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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2023-O-022**

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**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL  
COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE  
AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS  
17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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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 County,  
Illinois Will  
County, Illinois

**ORDINANCE NO. 2023-O-022**

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17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS**

**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 (the "*Village*"), 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 purchase real property; and

**WHEREAS**, James T. Fuentes Lois T. Fuentes (the "*Sellers*") own the property commonly known as 17309-17311 and 17313 Oak Park Avenue, Tinley Park, Illinois (the "*Property*"), and the Village wishes to enter into a Purchase and Sale Agreement with the Sellers to acquire the Property, a copy of said agreement is attached hereto and made a part hereof as **Exhibit A** (the "*Agreement*"); and

**WHEREAS**, the purchase price agreed to between Sellers and the Village is Four Hundred Fifty Thousand Dollars (\$450,000.00); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Tinley Park (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:**

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

**SECTION 2:** The *Agreement*, a copy of which is attached hereto and made a part hereof as **Exhibit A**, is hereby approved substantially in the form presented, with such necessary changes, as determined by the Village President. The Village President or his designees are hereby authorized to do all things and take all actions to enter into the Agreement with the Sellers, and to fulfill the terms of said Agreement and the intent of this Ordinance. This shall include the authority to pay to the Sellers the purchase price of Four Hundred Fifty Thousand Dollars (\$450,000.000).

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

**SECTION 4:** This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

**SECTION 5:** The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

*[Intentionally left blank]*

PASSED THIS 16th day of May, 2023.

AYES: Brady, Brennan, Mahoney, Mueller, Shaw,

NAYS: None

ABSENT: Sullivan

APPROVED THIS 16th day of May, 2023.

  
VILLAGE PRESIDENT

ATTEST:  
  
VILLAGE CLERK

**EXHIBIT A**

**PSA**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into between the City of Tinley Park, an Illinois municipality, of 16250 Oak Park Ave., Tinley Park, Illinois 60477 (the "Purchaser"), and James T. Fuentes and Lois T. Fuentes of ( "Seller").

In consideration of and in reliance upon the mutual covenants and agreements set forth below, the parties to this Agreement agree as follows:

1. Agreement. Seller agrees to sell and, subject to the terms, conditions and contingencies set forth herein, Purchaser agrees to purchase the Subject Properties defined below.

2. Subject Property. The property that is the subject of this Agreement (the "Subject Properties") consists of the following parcels:

Multi-unit building located at 17309-17311 & 17313 Oak Park Ave., Tinley Park, IL with PIN: 28-30-407-009-0000.

3. Purchase Price and Payment. The purchase price for the Subject Properties (the "Purchase Price") shall be **Four Hundred and Fifty thousand and 00/100 (\$450,000.00) Dollars** and shall be at the time of Closing by wire-transfer to the title company serving as the closing agent. There will be no earnest money deposit.

4. Closing. The closing of the transaction contemplated in this Agreement (the "Closing") shall take place at the Orland Park, Illinois, office of Fidelity National Title, on August 11, 2023 (the "Closing Date") or sooner if agreed upon by the parties, provided that, at Purchaser's sole discretion, Purchaser has completed its Due Diligence and Examination or has waived the right to do so. At the Closing, Seller and Purchaser shall execute and deliver to each other and the title insurer such items as may be reasonably requested by the other or the title insurer to consummate the Closing, including but not limited to the execution of all necessary forms from the title insurer to effectuate Closing. Seller shall also deliver to Purchase at Closing an Affidavit of Title in customary form.

5. Possession. Seller shall provide Purchaser with possession of the Subject Properties at immediately following the closing. Purchaser may at its sole cost and expense have the Subject Properties evaluated for any anticipated construction, provided that neither Purchaser nor any agent of Purchaser unreasonably interferes with Seller or any parties use of any part of the Subject Properties.

6. Conveyance. At the time of Closing, Seller shall transfer to Purchaser all of Seller's right, title, and interest in and to all of the Subject Properties, including all improvements, appurtenances, hereditaments, mineral right and other rights that pertain to the Subject Properties, by delivering to Purchaser at Closing a fully executed, recordable, stamped Warranty Deed in form and substance satisfactory to counsel for Purchaser, subject only to the Permitted Exceptions defined below.

7. Title and Examination Period.

- a. Title. Within ten (10) days from the execution of this Agreement, Purchaser shall obtain, at Purchaser's sole cost and expense, a current title commitment from Fidelity National Title Insurance Company for the latest ALTA Form policy for the Subject Property, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "Title Commitment"), together with copies of all underlying documents referred to therein (the "Title Documents"), subject only to permitted exceptions. .
- b. Examination Period. Purchaser shall have ten (10) days after Purchaser's receipt of the Title Commitment and Title Documents in which to review Title Commitment and Title Documents together and in conjunction with one another (the "Examination Period"). In the event any item on the Title Commitment is unsatisfactory to Purchaser for any reason, Purchaser shall have until the end of the Examination Period to deliver to Seller, in writing, such objections as Purchaser may have to anything contained or set forth therein, including, without limitation, Purchaser's inability to obtain zoning, access, and contiguity title endorsements from the title company on terms acceptable to Purchaser, which endorsements Purchaser may elect to obtain as a condition precedent to Purchaser's obligation to close at Purchaser's expense. Any items shown on Title Commitment and Title Documents reviewed by Purchaser to which Purchaser does not object on or before the end of the Title Examination Period shall be deemed to be approved by Purchaser and shall be "Permitted Exceptions" (herein so called) for purposes of this Agreement. Seller shall use reasonable efforts to remedy or cure Purchaser's objections during the ten (10) day period following Seller's receipt thereof (the "Cure Period"). In the event Seller does not cure such objections prior to the expiration of the Cure Period, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after the expiration of the Cure Period. In the event of such a termination by Purchaser, this Agreement shall be without any further force or effect. Notwithstanding the foregoing, neither (i) the standard preprinted exceptions set forth in the Title Commitment, nor (ii) any matters reflected on Schedule B of the Title Commitment as liens, mortgages, or assignment of rents, and items which are designated by the Title Company as matters to be satisfied prior to or simultaneously with the Closing, shall constitute Permitted Exceptions; rather all of the same shall be discharged and satisfied by Seller prior to or simultaneously with the Closing.
- c. Title Policy. This Agreement is contingent upon Purchaser obtaining at the Closing, at Purchaser's sole cost and expense, an Owner's Title Policy without Purchaser being required to pay any rates, execute or fund any indemnities or to obtain any special endorsements other than those endorsements specified in paragraph 7.a and any other endorsements requested by Purchaser (the "Title Policy"). The Title Policy shall include a standard form extended coverage endorsement over all general exceptions on terms acceptable to Purchaser.
- d. Title Charges. Notwithstanding anything herein to the contrary, Seller shall be responsible for paying costs attributable to clearing objections to title, Seller's

closing protection letter, one-half of the title company's closing cost fee if Purchaser has no mortgage financing of the Subject Property, and the Illinois policy registration fee.

- e. Seller to Provide a Survey. Not less than ten (10) business days prior to the Closing, Seller shall obtain and deliver to Purchaser, at Seller's sole cost and expense, a Plat of Survey that conforms to the Minimum Standards of Practice for Boundary surveys, is dated not more than 6 months prior to the date of closing and is prepared by a professional land surveyor licensed to practice land surveying under the law of the State of Illinois. The Survey shall be sufficient to allow the Title Company to offer extended coverage over the standard exceptions one through five and shall show visible evidence of improvements, right of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. The Survey shall be certified to the Purchaser and Title Company.

8. Due Diligence.

- a. Duration. The period commencing with the date upon which this Agreement has been executed by both Seller and Purchaser (the "Execution Date") and extending for four (4) weeks is the "Due Diligence Period." However, Purchaser may waive its rights under this section by notice to Seller or its attorney prior to the expiration of the Due Diligence Period.
- b. Purchaser's Rights and Obligations. During the Due Diligence Period, Purchaser shall have the right, at Purchaser's sole cost and expense, to examine any and all matters in connection with the Subject Properties, including, without limitation, the physical and environmental condition of the Property (including but not limited to Phase I and, if warranted in Purchaser's sole discretion, Phase II environmental studies and reports). The matters set forth in the preceding sentence are hereinafter collectively referred to as the "Purchaser's Examinations." Seller agrees to reasonably cooperate with Purchaser during this process, including without limitation, executing any reasonably necessary documents related thereto, including without limitation the requisite Seller Questionnaire in connection with a Phase I environmental site assessment. If Purchaser determines, in Purchaser's sole and absolute discretion, that any of Purchaser's Examinations, or results relating thereto, are not, for any reason, satisfactory to Purchaser or are not conducive to Purchaser's plans or tentative plans for the use and/or development of the Subject Properties, the Purchaser may terminate this Agreement by written notice to Seller delivered at any time within five (5) days after the expiration of the Due Diligence Period (the "Termination Date"). In the event of such a termination by Purchaser on or prior to the Termination Date, this Agreement shall thereafter be without any further force or effect. Purchaser shall not provide Seller or any agent or representative of Seller with copies of or information relating to any reports or documents generated by Purchaser's investigations or inspections of the Subject Properties conducted during Purchaser's Due Diligence Period. In the event Purchaser does not exercise its right of termination and this transaction closes,



Purchaser agrees to accept the Subject Properties in "AS IS" condition.

- c. Inspection License. In connection with Purchaser's Examinations and Approvals, Purchaser, and such agents as Purchaser, in its sole and absolute discretion, may designate, are hereby granted the right, license, and privilege, during the Due Diligence Period, to enter upon the Subject Properties at such reasonable times as Purchaser desires, for the purpose of performing Purchaser's Examinations and Approvals. Purchaser shall hold Seller harmless and indemnify Seller (including payment of attorneys' fees), its agents and employees for any injury to person or property to the extent arising out of the negligent acts or omissions of Purchaser, or its agents, while conducting any test or inspection of the Subject Properties.

9. Real Estate Taxes. The general real estate taxes shall be prorated to and including the date of Closing based on 105% of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing.

10. Conveyance Taxes. The parties acknowledge that, as Purchaser is a governmental entity this transaction is exempt from State, County and Village real estate transfer tax pursuant to 35 ILCS 200/31-45 (b). Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. The Transfer Tax Declaration may be filed via MyDec.

11. Seller's Representations. Seller hereby covenants, represents and warrants to Purchaser as follows:

- a. Seller is the sole owner of the Subject Properties and has the full authority and legal right to make, deliver and perform this Agreement, and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery and performance of this Agreement.
- b. To the best of Seller's knowledge, the execution, deliver and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a part or is bound, and will not violate any restriction, court order or agreement to which Seller is subject.
- c. Seller has received no written notice of any pending or threatened litigation or proceedings (including eminent domain or similar proceedings), with respect to the use, condition, or operation of the Subject Properties, and has not received any notice respecting any proposed change to the Subject Properties' zoning or land use planning classification.
- d. Seller has no knowledge of and has received no written notice of any violations of laws or claims with respect to any environmental condition of the Subject Properties which have not been heretofore fully disclosed to Purchaser in writing or cured.

- e. Seller has no knowledge of the past or present presence in, on or under the Subject Properties of any material or substance defined as a “hazardous waste” under the federal Resource Conservation and Recovery Act of 1976 (“RCRA”), as a “hazardous substance” under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), or asbestos, or any underground storage tanks.
- f. During the period from the Execution Date to and including the Closing Date, Seller shall not, without the prior consent of Purchaser in each instance, (i) transfer or alienate any interest in the Subject Properties, (ii) enter into any lease, easement, contract, concession agreement, license agreement or other agreement (whether oral or written) relating to the Subject Properties, (iii) modify any of the Leases or agreements, or (iv) otherwise encumber or pledge the Subject Properties.
- g. Seller has received no written notice of any pending, threatened, or contemplated special assessments, special taxing districts, special service areas, or other special taxes which would affect the Subject Properties, including, without limitation, any pending, threatened or contemplated increases of any currently existing special assessments or special taxes.

The representations and warranties set forth in this paragraph 11 shall be true and correct at the time of Closing as well as on the Execution Date. Seller shall promptly notify Purchaser in writing in the event Seller has actual knowledge that any covenant, representation or warranty of Seller set forth above is not true and correct.

12. Conditions Precedent to Closing. Notwithstanding anything herein to the contrary contained in this Agreement, Purchaser shall not be obligated to close hereunder unless:

- a. Seller, at Purchaser’s sole cost and expense, shall provide Purchaser or its designee the Title Policy consistent with the Title Commitment required under the terms of this Agreement from the Title Company on the Closing Date;
- b. There is no material change in the condition of the Subject Properties, including any dumping of refuse or environmental contamination after the inspection of the Subject Properties by Purchaser during the Due Diligence Period;
- c. There exists no material breach of any of Seller’s covenants, representations, warranties or obligations contained herein;
- d. The other material conditions to Purchaser’s obligation to proceed to Closing expressly set forth herein shall be and remain satisfied;
- e. The Purchaser’s Examinations and Approvals shall remain satisfied as of the Closing Date;

In the event that any one or more of the foregoing contingencies shall not be satisfied or met by the Closing Date, Purchaser, at its option, may waive the satisfaction thereof or terminate this Agreement without liability to Seller.

13. Remedies.

- a. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within fourteen (14) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Purchaser to enforce the terms of this Agreement. The remedies set forth in this subparagraph a. shall be the sole and exclusive remedies of Seller in the event Purchaser shall be in default hereunder.
- b. In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within fourteen (14) days after Seller's receipt of written notice thereof, then purchaser may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Seller to enforce the terms of this Agreement. The remedies set forth in this subparagraph b. shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.
- c. The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

14. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by electronic transmittal transmission, with any such electronic transmittal transmission confirmed by next business day overnight deliver or messenger delivery. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by electronic transmittal at the electronic transmittal telephone number listed below:

Purchaser: Village of Tinley Park  
Attn: Patrick Carr  
16250 Oak Park Ave  
Tinley Park, IL 60477  
Pcarr@tinleypark.org

With copy to: Paul O'Grady  
Peterson, Johnson & Murray, LLC  
200 W. Adams Street, Suite 2125  
Chicago, IL 60606  
(312) 724-8035  
E-mail: [pogradv@pjmlaw.com](mailto:pogradv@pjmlaw.com)

Seller: James T. Fuentes and Lois T. Fuentes

With copy to: John Morrone  
Morrone & Morrone, P.C.  
12820 S. Ridgeland Ave., Unit C  
Palos Heights, IL 60463  
(7080) 653-3151  
[john@morroneandmorrone.com](mailto:john@morroneandmorrone.com)

15. Non-Foreign Affidavit. Seller is not a foreign entity and withholding of federal income tax from the amount realized will not be made by Purchaser. At Closing, Seller shall deliver to Purchaser a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations.

16. Broker. Mona Gottwalt from Better Homes & Gardens is the designated listing agent for this property and their compensation is based on the commission structure outlined in the listing agreement with the Seller. Better Homes & Gardens will be paid pursuant to their listing agreement with Seller. The Purchaser will not be responsible for any commission fees.

17. Miscellaneous Provisions.

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- b. Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. Neither party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by

both parties.

- c. Attorneys' Fees. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.
- d. Costs. Purchaser shall bear the fees and costs of its Due Diligence, recording the warranty deed, and its own attorney fees. Seller shall be responsible for paying all costs and fees payable to the Title Company, the transfer tax, any other recording fees, lien release fees, and its own attorney's fees.
- e. Assignment. Purchaser shall not assign its right, title, interest, or obligations under this Agreement without Seller's prior written consent.
- f. Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

18. Execution in Multiple Counterparts and by Electronic transmittal. This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal. Immediately following the exchange of executed counterparts by electronic transmittal, the parties shall transmit signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

19. Personal Property. The Purchaser has agreed to allow the Seller to remove the following items of personal property from the premises prior to closing: Sprinkler System, Wooden decking and railings, lighting fixtures and fans, flooring, appliances, air-conditioners, gas fireplace in 17309 Oak Park Ave., Gas heating units in basement of 17309 Oak Park Ave. If the agreed upon items are not removed prior to closing, the Sellers agree to sign a waiver giving up any claim to the items remaining and that the Purchaser can dispose of such items as they see fit.

20. Relocation reimbursement. The Village of Tinley Park agrees to reimburse any current commercial tenants up to \$10,000.00 for reasonable and documented expenses related to the relocation of their business. The reimbursement will be provided within 30 days of receiving the tenant's request for payment and copies of receipts or other documentation supporting the expenses incurred. In order to be eligible for reimbursement, relocation of business must be within the corporate boundaries of the Village of Tinley Park. The relocation reimbursement is calculated on a per lease basis, not a per tenant basis.

21. Execution Date. As used herein, the "Execution Date" shall be deemed to be the 16<sup>th</sup> day of MAY, 2023.

In witness whereof, the parties hereto have executed this Agreement as of the Execution Date.

Seller:

*James T. Fuentes*  
dotloop verified  
05/08/23 6:04 PM EDT  
OZZE-SE00-PQL6-ZEQW

*Lois T. Fuentes*  
dotloop verified  
05/08/23 6:02 PM EDT  
Q7XM-NQV2-CU8U-FTWG

Purchaser:

**Village of Tinley Park, an Illinois municipality**

By: *Michael W. Glotz*  
Michael W. Glotz

Dated this 16<sup>th</sup> day of MAY, 2023.

Prepared by:

Paul O'Grady  
Peterson, Johnson & Murray, LLC  
200 W. Adams Street, Suite 2125  
Chicago, IL 60606  
(312) 724-8035  
E-mail: [pogrady@pjmlaw.com](mailto:pogrady@pjmlaw.com)

**Exhibit 1**  
**Depiction of Parcels**  
**28-30-407-009-0000**





**Exhibit 2**  
**Legal Description**

**LOT 10 (EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH A POINT ON THE WEST LINE OF SAID LOT, 85 FEET SOUTH OF THE NORTHWEST 1/4 THEREOF, SAID LINE BEING EXTENDED TO THE EASTERLY LINE OF SAID LOT 10) BLOCK 4 IN BREMEN, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 AND ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT 5 ACRES) IN SECTION 30 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**ALSO**

**THAT PART OF LOT 10 LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH POINTS RESPECTIVELY 85 FEET AND 115 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN BLOCK 4 IN BREMEN BEING A SUBDIVISION OF PART OF THE NORTH 1/2 AND ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT 5 ACRES) OF SECTION 30 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS OF SEC 31-36-13**

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

CERTIFICATE

I, NANCY O' CONNOR, 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. 2023-O-022, "AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS 17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 16<sup>th</sup> day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
NANCY O'CONNOR  
VILLAGE CLERK