



1000 W. CENTRAL ROAD
MOUNT PROSPECT, ILLINOIS 60056
SPECIAL BOARD MEETING

MEMO TO: MT. PROSPECT PARK DISTRICT
BOARD OF COMMISSIONERS
PRESS
PUBLIC
FROM: STEVE KURKA, PRESIDENT
DATE: OCTOBER 6, 2017
RE: SPECIAL PARK BOARD MEETING
OCTOBER 11, 2017 - 6:00 P.M.
CENTRAL COMMUNITY CENTER
1000 W. CENTRAL, MOUNT PROSPECT, IL

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES OR ADDITIONS TO AGENDA

APPROVAL OF AGENDA

PUBLIC COMMENT

APPROVAL ITEMS

- A. Authorization to enter into a Real Estate Sale Contract for the purchase of the property commonly known as 411 W. Algonquin Road, Des Plaines, Illinois for the amount of \$350,000.

ADJOURNMENT



MEMORANDUM

To: Board of Park Commissioners

From: Dan Malartsik, Executive Director

Date: October 11, 2017

Re: **PURCHASE OF 411 WEST ALGONQUIN ROAD, DES PLAINES, IL**

Summary & Background:

Friendship Park Conservatory and Rosemary Argus Friendship Park are located at 395 W. Algonquin Rd., Des Plaines, IL. This property was acquired in 1969 by the Mt. Prospect Park District. This is roughly a 29 acre rectangular property that has the following amenities; Friendship Park Conservatory (greenhouse, rental rooms, and atrium), 4 tennis courts, 3 baseball fields, 1 soccer field, a playground, restrooms, and a walking path. The park also features seasonal outdoor gardens and has 3 designated parking areas.

The Friendship Park Conservatory is setback from the Northeast corner of the property. There are 3 residential homes that are located directly to the north of the Conservatory on Algonquin Road. Previous Park District Board's and Administrators planned to purchase and acquire all three residential properties when they became available at some point. In 2001, the District acquired 1 of the properties known as the Kolpin house, for \$890,000.

On September 21st, the property at 411 W. Algonquin and additional lot went on the market. The seller has made an offer to sell the Park District the property at \$350,000 for roughly 0.62 acres of land. This opportunity has not been available to the district since it was created.

Acquisition Benefits:

There are many benefits to acquiring this property and land for the Park District. Those benefits include, but are not limited to;

1) Mt. Prospect Park District Mission Statement:

The Mt. Prospect Park District Board of Commissioners has established the following principles of intent in guiding the development and operations of the District:

- Provide quality open land, facilities and wholesome recreation for residents of the Mt. Prospect Park District.
- Provide safe and environmentally responsible open land, facilities and recreation.
- Provide optimum access to all lands and facilities for Mt. Prospect Park District residents.

2) Line of Site:

Many residents and people in general are unaware that Friendship Park Conservatory exists due to the three houses that block the line of site from Algonquin Road. Acquiring this property will allow the district the ability to open the line of site to the park and facility.

3) Future Expansion:

Parking continues to be an issue for special events and rentals due to the current capacity.

BUDGET IMPACT

Total Sales Contract	\$350,000.00
<u>Conservatory Fund Balance (estimated year end)</u>	<u>\$600,000.00</u>
Total Estimated Fund Balance (estimate 1.1.18)	\$250,000.00

DOCUMENTS ATTACHED

- 1) Real Estate Sales Contract
- 2) Rider to Sales Contract

RECOMMENDATION:

Move to approve the park district's purchase of the real estate commonly known as 411 W. Algonquin Road, Des Plaines, Illinois for the amount of \$350,000 and to authorize the Executive Director to enter into the Real Estate Sale Contract as presented on behalf of the park district and to do all things necessary or appropriate to effectuate the intent hereof, including but not limited to the use of Conservatory Fund monies for such purpose.

REAL ESTATE SALE CONTRACT

1. **Parties/ Purchase and Sale.** Mt. Prospect Park District, a municipal corporation and body politic with principal offices located at 1000 W. Central Road, Mt. Prospect, Illinois 60056 (“Purchaser” or “Park District”) agrees to purchase and Martin E. Goerger or Owner of Record, (“Seller”) (Purchaser and Seller each being sometimes hereinafter referred to individually as a “Party” or jointly as “Parties”) agrees to sell and convey to Purchaser, at a price of Three Hundred fifty thousand dollars and zero cents (\$350,000.00), on the terms set forth herein, the real estate legally described and depicted on Exhibit A attached hereto and hereby made a part hereof (“Real Estate”) in Cook County, Illinois. The Real Estate has the following permanent real estate index number: 08-24-400-003-0000 and is commonly known as 411 W. Algonquin Road, Des Plaines, Illinois.

2. **Conveyance of Title.** Seller agrees to sell the Real Estate at the price set forth above, and to convey or cause to be conveyed at Closing to the Purchaser or nominee title thereto by a Quitclaim or Trustee’s deed, subject only to covenants, conditions, easements and restrictions of record and private, public and utility easements and roads and highways, if any, and building lines and building restrictions, not objected to in writing by Purchaser within ten (10) days after receiving the preliminary title commitment, as well as general real estate taxes for the year 2017 and

subsequent years, and acts of Purchaser (collectively, the “Permitted Exceptions”).

3. **Earnest money.** Within five (5) five days after the Contract Date, Purchaser will pay 10% as earnest money to be applied on the purchase price and agrees to pay or satisfy the balance of the purchase price at Closing, plus or minus applicable prorations, by cash, cashier’s or certified check. The earnest money shall be held by the Seller’s broker, or at the election of the Purchaser, by the Title Insurance Company, for the mutual benefit of the Parties.

4. **Closing.** Subject to the other terms and provisions of this Contract, Closing shall be on November 3, 2017 at the Chicago loop, Illinois, office of Chicago Title Insurance Company , provided title is shown to be good or is accepted by Purchaser and that the other conditions of this Contract have been satisfied, or within 20 days after the expiration or waiver of all contingency periods elsewhere provided for herein, whichever shall be later, or such other date as maybe agreed upon in writing by the Parties.

5. **Broker.** Seller hereby indemnifies and holds Purchaser harmless from any person, firm or entity claiming a broker’s commission claimed through Seller.

6. **Environmental Condition Contingency.** Subject to the inspection rights of Purchaser as set forth herein, the Parties acknowledge that the Real Estate is being sold on the conditions herein contained, in

“as is” condition, without warranty (except for title) or representation of any kind, express or implied as to the condition of the Real Estate, including without limitation, any warranty of the condition or suitability of the Real Estate for any particular use. Notwithstanding the foregoing, this contract is contingent upon approval by Purchaser, in its absolute discretion, of the suitability of the Real Estate for its purposes and of its ability to use same for its intended purposes, and of the condition of the Real Estate after an inspection or inspections (including but not limited to a Phase I environmental assessment), conducted at Purchaser's expense and by individuals or firms selected by Purchaser, within 60 days after the Contract Date.

Purchaser shall indemnify Seller from and against any loss or physical damage to the Real Estate caused by acts or omissions of Purchaser or the person performing such inspection(s) and assessment(s), and Purchaser shall restore the Real Estate to substantially the same condition in which it is found at the time of the performance of such inspections and assessments.

If written notice of disapproval is given by Purchaser to Seller within 30 days after the Contract Date then this contract shall be null and void and the earnest money shall be returned to Purchaser. If a Phase I environmental assessment identifies one or more recognized environmental conditions in or on the Real Estate and Purchaser proceeds with a Phase II investigation on the Real Estate, then if written notice of

disapproval is given by Purchaser to Seller within 60 days after the Contract Date, or by any later date agreed upon in writing between the Parties, this contract shall be null and void and the earnest money shall be returned to Purchaser.

In the event that the Phase I assessment results determine that a Phase II environmental investigation of the Real Estate or any part(s) thereof should be undertaken by individual(s) or firm(s) selected by it as provided above, Purchaser shall have the right to take such samples of the ground, water, air and Real Estate as it shall deem necessary or appropriate for the purpose of analyzing and testing same. For this purpose Seller shall allow Purchaser reasonable access to all parts of the Real Estate, provided that Purchaser restores the Real Estate to substantially the same condition in which it was found at the time of the performance of such assessment, sampling or testing except if such sampling or testing is destructive of the sample or samples taken. The rights of Purchaser hereunder during any Phase II environmental assessment undertaken pursuant hereto shall expressly include, but not be limited to, the right to do soil borings and test pit excavations as well as underground and underwater inspections which do not materially damage the Real Estate, provided that if any of such procedures are utilized Purchaser shall first require such contractors to provide a current certificate of insurance demonstrating the existence of a general liability insurance policy in the name of said contractor, providing coverage of not

less than \$1 million and naming Purchaser and Seller as additional insureds thereunder. Seller represents and warrants to Purchaser that there is no underground storage tank in or on the Real Estate.

7. **Zoning.** The obligations of Purchaser hereunder shall be expressly contingent upon Purchaser, at Purchaser's sole cost and expense, obtaining prior to the Closing such zoning relief, if any, from the Village of Mt. Prospect, Illinois, as may be required to enable Purchaser to use the Real Estate for outdoor recreational purposes. If written notice of disapproval is given by Purchaser to Seller prior to Closing, of Purchaser's inability to obtain any required zoning relief as aforesaid, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

8. **Title Commitment.** The obligations of Purchaser hereunder shall be expressly contingent upon the ability of Purchaser to obtain and Purchaser obtaining prior to Closing, a title commitment for an owner's title insurance policy in such amount as is determined by Purchaser and providing for extended coverage over exceptions 1-5, issued by the Chicago Title Insurance Company in said amount, covering title to the Real Estate on or after the date hereof, showing title in the intended grantor subject only to the matters set forth in Paragraph 2 above and containing the following special endorsements: legal equivalency, contiguity, location, access, restrictions, tax parcel, utility facility, and zoning. The title commitment shall be conclusive evidence of good title

as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Also, the Seller shall furnish the Purchaser an affidavit of title in customary form covering the date of Closing and showing title in the intended grantor subject only to the matters set forth in Paragraph 2 above. If unpermitted exceptions shall appear on the preliminary title commitment Seller shall have an additional 35 days within which to have same removed (or insured over at its cost if it so elects) and failing same upon notice in writing from Seller to Purchaser this contract shall become null and void and the earnest money shall be returned to Purchaser. The Parties shall pay their respective Seller or Purchaser charges for the title insurance and shall each pay 50% of any deed and money escrow charges.

9. **Survey.** Seller shall, at its expense, cause to be prepared and delivered to Purchaser prior to Closing, a current spotted and staked plat of survey showing all lot lines or perimeters of, and improvements and easements, if any, on the Real Estate, and made and so certified as having been made in compliance with Illinois Land Survey Standards.

10. **Taxes.** The Purchaser shall pay the amount of any stamp tax, if any, imposed by state law on the transfer of the title. Seller shall furnish a completed Real Estate Transfer Declaration executed on behalf of the Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration executed on behalf of the Seller and meet other requirements as established by any

local ordinance with regard to a transfer or transaction tax. Such tax, if any, required by local ordinance shall be paid by Seller. Purchaser and Seller agree to prorate the general real estate taxes, if any, on the Real Estate at Closing based upon 110% of the most recent ascertainable full year's taxes.

11. **Allocation of Risk.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

12. **Possession.** Seller shall deliver possession of the Real Estate to Purchaser in its current condition at Closing.

13. **Deed and Money Escrow.** At the election of the Seller or the Purchaser upon notice to the other Party not less than 5 days prior to the time of Closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, payment of purchase price and delivery of deed shall be made through the escrow and this Contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be paid equally by the Parties.

14. **Notices.** a. Notices under this Contract to the Seller shall be addressed to, and delivered at the following addresses:

With a copy to:

b. Notices under this Contract to the Purchaser shall be addressed to, and delivered at the following addresses:

Mt. Prospect Park District
1000 W. Central Road
Mt. Prospect, Illinois 60056
Attn: Mr. Dan Malartsik, Executive Director

With a copy to:

Thomas G. Hoffman Ltd., P.C.
205 W. Randolph Street
Suite 1645
Chicago, Illinois 60606

c. Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be delivered (i), personally, (ii) by a reputable overnight carrier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by email. Unless otherwise expressly provided in this contract, notices shall be

deemed received upon the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received.

15. **R.E.S.P.A.** The Purchaser and the Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said Party.

16. **F.I.R.P.T.A** The Seller represents that neither it nor the intended grantor is a “foreign” person as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. The Seller will furnish the Purchaser at closing the Exemption Certification set forth in said section.

17. **Time of Essence.** Time is of the essence of this Agreement.

18. **Contract Date.** In the event that this Agreement is executed by Seller and returned to Purchaser and thereafter approved by

Purchaser's Board of Park Commissioners as provided for in Section 19, the Contract Date shall be the date of such approval or ratification.

19. **Non-binding until Ratified or Approved/ Purchaser Legal Representation.** This Agreement shall not be binding upon nor enforceable by or against Purchaser unless and until: (i) it is ratified or approved by Purchaser's Board of Park Commissioners not later than October 26, 2017. In the event that such ratification or approval does not occur the earnest money shall be refunded to Purchaser.

20. **Duration of Offer.** Notwithstanding anything to the contrary herein or elsewhere contained, upon presentation of this document to Seller or Seller's attorney or broker, *it shall be deemed to be an offer by Purchaser subject to the terms hereof*, which offer shall expire if not accepted by Seller and two originals hereof executed by Seller are not returned to Purchaser by 5:00 p.m. on October 20, 2017, in which event the earnest money shall be returned to Purchaser.

21. **Execution.** This Agreement is executed in duplicate originals, both of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed these presents as of the respective dates indicated below.

Mt. Prospect Park District

By: _____
Its President

Dated:_____

“Purchaser”

Martin E. Goerger, or owner of record

By:_____

Its _____

Dated:_____

“Seller”

Rider to "Contract"
411 W Algonquin Road, Des Plaines, IL 60016 (the "Premises")

"Purchaser"- Mount Prospect Park District, 1000 W. Central Road, Mt. Prospect, IL. 60056

"Seller"- Martin J. Goerger as Co-Trustee and Susan M. Jones as Co-Trustee of Trust Number 001 dated April 14, 2016.

For good and valuable consideration, the above Seller and Purchaser agree to amend the Contract and any riders or amendments thereto for the Premises as follows:

- 1) In the event of any conflict between this document and the original Contract for Sale of the Premises and/or any riders or amendments thereto, this document shall control;
- 2) This document may be signed in counterparts and any facsimile, pdf, or other digital image or other copy on any other media of this document and all counterparts thereto shall serve as and shall be deemed an original for all purposes.
- 3) Seller states that all representations on the Contract and on this Rider to Contract are made to the best of the knowledge of the Seller.
- 4) The Purchase Price for the PREMISES is confirmed at Three Hundred and Fifty Thousand Dollars (\$350,000.00) as stated in Contract Paragraph 1.
- 5) The balance of the Purchase Price shall be paid by Purchaser by wire transfer, by the date of Closing (as defined in Contract Section 4), thereby modifying Contract Paragraph 3.
- 6) Closing shall occur at the Downtown office of Citywide Title Corporation, at 111 W Washington St, Suite 1301, Chicago, IL 60602 or at the alternate downtown office at 850 W Jackson Blvd., Suite 320, Chicago, IL 60607, modifying Contract Paragraph 4.
- 7) Seller represents that there are no underground tanks on the Premises, modifying Contract Paragraph 6.
- 8) The City of Des Plaines shall be substituted for the Village of Mount Prospect on line 4 of Contract Paragraph 7.

9) Contract Paragraph 8 is deleted and in its place and stead the following language is added:

The obligations of Purchaser hereunder shall be expressly contingent upon the ability of Purchaser to obtain, and Purchaser obtaining prior to Closing, a title commitment for an owner's title insurance policy in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) and providing for extended coverage over standard exceptions 1 - 5, issued by the Citywide Title Company (Underwritten by First American Title Company) in said amount, covering title to the Real Estate on or after the date of Closing on behalf of the Purchaser, showing title in the intended grantor subject only to the matters set forth in Paragraph 2 above and containing the following special endorsements: legal equivalency if so required, contiguity if the Premises is contiguous to property already titled in the name of the Purchaser, location, access, restrictions, tax parcel, utility facility, and zoning.

The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. In addition, the Seller shall at Closing furnish the Purchaser with an Affidavit of Title in customary form, covering the date of Closing and showing title in the intended grantor subject only to the matters set forth in Paragraph 2 above. If unpermitted exceptions shall appear on the preliminary title commitment Seller shall have an additional 35 days within which to have same removed (or insured over at its cost if it so elects) and failing same upon notice in writing from Seller to Purchaser this contract shall become null and void and the earnest money shall be returned to Purchaser. The Parties shall pay their respective Seller or Purchaser charges for the title insurance and shall each pay Fifty Per Cent (50%) of any deed and money escrow charges. All of the foregoing hereby modifies Contract Paragraph 8.

10) Citywide Title Corporation shall be substituted for Chicago Title and Trust throughout the paragraph, modifying Contract Paragraph 13.

11) Notices to the Seller shall be made to Martin J. Goerger and Susan M. Jones as Co-Trustees of Trust Number 001, at 1420 Westside Dr., Mt. Zion, IL. 62549 and to their attorney The Law Firm of Neil S Zweiban, Chartered, 3255 N Arlington Heights Rd, Suite 507, Arlington Heights, IL 60004. Phone 847-398-8118 Fax 847-398-8102 email nzweiban@lawandtrusts.com, modifying Contract Paragraph 14.

SELLER

**Martin J. Goerger, as Co-Trustee
 Of Trust Number 001**

Dated this ____ Day of _____, 2017

Susan M. Jones, as Co-Trustee

Dated this ____ Day of _____, 2017

PURCHASER

Mount Prospect Park District

 by

Dated this ____ Day of _____, 2017