the other party pursuant to this Agreement must be in writing and shall be delivered or mailed as provided herein to the following addresses:

If to Grantor: Lake County Public Works
650 W. Winchester Road
Libertyville, IL 60048
Attn: Director of Public Works

If to Grantee: Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Village Administrator

Or to such other address as either party may designate by written notice to the other given in the manner proscribed in this Section. All Notices hereunder shall be in writing and given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery.

6. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land and shall be binding on the parties' respective successors and assigns.

7. In the event of any violation or threatened violation by either party of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, the other party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

8. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of Grantor and Grantee, as evidenced by a written instrument that is duly recorded in the office of the Lake County, Illinois Recorder of Deeds.

9. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

11. This Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

12. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer as of the day and year first written above.

GRANTOR:

THE COUNTY OF LAKE,
an Illinois Body Politic and Corporate

By: _____
Name:
Title:

GRANTEE:

VILLAGE OF MUNDELEIN,
an Illinois home rule municipal corporation

By: _____
Name: _____
Title: _____

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

STATE OF _____)
) SS
COUNTY OF _____)

Before me _____, a Notary Public, on this day personally appeared _____, as _____ of VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this _____ day of _____, 2021.

My commission expires: _____

Notary Public

Attachment: IGA for Water Reservoir Parcel (4665 : Sale of Surplus Real Estate 240 W Greggs Pkwy - 26851 N Butterfield Road Vernon Hills)

EXHIBIT A**GRANTOR'S PARCEL**

THAT PART OF SECTION 32 TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 660.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 720.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 541.71 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTHEASTERLY ALONG SAID LAST DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE, 511.14 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2921.93 FEET, AN ARC DISTANCE OF 317.61 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 140.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.417 ACRES, IN LAKE COUNTY, ILLINOIS.

PIN: 11-32-200-002

Address: 26851 North Butterfield Rd.

EXHIBIT B
EASEMENT PREMISES

That part of Section 32, Township 44 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of the Northeast Quarter of said Section 32, 800.56 feet South of the Northeast Corner thereof, said point being located on the Northwesterly Right-of-Way line of the Elgin, Joliet and Eastern Railway; thence Southwesterly along said Northwesterly Right-of-Way line, said line being a curve to the left having a radius of 2921.93 feet, an arc distance of 210.00 feet; thence North 40 degrees 4 minutes 30 seconds West 259.74 feet to a point located 30.00 feet South of the North line and 367.02 feet East of the West line of the subject property; thence West 367.02 feet parallel with said North property line to said West property line; thence North along said West property line to the Northwest corner of said property; thence East, 375.00 feet along said North property line; thence South 40 degrees 4 minutes 30 seconds East 257.50 feet to a point located 25.00 feet (measured radially) Northwesterly of said Northwesterly Right-of-Way line of the Elgin, Joliet and Eastern Railway; thence Northeasterly parallel with said Northwesterly Right-of-Way line of the Elgin, Joliet and Eastern Railway, said line being a curve to the right having a radius of 2946.93 feet, an arc distance of 202.50 feet to the East line of the Northeast Quarter of said Section 32; thence South along said East line to the Point of Beginning, in Lake County, Illinois.

PIN: 11-32-200-002

Address: 26851 North Butterfield Rd.