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Doc#: 1230522108 Fee: \$62.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/31/2012 02:35 PM Pg: 1 of 13

SEND FUTURE TAX BILLS TO:

Glenda Thomas
PO Box 135
Maywood, IL 60153

THIS DOCUMENT WAS PREPARED BY:

Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60606
Michael A. Marrs, Esq.

AFTER RECORDING RETURN TO:

Recorder's Box 324

[The above space for recording purposes]

THIS DEED IS EXEMPT FROM TAXATION UNDER THE PROVISIONS OF PARAGRAPH B SECTION 31-45, OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT AND PARAGRAPH B OF SECTION 7.3 OF THE COOK COUNTY TRANSFER TAX ORDINANCE.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (A), SECTION (5) OF THE VILLAGE OF MAYWOOD REAL ESTATE TRANSFER TAX ORDINANCE.

Oct. 31, 2012
DATE
Angela Smith
GRANTOR / GRANTEE OR REPRESENTATIVE

Janet Wilson
AUTHORIZED SIGNATURE
10/31/12
DATE

QUIT CLAIM DEED

THE GRANTOR, the **Village of Maywood, Cook County, Illinois, an Illinois municipal corporation** (sometimes referred to as "**Grantor**" or "**Grantor-Village**"), with its principal office address at 40 Madison Street, Maywood, Illinois, 60153, for and in consideration of Ten Dollars and No/100ths (\$10.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Corporate Authorities of the Village of Maywood, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM to **Glenda Thomas ("Grantee")**, as of the Transfer Date, all of its interest in the following described real estate (the "**Subject Property**"), situated in the Village of Maywood, County of Cook, State of Illinois, more particularly described as follows, to-wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.

Address of Real Estate: 7 S. 19th Avenue, Maywood, Illinois 60153
Tax Identification Nos: 15-10-119-003-0000, 15-10-119-004-0000,
15-10-119-005-0000, 15-10-119-006-0000, and
15-10-119-007-0000

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The conveyance is made subject to the following covenants, representations and restrictions:

1. Condition of Property

Grantee does, by acceptance of this Deed, represent and warrant that she is familiar with the condition of the Subject Property and that Grantor has not made and makes no warranties or representations regarding the Subject Property, express or implied, including without limitation, its habitability, condition or fitness for any particular use or purpose. Grantee agrees that the property is hereby conveyed by Grantor and accepted in its "AS IS, WHERE IS" condition, including any environmental conditions existing in, on, or beneath the property. Grantee represents and warrants that she understands that this Deed does not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public utilities.

2. Use and Maintenance of the Property

Grantee does, by acceptance of this Deed, acknowledge and agree to improve the Subject Property by constructing a private recreational space thereon, as set forth in the Redevelopment Agreement attached hereto as **Exhibit B**. Grantee does, by acceptance of this Deed, acknowledge and agree to develop and maintain the Subject Property in accordance with the applicable provisions of the Maywood Village Code, as amended.

IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by its Village President as of the 31st day of OCTOBER, 2012 (the "Transfer Date").

**VILLAGE OF MAYWOOD,
an Illinois municipal corporation**

By: 
Name: **Henderson Yarbrough, Sr.**
Title: **Village President**

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

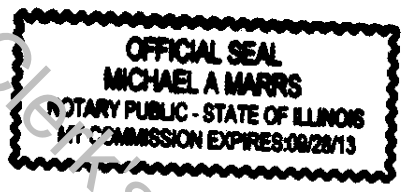
I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that HENDERSON YARBROUGH, SR., personally known to me to be the Village President of the Village of Maywood, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in said capacity, he signed and delivered the said instrument, pursuant to authority given by the Village Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of October, 2012

Michael A. Marrs

 Notary Public

My commission expires: 9/28/13



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 2 AND 3 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE EAST AND WEST BOUNDARY LINES OF SAID LOTS AND SOUTHERLY OF THE SOUTHERLY LINE OF RAILROAD AVENUE AS DEDICATED BY PLAT OF DEDICATION RECORDED AS DOCUMENT 22707128 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4 AND 5 IN BLOCK 38 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6 AND 7 IN BLOCK 38 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 15-10-119-003-0000, 15-10-119-004-0000, 15-10-119-005-0000,
15-10-119-006-0000, 15-10-119-007-0000

Commonly Known As: 7 S. 19th Avenue
Maywood, Cook County, Illinois.

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THIS DOCUMENT WAS PREPARED BY:

Michael A. Marrs, Esq.
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60606

AFTER RECORDING, RETURN TO:

RECORDERS BOX NO. 324

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the VILLAGE OF MAYWOOD, an Illinois municipal corporation (the "Village"), and GLENDA THOMAS, an individual (the "Developer").

SECTION I - PRELIMINARY STATEMENTS.

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is the owner of approximately 15,000 square feet vacant land located at 7 South 19th Avenue, Maywood, County of Cook, State of Illinois, and as more specifically legally described on EXHIBIT "A" attached hereto (the "Subject Property") and made a part hereof.
2. The Village desires to convey and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Property in an "AS IS, WHERE IS," condition, including all environmental conditions associated with the soil and groundwater.
3. The Developer proposes to improve and develop the Subject Property as follows:

Construction of a private tot lot and other maintained open space, for use with the day care facility operated by Developer on adjacent property to the south;

(collectively, the "Project"), all as shown on the Village-approved Site Plan and accompanying visual depiction of the site attached hereto and made a part hereof as **GROUP EXHIBIT "B"**. The Village's approval of the Site Plan is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any zoning relief that the Developer needs to construct the Project.

4. The Corporate Authorities have determined that the sale of the Property to Developer and construction by Developer of the Project pursuant to this Agreement represents a viable, productive use of the Subject Property. In addition, the Corporate Authorities are of the opinion that the Subject Property, which is currently vacant and unused, should be put to productive use and should be sold to the Developer because it is no longer necessary, appropriate, or required for use by the Village, and because the development of the Property by the Developer is in the best interests of the Village and will serve the needs of the Village, provide suitable play

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space for the adjacent business, help ensure the business can continue within the Village and at its current location, and provide a visually pleasing site.

SECTION II – TRANSFER OF PROPERTY.

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date") and shall terminate upon the earlier of: (i) notice of termination pursuant to any provision listed herein providing for such termination, or (ii) completion of the Project as evidenced by creation of the lot and adjacent open space in conformity with the preliminary plans and any subsequent plans submitted to and approved by the Village.
2. **PURCHASE AND SALE.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Property as described in **EXHIBIT "A"** hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Subject Property, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging. The Developer agrees that all right, title and interest in the Subject Property is being conveyed in an "**AS IS, WHERE IS,**" condition, including all environmental conditions associated with the soil and groundwater. The purchase and sale are pursuant to the Village's Tax Reactivation Program.
3. **PURCHASE PRICE/EARNEST MONEY.** The purchase price to be paid by the Developer to the Village for the Subject Property shall be *FIVE THOUSAND AND 00/100THS DOLLARS (\$5,000.00)* ("Purchase Price"), payable at closing.
4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has previously provided the Village with an initial deposit in the amount of *FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS (\$4,500.00)* in the form of a certified check or other certified funds (the "Initial Deposit"). The purpose of the Initial Deposit shall be to provide a one thousand dollar deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Property, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.
5. **TITLE INSURANCE.** The Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the Payment Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**").
6. **SURVEY.** The Village, at Developer's cost, shall order and obtain a spotted survey of the Property (the "**Survey**"), prepared by a surveyor licensed by the State of Illinois setting forth: (1) the legal description of the Property; (ii) all boundaries, courses and dimensions of the Property; (iii) all easements, building lines, curb cuts, sewer, water, electric, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines); (iv) adjoining roads and rights of way and means of ingress and egress to and from the Property to a public dedicated right-of-way; (v) the square footage of the Property including acreage; (vi) all improvements located on the Property.

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Upon approval of the Survey, the legal description in EXHIBIT "A" shall be automatically revised to be that of the legal description in the Survey and Title Commitment.

7. **DEED.** The Property shall be conveyed to Developer by the Village through a recordable quitclaim deed (the "Deed"). The Deed shall provide that the Property is being conveyed in "As Is, Where Is" condition, including any environmental conditions existing in, on or beneath the Property." The Deed shall further require that the Property be developed and maintained as set forth in this Agreement, and that failure to comply with that requirement or other covenants shall obligate the Developer to pay all taxes, penalties and interest accrued against the Property during the time period the Developer owned the Property, and shall, at the Village's sole option, cause the Property to be reconveyed to the Village. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Property to be sold, the Village shall reserve in the quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The quitclaim deed will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

8. **CONDITION OF THE SUBJECT PROPERTY.** The Property is conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Property. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Property or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Property, its soil or groundwater, the scope and extent of any remediation performed on the Property or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Property. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Property pertaining to the environmental condition of the Property, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Property, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, the Subject Property, planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

9. **NO DEBTS.** Developer is required to pay all fees, debts, judgments, penalties or other money due and owing the Village prior to or at closing on the parcel. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by her. Closing may not take place unless all amounts due are satisfied.

10. **OTHER CONDITIONS OF SALE.** Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project.

11. **CLOSING DATE.** The Closing Date for conveyance of the Property shall be within ninety (90) days of the approval and execution of this Agreement, or at some other later time as mutually agreed to by the Parties. If conveyance does not take place within said ninety (90) days, the authority given by the President and Board of Trustees for conveyance of the property shall automatically terminate unless the time for conveyance has been extended in writing by mutual agreement of the parties.

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SECTION III – REDEVELOPMENT OF THE PROPERTY

1. **CONSTRUCTION OF IMPROVEMENTS.** Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Property, initiate construction of the Project on the Subject Property in substantial conformance with the Site Plan and visual depiction of the site attached hereto as **GROUP EXHIBIT “B”** and made a part hereof, within six (6) months from the Closing Date and shall complete the Project within twenty four (24) months from the Closing Date. Said Project shall be as described in Section I.3, and as more specifically described and depicted in the Site Plan and visual depiction of the site attached hereto as **GROUP EXHIBIT “B”** and made a part hereof. If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A.

2. **TAXES, FEES AND CHARGES.** Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project or required under this Agreement. Developer agrees to pay when due, any and all real estate taxes and special assessments with respect to the Property, together with all improvements constructed or to be constructed on the Property.

SECTION IV - GENERAL PROVISIONS.

1. **DEFAULT.**

A. **Developer Breach.** In the event Developer fails or refuses to develop the Property consistent with the Project as set forth in the Site Plan and other documents making up **GROUP EXHIBIT “B”** or as may be modified by mutual agreement of the parties, or fails or refuses to construct the Project within the relevant time frames provided for herein (subject to Force Majeure and weather conditions and the mutual agreement of the parties), the Village may terminate this Agreement upon thirty (30) days notice. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Property during the time period owned by the Developer; and (ii) re-convey title to the Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Property) to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Property. Upon reconveyance by Developer, the Village shall have the right to re-enter and re-possess the Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subordinate to any mortgage or any other third party lien holder.

B. **Additional Default Provisions - Right to Terminate Before the Closing Date.** Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated prior to closing by either party or by mutual consent of the Village and Developer for any reason at any time prior to the Closing Date without any liability, damages or compensation, other than reimbursement of the Village's out-of-pocket expenses from the Initial Deposit, being paid to the other party.

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2. **APPLICABLE LAW AND PARTIES BOUND.** This Agreement relates to the sale and development of Property located in the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

3. **SCHEDULE OF EXHIBITS, RIDERS AND ATTACHMENTS.** The following are attached hereto and made a part hereof.

EXHIBIT A GROUP EXHIBIT B	Legal Description Site Plan and visual depiction of the site
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation

DEVELOPER:
GLENDA THOMAS,
an Individual

By: HENDERSON YARBROUGH, Sr.
Name: Henderson Yarbrough Sr.
Title: Village President

By: Glenda Thomas
Name: Glenda Thomas
Title: _____

ATTEST:
By: Gary Woll
Name: GARY WOLL
Title: Village Clerk

ATTEST:
By: Michael Marrs
Name: MICHAEL MARRS
Title: VILLAGE ATTORNEY

DATE EXECUTED BY THE VILLAGE:
Oct. 31, 2012

DATE EXECUTED BY DEVELOPER:
October 31, 2012

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EXHIBIT A

(Legal Description of Subject Property)

PARCEL 1:

THAT PART OF LOTS 2 AND 3 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE EAST AND WEST BOUNDARY LINES OF SAID LOTS AND SOUTHERLY OF THE SOUTHERLY LINE OF RAILROAD AVENUE AS DEDICATED BY PLAT OF DEDICATION RECORDED AS DOCUMENT 22707128 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4 AND 5 IN BLOCK 38 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6 AND 7 IN BLOCK 38 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 15-10-119-003-0000, 15-10-119-004-0000, 15-10-119-005-0000, 15-10-119-006-0000, 15-10-119-007-0000

Commonly Known As: 7 S. 19th Avenue, Maywood, Cook County, Illinois.

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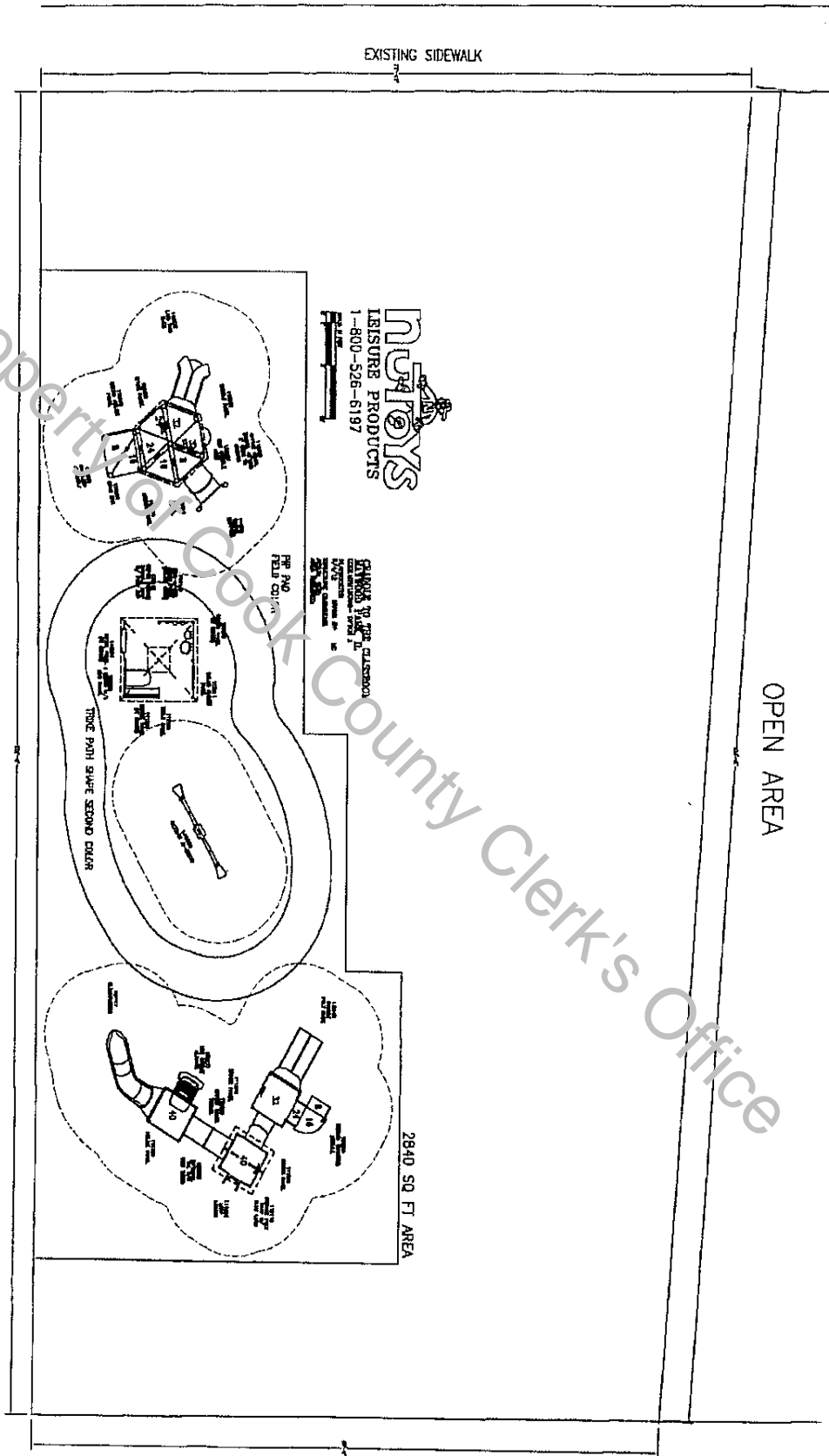
GROUP EXHIBIT B

VILLAGE-APPROVED SITE PLAN & VILLAGE-APPROVED VISUAL DEPICTION OF SITE



Property of Cook County Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE

The Grantor or its agent affirms that, to the best of its knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Village of Maywood, an Illinois municipal corporation

Dated Oct. 31, 2012

BY: Angela Smith

SUBSCRIBED AND SWORN TO BEFORE ME
this 31st day of October, 2012.



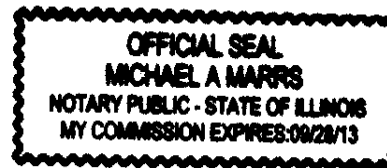
Michael A. Marrs
Notary Public:

The Grantee or their agent affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Oct. 31, 2012

Glenda Thomas
Glenda Thomas

SUBSCRIBED AND SWORN TO BEFORE ME
this 31st day of October, 2012.



Michael A. Marrs
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.