
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ALISON MURPHY, ASSISTANT TO THE VILLAGE ADMINISTRATOR/
VILLAGE CLERK
SUBJECT: RESOLUTION: AUTHORIZING THE PURCHASE AND SALES
AGREEMENT FOR LOTS 12 AND 13 IN SUGAR GROVE RESEARCH
PARK
AGENDA: MARCH 7, 2023 REGULAR BOARD MEETING
DATE: MARCH 1, 2023

ISSUE

Should the Village Board approve a resolution authorizing the purchase and sales agreement for Lots 12 and 13 in Sugar Grove Research Park

DISCUSSION

At the February 21, 2023 Board Meeting, bids in response to the Notice of Sale for Village owned property along Waubensee Drive (Lots 12 and 13) in the Sugar Grove Research Park were opened. One bid was received from Three Brothers and Papou, LLC in the amount of \$1,000.00. The Board accepted the bid and directed staff to draft an agreement for the sale of the property.

COST

Village costs for attorney's fees of approximately \$1,000.00.

RECOMMENDATION

That the Board approve a resolution authorizing the purchase and sales agreement for Lots 12 and 13 in Sugar Grove Research Park.



RESOLUTION NO. 20230307B

**A RESOLUTION APPROVING A REAL ESTATE CONTRACT FOR THE SALE OF CERTAIN REAL PROPERTY
COMMONLY KNOWN AS LOTS 12 AND 13 OF SUGAR GROVE RESEARCH PARK VILLAGE OF SUGAR
GROVE, KANE COUNTY, ILLINOIS**

WHEREAS, the Village of Sugar Grove (“**Village**”) is not a home rule municipality within Article VII, Section 6A of the Constitution of the State of Illinois of 1970, and accordingly, seeks to act pursuant to its powers granted to it under 65 ILCS 5/11-1-1 et seq. and other applicable law; and,

WHEREAS, the Village President and Board of Trustees of the Village of Sugar Grove (“**Corporate Authorities**”) have the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret, and amend its ordinances, rules, and regulations, and to make certain decisions related to surplus property, including the sale of the same; and,

WHEREAS, pursuant to Section 11-76-2 of the Municipal Code, the Corporate Authorities may authorize by resolution the sale or public auction of surplus public real estate; and,

WHEREAS, pursuant to Ordinance 20220816A, approved on August 16, 2022, the Corporate Authorities directed staff to move forward on the sale of certain Village-owned property generally known as Lots 12 and 13 of Sugar Grove Research Center (collectively, the “**Subject Property**”), all as more specifically described on Exhibit A, attached hereto and incorporated herein by reference; and,

WHEREAS, on January 12, 2023, January 19, 2023, and January 26, 2023, the Village published a Notice of Sale in the Kane County Chronicle, a newspaper of general circulation in the Village; and,

WHEREAS, pursuant to the award of a successful bid at the February 21, 2023 meeting of the Corporate Authorities, the Corporate Authorities directed the transfer of the right, title, and interest to the Subject Property to the Purchaser; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF
SUGAR GROVE AS FOLLOWS:**

- 1. Incorporation of Recitals.** The foregoing recitals are true, a material part of the Resolution, and are incorporated herein as though fully set forth in this Section.
- 2. Approval of a Real Estate Contract.** The Village approves the contract for the sale of Village Property, as set forth on Exhibit B, attached hereto and incorporated herein by reference, subject to attorney review and modification as may be appropriate. The Village President, and her designees, are each given the authority to execute on behalf of the Village such documents that

are necessary for the Village to transfer the Subject Property in accordance with said contract, including, but not limited to, such documents as may be typically required to close real estate transactions.

- 3. Effective Date.** This Resolution shall be in full force and effect immediately from and after its passage by the required 2/3 vote of the Corporate Authorities.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 7th day of March, 2023.

Jennifer Konen, Village President

ATTEST:

Alison Murphy, Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

EXHIBIT A

Legal Description

Lot 12 and 13 of Sugar Grove Research Park being a subdivision located in the East Half of Section 8, Township 38 North, Range 7 East of the Third Principal Meridian, in Kane County, Illinois according to the plat thereof recorded as Document No. 90K14321 in the Kane County Recorder's Office.

**PURCHASE AND SALES AGREEMENT FOR LOTS 12 AND 13 IN SUGAR GROVE
RESEARCH PARK**

THIS AGREEMENT (“**Agreement**”) is entered into by and between the Village of Sugar Grove (“**Village**”) and Three Brothers & Papou, LLC (“**Purchaser**”) on this 7th day of March, 2023. In consideration of the mutual covenants contained herein, the Village and Purchaser agree as follows:

WHEREAS, the Village owns certain real property, commonly known as Lots 12 and 13 in Sugar Grove Research Park, generally consisting of two (2) detention basins located along Waubonsee Drive, Sugar Grove, Illinois 60554 (“**Subject Property**”) which property is legally described on **Exhibit A**, attached hereto and incorporated herein by reference; and,

WHEREAS, the Village has determined that its continued ownership of the Subject Property is no longer necessary, appropriate, required for the use of, or profitable to retain, and therefore has determined that it is in the best interest of the Village to sell the Subject Property pursuant to the terms and conditions contained herein; and,

WHEREAS, in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/11-76-2), the Village has approved an ordinance declaring its intent to sell the Subject Property and published notice with regard to the same for three (3) consecutive weeks in a newspaper of general circulation within the Village; and,

WHEREAS, pursuant to the award of a successful bid at the February 21, 2023 meeting of the Village Board, the Village authorized the transfer of the right, title and interest to the Subject Property to the Purchaser by a Quitclaim Deed; and,

WHEREAS, the Purchaser also agrees to that as a condition of this Agreement it will expressly reserve the Village’s right and authority to make any necessary right-of-way road improvements which may be necessitated by the future development of the parcels surrounding the Subject Property; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The recitals to this Agreement are hereby incorporated by reference as though fully set forth herein.

2. Purchase Price. The purchase price for the Subject Property is One Thousand Dollars (\$1,000.00). Said funds, plus or minus any applicable closing prorations, shall be due and payable in cash upon closing. For purposes of this Agreement, “closing” shall mean the conveyance of the Subject Property by the Village to the Purchaser upon its payment of the purchase price in accordance with the terms of this Agreement and the Village’s tendering of the Quitclaim Deed to Purchaser.

3. Conveyance of Property and Terms of Sale. The Village shall convey the Subject Property to the Purchaser by quit claim deed, the substance and form of which shall be approved by the Village Attorney. **As a condition of the sale, the Purchaser will expressly reserve the Village’s right and authority to make any necessary right-of-way road improvements which may be necessitated by the future development of the parcels surrounding the Subject Property, to be more specifically set forth in an agreement between the parties. A failure to satisfy the terms of sale, unless otherwise negotiated by the parties, may result in a reverter.** The Village is selling the Subject Property “AS-IS” at the time of closing. The Parties shall close on the Subject Property within sixty (60) days of the effective date of this Agreement unless the Purchaser and legal counsel for the Village agree in writing to close on a later date or unless this Agreement is otherwise terminated. The Purchaser acknowledges that the Village makes no representations, warranties,

or guarantees with respect to the condition of the Subject Property, including but not limited to any environmental condition of any kind. The Village does not assume any liability for encumbrances of any kind on the Subject Property. The Subject Property has been tax exempt and will remain tax exempt until the Village's conveyance of the Subject Property to the Purchaser. Therefore, no tax proration at closing will be necessary. Both the Village and the Purchaser warrants and represents to the other that it has not retained a broker in connection with this transaction. Further, the Village and the Purchaser shall each bear their own respective legal fees related to this Agreement.

4. Village's Representations and Obligations. The Village represents and warrants that it has not entered into any lease or other agreement impacting or otherwise encumbering the Subject Property, or any portion thereof. The Village further represents and warrants that the Subject Property is not the subject of any current building code or ordinance violation. The Village shall be under no obligation to provide a survey of the Subject Property. Possession of the Subject Property shall be granted to the Purchaser at the time of closing.

5. Purchaser's Representations and Obligations. The Purchaser shall obtain, at its cost, a title commitment and title policy for the Subject Property. Prior to closing, the Purchaser shall be afforded the right to access to the Subject Property in order to perform reasonable inspections. No additional due diligence period is provided for hereunder. The Purchaser also agrees to that as a condition of this Agreement it will expressly reserve the Village's right and authority to make any necessary right-of-way road improvements which may be necessitated by the future development of the parcels surrounding the Subject Property

6. Maintenance Requirements and Compliance. The Purchaser shall cause the Subject Property to be maintained consistent with the character and nature of other detention basins within the Village. All expenses related to the maintenance of the Subject Property shall be paid by the Purchaser. The Purchaser shall have the responsibility for the Subject Property's compliance with any and all ordinances, laws, rules, or regulations of the Village or any official of any other entity having jurisdiction over the Subject Property.

7. Assignment. This Agreement shall be binding on the successors and assigns of the Purchaser. The Purchaser shall grant to the Village the first right of refusal to reclaim its interest in the Subject Property prior to entertaining any offer by or to any third party, but in any event, for a purchase price no greater than the price paid by Purchaser pursuant to this Agreement. In such a case, the Purchaser shall notify Village of its intent to sell and the Village shall have 30 days to establish terms of agreement and to pay any consideration required thereunder.

8. Severability and Waiver. If any provisions of this Agreement or the application of any provision to any person or circumstances shall be determined to be invalid, illegal, or unenforceable to any extent, this determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement or the application of any other provision to any other person or circumstance, and the remaining provisions or application of provisions in this Agreement shall be enforced as if the invalid, illegal, or unenforceable provisions or application of a provision were not contained herein, and to that end the parties to this Agreement agree that the provisions in this Agreement are and shall be severable. Any waiver of any right by a Party hereto shall not constitute a waiver by the Party to exercise its rights regarding a subsequent violation.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any action shall be brought in the Sixteenth Judicial Circuit Court, Kane County, Illinois. In any such action the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees.

10. Notices. Notices issued pursuant to this Agreement shall be in writing and shall be delivered either personally or by overnight FedEx mail addressed as follows:

TO THE VILLAGE:

Attn:
Village of Sugar Grove
160 S. Municipal Drive
Sugar Grove, IL 60554

WITH A COPY TO:

Attn:
Mickey, Wilson, Weiler, Renzi,
Lenert & Julien, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554

TO PURCHASER:

WITH A COPY TO:

11. Authority. Each party warrants and represents to the other party that it has the authority to enter into this Agreement and that the undersigned has the authority to execute this Agreement.

12. Effective Date. The effective date of this Agreement shall be the date upon which it is signed by both Parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have executed duplicate copies of this Agreement this ____ day of, 2023.

VILLAGE OF SUGAR GROVE:

By: _____

THREE BROTHERS AND PAUPO, LLC

By: _____
Its: _____

**AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND
THREE BROTHERS & PAPOU, LLC
REGARDING LOTS 12 AND 13 IN SUGAR GROVE RESEARCH PARK**

THIS AGREEMENT (“**Agreement**”) is entered into by and between the Village of Sugar Grove (“**Village**”) and Three Brothers & Papou, LLC (“**Purchaser**”) on this 7th day of March, 2023. In consideration for the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Purchaser agree as follows.

WHEREAS, pursuant to the award of a successful bid, the Village shall transfer to the Purchaser the right, title, and interest to certain real property, commonly known as Lots 12 and 13 in Sugar Grove Research Park, generally consisting of two (2) detention basins located along Waubensee Drive, Sugar Grove, Illinois 60554, and legally described on Exhibit A, attached hereto and incorporated herein by reference (“**Subject Property**”) by a Quitclaim Deed; and,

WHEREAS, the terms of the Purchase and Sales Agreement require that the Purchaser enter into an agreement with the Village to address the maintenance of the basins and the potential future road improvements to Heartland Drive, and that the aforementioned Quitclaim Deed contain a provision providing for the possible reverter of the Subject Property should Purchaser’s obligations not be fulfilled; and,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE VILLAGE AND THE PURCHASER AS FOLLOWS:

1. **Term of Agreement.** This Agreement, and the obligation outlined herein, shall remain in full force and effect for the entire period for which the Purchaser, or its successor in interest, retains ownership of the Subject Property.

2. **Use of Subject Property.** The Subject Property shall only be used for stormwater detention purposes as required for the Sugar Grove Research Park subdivision.

3. **Maintenance Requirements.** The Purchaser shall cause the Subject Property to be maintained consistent with the character and nature of other stormwater detention sites in the Village and in accordance with the Village Code of Ordinances, as may be amended from time to time. The Purchaser shall be responsible for the payment of all taxes, charges, and obligations incurred by the Purchaser with respect to the maintenance or operation of the Subject Property, or incurred by any Agent of the Purchaser on behalf of the Association, with the exception of the Future Drive Improvements set forth in Section 4 hereof.

4. **Future Improvements.** The Purchaser acknowledges and agrees that an unimproved section of Heartland Drive separates Lots 12 and 13, which may be improved in the future by the Village or other interested parties (“**Future Drive Improvement**”). Said Future Drive Improvement may require a change in the alignment of the road and therefore require the reconfiguration of the existing detention ponds. As a condition of this conveyance, the Purchaser agrees to cooperate with the Village and/or a future developer to effectuate this realignment and reconfiguration, and shall not object to said realignment and reconfiguration, so long as said actions are at no cost to the Purchaser.

5. **Assignment.** This Agreement shall be binding on the successors and assigns of the Purchaser. Notwithstanding the preceding sentence, the Purchaser shall not assign its interest under this Agreement without the prior written consent of the Village. The Purchaser shall grant to the Village the first right of refusal to reclaim its interest in the Subject Property prior to entertaining any offer by or to any third party, but in any event, for a purchase price no greater than the price paid by Purchaser pursuant to this Agreement. In such a case, the Purchaser shall notify Village of its intent to sell and the Village shall have 30 days to establish terms of agreement and to pay any consideration required thereunder.

6. **Severability and Waiver.** If any provisions of this Agreement or the application of any provision to any person or circumstances shall be determined to be invalid, illegal, or unenforceable to any extent, this determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement or the application of any other provision to any other person or circumstance, and the remaining provisions or application of provisions in this Agreement shall be enforced as if the invalid, illegal, or unenforceable provisions or application of a provision were not contained herein, and to that end the parties to this Agreement agree that the provisions in this Agreement are and shall be severable. Any waiver of any right by a Party hereto shall not constitute a waiver by the Party to exercise its rights regarding a subsequent violation.

7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any action shall be brought in the Sixteenth Judicial Circuit Court, Kane County, Illinois. In any such action the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties to this Agreement have executed duplicate copies of this Agreement this 7th day of March, 2023.

VILLAGE OF SUGAR GROVE:

By: _____

THREE BROTHERS AND PAPOU, LLC:

By: _____
Its: _____