
THE VILLAGE OF TINLEY PARK
Cook and Will
Counties, Illinois

RESOLUTION
2020-R-125

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL
ESTATE TO COOK COUNTY FOR HIGHWAY PURPOSES-
(PARCEL 0042 – 80TH AVENUE WIDENING PROJECT)**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A.
BRENNAN DIANE M.
GALANTE MICHAEL
W. GLOTZ MICHAEL
G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK
COOK AND WILL COUNTIES, ILLINOIS**

RESOLUTION 2020-R-125

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE
TO COOK COUNTY FOR HIGHWAY PURPOSES**

(PARCEL 0042 – 80TH AVENUE WIDENING PROJECT)

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 Will County Highway Department is undertaking the widening and improvement of 80th Avenue from 183rd Street to 191st Street; and

WHEREAS, a portion of the contemplated improvements lies within Cook County and under the jurisdiction of the Cook County Highway Department; and

WHEREAS, Will and Cook Counties have entered into an intergovernmental agreement relative to the proposed improvements that lie within Cook County; and

WHEREAS, the roadway improvements require the acquisition of additional right-of-way on the East side of 80th Avenue from Timber Drive to 183rd Street in Cook County from the Village of Tinley Park; and

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, the Village is entitled to transfer real property to the County of Cook; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to convey the certain real estate located in Cook County, Illinois, identified as “Parcel 0042” and legally described in **Exhibit C**, to the County of Cook for highway purposes under the “Contract for Sale of Real Property” between the Village of Tinley Park, County of Will, and County of Cook, herein included as **Attachment 1**, for the sum of three thousand dollars (\$3,000.00) and other good and valuable consideration;

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois:

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 of the Village of Tinley Park hereby approve the transfer of certain real estate, described in **Exhibit C** of **Attachment 1**, to the County of Cook, and

all Village Officials are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such conveyance; and

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

SECTION 5: That this Resolution shall take effect from and after its adoption and approval.

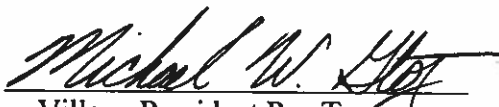
PASSED THIS 15th day of December, 2020.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller


NAYS: None

ABSENT: Vandenberg

APPROVED THIS 15th day of December, 2020.

By: 
Village President Pro-Tem

ATTEST:


VILLAGE CLERK

ATTACHMENT 1

CONTRACT FOR SALE OF REAL PROPERTY

ATTACHEMENT 1

Will County Division of Transportation

Route: FAU 2755 80th Avenue (CH 83)
Section: 06-00122-16-FP
Job No.: R-35-001-97
County: Will/Cook
Parcel: 0041 & TE
0042
PIN: 27-36-402-004 (0041 & TE)
27-36-402-018 (0042)

fence and \$112,075.00 is to be allocated for the parking area. Escrow funds will be disbursed as outlined in Paragraph 4.

4. As invoices are received by Seller for the Owner's Work, Seller will certify to Will County that work was performed, and the contractor is due payment. Based on that certification, MROWCO shall reimburse Seller for the payment to the contractor.

5. Once the Owner's Work is complete, any remaining funds in escrow shall be returned to Will County. If the actual cost of the Owner's Work exceeds the amount in the escrow payment, the excess will be the responsibility of the Seller.

6. This Contract and the sale of real estate described herein are made in lieu of an action for condemnation of the subject real estate by the County of Will, in the State of Illinois.

7. This document shall be the final embodiment of the agreement by and between the Counties and the Seller. No oral changes or modifications of this agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon the necessary and proper signature of the Counties and Seller.

8. The Seller can provide good, valid and marketable title to said property in fee simple (or other interest as provided in Paragraph 1 above) and will convey same to the Counties free and clear of all liens, encumbrances, objections and special assessments by good and sufficient Warranty Deed or Trustee's Deed (and/or Grant of Easement as provided above). In the event mortgages or other liens, encumbrances and objections affect title to Seller's property and require the payment of money to clear, such sums shall be deducted from amount due Seller as set forth in Paragraph 2 above. Seller shall cooperate promptly in providing information and executing necessary documents to clear title. In the event the property is held in Trust, the undersigned agree to execute any and all documents necessary to cause the Trustee to transfer the interest or interests provided in Paragraph 1 above to the Counties in accord with this contract.

9. At the option of the Will County, this transaction shall be closed in escrow with Wheatland Title; the terms of said escrow to be consistent with this contract. Will County shall pay all standard escrow charges.

10. The compensation provided in Paragraph 2, subject to prorations and other deductions, shall be due and payable to Seller when Wheatland Title is prepared to issue its policy guaranteeing title in the name of the respective County as outlined in Paragraph 1, free and clear of all liens, claims, encumbrances and non-standard conditions of record. The Counties shall obtain a title insurance policy. If the title commitment disclosed unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof, to have said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions (other than encroachments, disclosed by the survey), and the closing date

Route: FAU 2755 80th Avenue (CH 83)
Section: 06-00122-16-FP
Job No.: R-55-001-97
County: Will/Cook
Parcel: 0041 & TE
0042
PIN: 27-36-402-004 (0041 & TE)
27-36-402-018 (0042)

shall be delayed, if necessary during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the time specified, the Counties may terminate the contract between the parties, or take the title as it then is. If the Counties do not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Will County hereunder, shall be refunded.

11. If the Seller desires to remove any vegetation, decorative monuments or improvements from the property purchased, Seller shall be required to do so before Will County begins construction.

12. Seller shall provide an executed Affidavit of Title in a form substantially identical to the Exhibit D attached hereto.

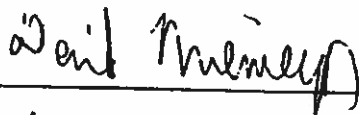
[Signatures Appear on Following Page]

Will County Division of Transportation

Route: FAU 2755 80th Avenue (CH 83)
Section: 06-00122-16-FP
Job No.: R-55-001-97
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0042
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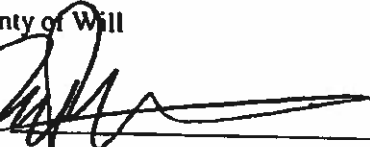
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands, this 16th day of March, 2021

Seller: The Village of Tinley Park, a municipal corporation

By: 

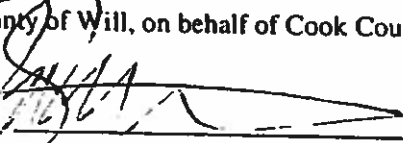
Its: Village Manager

County of Will

By: 

Its: Agent

County of Will, on behalf of Cook County

By: 

Its: Agent

EXHIBIT A

Route: 80th Avenue (CH 83)
Section: 06-00122-16-FP
County: Cook
Job No. : R-55-001-97
Parcel No.: 0041
Station 129+26.38 To Station 133+74.37
Index No.: 27-36-402-004

Parcel 0041

That part of the west half of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80th Avenue with the north right of way line of 183rd Street, per Document No. 94114564, said east right of way line being 50.0 feet East of, as measured perpendicular to, the west line of said Southwest Quarter, and the north right of way line of 183rd Street being 50.0 feet North of, as measured perpendicular to, the south line of said Southwest Quarter; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 447.99 feet to the north line of the South 498.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 15.00 feet to the east line of the West 65.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 299.27 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 4.00 feet to the east line of the West 69.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 24.29 feet to a point of curvature; thence Southeasterly, on a 110.00 foot radius curve, concave Northeasterly, 172.21 feet, the chord of said curve bears South 46 degrees 29 minutes 00 seconds East, 155.16 feet to the north line of the South 65.00 feet of said Southwest Quarter, and to a point of tangency; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 664.41 feet; thence South 01 degree 20 minutes 04 seconds East, perpendicular to the last described line, 15.00 feet to the north right of way line of 183rd Street, per Document No. 94114564; thence South 88 degrees 39 minutes 56 seconds West, on said north right of way line, 792.76 feet to the Point of Beginning.

Said parcel containing 0.493 acre, more or less, of which 0.005 acre (200 square feet), more or less, has been previously dedicated or used for public highway purposes.

December 19, 2019

EXHIBIT B

Route: 80th Avenue (CH 83)
Section: 06-00122-16-FP
County: Cook
Job No.: R-55-001-97
Parcel No.: 0041TE
Station 129+21.14 To Station 136+86.28
Index No.: 27-36-402-004

Parcel 0041TE

That part of the west half of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Commencing at the intersection of the east right of way line of 80th Avenue with the north right of way line of 183rd Street, per Document No. 94114564, said east right of way line being 50.0 feet East of, as measured perpendicular to, the west line of said Southwest Quarter, and the north right of way line of 183rd Street being 50.0 feet North of, as measured perpendicular to, the south line of said Southwest Quarter, thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 447.99 feet to the north line of the South 498.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 15.00 feet to the east right of way line of 80th Avenue per Document No. 94768366, and to the Point of Beginning; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 311.99 feet to the north line of the South 810.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 10.00 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with said east right of way line, 311.99 feet to the north line of the South 498.00 feet of said Southwest Quarter; thence South 88 degrees 39 minutes 56 seconds West, on said north line, 5.00 feet; thence South 01 degree 37 minutes 58 seconds West, parallel with said east right of way line, 294.27 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 4.00 feet to the east line of the West 74.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 29.26 feet to a point of curvature; thence Southeasterly, on a 105.00 foot radius curve, concave Northeasterly, 33.35 feet, the chord of said curve bears South 10 degrees 43 minutes 56 seconds East, 33.21 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 26.50 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with the west line of said Southwest Quarter, 24.50 feet to a point of curvature; thence Southeasterly, on a 16.50 foot radius curve, concave Northeasterly, 25.92 feet, the chord of said curve bears South 46 degrees 37 minutes 58 seconds East, 23.34 feet to a point of tangency; thence North 88 degrees 22 minutes 02 seconds East, 18.00 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with the west line of said Southwest Quarter, 23.66 feet to a point of curvature; thence Southeasterly, on a 105.00 foot radius curve, concave Northeasterly, 39.14 feet, the chord

Route: 80th Avenue (CH 83)
Section: 06-00122-16-FP
County: Cook
Job No. : R-55-001-97
Parcel No.: 0041TE
Station 129+21.14 To Station 136+86.28
Index No.: 27-36-402-004

of said curve bears South 80 degrees 39 minutes 22 seconds East, 38.91 feet to the north line of the South 70.00 feet of said Southwest Quarter, and to a point of tangency; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 166.50 feet; thence North 01 degree 20 minutes 04 seconds West, 5.00 feet to the north line of the South 75.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 96.27 feet; thence North 01 degree 20 minutes 04 seconds West, 115.50 feet; thence North 88 degrees 39 minutes 56 seconds East, 202.15 feet; thence South 01 degree 20 minutes 04 seconds East, 55.00 feet; thence North 87 degrees 11 minutes 50 seconds East, 370.68 feet; thence South 01 degree 20 minutes 04 seconds East, 95.00 feet to the north right of way line of 183rd Street, per Document No. 94114564; thence South 88 degrees 39 minutes 56 seconds West, on said north right of way line, 171.07 feet; thence North 01 degree 20 minutes 04 seconds West, 15.00 feet to the north line of the South 65.00 feet of said Southwest Quarter; thence South 88 degrees 39 minutes 56 seconds West, on said north line, 664.41 feet to a point of curvature; thence Northwesterly, on a 110.00 foot radius curve, concave Northeasterly, 172.21 feet, the chord of said curve bears North 46 degrees 29 minutes 00 seconds West, 155.16 feet to the east line of the West 69.00 feet of said Southwest Quarter, and to a point of tangency; thence North 01 degree 37 minutes 58 seconds West, on said east line, 24.29 feet; thence South 88 degrees 39 minutes 56 seconds West, parallel to the south line of said Southwest Quarter, 4.00 feet to the east line of the West 65.00 feet of said Southwest Quarter; thence North 01 degree 37 minutes 58 seconds West, on said east line, 299.27 feet to the Point of Beginning.

Said parcel containing 1.479 acres, more or less.

December 19, 2019

EXHIBIT C

Route: 80th Avenue (CH 83)
Section: 06-00122-16-FP
County: Cook
Job No. : R-55-001-97
Parcel No.: 0042
Station 139+66.05 To Station 142+18.11
Index No.: 27-36-402-018

Parcel 0042

That part of the West 1900 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80th Avenue per Document No. 94114564 with the southerly right of way line of Timber Drive per Document No. 0404118149; thence North 59 degrees 39 minutes 02 seconds East, on said southerly right of way line, 28.51 feet to a point 25.00 feet East of, as measured perpendicular to, said east right of way line of 80th Avenue; thence South 01 degree 37 minutes 58 seconds East, parallel with said east right of way line, 252.06 feet to the centerline of the north branch of the Flossmoor Road drainage ditch; thence North 73 degrees 00 minutes 02 seconds West, on said centerline, 26.38 feet to said east right of way line; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 229.93 feet to the Point of Beginning.

Said parcel containing 0.138 acre, more or less.

December 19, 2019

EXHIBIT D
[Affidavit of Title to be attached]

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

- Individual.** Individual owner of the property is: _____
- Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization
- Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.
- Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

- Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 16th day of March, 2021.

By: *David Niemeyer*
Signature

David Niemeyer, Village Manager
Print Name and Title if applicable

State of Illinois)
County of Cook) ss

This instrument was acknowledged before me on March 16, 2021, by
David Niemeyer.

(SEAL)



Lisa Valley
Notary Public

My Commission Expires: November 19, 2022

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY ONE OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

50 ILCS 105/3.1

Sec. 3.1. Before any contract relating to the ownership or use of real property is entered into by and between the State or any local governmental unit or any agency of either the identity of every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation, or limited partnership having any interest, real or personal, in such property must be disclosed. The disclosure shall be in writing and shall be subscribed by a member, owner, authorized trustee, corporate official, general partner, or managing agent, or his or her authorized attorney, under oath. However, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than a 7 1/2% interest, then a statement to that effect, subscribed to under oath by a member, officer of the corporation, general partner, or managing agent, or his or her authorized attorney, shall fulfill the disclosure statement requirement of this Section. As a condition of contracts entered into on or after the effective date of this amendatory Act of 1995, the beneficiaries of a lease shall furnish the trustee of a trust subject to disclosure under this Section with a binding non-revocable letter of direction authorizing the trustee to provide the State with an up-to-date disclosure whenever requested by the State. The letter of direction shall be binding on beneficiaries' heirs, successors, and assigns during the term of the contract. This Section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of real property thereby.

For any entity that is wholly or partially owned by another entity, the names of the owners of the wholly or partially owning entity shall be disclosed under this Section, as well as the names of the owners of the wholly or partially owned entity.

(Source: P.A. 91-361, eff. 7-29-99.)

EXHIBIT A

THAT PART OF THE WEST 1900 FEET OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 988 FEET OF SAID SOUTHWEST 1/4 AND THE CENTERLINE OF THE NORTHERN TRIBUTARY OF THE UNION DRAINAGE DITCH (ALSO KNOWN AS THE FLOSSMOOR ROAD DRAINAGE DITCH) THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, 184 FEET, THENCE NORTH 30 DEGREES 0 MINUTES 0 SECONDS EAST 110.50 FEET, THENCE NORTH 28 DEGREES 43 MINUTES 0 SECONDS WEST 288 FEET, THENCE SOUTH 61 DEGREES 17 MINUTES 0 SECONDS WEST 89 FEET, THENCE NORTH 28 DEGREES 43 MINUTES 0 SECONDS WEST 81 FEET, THENCE NORTH 61 DEGREES 17 MINUTES 0 SECONDS EAST 53.576 FEET, THENCE NORTH 28 DEGREES 43 MINUTES 0 SECONDS WEST 328.431 FEET, THENCE SOUTH 61 DEGREES 17 MINUTES 0 SECONDS WEST 893.32 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS WEST 228.81, THENCE SOUTH 71 DEGREES 22 MINUTES 0 SECONDS EAST 988.78 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 27-36-402-018

Receipt of Conveyance Documents and Disbursement Statement

Owner The Village of Tinley Park, a municipal corporation
 Job No. R-55-001-97
 Parcel No. 0042

The County of Will ("County"), on behalf of Cook County, acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 0.138 acre
- Permanent Easement
- Temporary Construction Easement

all located in Cook County, Illinois as right of way for FAU 2755 80th Avenue (CH 83), Section 06-00122-16-FP, dated March 16, 2021, executed by the undersigned Grantor.

Grantor and County agree as follows:

1. The payment of the sum of Three Thousand and 00/100's Dollars (\$3,000.00) and other good and valuable consideration to Grantor as total consideration for the deed, by County is subject to County's approval of title and documentation.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Will County Division of Transportation, unless provided as follows:
3. Possession and transfer of title to the Cook County occur when County delivers a warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Cook County.
4. Grantor directs County to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN</u>	<u>Address</u>	<u>Amount</u>
The Village of Tinley Park, a municipal corporation	<u>36-6006127</u>	16250 South Oak Park Avenue Tinley Park, IL 60477	\$3,000.00

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "County" and "Transferor" shall mean "Grantor". To inform the County that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.


Initial

6. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersedes any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: March 16, 2021

Grantor: The Village of Tinley Park, a municipal corporation



Signature

David Niemeyer, Village Manager
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: March 18, 2021

County of Will, on behalf of Cook County:



for Will County Division of Transportation

Will County Division of Transportation

Route: FAU 2755 80th Avenue (CH 83)
Section: 06-00122-16-FP
Job No.: R-55-001-97
County: Will/Cook
Parcel: 0041 & TE
0042
PIN: 27-36-402-004 (0041 & TE)
27-36-402-018 (0042)

Owner: The Village of Tinley Park, a municipal corporation

Address:
7980 & 7850 183rd Street, Tinley Park, Illinois (0041 & TE)
7851 Timber Drive, Tinley Park, Illinois (0042)

CONSTRUCTION ESCROW AGREEMENT

THIS AGREEMENT executed this 22nd day of March, 2021 made by and between **The Village of Tinley Park, a municipal corporation, 16250 S. Oak Park Ave., Tinley Park, IL 60447**, hereinafter referred to as **"Seller"** and the **County of Will, 302 N. Chicago Street, Joliet, IL 60432** hereinafter referred to as **"County"** (the **"Agreement"**).

WITNESSETH:

Pursuant to the terms of a certain **CONTRACT FOR SALE OF REAL PROPERTY ("Contract")** entered into among the parties hereto, the Seller and County agree as follows:

1. At the closing of the transaction contemplated in the above referenced Contract, County shall deposit \$144,075.00 in construction escrow with Mathewson Right of Way Company ("MROWCO"), as Escrow Agent, said funds to be held for the benefit of Seller on the terms stated hereinbelow. Said deposit is broken down as follows: \$32,000.00 for the replacement of fencing and \$112,075.00 for parking area paving work.
2. As invoices are received by Seller for the Owner's Work, Seller will certify to the County that work was performed, and the contractor is due payment. Based on that certification, MROWCO shall reimburse Seller for the payment to the contractor.
3. Once the Owner's Work is complete, any remaining funds in escrow shall be returned to the County. If the actual cost of the Owner's Work exceeds the amount in the escrow payment, the excess will be the responsibility of the Seller.
4. This document shall be the final embodiment of the agreement by and between the CSX and the County. No oral changes or modifications of this agreement shall be permitted or allowed.
5. The parties may execute this agreement in counterparts.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

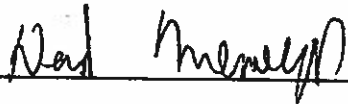
Will County Division of Transportation

Route: FAU 2755 80th Avenue (CH 83)
Section: 06-00122-16-FP
Job No.: R-55-001-97
County: Will/Cook
Parcel: 0041 & TE
0042
PIN: 27-36-402-004 (0041 & TE)
27-36-402-018 (0042)


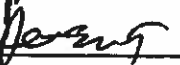
Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands,
this 16th day of March, 2021

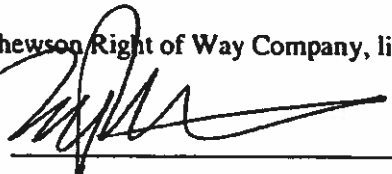
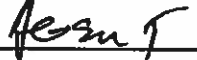
Seller: The Village of Tinley Park, a municipal corporation

By: 
Its: Village Manager

County of Will

By: 
Its: 

Mathewson Right of Way Company, limited to its obligations as Escrow Agent

By: 
Its: 

Owner The Village of Tinley Park,
a municipal corporation
Address 7851 Timber Drive,
Tinley Park, Illinois
Route FAU 2755 80th Avenue
(CH 83)
County Cook
Job No. R-55-001-97
Parcel No. 0042
P.I.N. No. 27-36-402-018
Section 06-00122-16-FP
Station 139+66.05 to
Station 142+18.11

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

The Village of Tinley Park, a municipal corporation, a governmental entity organized and existing under the laws of the State of Illinois and duly authorized to do business in Illinois, in consideration of the sum Three Thousand and 00/100's Dollars (\$3,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4, grants, conveys, and warrants to the County of Cook, a body politic and corporate, (Grantee), the following described real estate:

See attached legal description.

situated in the County of Cook, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 16th day of March, 2021.

The Village of Tinley Park,
a municipal corporation

Name of Governmental Entity

By: [Signature]
Signature

David Niemeyer, Village Manager
Print Name and Title

ATTEST:

By: [Signature]
Signature
Laura Godette
Deputy Village Clerk
Print Name and Title

State of Illinois)
County of Cook) ss

This instrument was acknowledged before me on March 16th, 2021, by
David Niemeyer, as Village Manager and
Laura Godette, as Deputy Village Clerk of The
Village of Tinley Park, a municipal corporation.

(SEAL)



[Signature]
Notary Public

My Commission Expires: November 19, 2022

This instrument was prepared by:

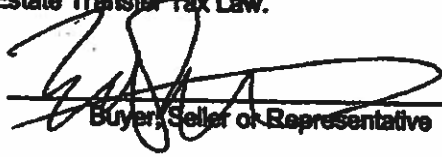
Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle St., Suite 2400
Chicago, IL 60602

Taxes and Grantee's Address:

Cook County Dept. of Transportation & Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

March 23, 2021
Date


Buyer, Seller or Representative

Route: 80th Avenue (CH 83)
Section: 06-00122-16-FP
County: Cook
Job No. : R-55-001-97
Parcel No.: 0042
Station 139+66.05 To Station 142+18.11
Index No.: 27-36-402-018

Parcel 0042

That part of the West 1900 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80th Avenue per Document No. 94114564 with the southerly right of way line of Timber Drive per Document No. 0404118149; thence North 59 degrees 39 minutes 02 seconds East, on said southerly right of way line, 28.51 feet to a point 25.00 feet East of, as measured perpendicular to, said east right of way line of 80th Avenue; thence South 01 degree 37 minutes 58 seconds East, parallel with said east right of way line, 252.06 feet to the centerline of the north branch of the Flossmoor Road drainage ditch; thence North 73 degrees 00 minutes 02 seconds West, on said centerline, 26.38 feet to said east right of way line; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 229.93 feet to the Point of Beginning.

Said parcel containing 0.138 acre, more or less.

December 19, 2019

STATE OF ILLINOIS)
COUNTY OF COOK) SS
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 Resolution 2020-R-125, "A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO COOK COUNTY FOR HIGHWAY PURPOSES (PARCEL 0042 – 80TH AVENUE WIDENING PROJECT)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK