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THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING RETURN TO:

MATTHEW WELCH
11952 S. HARLEM
PAWS HEIGHTS, IL 60467



Doc# 1702055022 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/20/2017 10:20 AM PG: 1 OF 5

This space reserved for Recorder's use only.

SHORT FORM AND MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This Short Form and Memorandum of Purchase and Sale Agreement ("**Short Form Agreement**") is made as of November 29, 2016, by and between **VILLAGE OF RIVERDALE**, an Illinois municipal corporation (the "**Seller**"), and **CHICAGO SALT CORPORATION, INC.**, an Illinois corporation (the "**Purchaser**").

1. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase and Sale Agreement. To the extent of any conflict between this Short Form Agreement and the terms of the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

2. **Purchase and Sale Agreement.** Village and Purchaser entered into that certain Purchase and Sale Agreement, dated October ____, 2016, (the "**Purchase and Sale Agreement**") describing the Project being developed on real property legally described on the attached and incorporated Exhibit A ("**Property**").

A. The Purchase and Sale Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of the Purchase and Sale Agreement, until the issuance of the Certificate of Substantial Completion. Upon issuance of the Certificate of Completion, this Short Form Agreement shall be automatically terminated and released.

3. **Remaining Terms.** The remaining terms of the Purchase and Sale Agreement are hereby incorporated into this Short Form Agreement as if they were set forth in full. A full and correct copy of the Purchase and Sale Agreement may be inspected at the office of the Village Clerk of the Village of Riverdale, Cook County, Illinois.

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4. **Other Purchase and Agreement Provisions.** Among the other terms and conditions contained in the Purchase and Sale Agreement, the Purchase and Sale Agreement provides that Purchaser shall redevelop the Property and cause the Project to be constructed in accordance with the Agreement and all Exhibits attached thereto, the Preliminary Site Plan, the Approved Plans, and all Laws applicable to the Property, the Project and/or Purchaser. Purchaser shall cause the Project to be substantially completed by the Project Completion Date. The aforesaid covenants shall be deemed satisfied upon issuance of the Certificate of Substantial Completion.

5. **Inquiries.** Further inquiries regarding this Short Form Agreement and the Redevelopment Agreement may be made to the following parties:

If to Village: Village of Riverdale
157 West 144th Street
Riverdale, Illinois 60827
Attention: Mayor

With a copy to: Montana & Welch, LLC
11952 S. Harlem Avenue, Suite 200A
Palos Heights, Illinois 60463
Attention: Matthew M. Welch

If to Purchaser: Chicago Salt Company, Incorporated
2924 N. River Road
River Grove, IL 60171

with a copy to: Ziering & Weiss, P.C.
1416 Techny Road
Northbrook, Illinois 60062
Attention: Howard Weiss

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in the Redevelopment Agreement.

[Signature Page(s) Follow]

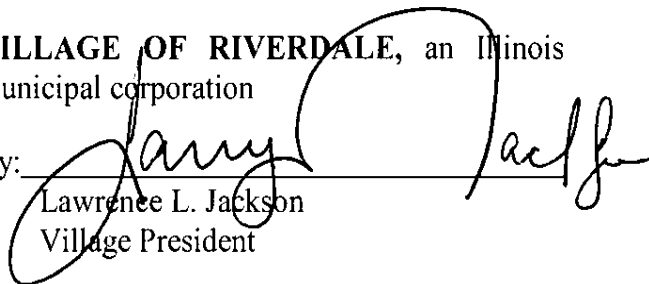
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WITNESS the due execution of this Short Form of Agreement by Village as of the day and year first above written.

VILLAGE:

VILLAGE OF RIVERDALE, an Illinois municipal corporation

By: Lawrence L. Jackson
Village President



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

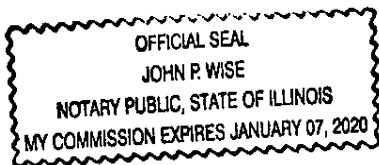
On this 22 day of November, 2016, before me, personally appeared Lawrence Jackson, personally known, who being by me duly sworn did say that he is the Village President of the Village of Riverdale, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written

John P. Wise
Notary Public

Printed Name: John P. Wise

My commission expires:



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WITNESS the due execution of this Short Form of Agreement by Purchaser as of the day and year first above written.

CHICAGO SALT COMPANY, INC.,
an Illinois corporation

Leon P. Benish

Its President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

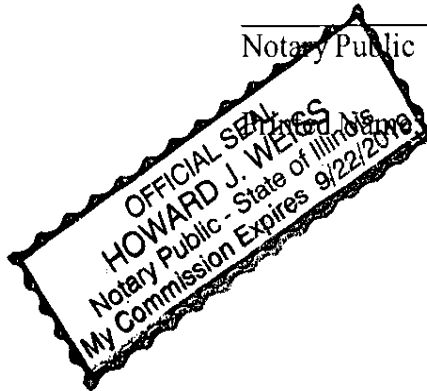
On this 29 day of November, 2016, before me, personally appeared Leon P. Benish personally known, who being by me duly sworn did say that he is the President of Chicago Salt Company, Inc., an Illinois corporation, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Howard J. Weiss

My commission expires:



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Exhibit A

Legal Description

Parcel 1:

THE NORTHWESTERLY $\frac{1}{2}$ OF THAT PORTION OF A STRIP OF LAND 100 FEET WIDE LYING IN THE SOUTH EAST OF AND ADJOINING THE INDIAN BOUNDARY LINE IN THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE LYING SOUTH OF A LINE 170 FEET NORTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL $\frac{1}{4}$, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE SOUTHEASTERLY $\frac{1}{2}$ OF THAT PORTION OF A STRIP OF LAND 100 FEET WIDE LYING SOUTHEAST OF AND ADJOINING THE INDIAN BOUNDARY LINE IN THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE LYING SOUTH OF A LINE 170 FEET NORTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL $\frac{1}{4}$, IN COOK COUNTY, ILLINOIS.

Parcel 3:

THAT PARCEL OF THE NORTHEAST FRACTIONAL QUARTER (SOUTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE BEING 100.0 FEET SOUTHEAST OF AND PARALLEL WITH SAID INDIAN BOUNDARY LINE AND THE NORTH LINE OF JACKSON STREET, AS PER DOCUMENT 9396993, AS THE POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID JACKSON STREET, A DISTANCE OF 218.0 FEET TO A POINT; THENCE NORTH ON A LINE MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 222.7 FEET MORE OR LESS TO A POINT ON AFORESAID LINE, BEING 100.0 FEET SOUTHEAST OF AND PARALLEL WITH SAID INDIAN BOUNDARY LINE; THENCE SOUTHWEST ON WEST SAID LINE, A DISTANCE OF 311.7 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 25-32-401-020-0000;
25-32-402-039-0000; and
25-32-402-040-0000.