

**RESOLUTION
FOR
AUTHORIZATION FOR SALE OF PROPERTY**

WHEREAS, the Village of Thornton is a Home Rule Municipality; and

WHEREAS, pursuant to its Home Rule Authority, the Village of Thornton may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Thornton previously acquired parcels of real property for the purposes of rehabilitation, redevelopment and economic development; and

WHEREAS, the Village of Thornton has established a property sale policy including the Neighbor Sale Program; and

WHEREAS, pursuant to said policies, the Village of Thornton now desires to sell real estate located within the Village of Thornton; and

WHEREAS, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to sell the following real estate:

LEGAL PROPERTY DESCRIPTION:

The South 30 feet of Lot 3 in Block 18 in the Village of Thornton, a subdivision in the Northwest 1/4 of Section 34, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: **29-34-123-011-0000**

Commonly known as: **110 S. Williams Street, Thornton, Illinois 60476**

Said real estate being no longer necessary, appropriate, or required by the Village and not necessary to the public use, having never been dedicated to such use.

WHEREAS, said real estate will be purchased by **Ken Zomparelli**, pursuant to the terms of the Redevelopment Agreement attached hereto as Exhibit "A".

WHEREAS, **Ken Zomparelli**, shall remit payment to the Village in the amount of Five Thousand Dollars 00/100 (\$5,000.00) for the purchase of the Property described in the Legal Property Description.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That pursuant to its Home Rule Powers, the Village hereby authorizes the transfer of the following described property to **Ken Zomparelli**, pursuant to the Redevelopment Agreement for a purchase price of Five Thousand Dollars and 00/100 (\$5,000.00):

LEGAL PROPERTY DESCRIPTION

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SECTION 2: That the President and Village Clerk of the Village of Thornton are authorized to execute any and all documents necessary to accomplish said sale.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON,
ILLINOIS THIS ____ DAY OF _____, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this _____ DAY OF _____, A.D., 2024.

Joseph Pisarzewski, Acting President
Village of Thornton

ATTEST:

Debra Pisarzewski
Village Clerk
Village of Thornton

**VILLAGE OF THORNTON
REDEVELOPMENT AGREEMENT FOR
110 S. WILLIAMS STREET, THORNTON, IL 60476 AND KEN ZOMPARELLI**

THIS AGREEMENT is made on or as of the _____ day of _____, 2024 by and between the **VILLAGE OF THORNTON**, a Municipal Corporation (“Village”) having its offices at 115 E. Margaret Street, Thornton, IL 60476 and **Ken Zomparelli** (“Buyer”) regarding the transfer of property located at **110 S. Williams Street, Thornton, IL 60476** (the “Property”).
Property Index Number: **29-34-123-011-0000**.

WITNESSETH:

WHEREAS, the Village owns parcels of land for development within the Village; and

WHEREAS, the Village seeks to cause the return of vacant properties to tax producing status; and

WHEREAS, the Village seeks to aid the private sector in the redevelopment and reuse of vacant properties for the purposes of reactivating its tax base and encouraging the retention and attraction of residents in the Village; and

WHEREAS, the Buyer has been found qualified by the Village to purchase property; and

WHEREAS, the Property is in need of redevelopment; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them covenant and agree with the other as follows:

1. The Village agrees to sell the above-referenced Property to the Buyer for \$5,000.00. Buyer is also responsible for recording fees and all fees associated with the transfer.
2. Village will convey the Property to Buyer by recordable Quit Claim Deed subject

to the terms of this agreement and any liens or encumbrances held by others. Buyer may order a title insurance commitment and survey at Buyer's expense. The Village does not provide Title or survey. The Village may, but is not required to remove exceptions shown by title commitment or survey. If Village declines not to remove exceptions the Buyer may terminate contract.

3. Property is currently municipally owned, no tax prorations will be given at closing.

4. The Buyer has conducted its due diligence investigation concerning the condition of the improvements upon the Property and will take title to the Property in an "AS IS" condition. After the Village passes a resolution authorizing transfer of the Property to Buyer, Buyer will conduct its due diligence investigation concerning the title to the Property including all liens, taxes and encumbrances, consult with an attorney of its choosing concerning the title to the Property, and order a title commitment and survey.

After receiving and reviewing title commitment and survey, Buyer will inform the Village whether he is satisfied with the condition of said title. If Buyer is not satisfied with the condition of title and Village does not remove objectionable exceptions to title, Buyer may terminate this Redevelopment Agreement and have any funds deposited with the Village returned to him. THE VILLAGE OF THORNTON MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE PROPERTY OR THE CONDITION OF THE STRUCTURE OR THE STATUS OR PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION (INCLUDING MOLD OR OTHER HAZARDOUS MATERIALS ON THE PROPERTY OR THE OCCUPANCY STATUS OF THE PROPERTY.

5. Closing to take place within 60 days of Village approval. If Buyer defaults or refuses to close for reasons other than exceptions shown on the title commitment or survey, the Village will retain all funds deposited with Village by Buyer as liquidated damages. The Village of Thornton will NOT execute a statement required for issuance of ALTA owners and loan policies commonly called "ALTA" statement, at closing.

6. Within three (3) weeks of closing, the Buyer shall apply for Village building, plumbing, and electrical permits to rehabilitate Property as a mixed commercial/residential unit. Within one (1) year of closing, the Buyer shall improve and rehabilitate the Property in strict accordance with the approved permits. Buyer shall not deviate from the approved permits without written consent and approval from the Village.

7. The Property shall be conveyed to the Buyer as the approved applicant. No assignments, additions or changes to the Buyer is permitted. Buyer shall not convey, sell or assign the Property or any part thereof within one (1) year after closing without written approval and consent from the Village or without a certificate of occupancy issued by the Village.

8. The Buyer agrees for itself, its heirs, successors and assigns that:

- a. There shall be no discrimination upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property.
- b. Buyer has no current or past interest in the Property.

9. The Buyer shall accept title to the Property subject to a covenant substantially in the following form. The Project shall be completed no later than one (1) year after the delivery of this deed, unless otherwise approved by the Village. The Buyer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of

the Property. Failure to comply with this covenant may cause all title, rights and interest in the Property herein conveyed to revert to the Village of Thornton, and the Village shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in the Village. This covenant shall run with the land and shall terminate upon completion of rehabilitation of the Property in accordance with the approved permits. This covenant shall be enforceable against the Buyer, his heirs, successors and assigns.

10. Subsequent to the closing, the Buyer is required to undertake the following three (3) actions during a one (1) year period:

- a. Apply for an approved building permit(s) to bring the Property in compliance with the Village of Thornton Building Code and Property Maintenance Code, within three (3) weeks of closing;
- b. Completion of building improvements pursuant to the building permit, within one (1) year of closing;
- c. On-time payment of property taxes to the Cook County Treasurer.

It is acknowledged by the Buyer that not undertaking each of the three (3) said actions may result in the Buyer being held in default and the Village recording the Reconveyance Deed which will result in the Buyer forfeiting the Property and any payments made in connection therewith and any improvements made to the Property.

11. Prior to the conveyance of the Property to the Buyer, the Buyer shall deliver to the Village a recordable re-conveyance warranty deed for the Property, re-vesting title in the Village free and clear of all liens and encumbrances. The Village shall have the right to record the re-

conveyance warranty deed if there is a default in any of the terms of this agreement by the Buyer at any time or if the Buyer cannot or does not complete the Project in accordance with the terms of this Agreement. So long as Buyer is not in default and has completed improvements and rehabilitated the Property in strict accordance with approved building permits, the Village shall return the re-conveyance warranty deed to the Buyer one (1) year from the date of closing, or sooner if Buyer completes the Project in less than one (1) year.

12. The Buyer warrants and represents that neither it nor any of its employees or agents is acting on behalf of any owner, occupant or party who has an interest in or is responsible for the payment of delinquent taxes on the Property prior to the signing of this Agreement. The Buyer further warrants and represents that no benefit shall accrue by virtue of this Agreement to any party, other than itself, who has an interest in the Property prior to the conveyance to the Buyer.

13. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the Buyer.

14. The Buyer, its successor and assigns, shall indemnify and hold the Village and its agents harmless against any and all claims, known and unknown, including environmental conditions or violations of existing environmental laws or other encumbrances, arising out of or during the Village's ownership of the Property or arising out of Buyer's performance or, or failure to perform its obligations under this Agreement.

15. The Village reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public. The Village has the right to refuse to issue or extend building permits in the event that the Buyer is in default of any of the terms of

this Agreement.

16. Buyer hereby represents and warrants to the Village that at all times Buyer shall comply with all applicable Village zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions and regulations. Buyer will pay his/her real estate taxes in a timely manner and agrees not to exempt the Property from real estate taxes during his period of ownership or control.

17. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, the Buyer shall comply with the Prevailing Wage Act and indemnify and hold the Village and its officers and employees under or pursuant to the Prevailing Wage Act, including interest and penalties.

18. The parties acknowledge that documents related to this transaction may be subject to disclosure under the Illinois Freedom of Information Act.

IN WITNESS WHEREOF, the Village has caused this Agreement to be duly executed in its name and behalf by its Mayor and the Buyer has signed the same on or as of the date first written above.

VILLAGE OF THORNTON

Joseph Pisarzewski, Acting Mayor

Date _____

ATTEST:

Debra Pisarzewski, Village Clerk

Date _____

Buyer

Ken Zomparelli

Date _____

Attachment A

Legal Description:

The South 30 feet of Lot 3 in Block 18 in the Village of Thornton, a subdivision in the Northwest 1/4 of Section 34, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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