



## WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT  
WILL COUNTY EXECUTIVE

KEVIN LYNN  
DIRECTOR

P. 815-740-4712  
F. 815-740-4604  
E. [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com)

County Office Building  
302 N. Chicago Street  
Joliet, IL 60432

October 7, 2022

To Whom It May Concern:

You are invited to submit your bid for the Sale of Surplus Real Property in the County of Will, Joliet, Illinois. Complete bid specifications are attached.

Bids will be received in the Purchasing Department, 2nd Floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, not later than **Friday, November 4, 2022, at 11:00 A.M. "As so indicated by the time stamp clock of Will County"**.

Bids will be publicly opened and read by the Will County Executive or her representative on **Friday, November 4, 2022, at 11:05 A.M** at the Will County Office Building, 2nd Floor, 302 N. Chicago St., Joliet, IL 60432.

The bidder acknowledges the right of the County of Will to reject all bids, and to waive non-material informality or irregularity in any bid received in whole or in part as maybe specified in the solicitation.

Technical questions regarding the property should be directed to **Kyle Catalano at 815-727-8476**. If you should have any questions regarding the content of the bid specifications, please contact Kevin Lynn, Purchasing Director, at [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com).

We welcome your bid.

Sincerely,

*Kevin Lynn*

Kevin Lynn  
Purchasing Director

**NOTICE OF BID ON THE SALE OF SURPLUS REAL PROPERTY IN THE  
COUNTY OF WILL, ILLINOIS**

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 10-5-105 of the Illinois Code of Civil Procedure (735 ILCS 30/10-5-105), the County of Will has passed Resolution No. 22-246 on August 18, 2022, authorizing the sale of certain parcels of surplus public real estate acquired by condemnation. The property being offered for sale are specifically listed and legally described on the attached **Exhibit A**.

The property is being sold as-is and the County makes no representation as to the condition of the property. Any person may submit a written sealed bid in the form of a contract proposal for the purchase of the property, **utilizing the attached Real Estate Contract form. There is a minimum bid for the property listed on Exhibit A, which is as follows:**

**Parcel: \$16,500.00**

The County Board may accept the high bid or any other bid determined to be in the best interest of the County, which acceptance must be made by approval of at least two-thirds of the Board members. The County reserves the right to reject any or all bids and to waive any technicalities or non-material irregularities in the bidding if it should be deemed in the public interest. Such decisions shall be final and not subject to recourse. This request for proposals shall not obligate the County to pay any costs incurred by any bidder in the submittal of a bid or in making necessary studies or designs for the preparation of that bid.

Sealed bids shall be marked "SEALED PROPERTY BID" and be sent to Mr. Kevin Lynn, Purchasing Director, Will County Executive, 302 N. Chicago St., Joliet, IL 60432. Said bids must be received on or before Friday, November 4, 2022 at 11:30 AM. Bids received after this time will not be accepted.

Bids will be publicly opened and read at 11:05 AM on Friday, November 4, 2022 by the Will County Executive or her representative at the Will County Office Building, 302 N. Chicago St., Joliet, IL 60432. For further information regarding the property, interested persons may contact Kyle Catalano at 815-727-8476 during regular business hours. The County of Will accepts no responsibility for and specifically disclaims any oral statements from any official, employee, or agent of the County regarding the property or the condition of the property, nor shall any bidder rely on any oral statements from any official, employee, or agent of the County, including but not limited to Kyle Catalano.

Any and all submissions to the County of Will become the property of the County of Will and will not be returned. Your bid will be open to the public under the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.* and other applicable laws and rules, unless you request in your proposal that the County treat certain information as exempt. The County will not

honor requests to exempt entire bids. You must show the specific grounds under FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the bid with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a FOIA request for a document submitted, the County shall provide notice to the bidder as soon as practicable. Regardless, the bidder will be responsible for any costs or damages associated with defending the bidder's request for exempt treatment. Furthermore, the bidder warrants that the County's responses to FOIA requests for a document submitted by the bidder that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your bid is accepted by the County of Will all related records or documents maintained by, provided to, or required to be provided to the County related to closing of the sale and purchase transaction are subject to FOIA. In the event the County receives a request for such a record or document, the County shall provide notice to the bidder as soon as practicable and, within the time period available under FOIA, the successful bidder may then identify those records, or portions thereof, that it in good faith believes to be exempt from production, and the justification for such exemption. Regardless, the successful bidder will be responsible for any costs or damages associated with defending the successful bidder's request for exempt treatment. Furthermore, the successful bidder warrants that the County's responses to FOIA requests for a such a record or document that is not requested to be exempt will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County (or any of its officers, agents, employees or officials), the successful bidder shall provide to the County at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County, the successful bidder may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the successful bidder will be responsible for any costs or damages associated with defending the request for exempt treatment.

Bids must include a Disclosure Affidavit on the form attached for the purpose of compliance with the requirements of 50 ILCS 105/3.1

**Exhibit A**

Parcel:

**THE EAST 74 FEET OF THE NORTH 347.17 FEET OF THE WEST 1064 FEET, EXCEPT THE  
THE NORTH 272.17 FEET THEREOF, OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 12, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN WILL COUNTY, ILLINOIS.  
IN WILL COUNTY, ILLINOIS.**

**REAL ESTATE CONTRACT**

**THIS REAL ESTATE CONTRACT** ("Contract") on the following terms and conditions, is made effective on the last date executed by either party ("Effective Date"), by and between the County of Will, a Body Politic and Corporate ("Seller"), and the following as Purchaser ("Purchaser"):

Purchaser’s Name (printed): \_\_\_\_\_

Purchaser’s Address: \_\_\_\_\_

Purchaser’s contact information: \_\_\_\_\_ (phone number)

\_\_\_\_\_ (email)

Seller’s Name: County of Will

c/o Christopher Wise, Assistant State’s Attorney

Will County State’s Attorney’s office

57 N. Ottawa St.

Joliet, IL 60432

[cwise@willcountyillinois.com](mailto:cwise@willcountyillinois.com)

(815) 724-1393 (office phone)

(815) 727-6085 (facsimile number)

**1. PROPERTY:** Seller agrees to sell and Purchaser agrees to buy certain real estate commonly known as: and legally described on Exhibit "A"; attached hereto and made a part hereof (hereafter "Property").

**2. PURCHASE PRICE:** The purchase price for the Property to be paid at Closing ("Purchase Price") shall be: \$ \_\_\_\_\_

**3. CLOSING:** Closing ("Closing") shall take place on:

\_\_\_\_\_

or at such date and time agreed to by the parties (hereafter "Closing Date"), through a customary Deed and Money escrow at such time and at such location in Will County as agreed to by the parties. Possession of the Property shall be delivered at Closing.

**4. THE DEED:** Seller shall convey or cause to be conveyed to Purchaser or Purchaser's designee, as grantee, good and merchantable title to the Property by recordable special Warranty Deed, and with real estate transfer stamps, if any, to be paid by the Seller (unless otherwise designated by local ordinance).

Title when conveyed will be good and merchantable subject only to: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record.

**5. TITLE MATTERS AND TRANSFER TAXES:** Seller (at its sole cost and expense) will deliver to Purchaser sufficiently in advance of Closing a commitment for an ALTA Owner's Policy of Title Insurance ("Commitment") in the amount of the purchase price issued by a title company licensed to operate in the State of Illinois ("Title Company") showing title to the Property in Seller subject only to covenants, conditions and restrictions of record, easements if any, and general real estate taxes not due and payable at the time of Closing, and shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions, then Seller shall have said exceptions removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Purchaser may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Purchaser at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

**6. AS IS/WHERE IS:** Except as provided in this Contract, this property is being purchased in an "As is/Where is" condition.

**7. NO BROKERAGE COMMISSION:** Neither Seller nor Purchaser has retained real estate agents/brokers to represent them in this transaction, and no related commissions or fees are or will become due.

**8. SURVEY:** Seller provides Purchaser the attached Plat of Survey of the Property dated March 6, 2020 prepared by a surveyor licensed by the State of Illinois, that conforms to the current Illinois Minimum Standards for a boundary survey, and sets forth the legal description of the Property (the "Survey"). Seller will provide an Affidavit of No New Improvements at Closing upon request.

**9. CASH TRANSACTION, MORTGAGE ALLOWED:** Purchaser will pay, in the form of "Good Funds," the balance due at Closing. Purchaser represents to Seller that Purchaser has sufficient funds available to satisfy the provisions of this paragraph. Purchaser agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Purchaser so that Purchaser may apply for and obtain a mortgage loan to satisfy Purchaser's obligations to pay the balance due at Closing. This Contract shall NOT be contingent upon Purchaser obtaining financing. Purchaser understands and agrees that any act or omission, whether intentional or not, that prevents Purchaser from satisfying the balance due at Closing shall constitute a material breach of this Contract by Purchaser. Purchaser shall pay the title company escrow dosing fee if Purchaser obtains a mortgage; provided however, if Purchaser elects to close without a mortgage loan, the parties shall share the title company escrow closing fee equally.

**10. NOTICES:** Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested, provided Notice served by certified mail shall be effective on the date of mailing; or

c) By facsimile transmission, provided Notice shall be effective as of date and time of the transmission, if transmission is sent on business days during business hours; in the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next business day after transmission; or

d) By e-mail transmission if an e-mail address has been furnished by the recipient party or the recipient party's attorney to the sending party or is shown in this Contract, provided Notice shall be effective as of date and time of e-mail transmission; in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next business day after transmission; or

e) By commercial overnight delivery (e.g., FedEx), provided Notice shall be effective on the next business day following deposit with the overnight delivery company.

**11. BINDING SIGNATORIES:** The individuals executing this Contract on behalf of Purchaser and Seller represent and warrant each to the other that they are duly and validly empowered and authorized to execute this Contract and to bind the party on whose behalf such person is executing this Contract.

**12. SUCCESSORS:** This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto, and their successors and assigns.

**13. REAL ESTATE TAX PRORATION:** The general real estate taxes shall be prorated to and including the date of Closing based on 100% of the most recent ascertainable full year tax bill. All general real estate tax pro-rations shall be final as of Closing. The Purchaser shall be responsible for the balance of the year in which the Closing occurs and thereafter.

**14. COUNTERPARTS:** This Contract may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Copies of signed counterparts transmitted by telecopy, fax, or other electronic transmission shall be considered original executed counterparts for the purposes of this Paragraph. This Contract shall not be effective unless and until signed by all Parties hereto.

**15. MISCELLANEOUS:**

a) Time/Performance/Business Days. Time is of the essence of this Contract. If the day for performance under this Contract is on a Saturday, Sunday or federal or State of Illinois legal holiday, then the day for performance is the next day which is not a Saturday, Sunday or federal or State of Illinois legal holiday. The term "business days" means days other than Saturday, Sunday or any day which is a federal or State of Illinois legal holiday.

b) Applicable Law. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois.

c) Entire Agreement. This Contract embodies the entire agreement between the parties with respect to the Property; it is subject to no understanding, conditions or representations other than those expressly stated herein. No extension or amendment of this Contract shall be made or claimed by any party or have any force or effect whatsoever unless it shall be set forth in writing and signed by the parties.

d) Waiver of Jury Trial. Seller and Purchaser each knowingly, voluntarily and intentionally waive any right which either party may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Contract including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Contract. Seller and Purchaser have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

**IN WITNESS WHEREOF**, the Seller and Purchaser have duly executed this Real Estate Contract as of the last date written below.

SELLER: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_, 2022.

PURCHASER: COUNTY OF WILL, a body politic and corporate

\_\_\_\_\_  
Jennifer Bertino-Tarrant, Will County Executive

DATE: \_\_\_\_\_, 2022.



**Exhibit A**

**Legal Description**

Current legal description:

**THE EAST 74 FEET OF THE NORTH 347.17 FEET OF THE WEST 1064 FEET, EXCEPT THE THE NORTH 272.17 FEET THEREOF, OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.  
IN WILL COUNTY, ILLINOIS.**

**AFFIDAVIT  
PURSUANT TO 50 ILCS 105/3.1**

TO THE COUNTY OF WILL:

IN ACCORDANCE WITH THE DISCLOSURE REQUIREMENTS OF 50 ILCS 105/3.1, I PROVIDE THE FOLLOWING DISCLOSURE FOR THE PROPERTY THAT IS THE SUBJECT OF A REAL ESTATE CONTRACT BETWEEN THE COUNTY OF WILL, WILL COUNTY, ILLINOIS, AS SELLER AND THE SUCCESSFUL BIDDER, AS DISCLOSED BELOW, AS PURCHASER, WHICH PROPERTY IS LOCATED AT:

\_\_\_\_\_ (address).

1. The bidder's identity pertaining to the above-referenced transaction, is:
2. If the bidder's identity listed in #1 above is a trust, a complete listing of the holders of the beneficial interest of said trust is as follows:
3. If the bidder's identity listed in #1 above is a partnership, limited liability company, or corporation, the owners of said partnership, company or corporation who are entitled to receive more than 7.5 % of the total distributable income from such entity are as follows:

Further Affiant Sayeth Not.

Owner,

By: \_\_\_\_\_  
It's Authorized Officer

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public