

A RESOLUTION OF THE VILLAGE OF THORNTON; COOK COUNTY, ILLINOIS

WHEREAS, the Village of Thornton (hereinafter "Village") is a duly organized and validly existing Home Rule municipal corporation within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Thornton, Cook County, Illinois has identified certain parcels of real estate as a potential for redevelopment; and

WHEREAS, the Village of Thornton, wished to develop the blighted parcels of land owned by the Village; and

WHEREAS, on November 20, 2020, the Village by Resolution authorized a Redevelopment Agreement with Noel Alberto Garcia Jr. d/b/a Beverage and Mixer Inc, developer, for the property located at 110 East Margaret Street, Thornton, Illinois, said attached hereto as Attachment A. The Agreement provided for a transfer of the property for the sum of \$36,500 total and called for the Developer, Noel Alberto Garcia Jr. d/b/a Beverage and Mixer Inc, to complete the project in 24 months. From the date of closing.

WHEREAS, The closing took place on January 15, 2021.

WHEREAS, Developer was notified of default of several provisions of the redevelopment agreement regarding project completion and real estate tax payment and appeared before the Village Board on August 5, 2024. The Village Board agreed to extend various provisions of the redevelopment and declaration of default to September 20, 2024. Per the Village Board developer was to pay all outstanding real estate taxes by September 20, 2024 and renew building permit as soon as possible but before its expiration.

WHEREAS, Developer has failed to abide by the terms of the original Agreement and subsequent extension in that the project has not been started or completed within the time specified in the Agreement and has not paid the property taxes for the parcels during their ownership and therefore is in default of the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Thornton, Cook County, Illinois:

SECTION 1: That the Developer is hereby declared in default of the terms of the Redevelopment Agreement and the reconveyance deed to the Village of Thornton shall be recorded vesting title to the Village.

SECTION 2: That this Resolution shall be effective upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON, ILLINOIS

THIS 21st day of OCTOBER, 2024

AYE: _____

NAY: _____

ABSENT: _____

APPROVED BY ME THIS 21st day of OCTOBER, 2024

Joseph Pisarzewski,
Acting Village President
Village of Thornton

ATTEST:

Nikki Kitakis
Acting Village Clerk

VILLAGE OF THORNTON
REDEVELOPMENT AGREEMENT FOR
110 E. MARGARET STREET

THIS AGREEMENT is made on or as of the 16 day of November 2020 by and between the VILLAGE OF THORNTON, a Municipal Corporation ("Village") having its offices at Village Hall, 115 E. Margaret St., Thornton, Illinois 60476 and Noel Alberto Garcia Jr., d/b/a Beverage and Mixer, Inc., 497 Hirsch Avenue, Calumet City, IL 60409 ("Developer") regarding the transfer of property located at 110 E. Margaret Street Thornton, Illinois

Property Index Numbers: 29-34-119-009-0000; 29-34-119-013-0000; 29-34-119-015-0000

WITNESSETH:

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

WHEREAS, the Village seeks to cause the return of 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 creation of new businesses and jobs for its residents; and

WHEREAS, the Developer has submitted a plan for the redevelopment to the Village; and

WHEREAS, this parcel 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 has obtained a deed to the Property. The address, permanent index number of the real property (the "property") are attached hereto as Exhibit "A".
2. The Developer shall be responsible for all extraordinary costs incurred, and reimbursement to the Village, in obtaining title to the Property including, but not limited to, attorney's fees, mailing and publication of notices, court reporting fees and title reports.
3. The Developer shall remit to the Village the total amount of THIRTY-SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$36,300.00) for the transfer of the Property. FIFTEEN THOUSAND DOLLARS (\$15,000.00) of this total having been previously paid by Developer, leaving a balance of TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$21,300.00).

4. The Developer has conducted its due diligence investigation concerning the condition of the improvements upon the property and will take title to the property in as "AS IS" condition. The Developer has further conducted its due diligence investigation concerning the title to the property including all liens, taxes and encumbrances and has consulted with an attorney of its choosing concerning the title to the property and is satisfied with the condition of said title. It shall be the Developer's responsibility to remove or take subject to all objectionable liens, taxes, and encumbrances, if any, from the title to the property. 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.
5. 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. Once a deed for the Property has been issued in the name of the Village and the Developer is not then in default of this Agreement, the Village shall convey its interest in the Property to the Developer by a recordable quit claim deed, subject to any and all liens or encumbrances held by the Village or others. The Developer shall be responsible for all costs and the preparation of all documents necessary to close the transaction between the Village and the Developer and shall be responsible for costs of transfer including Village Transfer Stamps, if any, and recording.
7. The Developer shall improve or rehabilitate the Property in accordance with the approved plans and specifications set forth in its application on file with the Village ("Project") and shall complete the Project within the time period set forth in Paragraph 12 below. The Developer shall not deviate from the approved plans and specifications without the prior written consent of the Village.
8. The Developer shall pay all real estate taxes levied on the property when due and shall not seek to exempt the parcels from real estate taxes. Failure to pay the real estate taxes is considered default under this Agreement.
9. After completion of the Project, the Developer shall request from the Village a Certificate of Completion certifying that the Project has been completed in accordance with the plans and specifications. The Certificate shall constitute a conclusive determination of satisfaction and termination of the covenant in the deed regarding the completion of the Project. The certificate shall be in such form as will enable it to be recorded. Upon the written request by the Developer for a Certificate of Completion, the Village shall, within forty-five (45) days after receipt of same, provide the Developer with either the Certificate or a written statement indicating

how the Developer has failed to complete the Project, or is otherwise in default, and what measures or acts will be necessary for the Developer to take or perform in order to obtain the Certificate.

10. Prior to the completion of the Project, the Developer shall not sell, convey, or assign the property or any part thereof or interest therein without the prior written approval of the Village, except that the Developer may mortgage the Property or make a collateral assignment of a beneficial interest.
11. The Developer agrees for itself, its heirs, successors and assigns that:
 - a. The Property shall be used solely for the purposes set forth in the Developers application on file with the Department of Planning for a period of not less than five (5) years from the date of the deed; and
 - b. 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.
12. The Developer shall accept title to the Property subject to a covenant substantially in the following form. The property is to be used solely for the uses and purposes set forth in the Grantee's application on file with the Village of Thornton (the "Project"). The Project shall be completed no later than twenty-four (24) months after the delivery of this deed. The Grantee 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 shall 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 five (5) years after the recording of the deed. This covenant shall be enforceable against the Grantee, its heirs, successors and assigns
13. Prior to the conveyance of the Property to the Developer, the Developer 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 by the Developer at any time or if the Developer cannot or does not complete the Project in accordance with the terms of this Agreement. The Village shall return the re-conveyance warranty deed to the Developer after the Certificate of Completion has been issued.
14. The Developer 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 Developer 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 Developer.

15. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the Developer.
16. The Developer, 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 Developer's performance or, or failure to perform its obligations under this Agreement.
17. 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.
18. Developer hereby represents and warrants to the Village that at all times Developer 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. Developer will pay his/her real estate taxes in a timely manner.
19. 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 Developer 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.
20. 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 President and the Developer has signed the same on or as of the date first written above.

VILLAGE OF THORNTON

Robert Kolosh
Robert Kolosh, President

Date 11-16-20

DEVELOPER: Beverage and Mixer, Inc.

Noel A Garcia Jr
Noel A. Garcia, Jr., President

Date 11/17/2020

ATTEST:

Debra L. Piszczewski
Debra L. Piszczewski, Village Clerk

Date 11-16-20

EXHIBIT A

THE EAST 30 FEET OF LOTS 7, 8 AND 9 AND THE WEST 16 FEET OF LOT 4 AND THE WEST 60 FEET OF LOTS 5 AND 6
IN BLOCK 15 IN TOWN OF THORNTON SUBDIVISION, IN SECTION 34, TOWNSHIP 36 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 29-34-119-009-0000; 29-34-119-013-0000; 29-34-119-015-0000

Commonly known as: 110 East Margaret Street, Thornton, Illinois 60476



ATTORNEYS AT LAW

John O'Donnell
Michael J. Marovich
Timothy C. Lapp
Scott D. Dillner

*John A. Hiskes**
*J. David Dillner**
**Retired*
Of Counsel
Chris J. Heaney

August 9, 2024

Mailed by Regular USPS and
By email to: ngarcia@ng-distillery.com

Mr. Noel Garcia
NG Distillery
497 Hirsch Ave
Calumet City, Illinois 60409

RE:110 E Margaret Thornton Illinois 60476

Dear Mr. Garcia:

This firm represents the Village of Thornton, Illinois. It was nice to see you on Monday, August 5, 2024 in relation to the above. Be advised that in lieu of declaring you in default of the Agreement and taking the property back, the Village Board has agreed to extend the various provisions of the Redevelopment Agreement dated November 16, 2020 for the above referenced property on the following terms:

1. Payment of all outstanding real estate taxes on the property (3 PINs) on or Before September 20, 2024. You will need to obtain an Estimate of Redemption at the County Clerk's office 118 North Clark Street, Room 434 Chicago, IL 60602, 312.603.5656. Also, I recommend that you change the mailing address with the Cook County Treasurer so that future tax bills go to the correct place. I have included a copy of the form with this correspondence.
2. You will need to renew your building permit and hire a general contractor for the property as soon as possible.
3. New roof by January 2025.
4. All electric and plumbing work completed by June 2025.
5. All work complete and premises ready for occupancy by September of 2025.
6. No occupancy, habitation, sales or storage to occur at the premises prior to Certificate of Occupancy, please remove any stored items.

The Village Board has worked with you for many years and continues to hope that you will successfully open your business. Be advised that in the event one or more of the above stipulations are not achieved that the Board reserves the right to declare default of the contract and record the reconveyance deed vesting the property back to the Village

Mr. Noel Garcia
August 9, 2024
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Also, as you know, on August 5, 2024, after the Hearing, the Liquor Commissioner revoked your Liquor License. You will receive a separate correspondence relative to the revocation.

Thank you, if you have any questions, please do not hesitate to contact me.

Very truly yours,

HISKES, DILLNER, O'DONNELL,
MAROVICH & LAPP, LTD.

A handwritten signature in dark ink, appearing to read "Scott D. Dillner", is written over the printed name and firm name.

Scott D. Dillner
Attorney
Village of Thornton

SDD:rc

cc: Joseph Pisarzewski, President, Village of Thornton
Board of Trustees, Village of Thornton
Melissa Wiak, Village Administrator, Village of Thornton



PROPERTY ADDRESS

110 MARGARET ST
THORNTON
60476
Township: THORNTON

MAILING ADDRESS

NOEL GARCIA
497 HIRSCH AVE
CALUMET CITY, IL 60409

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Assessed Value: 42,400
(2023 Assessor Certified)
Assessment Information: 42,400
Estimated Property Value: \$424,000
Lot Size (SqFt): 7,200
Building (SqFt): 6,944
Property Class: 2-12
Tax Rate : 16.705
Tax Code : 37296

TAX BILLED AMOUNTS & TAX HISTORY

2023: \$21,364.19 Pay Online: \$22,313.58
2022: \$22,724.04 Pay Online: \$27,894.30
2021: \$21,527.15 Payment History
2020: \$10,881.22 Payment History
2019: \$21,750.21 Payment History
2018: \$20,859.47 Payment History
*=(1st Install Only)

EXEMPTIONS

2023: 0 Exemptions Received
2022: 0 Exemptions Received
2021: 0 Exemptions Received
2020: 0 Exemptions Received
2019: 0 Exemptions Received
2018: 0 Exemptions Received

APPEALS

2023: Not Available
2022: Not Available
2021: Not Available
2020: Appeal Information
2019: Appeal Filed
2018: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2023: Tax Sale Has Not Occurred
2022: Tax Sale Has Not Occurred
2021: No Tax Sale
2020: No Tax Sale
2019: No Tax Sale
2018: No Tax Sale

DOCUMENTS, DEEDS & LIENS

2110221117 - RELEASE - 04/12/2021
2110221116 - WARRANTY DEED - 04/12/2021
2004547021 - DEED - 02/14/2020
1925457020 - MORTGAGE - 09/11/2019
1923247002 - LIS PENDENS FORECLOSURE -
08/20/2019

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

29-34-119-015-0000**PROPERTY ADDRESS**

110 MARGARET ST
 THORNTON
 60476
 Township: THORNTON

MAILING ADDRESS

NOEL GARCIA
 497 HIRSCH AVE
 CALUMET CITY, IL 60409

PROPERTY CHARACTERISTICS**CURRENT INFORMATION**

Assessed Value: 384
 (2023 Assessor Certified)
Assessment Information: 384
Estimated Property Value: \$3,840
Lot Size (SqFt): 960
Building (SqFt):
Property Class: 2-41
Tax Rate : 16.705
Tax Code : 37067

**TAX BILLED AMOUNTS
& TAX HISTORY**

2023: \$193.44 Pay Online: \$200.34
 2022: \$123.63 Pay Online: \$151.85
 2021: \$117.29 Payment History
 2020: \$70.38 Payment History
 2019: \$98.20 Payment History
 2018: \$94.15 Payment History

*=(1st Install Only)

EXEMPTIONS

2023: 0 Exemptions Received
 2022: 0 Exemptions Received
 2021: 0 Exemptions Received
 2020: 0 Exemptions Received
 2019: 0 Exemptions Received
 2018: 0 Exemptions Received

APPEALS

2023: Not Available
 2022: Not Available
 2021: Not Available
 2020: Appeal Information
 2019: Appeal Information
 2018: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2023: Tax Sale Has Not Occurred
 2022: Tax Sale Has Not Occurred
 2021: No Tax Sale
 2020: No Tax Sale
 2019: No Tax Sale
 2018: No Tax Sale

DOCUMENTS, DEEDS & LIENS

2110221117 - RELEASE - 04/12/2021
 2110221116 - WARRANTY DEED - 04/12/2021
 2004547021 - DEED - 02/14/2020
 1923247002 - LIS PENDENS FORECLOSURE -
 08/20/2019
 1104733067 - WARRANTY DEED - 02/16/2011

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29-34-119-013-0000**PROPERTY ADDRESS**

110 E MARGARET ST
 THORNTON
 60476
 Township: THORNTON

MAILING ADDRESS

NOEL GARCIA
 497 HIRSCH AVE
 CALUMET CITY, IL 60409

PROPERTY CHARACTERISTICS**CURRENT INFORMATION**

Assessed Value: 2,472
 (2023 Assessor Certified)
Assessment Information: 2,472
Estimated Property Value: \$24,720
Lot Size (SqFt): 5,400
Building (SqFt):
Property Class: 2-90
Tax Rate : 16.705
Tax Code : 37296

**TAX BILLED AMOUNTS
& TAX HISTORY**

2023: \$1,245.52 Pay Online: \$1,293.84
 2022: \$983.78 Pay Online: \$1,207.66
 2021: \$932.04 Payment History
 2020: \$541.67 Payment History
 2019: \$813.42 Payment History
 2018: \$780.13 Payment History

*=(1st Install Only)

EXEMPTIONS

2023: 0 Exemptions Received
 2022: 0 Exemptions Received
 2021: 0 Exemptions Received
 2020: 0 Exemptions Received
 2019: 0 Exemptions Received
 2018: 0 Exemptions Received

APPEALS

2023: Not Available
 2022: Not Available
 2021: Not Available
 2020: Appeal Information
 2019: Appeal Information
 2018: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2023: Tax Sale Has Not Occurred
 2022: Tax Sale Has Not Occurred
 2021: No Tax Sale
 2020: No Tax Sale
 2019: No Tax Sale
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DOCUMENTS, DEEDS & LIENS

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