

**RESOLUTION NO. 2021-22**

**A RESOLUTION REGARDING THE SALE OF REAL PROPERTY COMMONLY KNOWN AS 110 SUMMER STREET IN THE VILLAGE OF MAPLE PARK, ILLINOIS**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, Sale of Surplus Real Estate (the "Act"), the corporate authorities of a municipality, by resolution, may authorize the sale of surplus public real estate; and

**WHEREAS**, the Village of Maple Park previously determined that 110 Summer Street, PIN: 07-31-131-004, within the Village of Maple Park, was "surplus" and authorized the sale of this property through passage and publication of Resolution 2021-15; and

**WHEREAS**, an offer to purchase the property from adjoining landowner Gary R. Bokamp II was subsequently made exceeding the minimum selling price guidance as previously directed by the Village Board; and

**WHEREAS**, the Village of Maple Park's staff thereafter entered into a Contract to Sell Vacant Real Estate, with said contract attached and incorporated hereto as **Exhibit A**; and

**WHEREAS**, the Village of Maple Park deems this contract and sale to be in the best interests of the Village with the contract sale price exceeding 80 percent of the appraised value as required by state statute.

**BE IT RESOLVED** by the Village of Maple Park Board of Trustees of the Village of Maple Park, Illinois as follows:

1. That the Village of Maple Park hereby confirms and ratifies the sale of the aforementioned property in the amount of \$7,600.00 to Gary R. Bokamp II pursuant to the contract attached hereto as **Exhibit A**.
2. That the Village of Maple Park hereby confirms and ratifies the execution of the contract by the Village President on September 20, 2021.

**PASSED** by not less than 2/3 of the Village Board of Trustees on this 5th day of October, 2021, pursuant to roll call vote as follows:

Ayes: Groezinger, Peloso, Speare, and Ward

Nays: \_\_\_\_\_

Absent: Rebone and Simon

  
Suzanne Fahnestock, Village President

ATTEST:

  
Cheryl Aldridge, Deputy Village Clerk



**CONTRACT TO SELL VACANT REAL ESTATE**

**THIS AGREEMENT**, entered into this 20th day of September, 2021, by and between the Village of Maple Park, a Municipal Corporation, Kane County, Illinois (hereinafter referred to as "Seller"), and Gary R. Bokamp II, (hereinafter referred as "Buyer").

**WITNESSETH:**

That if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, in fee simple, by a good and sufficient Quit Claim Deed, the following described real estate:

***Parcel No. 07-31-131-004***

Commonly known as: 110 Summer Street, (vacant land) situated on the north side of Main Street in Maple Park, Kane County, Illinois  
Dimensions of approximately 38 feet along the street and a depth of 100 feet

Subject to the following:

1. Covenants, easements, conditions and restrictions of record;
2. Public and private easements;

for and in consideration of the sum of **Seven Thousand Six Hundred and No/100 (\$7,600.00) Dollars**, to be paid in cash at the time of closing.

1. **Title**. Buyer may, but is not required to, obtain title insurance for the subject property at a title company of Buyer's choosing. Seller will not be providing title insurance. Seller shall engage a licensed surveyor to provide a legal description and stake the parcel prior to closing.
2. **Possession and Closing**. It is agreed between the parties hereto that possession shall be given to the Buyer as of the date of closing and that this transaction shall close not later than 30 days of the date of this Agreement as reflected above. In addition to the deed as referenced above, Seller shall provide a completed PTAX-203 manifesting exemption from transfer tax pursuant to 35 ILCS200/31-45 (b), along with a plat act affidavit, and Buyer shall be responsible for recording deed at Buyer expense. Closing shall take place at 302 Willow Street, Maple Park, Illinois or as otherwise agreed by the parties.
3. **General Taxes**. The Seller is a municipal corporation and the real estate taxes on the property reflect real estate tax exemption pursuant to Kane County tax records. Buyer will be responsible for the payment of the real estate taxes after the closing.


4. Binding Effect. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.
5. Default. If either party defaults hereunder, then the non-defaulting party shall have the option to notify other party of such default in writing. If such default be not cured within ten (10) days from receipt of such notice, the non-defaulting may, at their sole election, declare this contract to be null and void or maintain any appropriate action at law or in equity (including specific performance) to require the other to perform hereunder to obtain damages for breach of contract by the defaulting party or both.
6. Seller Environmental Representations. Seller expressly warrants that no notice from any city, village, township, county or other governmental authority of any regulatory violation which existed with respect to the above described property prior to the date of acceptance of this contract has been issued and received by Seller. Seller further warrants that it is aware of no environmental hazards or violations of an environmental nature associated with the property.
7. As Is Condition. Buyer agrees to accept the real estate in "AS IS" condition.
8. Survival. All representations and warranties made herein shall survive the closing of this transaction and shall be deemed to have been made on the closing date.
9. Time of the Essence. Time is of the essence with respect to this agreement, and all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
10. No Brokerage Commission. Seller and Buyer both represent and warrant they have not dealt with any broker or salesperson in connection with this transaction.

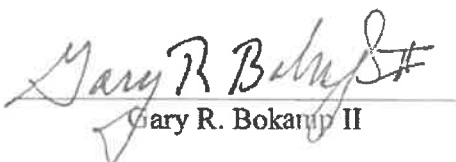
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**SELLER:**

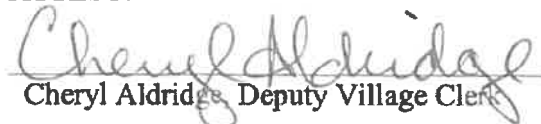
**BUYER:**

Village of Maple Park, a Municipal Corporation

By:   
Suzanne Fahnestock, Village President

  
Gary R. Bokamp II

ATTEST:

  
Cheryl Aldridge, Deputy Village Clerk

Job. No. 16060

LEGAL DESCRIPTION – 110 Summer Street

THAT PART OF VACATED GREEN STREET (PER DOCUMENT NO. 561471 RECORDED AUGUST 15, 1946 IN BOOK 1305, PAGE 449) LYING EASTERLY OF BLOCK 4 AND WESTERLY OF BLOCK 5 IN THE ORIGINAL VILLAGE OF LODI (NOW MAPLE PARK), RECORDED IN BOOK 33, PAGE 356 IN KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EASTERLY 22 FEET THEREOF.

Completed on September 10, 2021

Received by property purchaser:

Gary Bokamp III

  
Signature

Date:

9/20/21