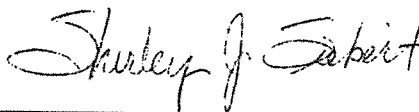


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE        )

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-17-53 **A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN 269 N. CENTRAL AVENUE, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBER 03-15-200-011)**

To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 7th day of September, 2017.



\_\_\_\_\_  
Shirley J. Siebert, City Clerk  
City of Wood Dale  
DuPage County, Illinois

SEAL



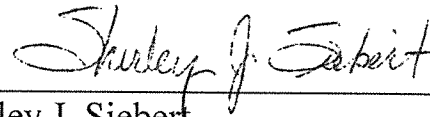
*Resolution #R-17-053*

**AN RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A  
PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY  
COMMONLY KNOWN 269 N. CENTRAL AVENUE, WOOD DALE, ILLINOIS  
(PERMANENT INDEX NUMBER 03-15-200-011)**

Passed: September 7, 2017  
Published in Pamphlet Form: September 7, 2017

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **R-17-053 AN RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN 269 N. CENTRAL AVENUE, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBER 03-15-200-011)**

passed and approved by the City Council of the City of Wood Dale on September 7, 2017 and hereby published in pamphlet form on September 7, 2017..



Shirley J. Siebert  
City Clerk

SEAL



RESOLUTION NO. R-17-53

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN 269 N. CENTRAL AVENUE, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBER 03-15-200-011)

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City is authorized and empowered under Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, to purchase real estate under contract for it public purposes; and

**WHEREAS**, Roberto Juarez, is the owner of record (hereinafter "Property Owner") of certain property (hereinafter the " Subject Property") commonly known as 269 N. Central Avenue, Wood Dale, Illinois, Permanent Index Number, 03-15-200-011, and which is legally described in the Purchase and Sale Agreement (hereinafter the "Agreement") in Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has advised the City that it is willing to sell such Property to the City; and

**WHEREAS**, the Property is currently residential, however, it is part of the Irving Park business Corridor, within the municipal boundaries of City of Wood Dale and will serve to promote economic growth on said business corridor; and

**WHEREAS**, the City has therefore determined that it is desirable for the City to acquire said Property to provide for the economic development of the Irving Park Corridor for future development; and

**WHEREAS**, accordingly, the City Council hereby finds and determines that it is necessary and appropriate and in the interests of the City and its residents that the City enter in the Agreement for the purchase of the Property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Purchase and Sale Agreement, in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The Mayor, City Manager, Staff, and/or the City Attorney shall take all the steps necessary to carry out the Agreement.

SECTION 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 7<sup>th</sup> day of September 2017

AYES: ALDUEN CATALANO, SORRENTINO, E. WESLEY, R. WESLEY  
AND WOODS

NAYS: NONE

ABSENT: ALDERUEN JAKOB, MESSINA, SUSMARSKI

APPROVED this 7<sup>th</sup> day of September 2017

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

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# EXHIBIT A

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**PURCHASE AND SALE AGREEMENT**  
**269 N. CENTRAL AVENUE, WOOD DALE, ILLINOIS**

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 31st day of August, 2017 by and between Roberto Juarez, (referred to herein as the "Seller") and the City of Wood Dale, an Illinois municipal corporation (referred to herein as the "Buyer").

**RECITALS:**

A. Seller is the owner of that certain parcel of vacant land, identified by P.I.N. 03-15-200-011, commonly known as 269 N. Central Avenue, Wood Dale, Illinois (referred to herein as the "Subject Property"), as is legally described in Exhibit A, attached hereto and incorporated herein by reference.

B. Seller desires to sell the Subject Property to Buyer and Buyer desires to buy the Subject Property from Seller, on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**ARTICLE I**  
**PURCHASE AND SALE**

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Subject Property subject only to the Permitted Exceptions which may appear on the Title.

1.02. Purchase Price. The purchase price ("Purchase Price") for the Subject Property is Two Hundred and Eighty Thousand Dollars and 00/100 (\$280,000.00), which price Seller agrees to accept as the fair cash market value of the Subject Property.

1.03 Payment Terms. The Purchase Price will be payable at Closing (as hereinafter defined) in U.S. funds, by cashier's check or wire transfer of immediately available funds.

**ARTICLE II**  
**PRE-CLOSING MATTERS**

2.01. Title Commitment. Concurrently with the execution of this Agreement, Buyer will procure a commitment for an owner's title insurance policy ("Title Commitment") issued by a Title Company (the "Title Company") acceptable to the Seller in the amount of the Purchase Price, covering title to the Subject Property on or after the date of this Agreement, showing Title

in the intended grantor, subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed. Seller shall be responsible for said Title Charges.

2.02. Survey. Seller will provide at its cost a survey (the "Survey") of the Subject Property, and shall tender it to Buyer in advance of the Closing. Seller may provide an existing survey with an affidavit of no new improvements to the survey is acceptable to the Title Company and Buyer.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title or other than an exception described in Section 2.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Subject Property subject to such encroachments, violations and Unpermitted Exceptions.

### ARTICLE III APPORTIONMENT OF COSTS

3.01. Title and Survey. The Seller agrees to pay the costs of procuring both the Title Commitment, including any date down fee, and the Survey.

3.02. Real Estate Taxes. General and special real estate and other ad valorem taxes and assessments and other state or city taxes, fees, charges and assessments affecting the Subject Property shall be paid by Seller through the date of Closing on the basis of one hundred five percent (105%) of the most recent ascertainable amount of taxes.

3.03. Title; Recording Costs. Seller will pay all costs associated with recording any documents as required by the Title Company for release of any mortgage on the Subject Property, and Buyer shall pay the cost of recording any documents relative to the Buyer's acquisition of the Subject Property.

### ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer agree that closing on this Subject Property shall occur as soon as possible before August 31, 2017, at the offices of the Title Company, or at such other time and place as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Subject Property to Buyer. The cost of the escrow shall be split between Seller and Buyer.



4.02. Seller's Closing Documents. At Closing, the Seller will provide the following documents:

- (a) A recordable deed, in a form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for Subject Property similar to the Subject Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Subject Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.
- (c) Payoff letters issued by the holders of all mortgages or trust deeds or record, if any, setting forth the amount(s) required to release the Subject Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds or record as to the Subject Property.
- (d) A duly executed affidavit attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements to the Subject Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.
- (e) Executed ALTA Statement.
- (f) Executed real estate transfer tax declarations.
- (g) Executed Closing Statement.
- (h) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement. If this Subject Property is held by a corporate entity, the corporate entity will provide any and all documentation including, but not limited to, that which is required to establish proper ownership of the Subject Property, and the authority to convey the Subject Property.

4.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will provide the following documents:

- (a) Executed ALTA Statement.
- (b) Executed counterpart of Seller's Closing Statement.

- (c) A copy of the Ordinance of Buyer's City Council, approving this Agreement and authorizing Buyer to complete the transaction described herein, certified by an authorized officer of Buyer as being a true and complete copy of the original and as being in effect.
- (d) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES**

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of this Closing, and all will survive the Closing), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party by which Seller may be bound.
- (b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.
- (c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.
- (d) There is no litigation, legal proceeding or administrative proceeding of any type relating to or affecting the Subject Property which has been instituted, or, to the best of Seller's knowledge, are contemplated against Seller, the Subject Property or any part thereof, including, without limitation, any claims for brokers, mechanics' or materialmen's liens.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing,

and all will survive the closing), and Buyer's obligations under Section 5.03 to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.
- (b) Buyer has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.
- (c) Buyer will at all times on and after the date of this Agreement at with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform to obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, for a period of 12 months after the tender of possession. Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs resulting from an misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

**ARTICLE VI  
POSSESSION**

6.01 Seller shall tender possession of the Subject Property to Buyer on November \_\_10, 2017, unless extended by agreement of the Parties.

**ARTICLE VII  
BROKERS**

7.00. Brokers. The parties acknowledge and warrant to each other that there is no broker of record or realtor involved in this transaction.

**ARTICLE VIII  
MISCELLANEOUS**

8.00. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the Agreement by the other party will be paid by the defaulting party.

8.01. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when sent by telefacsimile to the telefacsimile number provided below for the intended recipient of such notice, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller:	Roberto Juarez Diana Juarez 269 N. Central Avenue Wood Dale, IL 60191
With a copy to:	Marshall Subach Hunt, Aranda & Subach, Ltd. 1035 S. York Bensenville, IL 60106
If to Buyer:	Jeffrey Mermuys City Manager City of Wood Dale 404 N. Wood Dale Road Wood Dale, IL 60191

With a copy to: Patrick K. Bond  
City Attorney  
Bond, Dickson & Conway  
400 S. Knoll Street, Unit C  
Wheaton, IL 60187

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

8.02. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

8.03. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute as waiver thereof. Any party hereto, by notice to the other parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Agreement, all of which shall continue in full force and effect.

8.04. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

8.05. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois.

8.06. Binding Effect. Without limiting any provision contained herein, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.07. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreement and understandings relating to the Subject Property. The Exhibits attached hereto are a material part of this Agreement.

8.08. Council Approval. This Agreement is not binding until approved by the City Council of the City of Wood Dale.

8.09. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

8.10. Counterparts. This Agreement may be executed by the in one or more counterpart originals, each of which shall be considered part of the same original document.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

ROBERTO JUAREZ

\_\_\_\_\_  
Roberto Juarez

Witness: \_\_\_\_\_

BUYER:

CITY OF WOOD DALE

Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST:

Shirley Siebert  
Shirley Siebert, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 28 AND 29 IN BLOCK 16 IN H.O. STONE AND COMPANY'S SECOND IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10 AND PART OF WEST ½ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 40, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925 AS DOCUMENT 204619, IN DUPAGE COUNTY, ILLINOIS.

**PIN: 03-15-200-011**

**Common Address: 269 N. Central Avenue, Wood Dale, IL 60191**

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