

ORDINANCE NO. 18-2022

AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK APPROVING A REAL ESTATE SALE CONTRACT WITH BLT DEVELOPMENT LLC FOR PROPERTY LOCATED AT 8855 & 8859 SOUTH CALIFORNIA AVENUE, EVERGREEN PARK, ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

Section 1

That the Real Estate Sale Contract between the Village of Evergreen Park and BLT Development LLC for the property located at 8855 & 8859 S. California Avenue, Evergreen Park, Illinois in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor is hereby authorized to execute the same for and on behalf of the Village.

Section 2

All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.

Section 3

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 6th day of September, 2022.

Catherine T. Aparo

CATHERINE T. APARO, Village Clerk

APPROVED by me this 6th
day of September, 2022.

Kelly Burke

KELLY BURKE, Mayor



REAL ESTATE SALE CONTRACT

Seller: Village of Evergreen Park
Address: 9418 South Kedzie Avenue, Evergreen Park, IL 60805

Purchaser: BLT Development LLC
Ben Watkins, Manager
Address: 9001 S. Utica Avenue, Evergreen Park, IL 60805

Purchase Price: \$100,000

Closing Date: September 23, 2022, or as otherwise agreed between Seller and Purchaser

Property Address: 8855 & 8859 S. California Avenue, Evergreen Park, IL 60805

Property: LOTS 1 AND 2 IN THE PROPOSED 89TH STREET & CALIFORNIA AVENUE SUBDIVISION IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-01-204-075-0000 (Part)

Contract Date: August 26, 2022

This Contract entered into by and between Seller and Purchaser as follows:

1. **AGREEMENT TO PURCHASE.** Purchaser agrees to purchase and Seller agrees to sell the Property for the Purchase Price on the terms set forth herein.
2. **CONVEYANCE.** Seller shall convey title to Purchaser by a recordable warranty deed, with release of homestead rights, subject only to: (a) covenants, easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; and (c) general real estate taxes not yet payable.
3. **CLOSING DATE.** The Closing shall occur on the Closing Date at the office of Attorney Vincent Cainkar, 6215 West 79th Street, Suite 2A, Burbank, Illinois 60459-1102.
4. **CONDITION OF PROPERTY.** Seller agrees to deliver possession of the Property in the same condition as it is at the date of this Contract. Seller agrees to remove brick, asphalt and concrete from the public parkways.
5. **CLOSING DOCUMENTS.** At Closing, Seller shall provide the following executed documents: (a) warranty deed; (b) transfer declarations required for State, County and local transfer stamps; and (c) ALTA statement.

6. **REAL ESTATE TAXES.** No tax prorrations shall be made at Closing. Seller shall be responsible for all of the tax year 2021 real estate taxes, and for the 2022 real estate taxes accruing up to the Closing Date. Purchaser shall be responsible for paying real estate taxes arising from and after the Closing Date.

7. **POSSESSION.** Seller shall deliver possession to Purchaser on the Closing Date.

8. **EVIDENCE OF TITLE.** Seller shall, at Seller's cost, caused to be issued to Purchaser within thirty days from the date of this Agreement, a title commitment for an owner's title insurance policy in the amount of the Purchase Price naming Purchaser as the owner in fee of the property, by Old Republic National Title Insurance Company covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth in paragraph 2 above; and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the permitted exceptions. The Commitment and policy shall contain the commitment of the Title Company to delete the standard printed, or general, exceptions from the title policy to be issued pursuant to such commitment (which requirement shall be satisfied if accomplished on the date of Closing), and to include therein extended coverage. Contemporaneous with delivery of the Commitment, Seller shall furnish Purchaser with legible copies of all instruments referred to in the Commitment as conditions or exceptions to title. All costs of obtaining the aforesaid commitment and title policy (with extended coverage) shall be paid by Seller.

9. **TRANSFER TAXES.** No transfer taxes are due as this sale is exempt therefrom.

10. **CASUALTY.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

11. **DELAY.** Time is of the essence of this Contract.

12. **NOTICE.** All notices herein required shall be in writing and shall be served by first class mail on each party.

13. **RESPA.** Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

14. **IRS SECTION 1445 COMPLIANCE.** Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Upon request, Purchaser shall also comply at Closing with any filing requirements.

15. **ENTIRE CONTRACT.** This Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, made by either Seller or Purchaser to the other, shall be of any force or effect unless expressly stated herein or unless mutually agreed to in writing signed by both Seller and Purchaser. All amendments and supplements hereto, if any, shall be in writing executed by both Seller and Purchaser.

16. **STRICT COMPLIANCE.** Any failure by either party to insist upon strict performance by the other party of any of the provisions of this Contract shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Contract.

17. **GOVERNING LAW.** The provisions of this Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

18. **REPRESENTATIONS.** Purchaser acknowledges that it has not relied upon any oral or written representations concerning any matter relating to the Property or concerning any other matter connected with or related to the provisions of this Contract, except as otherwise specifically provided herein.

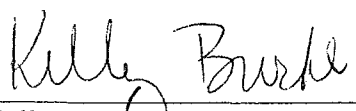
19. **APPROVALS.** This Contract is subject to the approval of Purchaser by the passage of an ordinance.

20. **REAL ESTATE BROKERS.** Each party shall be responsible for payment of brokerage commission to any real estate broker employed by it. Seller represents that it has not employed a real estate broker.

21. **OPTION TO PURCHASE.** Purchaser shall have the option to purchase Lots 3, 4, and 5 in the 89th Street & California Avenue Subdivision at the price of \$50,000 per lot upon the same terms and conditions as set forth herein. The option must be exercised in writing on or before November 1, 2023, and the closing must occur by December 31, 2023. All three lots must be purchased pursuant to the option, and anything less than all lots is not permitted. In the event that Purchaser has not completed the construction of the two houses and obtained the certificate of occupancy on or before December 31, 2023, Seller shall retain the right to repurchase Lot 1 and Lot 2 at \$50,000 each.

SELLER

PURCHASER



Kelly Burke, Mayor

Ben Watkins, Manager