## THE VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

## ORDINANCE NO. 2018-O-057

## AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MARY CONCANNON, FOR THE SALE OF PROPERTY LOCATED AT 6700 174<sup>TH</sup> STREET IN TINLEY PARK, ILLINOIS

## JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO BRIAN H. YOUNKER CYNTHIA A. BERG WILLIAM P. BRADY MICHAEL W. GLOTZ JOHN A. CURRAN Board of Trustees

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Purchase Agreement for the sale of property located at 6700 174<sup>th</sup> Street, Tinley Park, Illinois by Mary Concannon, as seller, to the Village of Tinley Park, as buyer, in the amount of ONE HUNDRED AND THIRTEEN THOUSAND DOLLARS AND NO CENTS (\$113,000.00), substantially in the form attached hereto as Exhibit 1 ("Purchase Agreement"); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and the Board of Trustees hereby approve the Purchase Agreement for the sale of property located at 6700 174<sup>th</sup> Street, Tinley Park, Illinois by Mary Concannon, as seller, to the Village of Tinley Park, as buyer, in the amount of ONE HUNDRED AND THIRTEEN THOUSAND DOLLARS AND NO CENTS (\$113,000.00), substantially in the form attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said Purchase Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 2<sup>nd</sup> day of October, 2018.

AYES: Younker, Pannitto, Brady, Glotz, Curran

NAYS: Berg

ABSENT: None

APPROVED THIS 2<sup>nd</sup> day of October, 2018.

VILLAGE PRESIDENT

ATTEST:

**AGE CLERK** 

## **EXHIBIT 1**

## A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MARY CONCANNON, FOR THE SALE OF PROPERTY LOCATED AT 6700 174<sup>TH</sup> STREET IN TINLEY PARK, ILLINOIS

### PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 11<sup>th</sup> day of September, 2018 ("Effective Date"), by and between MARY CONCANNON ("SELLER") and THE VILLAGE OF TINLEY PARK, ILLINOIS, an Illinois municipal corporation ("PURCHASER"). SELLER and PURCHASER may be referred to individually as "Party" and collectively as "Parties".

#### RECITALS

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook County, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the promotion and protection of economic and social vitality; and

WHEREAS, SELLER is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof and commonly known 6700 174<sup>th</sup> Street, Tinley Park, Illinois, PIN 28-30-411-020-0000 ("Real Property").

WHEREAS, SELLER desires to sell to PURCHASER and PURCHASER desires to purchase from SELLER the Real Property, all improvements thereon, all attachments and all fixtures (collectively "Property"); and

WHEREAS, in order to consummate the sale of the Property to PURCHASER, the Parties desire to enter into this Agreement; and

WHEREAS, the President and the Board of Trustees have determined that entering into this Agreement is in the best interest of the Village of Tinley Park.

#### AGREEMENT

It is hereby agreed, by and between the Parties, subject to the terms and conditions hereinafter set forth, as follows:

1. <u>Recitals</u>. The above Recitals are incorporated herein by this reference.

2. <u>Purchase and Sale</u>. On the terms and conditions set forth herein, SELLER hereby agrees to sell and convey the Property to PURCHASER and PURCHASER hereby agrees to purchase the Property from SELLER at the Closing (as defined hereinafter).

3. <u>Purchase Price</u>. In consideration for the conveyance of the Property, PURCHASER hereby agrees to purchase the Property from SELLER for the sum of ONE HUNDRED AND THIRTEEN THOUSAND AND 0/100 DOLLARS (\$113,000.00) ("Purchase Price"), payable in immediately available funds on the Closing Date, plus or minus any credits and prorations set forth herein.

4. <u>Closing</u>. The Parties agree to make all reasonable efforts to close by October 11,

2018, provided that all contingencies to close set forth herein have been met, or at any other such time and place as PURCHASER and SELLER shall mutually agree upon (the "Closing"). If PURCHASER wishes to close earlier, PURCHASER shall provide SELLER a written request to close earlier.

5. <u>Due Diligence Period</u>. PURCHASER shall have twenty-one (21) days from the full execution of this Agreement to conduct, at its sole cost and expense, any of its due diligence ("Due Diligence Period"). PURCHASER shall provide written notice to SELLER that PURCHASER is commencing its due diligence ("Due Diligence Notice").

a. Upon receipt of the Due Diligence Notice, SELLER shall provide PURCHASER with copies of the following, if available to SELLER: (i) existing deed; (ii) existing title insurance policy; (iii) existing survey, (iv) copies of title exception documents of record; (v) existing environmental, engineering and soils reports, (vi) existing engineering and/or wetland reports (if applicable), (vii) copies of existing zoning documentation, (viii) copies of tax bills and assessment history for the previous five (5) years; and (ix) all government notices, permits and licenses.

During the Due Diligence Period, PURCHASER shall have unlimited access to the b. Property for the purpose of making inspections, test borings, soil analysis, and such other tests and surveys thereon as deemed necessary by PURCHASER, including a Phase I and II environmental. PURCHASER shall indemnify, defend, and hold harmless the SELLER, its officials, officers, employees, and agents from any claims or demands that may be made by any third party against the SELLER, its officials, officers, employees, and agents arising out of the access granted hereunder. PURCHASER shall, at its sole cost and expense, restore the Property to its condition existing immediately prior to inspection. If the inspections, surveys, test borings or soil analysis do not show to the PURCHASER's satisfaction that the said Property is suitable for PURCHASER's intended use or indicate, in PURCHASER's sole judgment, that there are hazardous substances present on the Property ("Unacceptable Conditions"), PURCHASER shall notify SELLER of such Unacceptable Conditions prior to the expiration of the Due Diligence Period, and SELLER, at its sole cost and expense, shall remedy and/or correct, to the PURCHASER's satisfaction, the Unacceptable Conditions prior to Closing or if SELLER fails to remedy and/or correct the Unacceptable Conditions, PURCHASER shall have the right to terminate this Agreement by written notice to the SELLER. The indemnity under this subsection 5(b) shall survive any termination of this Agreement and the Closing.

6. <u>Termination</u>.

a. In the event SELLER fails to remedy and/or correct any Unacceptable Conditions on the Property, PURCHASER shall have the right to terminate this Agreement pursuant to Section 5(b).

b. In the event of fire, casualty or condemnation, PURCHASER shall have the right to terminate this Agreement pursuant to Paragraph 20.

c. In the event that any of the conditions precedent contained in this Agreement is not fulfilled, or SELLER is in breach of its obligations to consummate the transaction contemplated

under this Agreement, and such breach has not been cured by SELLER within thirty (30) days after written notice to SELLER by PURCHASER, PURCHASER shall have the right to terminate this Agreement. In lieu of their termination rights, PURCHASER may seek specific performance of this transaction and damages (including attorneys' fees) in the case of SELLER's wrongful refusal to close.

d. In the event that PURCHASER is in breach of its obligations to consummate the transaction contemplated under this Agreement, and such breach has not been cured by PURCHASER within thirty (30) days after written notice to PURCHASER by SELLER, SELLER shall have the right to terminate this Agreement.

7. <u>Prorations</u>. All water and other utilities charges, and rents, if any, and other similar items with respect to the Property shall be prorated between SELLER and PURCHASER as of the Closing. Real Estate property tax prorations shall be based upon 110% of the last ascertainable tax bill. SELLER shall pay all special assessments levied prior to Closing regardless as to when due.

8. <u>Survey</u>. PURCHASER, shall, at its sole cost and expense, obtain a current boundary survey ("Survey"). In the event said survey discloses encroachments, these encroachments shall be insured by the Title Company for PURCHASER, at the PURCHASER'S expense.

9. <u>Title Insurance</u>. PURCHASER, at its sole cost and expense, shall obtain a title commitment for an owner's title insurance policy issued by Professional National Title Network ("Title Company") in the amount of the purchase price providing standard coverage and full extended coverage over all standard and general exceptions ("Permitted Exceptions"). Any endorsement requested by PURCHASER would be at PURCHASER's expense.

10. <u>Title and Survey Objections</u>.

PURCHASER shall have ten (10) business days after receipt of the Title Commitment and the Survey, respectively, in which to object in writing to SELLER to any defect, encumbrance or matter appearing in the title documents or Survey, respectively. Those matters to which the PURCHASER does not so object shall become Permitted Exceptions. If, within such applicable period, PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter shown in the Title Commitment or Survey, or if at any time prior to closing PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter to SELLER's title not set forth in the original Title Commitment or Survey, then SELLER shall have, at its option and without any obligation to do so, five (5) business days after receipt of such notification of objection in which to cure or remove same to PURCHASER's satisfaction. If SELLER does not do so, then PURCHASER may at any time prior to Closing send SELLER and Title Company written notice terminating this Agreement, and neither PURCHASER nor SELLER shall have any further rights or obligations pursuant to this Agreement; otherwise, PURCHASER shall be deemed to have accepted such matter, encumbrance or defect as a Permitted Exception.

11. <u>Title</u>. SELLER shall convey to PURCHASER the Property transferred hereunder

by executing and delivering to PURCHASER a general warranty deed ("Deed"), with release of marital and homestead right, if any, subject only to general taxes not yet due and payable and the Permitted Exceptions.

12. <u>Conditions Precedent</u>. This Agreement and PURCHASER'S obligations hereunder are contingent upon each of the following.

a. <u>Board Approval</u>. The PURCHASER's Board of Trustee's approval of this Agreement by is an express condition precedent.

b. <u>Condition of the Property</u>. Subject to Paragraph 20, that the Property at Closing is in the same condition, reasonable wear and tear excluded, as it is in on the Effective Date.

c. <u>Failure of Conditions Precedent</u>. In the event that any of the conditions precedent contained in this Agreement shall not be fulfilled, PURCHASER may declare, at its sole option, this Agreement null and void.

13. <u>Property Taxes</u>. SELLER shall pay the second installment of property taxes from 2017, in the amount of two thousand seven hundred and thirty-two dollars and forty-six cents (\$2,732.46) between the Effective Date and the Closing. Upon payment of the second installment of property taxes from 2017 by SELLER, PURCHASHER agrees to pay any unpaid property taxes from 2018. In the event that SELLER does not pay the second installment of property taxes from 2017, PURCHASHER may declare, at its sole option, this Agreement null and void.

14. <u>Representations of SELLER</u>. SELLER represents and warrants to PURCHASER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. <u>Authorization</u>. SELLER has complete right, power and authority to enter this Agreement and to perform each of SELLER'S obligations under this Agreement.

b. <u>SELLER'S Title</u>. SELLER is the owner of the Property, free and clear of all liens, security interests, charges, claims, or encumbrances, restrictions, restrictions, leases, tenancies, licenses, options, except for the Permitted Exceptions. SELLER has complete right, power and authority to enter into this Agreement and to convey title of the Property to PURCHASER at the Closing by general warranty deed and SELLER represents that as of Closing these representations shall be true and correct.

c. <u>Condition of the Property</u>. To SELLER's knowledge, there exists no defective condition, structural or otherwise, with respect to the Property. All major structural, electrical and mechanical systems and elements are in good working order and condition for their intended uses in all material respects and will be in such good working order and condition on the Closing Date (ordinary wear and tear excepted). In addition, SELLER has not received any written notice from any insurance company which has issued a policy with respect to Property or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Property or suggesting or requesting the performance of any repairs, alterations or other work to the Property. d. <u>Hazardous Substances</u>. SELLER, to the best of SELLER's Knowledge, warrants and represents that the Property is not contaminated with any Hazardous Substances. For purposes of this Agreement, "*Hazardous Substances*" means any substance or material which gives rise to liability under any of the Environmental Laws. For purposes of this Agreement, "*Environmental Laws*" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, and regulations pertaining to the environmental or ecological conditions on, under or about the Property. To SELLER's Knowledge, there are no underground storage tanks on the Property.

e. <u>Violations of Law</u>. SELLER, to the best of SELLER'S knowledge, warrants and represents that there is not any violation of any law, ordinance, rule or administrative or judicial order affecting the Property that will in any way affect PURCHASER'S use of, or interest in, the Property, nor is there any condemnation, zoning change, or other proceedings or action pending, threatened or contemplated by any governmental body, authority or agency that will in any way affect PURCHASER'S use of, or interest in, the Property.

f. <u>Litigation</u>. SELLER, to the best of SELLER's knowledge, warrants and represents that there is no litigation pending, threatened or contemplated which will affect the Property in any way including, without limitation, the use, ownership and operation of the Property.

h. <u>Assessments</u>. SELLER, to the best of SELLER'S knowledge, warrants and represents that the Property is not and at the time of Closing shall not be the subject of any proposed assessments or assessment liens for any reason whatsoever including, without limitation, any work or improvement contemplated or installed at or before the Closing.

i. <u>Agreements</u>. SELLER, to the best of SELLER'S knowledge, represents and warrants that this Agreement will not conflict with, result in a breach of the terms and conditions of, accelerate any provision of, or constitute any default under, any contract or agreement of which SELLER is now or may become a party.

j. <u>Foreign Person</u>. SELLER is not a "foreign person", as that term is defined in the I.R.C., Section 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof.

At the Closing, SELLER shall furnish to PURCHASER a SELLER's Certificate updating the representations and warranties set forth herein, with any changes thereto, as of the Closing Date. In PURCHASER's sole discretion, PURCHASER may terminate this agreement if SELLER's updating of the representations and warranties materially affects PURCHASER's intended use of the Property.

15. <u>Representations of the PURCHASER</u>. PURCHASER represents and warrants to SELLER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. <u>Organization</u>. PURCHASER represents and warrants that it is an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

a. <u>Authorization</u>. PURCHASER represents and warrants that that it has complete right, power and authority to enter this Agreement and to perform each of its obligations under this Agreement.

b. <u>Litigation</u>. PURCHASER, to the best of PURCHASER'S knowledge, warrants and represents that there is no litigation pending, threatened or contemplated relating to or affecting PURCHASER in which an adverse determination would have a materially adverse effect on the ability of PURCHASER to perform its obligations under this Agreement or consummate the transactions contemplated herein. PURCHASER is not subject to any judgment, order, decree or other governmental restriction specifically applicable to PURCHASER, which would have a materially adverse effect on the consummation of the transactions contemplated herein.

16. <u>Escrow Closing</u>. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be paid equally by SELLER and PURCHASER.

17. <u>Closing Documents</u>. At the time of the Closing, the Title Company shall prepare a Closing Statement which shall be signed by each of the Parties and shall indicate appropriate debits and credits on account of the purchase price, prorations and security as more fully described in this Agreement. The SELLER shall furnish an Affidavit of Title covering the time of closing, subject only to the Permitted Exceptions allowed for under this Agreement and shall sign all customary ALTA forms.

18. <u>Closing Costs</u>. PURCHASER shall pay for the closing costs, including charges for the owner's title search and title insurance policy, survey, charges for recording the Deed, State and county transfer taxes, land trust fees, and any and all of SELLER's closing fees, except for her second installment of 2017 property taxes, in an amount not to exceed Six Thousand Dollars (\$6,000.00) to be paid by the Village of Tinley Park. PURCHASER shall pay for due diligence studies, environmental reports and or other engineering studies or updates.

19. Broker and Commissions. SELLER and PURCHASER represent to the other that neither has utilized the services of a broker in connection with this Agreement. Each Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in the purchase and sale of the Property or in any manner whatsoever in connection with this transaction. SELLER's attorney, Michael Brady shall not charge any closing fees to PURCHASER as part of this transaction.

20. <u>Fire, Casualty or Condemnation</u>. In the event that, on or prior to the Closing, all or any portion of the Property is destroyed by fire or other casualty or is taken or proposed to be taken through condemnation, PURCHASER may elect, within thirty (30) days after the date of such casualty or condemnation, at its sole option, either to:

(a) Terminate this Agreement, or

(b) Proceed with the Closing of the transactions contemplated by this Agreement, in which case SELLER shall turn over to PURCHASER at the Closing, by certified funds, all insurance proceeds and/or condemnation awards theretofore paid in connection with such casualty and/or taking and shall also assign to PURCHASER, by writing in form and substance reasonably acceptable to PURCHASER, all of SELLER'S right, title and interest in and to all insurance proceeds and/or condemnation awards in connection therewith.

21. <u>Indemnification</u>. SELLER shall indemnify, defend, and hold harmless PURCHASER from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of SELLER of its obligations, representations, warranties or covenants hereunder. SELLER further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by SELLER of any such Losses.

22. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

23. <u>Assignment</u>. PURCHASER shall not assign this Agreement or its rights hereunder without the written consent of SELLER, and SELLER shall not assign this Agreement or its rights hereunder without the written consent of PURCHASER.

24. <u>Duplicate Copies</u>. This Agreement may be executed in duplicate, each of which shall be deemed an original.

25. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served upon any Party hereto by the other Party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom it is directed, or in lieu of such personal service, by sending a written copy by United States certified mail-return receipt requested, postage prepaid, e-mail, or express mail (i.e. Federal Express, Purolator, etc.), addressed as follows:

To SELLER at: Mary Concannon 17421 70<sup>th</sup> Avenue Tinley Park, IL 60477 With a Copy to:

Michael Brady M.W. Brady Law Firm, P.C. 17407 67<sup>th</sup> Ct., Suite 3 Tinley Park, IL 60477 (708) 532-3655 mbrady@mwbradylaw.com

To PURCHASER at: David J. Niemeyer, Village Manager Village of Tinley Park 16250 S. Oak Park Ave. Tinley Park, IL 60477 dmiemeyer@tinleypark.org

With Copy to: Patrick Connelly Darren K. Angell Peterson Johnson & Murray, LLC 200 W Adams, Suite 2125 Chicago, IL 60606 pconnelly@pimchicago.com dangell@pimchicago.com

If notice is given by certified mail or express mail, such notice shall be deemed given upon receipt or refusal of receipt. Either Party may change their address for the purposes of this section by giving written notice of such change to the other Party in the manner provided for in this section.

26. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with the law of the State of Illinois.

27. <u>Inurement</u>. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it, and their respective heirs, legal representative, successors and assigns.

28. <u>Attorney Fees</u>. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees to and through all appellate proceedings, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

29. <u>Captions</u>. Captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

30. <u>Survival</u>. The warranties and representations made in this Agreement by either Party to the other shall be deemed remade by all Parties as of the Closing, and shall be true and

correct at such time. The warrantles, representations, indemnifications and other agreements contained in this Agreement shall survive the Closing and shall not merge into the Deed.

31. <u>Venue</u>. The sole and exclusive venues for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois.

32. Confidentiality. To the extent permitted by law, PURCHASER and SELLER shall endeavor to maintain the confidentiality of this Agreement, but SELLER shall be permitted to disclose such information and documents to officials, officers, employees, agents, attorneys and consultants as SELLER in its sole discretion, deems appropriate in order to complete the transaction contemplated by this Agreement and to comply with any and all provisions of the Illinois Open Meetings Act and the Illinois Freedom of Information Act. PURCHASER understands and agrees that the provisions of this Agreement shall be a matter of public record. SELLER shall make all disclosures in the manner and within the time required by law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year written below.

SELLER: Mary Concannon B Date

PURCHASER: The Village of Tinley Park, Illinois Bv: Its: Village President

Date: October 2. 2018

## EXHIBIT A

## LEGAL DESCRIPTION

PIN: 28-30-411-020-0000

Common Address: 6700 174<sup>th</sup> Street, Tinley Park, Illinois 60477

STATE OF ILLINOIS)COUNTY OF COOK)COUNTY OF WILL)

## CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2018-O-057, "AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MARY CONCANNON, FOR THE SALE OF PROPERTY LOCATED AT 6700 174<sup>TH</sup> STREET IN TINLEY PARK, ILLINOIS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 2, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of October, 2018.

KRISTIN A. THIRION, VILLAGE CLERK