
THE VILLAGE OF TINLEY PARK

**Cook and Will
Counties, Illinois**

**RESOLUTION
2020-R-126**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL
ESTATE TO COOK COUNTY FOR HIGHWAY PURPOSES
(PARCELS 0041 & 0041TE – 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-126

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

(PARCELS 0041 & 0041TE – 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 roadway improvement project requires .493 acres of Village property that is adjacent to the Village public works building for the 80th Avenue widening project, which will necessitate the relocation of four utility poles and six parking spaces. The project also requires 1.479 acres for a temporary construction easement; and

WHEREAS, Cook County will compensate the Village \$120,000 for the value of the .493 acres of Village property and \$32,500 for the temporary easement; 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, to the County of Cook for highway purposes identified as “Parcel 0041” and legally described in **Exhibit A**, along with the temporary easement identified as “Parcel 0041TE” and legally described in **Exhibit B** 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 total sum of one hundred fifty two thousand five hundred dollars (\$152,500.00) 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 and temporary easement, described in **Exhibits A and B** 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, 2020.

By:


Village President Pro-Tem

ATTEST:


VILLAGE CLERK

ATTACHMENT 1

CONTRACT FOR SALE OF REAL PROPERTY

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)

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT made by and between **The Village of Tinley Park, a municipal corporation**, hereinafter referred to as "**Seller**," the **County of Will**, hereinafter referred to as "**Will County**," and the **County of Cook**, hereinafter referred to as "**Cook County**" (collectively "**Counties**").

WITNESSETH:

In consideration of the mutual covenants herein contained, the Seller and the Counties agree as follows:

1. On or before thirty (30) days after the date of execution of this Agreement, Seller shall perform as follows:
 - a. Seller shall sell and convey to Cook County the property described on the Exhibit A attached hereto ("0041").
 - b. Seller shall Grant a Temporary Construction Easement to Will County over the property described on the Exhibit B attached hereto ("0041TE").
 - c. Seller shall sell and convey to Cook County the property described on the Exhibit C attached hereto ("0042").
2. The total compensation to be paid by Will County at closing is \$135,500.00, which is broken down as follows: \$100,00.00 for 0041; \$32,500.00 for 0041TE; and \$3,000.00 for 0042. This amount includes compensation for all of the above real estate interests and for access rights taken, together with damages, if any, to the remainder of Seller's property as a result of the taking by the Counties of any part of Seller's property.
3. On or before closing, Will County shall deposit \$144,075.00 in construction escrow with Mathewson Right of Way Company ("MROWCO") for reimbursement of Seller's costs to replace fencing and for parking area paving work ("Owner's Work"), incurred as a result of the Counties' property acquisition. Of the \$144,075.00 deposit, \$32,000.00 is to be allocated for the

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
PDN: 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: 06-00123-16-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)

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: Deirdre M. Minsky

Its: Village Manager

County of Will

By: [Signature]

Its: Assessor

County of Will, on behalf of Cook County

By: [Signature]

Its: Assessor

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 65.00 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 Northwestery, on a 110.00 foot radius curve, concave Northeastery, 172.21 feet, the chord of said curve bears North 46 degrees 29 minutes 00 seconds West, 156.16 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

A 35.4 ACRE (MORE OR LESS) TRACT OF LAND DESCRIBED AS: THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF THE NORTH BRANCH OF THE FLOSSMOOR ROAD DRAINAGE DITCH (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE WEST 50 FEET AND THE SOUTH 50 FEET TO BE RETAINED FOR HIGHWAY PURPOSES), ALSO: THAT PART OF THE SOUTH 48 ACRES OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE CENTER LINE OF THE NORTH BRANCH OF THE FLOSSMOOR ROAD DRAINAGE DITCH (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE SOUTH 50 FEET TO BE RETAINED FOR HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THOSE PARTS OF THE ABOVE DESCRIBED LAND DEDICATED FOR PUBLIC STREETS BY PLATS OF DEDICATION RECORDED AS DOCUMENTS 95383368 AND 94768368.

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 27-36-402-004

Owner The Village of Tinley Park,
a municipal corporation
Address 7980 & 7850 183rd Street,
Tinley Park, Illinois
Route FAU 2755 80th Avenue
(CH 83)
County Cook
Job No. R-55-001-97
Parcel No. 0041
P.I.N. No. 27-36-402-004
Section 06-00122-16-FP
Station 129+26.38 to
Station 133+74.37

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 of One Hundred Thousand and 00/100's Dollars (\$100,000.00) 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: David Niemeyer
Signature

David Niemeyer, Village Manager
Print Name and Title

ATTEST:

By: Laura Godette
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 16, 2021, by
David Niemeyer as Village Manager and
Laura Godette as Deputy Village Clerk of The
Village of Tinley Park, a municipal corporation.

(SEAL)



Lisa Valley
Notary Public

My Commission Expires: November 19, 2022

This instrument was prepared by:

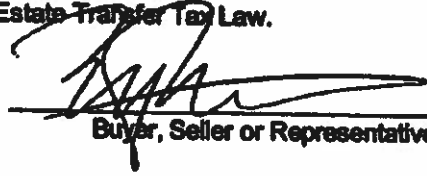
Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle St., Suite 2400
Chicago, IL 60602

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.: 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

Owner The Village of Tinley Park,
a municipal corporation
Address 7980 & 7850 183rd Street,
Tinley Park, Illinois
Route FAU 2755 80th Avenue
(CH 83)
County Cook
Job No. R-55-001-97
Parcel No. 0041TE
P.I.N. No. 27-36-402-004
Section 06-00122-16-FP
Station 129+21.14 to
Station 136+86.28

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

The Village of Tinley Park, a municipal corporation, a Governmental Entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by David Niemeier, its Village Manager, for and in consideration of Thirty-Two Thousand Five Hundred and 00/100's Dollars (\$32,500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the County of Will, 302 N. Chicago Street, Joliet, IL, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through 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."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

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.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16th day of March, 2021

The Village of Tinley Park,
a municipal corporation

Name of Governmental Entity

By: David Niemeyer
Signature

David Niemeyer, Village Manager
Print Name and Title

ATTEST:

By: Laura Godette
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 16, 2021, by
David Niemeyer, as Village Manager and
Laura Godette, as Deputy Village Clerk of The
Village of Tinley Park, a municipal corporation.



Lisa Valley
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

After recording, mail this instrument to
the Grantee's address:

Will County Division of Transportation
16841 W. Laraway Rd.
Joliet, IL 60433
Attn: Eric Wesel

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-126, "A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO COOK COUNTY FOR HIGHWAY PURPOSES (PARCELS 0041 & 0041TE – 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