



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Authorize Purchase of 4900 Fairview Avenue
Submitted By	Enza Petrarca, Village Attorney

Synopsis

A resolution has been prepared authorizing execution of a real estate purchase agreement for the property located at 4900 Fairview Avenue in the amount of \$10,500.00, plus applicable closing costs.

Strategic Plan Alignment

The goals for 2025-2027 include *Top Quality Infrastructure* and *Steward of Financial and Environmental Sustainability*.

Fiscal Impact

The purchase of this property was not specifically included in the Fiscal Year 2026 Budget. However, sufficient funds exist in the Stormwater Fund.

Recommendation

Approval on the July 7, 2026 Consent Agenda.

Background

This vacant land is located 100 feet north of the intersection of Fairview & Austin Avenues. The lot contains a creek channel, and the lot is nearly covered by floodway and the northwest corner is located in the floodplain. The floodplain can generally be described as the area where flood waters stand for a period of time before receding, and the floodway is generally the portion of the floodplain where water is actively flowing during periods of flooding.

The Village currently owns the neighboring parcel to the north and the parcel to the south. The purchase of this property will be used as part of the Fairview – Hummer Park Culvert Replacement (SW-104). This additional space will allow the Village the room to install the new box culvert under Fairview as part of those improvements. As part of the project the Village will also improve conditions downstream of the box culvert.

The property owner has agreed to a purchase price of \$10,050. The site is currently vacant. This purchase was not budgeted in Fiscal Year 2026, as the property was not for sale at the time the budget was prepared. However, adequate funds are available in the Stormwater Fund.

Attachments

Resolution

Agreement

Resolution No.

A Resolution Authorizing Execution of a Real Estate Contract for the Property Located at 4900 Fairview Avenue, Downers Grove, Illinois 60516

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Real Estate Contract (the "Agreement"), between the Village of Downers Grove (the "Purchaser") and EPADL, LLC (hereinafter "Seller"), for the purchase of certain property located at 4900 Fairview Avenue, Downers Grove, Illinois 60516 (PIN 09-08-224-028), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Mayor, Village Clerk and Village Attorney are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and all other closing documents, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Village Attorney shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

By: Mayor

Passed:

Published:

Attest:

By: Village Clerk

**REAL ESTATE CONTRACT
FOR PROPERTY LOCATED AT
4900 FAIRVIEW AVENUE, DOWNERS GROVE, ILLINOIS 60516**

1. **PURCHASER, SELLER AND PROPERTY:** **VILLAGE OF DOWNERS GROVE**, 850 Curtiss Street, Downers Grove, DuPage County, Illinois, (hereinafter "Purchaser") agrees to purchase and **EPADL, LLC** (hereinafter "Seller") agrees to sell the property commonly referred to as 4900 Fairview Avenue, Downers Grove, Illinois 60516; PIN No. 09-08-224-028 (hereinafter the "Property") and legally described in the attached Exhibit A.

2. **PURCHASE PRICE:** Purchaser shall pay Seller the sum of Ten Thousand Five Hundred Dollars (\$10,500.00) at closing for the Property, plus or minus prorations.

3. **DEED AND OTHER CLOSING DOCUMENTS:** Seller shall convey or cause to be conveyed by recordable warranty deed good and merchantable title to Purchaser, subject only to the following permitted exceptions:

- a) general real estate taxes not yet due and payable;
- b) public utility easements that do not interfere with Purchasers intended use of the property;
- c) covenants and conditions of record that do not interfere with Purchasers intended use of the property;

Seller shall furnish to Purchaser an Affidavit of Title, in customary form, at or prior to closing subject only to the permitted exceptions listed above. The Affidavit of Title shall be executed by Seller's duly authorized officer. Seller shall also provide at closing a Bill of Sale and ALTA Statement as well as any other documents required by the title company and/or necessary to effectuate the terms of this Agreement.

4. **CLOSING:** The closing shall occur within thirty (30) days of execution of this Contract (hereinafter "Closing Date"), unless otherwise extended as provided for in this Contract or by the mutual agreement of the parties. The closing shall take place at the offices of the title company at a location mutually acceptable to the parties. Each party shall be responsible for their typical and customary share of closing costs and attorneys' fees.

5. **POSSESSION:** Seller shall deliver possession of the Property at closing. Seller agrees to leave the Property in broom clean condition. All refuse and personal property shall be removed from the real estate at Seller's expense prior to deliver of possession. Purchaser shall have the right to inspect the real estate, fixtures and included personal property prior to possession to verify that the real estate is in substantially the same condition as of the date of acceptance, normal wear and tear expected.

6. **TITLE COMMITMENT:** Upon acceptance of this Contract, Purchaser shall procure a title commitment for an owner's title insurance policy covering the Property in the amount of the purchase price. The title commitment shall show title in the Seller's name subject only to (a) the permitted Exceptions listed in this Contract, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed. 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 permitted exceptions. Purchaser shall be solely responsible for all costs associated with the commitment for title insurance and the title insurance policy.

7. **REAL ESTATE TAXES:** Seller shall be solely responsible for the 2025 and 2026 real estate taxes through the Closing Date; a credit shall be given to Purchaser at closing for the 2025 real estate taxes due and owing, if any, and the 2026 real estate taxes through the Closing Date, based upon 105% of the 2025 real estate taxes.

8. **TIME:** Time is of the essence of this contract.

9. **NOTICES:** All notices herein required shall be in writing and shall be served on the parties or the parties' attorney, by regular mail with a facsimile copy to the attorney as follows:

If to Seller: **EPADL, LLC**

If to Purchaser: Village of Downers Grove
Attn: Village Attorney
850 Curtiss Street
Downers Grove, IL 60515
(630)434.5541 Fax: (630)434.5493

10. **REPRESENTATIONS AND WARRANTIES:** The Seller represents and warrants to Purchaser as follows, and each such representation and warranty of Seller shall be true at closing, and shall be deemed remade as of the Closing Date and shall survive the closing of this transaction:

- a) The Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto on behalf of Seller, and to bind Seller hereby, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same and to bind Seller thereto.
- b) Except for Seller, there are no persons or entities in possession or occupancy of the property or any part thereof, nor are there any persons or entities who have possessory rights or leaseholds with respect to the Property or any part thereof which would extend beyond the Closing Date.
- c) There are no claims, suits, causes of action or other litigation or proceedings pending with respect to or affecting the ownership or operation of the Property.
- d) Seller represents that neither Seller, nor Seller's agents have received any notices from any city, village or other governmental authority of environmental, zoning, building, fire or health code violations in respect to the real estate, except as identified in a letter dated

July 30, 2025 to Seller from Purchaser.

- e) Seller has received no notice of any condemnation of any part of the Property, any special tax or assessment to be levied against the Property or any change in the tax assessment of the Property.
- f) There are not owing any delinquent taxes or assessments of any kind on the Property.
- g) No person, firm, corporation or other entity has any right or option to acquire the Property or any part thereof from Seller except for Purchaser.
- h) Seller will not enter or extend any contracts or leases affecting the Property after the effective date hereof without Purchaser's express written consent.
- i) Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exception Certification set forth in said Section.
- j) Seller has not employed the services of a real estate broker.

11. PURCHASER'S REPRESENTATIONS.

- a) Purchaser represents that, to the best of its knowledge, the transfer of the Property will not affect the flood plain status of the properties located at the addresses commonly referred to as 4900 and 4906 Fairview Ave., Downers Grove, IL 60515, further identifiable by parcel index numbers (PINS) 09-08-224-021 and 09-08-224-022, respectively, or the buildings situated thereon.

12. SUMP PUMP. Subsequent to closing, the Purchaser shall relocate those discharge facilities connected to the Seller's sump pump located on the property commonly known as 4906 Fairview Ave., Downers Grove, IL 60515, to a location mutually agreeable to the parties.

13. COUNTERPARTS: This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

14. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement and understanding between the Seller and Purchaser and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, amendment or change of this Contract shall be valid, unless in writing, signed by all parties.

15. **SEVERABILITY:** The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be determined severable and the Contract may be enforced with such provision severed or with such provision as modified.

16. **ENFORCEABILITY:** This Agreement shall not be binding upon Purchaser unless and until it has been duly approved and adopted by the Village Council.

17. **APPLICABLE LAW:** This contract shall be governed by the laws of the State of Illinois.

18. **DEFAULT:** In the event of default, both Purchase and Seller shall be entitled to any and all remedies at law or in equity.

PURCHASER:

VILLAGE OF DOWNERS GROVE,
DUPAGE COUNTY, ILLINOIS

Mayor

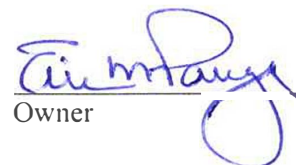
ATTEST:

Village Clerk

Date: _____

SELLER:

EPADL, LLC



Owner

Date: 6/18/2026

EXHIBIT A**Legal Description**

LOTS 6 AND 7 IN BLOCK 9, IN GOSTYN, BEING A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF JUNE 8, 1889 AS DOCUMENT R41158, IN DUPAGE COUNTY, ILLINOIS

Commonly known as: 4900 Fairview Avenue, Downers Grove, IL 60516
PIN No. . 09-08-224-028