



DATE: April 6, 2020

MEMO TO: John Wasik, Chair
Planning Committee

FROM: Alex Ty Kovach
Executive Director

RECOMMENDATION: Recommend approval of an Ordinance approving the purchase of approximately 32.8 acres of property in two parcels, owned by the Village of Libertyville and known as the Village of Libertyville Property, for \$13,900.00 as additions to Wilmot Woods Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Public Access and Connections.

FINANCIAL DATA: The purchase price of the Libertyville Property is \$13,900.00, and will be funded from the 2008 Referendum Bonds, which are included in the adopted FY 2020 Budget (Series 2015A) account number 31314100-801000.

BACKGROUND: At the direction of the Planning Committee, District staff has reviewed the property to determine its suitability for acquisition for District purposes. In staff's opinion, the acquisition, protection and management of this property will meet the District's adopted land acquisition goals of protecting wildlife habitat, preserving wetlands, prairies and forests, providing scenic vistas, adding to existing preserves, protecting existing District holdings, and serving as a visual, topographic and ecologic extension of adjoining District properties.

The northern parcel of the Libertyville Property is located south of Libertyville Estates Subdivision, east of the Des Plaines River and west of North East End Avenue. The southern parcel of the Libertyville Property is located south of the Metra railroad, east of the Liberty Lake Industrial Park, and north of Route 176. A contract to purchase the property has been negotiated by District staff and presented to the Village Attorney, who has approved the contract as to form. Pursuant to the contract, the District will pay \$13,900.00 for the property. Both parcels are vacant.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
RESCHEDULED REGULAR APRIL MEETING
APRIL 7, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “An Ordinance approving the Purchase of Approximately 32.8 Acres of Property as Additions to Wilmot Woods Forest Preserve (Village of Libertyville Property),” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**AN ORDINANCE APPROVING THE PURCHASE OF APPROXIMATELY 32.8 ACRES
OF PROPERTY AS ADDITIONS TO WILMOT WOODS FOREST PRESERVE
(VILLAGE OF LIBERTYVILLE PROPERTY)**

WHEREAS, the Village of Libertyville (the “Village”) owns fee simple title to certain parcels of land totaling approximately 32.8 acres located within the Village, south of Route 137, east of Milwaukee Avenue, and north of Route 176, and generally depicted on Exhibit A (the “Libertyville Property”); and

WHEREAS, the Libertyville Property is adjacent to Wilmot Woods Forest Preserve; and

WHEREAS, the Planning Committee (the “Committee”) of the District has reviewed the Libertyville Property and determined that it will expand upon, and enhance, the holding of Wilmot Woods Forest Preserve, will provide expanded forest preserve opportunities in an ecologically important portion of Lake County, and is a visual, topographic and ecologic extension of District properties; and

WHEREAS, the Village and the District have negotiated a “Purchase and Sale Agreement,” pursuant to which the Village would convey the Libertyville Property to the District, in substantially the form attached hereto as Exhibit B (the “Purchase and Sale Agreement”); and

WHEREAS, the Committee has recommended that the District approve the Purchase and Sale Agreement and purchase the Property; and

WHEREAS, the Board of Commissioners finds and declares that (i) the Libertyville Property is suitable for District purposes and the District hereby declares that it is necessary or convenient for it to use, occupy or improve the Libertyville Property for public purposes, including those set forth in this Ordinance, (ii) acquisition of the Libertyville Property would expand upon and enhance the holdings of Wilmot Woods Forest Preserve, provide expanded forest preserve holdings, protect wildlife habitat, and provide expanded trail opportunities and scenic vistas, and the Libertyville Property will serve as a visual, topographic and ecologic extension of adjoining District properties, and (iii) it is in the best interests of the District to acquire the Property;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as part of this Ordinance by this reference.

Section 2: Ownership and Boundaries. The Libertyville Property is publicly owned, is depicted on the attached Exhibit A, and lies wholly within the limits of the District.

Section 3: Suitability. The Libertyville Property is suitable to be used, occupied, and developed for forest preserve and related purposes, and it is necessary and desirable that the Libertyville Property be acquired by the District.

Section 4: Approval of Purchase Agreement. The Purchase and Sale Agreement is hereby approved in substantially the form attached hereto. The District shall purchase the Libertyville Property from the Village, upon the terms and conditions of the Purchase and Sale Agreement and such other terms and conditions as shall be approved by the District, for \$13,900.00. The President, Secretary and Executive Director of the District (and the Executive Director's designees) are hereby authorized and directed (i) to execute and attest to, on behalf of the District, the Purchase and Sale Agreement and all other documents that are necessary to complete the acquisition of the Property provided that any documents have first been approved by the District's Corporate Counsel, and (ii) to take such other actions as may be necessary to complete the acquisition of the Property.

Section 5: Authority to Pay Owner. The Treasurer of the District is hereby authorized to pay for the Property, pursuant to the terms and conditions of the Purchase Agreement.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2020

AYES:

NAYS:

APPROVED this ____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District




ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Exhibit A Page 1

Legend

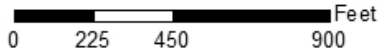
-  Forest Preserve Boundary
-  Subject Parcel
-  Des Plaines River Trail



Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-988-3351

Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2017 Aerial Photo

Map Prepared 7 February 2020







Exhibit A

Page 2

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

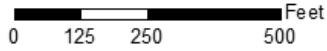
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-  Forest Preserve Boundary
-  Des Plaines River Trail
-  Subject Parcel
-  Railroad



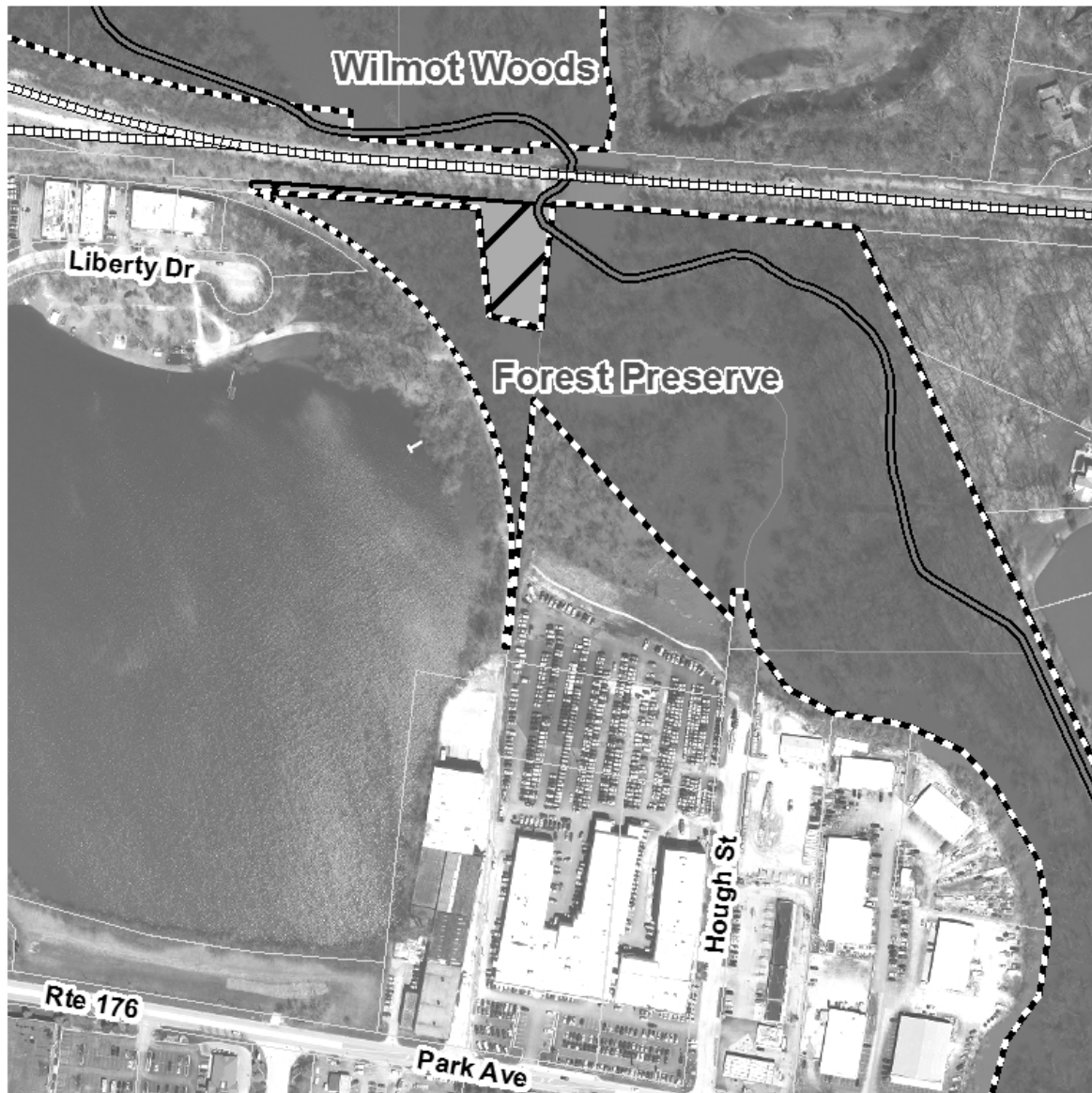
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Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement (this “Contract”) is made effective and entered into as of April ___, 2020 (the “Effective Date”) by and between **Village of Libertyville** (“Seller”), and **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (“Purchaser”). Seller and Purchaser agree as follows:

1. **Property.** Pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (the “Act”), (i) Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, approximately 31.9 acres of land that is described and depicted on Exhibit A attached hereto (the “Northern Property”) and (ii) Seller agrees to donate to Purchaser, and Purchaser agrees to accept from Seller, approximately 0.9 acres of land that is described and depicted on Exhibit B attached hereto (the “Southern Property” and together with the Northern Property, the “Property”).

2. **Purchase Price.** The purchase price for the Northern Property is Thirteen Thousand Nine Hundred Dollars (\$13,900.00) (“Purchase Price”) to be paid by Purchaser at Closing (as hereinafter defined). There is no purchase price for the Southern Property, which is being donated.

3. **Closing and Title.** The closing of the transactions identified in Section 1 (the “Closing”) shall take place on a date mutually agreed to by Seller and Purchaser within sixty (60) days after the Effective Date (the “Closing Date”), through a customary deed and money escrow with the Title Company (as hereinafter defined). The cost of the closing escrow shall be paid by Purchaser. Possession of the Property shall be delivered at Closing, subject to the Permitted Exceptions (as hereinafter defined). On the Closing Date, Seller shall convey title to the Property to Purchaser by a recordable general warranty deed, subject only to the matters set forth herein and to the Permitted Exceptions.

4. **Title Matters.**

A. **Title Insurance.** Purchaser shall, at its cost, obtain a commitment for an owner's title insurance policy (the “Commitment”) from a title insurance company chosen by Purchaser (the “Title Company”).

B. **Exceptions.** Within ten (10) days after the Effective Date, Purchaser shall notify Seller of any objections to items disclosed in the Commitment (“Unpermitted Exceptions”). Items identified in the Commitment not objected to by Purchaser shall be deemed “Permitted Exceptions”. Seller shall notify Purchaser in writing within five (5) days after receipt of Purchaser’s notice (“Seller's Cure Period”) whether Seller elects to remove, or to cause the Title Company to insure against, the Unpermitted Exceptions (a “Cure”). If Seller elects not to Cure an Unpermitted Exception, then Purchaser, within five (5) days after the expiration of Seller's Cure Period, may either: (i) terminate this Contract, in which case neither party will have any further rights or obligations pursuant to this Contract, other than rights or obligations that expressly survive termination; or (ii) waive the Unpermitted Exception (which shall then become a Permitted Exception) and proceed to Closing.

5. **Feasibility Period.** For forty-five (45) days following the Effective Date (the “Feasibility Period”) Purchaser, its employees, agents and designated representatives, may (i)

enter upon the Property for the purposes of inspecting it, making surveys, maps, or contour studies, performing test borings, soil tests, examinations, environmental audits, conducting other engineering studies, and all other reasonable purposes and (ii) make other inquiries regarding the Property and its suitability for Purchaser's intended use. If Purchaser gives notice to Seller, on or before 5:00 p.m. (Central time) on or before the final day of the Feasibility Period that the Property is not acceptable to Purchaser, in its sole discretion, for Purchaser's intended purposes, then this Contract shall terminate upon Seller's receipt of such notice, and the parties shall have no further liabilities or obligations with respect to each other except under those provisions that expressly survive the termination of this Contract.

6. Intentionally omitted.

7. Casualty and Condemnation. The risk of loss due to fire, other casualty, or condemnation remains with Seller until Closing. If, prior to Closing, any such loss occurs, or any condemnation action is filed, then Purchaser may terminate this Contract, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Purchaser's acts or omissions related to such loss or action violate its obligations under this Contract.

8. Seller's Representations and Warranties. Seller represents and warrants that:

A. Seller has not entered into any agreements pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;

B. there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon Purchaser or the Property after the Closing;

C. the Property is not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;

D. to the best of Seller's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Property;

E. Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Property;

F. the purchase and sale of the Property pursuant to this Contract does not qualify as the sale of the major part of the real property of Seller so as to trigger the requirements of the Bulk Sale laws of Illinois pursuant to 35 ILCS 5/902(d), 35 ILCS 120/5(j), and 820 ILCS 405.2600 or to any related laws; and

G. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986.

9. Brokers. Purchaser and Seller each represent to the other that no broker has been the procuring cause of or has otherwise represented it in this transaction. Each party agrees to indemnify and hold the other party harmless from any breach by it of the foregoing representation.

10. Removal of Personal Property. Before Closing, Seller, at its own expense, shall completely remove or cause to be removed all materials, equipment, signs, and other personal property located at or on the Property in accordance with all applicable laws.

11. Notices. All notices required herein shall be in writing and sent by personal delivery, by commercial overnight air courier, or by email (if confirmed by delivery in person or by overnight air courier) to the following addresses (or to such other or additional parties and addresses as either Seller or Purchaser may subsequently designate by notice):

If to Purchaser: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Ken Jones
Email: kjones@lcfpd.org

With a copy to: Burke, Warren, MacKay & Serritella P.C.
330 N. Wabash Avenue, 21st Floor
Chicago, Illinois 60611
Attn.: Matthew Norton
E-mail: mnorton@burkelaw.com

If to Seller: Village of Libertyville
118 West Cook Avenue
Libertyville, Illinois 60048
Attn.: **[CONFIRM]**
Email: **[CONFIRM]**

With a copy to: Swanson, Martin & Bell, LLP
1860 W. Winchester Road, Suite 201
Libertyville, Illinois 60048
Attn.: David Pardys
E-mail: dpardys@smbtrials.com

This section will not invalidate a notice that is actually and timely received.

The undersigned acknowledge that this Agreement will become effective as of the Effective Date.

Purchaser:

Lake County Forest Preserve District

By: _____
Name: Angelo D. Kyle
Title: President

Seller:

Village of Libertyville

By: _____
Name:
Title:

Attest:

By: _____
Name: Julie Gagnani
Title: Board Secretary

Attest:

By: _____
Name:
Title: Village Clerk

Exhibit A

Legal Description and Depiction of the Northern Property




[To be confirmed by updated Title Commitment and Survey]

Lot 2 (except that part thereof, if any, lying Easterly of the center line of the Des Plaines River) and all of Lot 3 in Miller & Austin's subdivision of part of Lot 7 in School Trustees' subdivision of Section 16 and part of the South 1/2 of Section 9, Township 44 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 28, 1914, as Document Number 156883, in book j of plats, page 32, also that part of the Southeast quarter of Section 9, Township and Range aforesaid, if any, lying East of the East line of said Lot 2 and North of the Northerly line of Lot 3 in Miller's & Austin's subdivision, aforesaid and Westerly of the center line of said Des Plaines, River, in Lake County, Illinois, except that part of the aforesaid lot 3 in said Miller and Austin's Subdivision described as : beginning on the Northwesterly line of said lot 3 at a point 770 feet Northeasterly from the intersection of the North and South Quarter Section line of said Section 9, with the Northwesterly line of said lot 3; thence South 64 Degrees West along the Northwesterly line of said lot 3, 770 feet to said North and South quarter Section line; thence South 64 Degrees West along said North Westerly line of lot 3, 100 feet to the Northernmost corner of Miller Court; thence South 10 Degrees 33 Minutes East along the Easterly line of Miller Court, 240 feet to the Southerly line of said lot 3; thence North 74 Degrees East along the Southerly line of said lot 3, 1055 feet; thence Northwesterly 460 feet, more or less, to the place of beginning, in Lake County, Illinois.

That part of Lot 4 in Miller and Austin's subdivision of part of Lot 7 in School Trustees' subdivision of Section 16 and part of the South 1/2 of Section 9, Township 44 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 28, 1914, as Document Number 156883, in book j of plats, page 32, described as follows: to wit: Beginning in the center of Walnut Street at a point North 79 Degrees 30 Minutes East 779.3 feet from the intersection of the center line of walnut Street and the center line of Miller Court; thence North 10 Degrees 30 Minutes West 570.8 feet to the Northerly line of Lot 4; thence North 74 Degrees East along the Northerly line of Lot 4 2237.3 feet to the North East corner thereof; thence South along the East line of Lot 4, 798.6 feet to the Southeast corner thereof; thence South 79 Degrees 30 Minutes West along the Southerly line of said Lot 4, 1480.3 feet to the Southeast corner of Walnut Street; thence North 10 degrees 30 Minutes West, 25 feet; thence South 79 Degrees 30 Minutes West; along the center of Walnut Street, 549 feet to the place of beginning, (except that part described as follows: Commencing at a point in the center line of Walnut Street 829.3 feet North 79 Degrees 30 Minutes East of the point of interesection with the center line of Walnut Street with the center line of Miller Court; thence North 10 1/2 Degrees West 25.0 feet to said point being the Southwesterly corner and place of beginning of lands herein described; ; thence North 79 Degrees 30 Minutes East along the Northerly line of Walnut Street, 200.00 feet; thence North 16 Degrees 36 Minutes East, 198.0 feet; thence North 81 Degrees 23 Minutes West 202.0 feet; thence South 11 Degrees 46 Minutes West 262.0 feet to the pace of beginning, (except that part falling Walnut Street), all in Lake County, ILLinois

PIN: 11-09-407-005 and 11-09-407-009

Legend

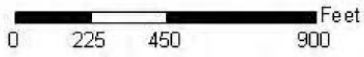
-  Forest Preserve Boundary
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-  Des Plaines River Trail



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Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
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2017 Aerial Photo

Map Prepared 9 February 2020



Exhibit B





Legal Description and Depiction of the Southern Property

[To be confirmed by updated Title Commitment and Survey]

That part of the southwest quarter of Section 15, Township 44 North, Range 11, East of the Third Principal Meridian described as follows:: Commencing at the Northeast corner of Lot 2 Block 26 in C. Frank Wright's Addition to Libertyville, according to the plat thereof recorded in the records office of Lake County, Illinois, in book c of plats, page 66 and 67, said point being at the intersection of the Southerly right of way line of the Chicago, Milwaukee & St. Paul Railway Company with the West line of Seventh Street produced Northerly, thence Easterly along the Southerly right of way line aforesaid 1197 and 2/10th feet to the Easterly line of the Eaton Property, thence South 7 Degrees, West 250 feet along the Easterly line of the Lake County Gravel company property to a point, thence West parallel with the Southerly right of way line of said railway, 100 feet, thence Northwesterly to a point which is 50 feet South of said right of way line and 150 feet West of said East line of the Lake County Gravel Company's land, thence Northly parallel to the Southerly right of way line aforesaid 1047. 2/10th to a point in the West line of Seventh Street, produced Northerly, thence North 7 Degrees East 50 feet to the place of beginning, in the County of Lake, except that part, if any falling in Metra Railroad

PIN: 11-15-300-008

Legend

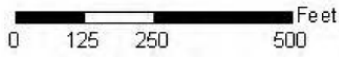
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