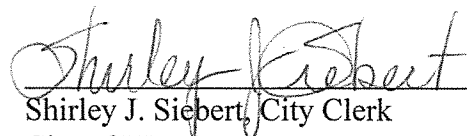
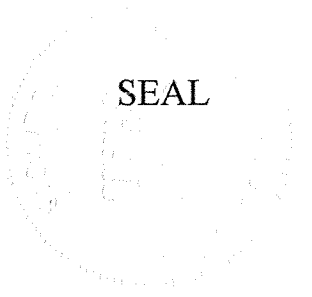


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-18-53- **RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 364-376 E. IRVING PARK ROAD, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBERS 03-15-206-015, 03-15-206-016)**, passed and approved by the City of Wood Dale Mayor and Aldermen on August 2, 2018 the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 2nd day of August, 2018.


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

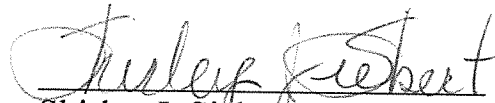


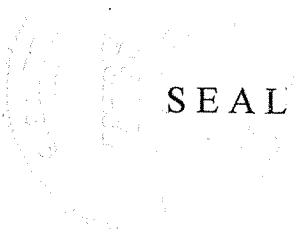
Resolution #R-18-53

RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 364-376 E. IRVING PARK ROAD, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBERS 03-15-206-015, 03-15-206-016)

Passed: August 2, 2018
Approved: August 2, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of Resolution #R-18-53-**RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 364-376 E. IRVING PARK ROAD, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBERS 03-15-206-015, 03-15-206-016)**, passed and approved by the by the City Council of the City of Wood Dale on August 2, 2018; and hereby published in pamphlet form on August 2, 2018.


Shirley J. Siebert
City Clerk


SEAL

RESOLUTION NO. R-18-53

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 364-376 E. IRVING PARK ROAD, WOOD DALE, ILLINOIS (PERMANENT INDEX NUMBERS 03-15-206-015, 03-15-206-016)

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 possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt resolutions pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the "City Council") is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City of Wood Dale is authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1(i), to purchase property for redevelopment which the City deems appropriate to advance the interests of the City; and

WHEREAS, Jack Weiss, is the owner of certain properties ("Properties") commonly known as 364-376 E. Irving Park Road, Wood Dale, Illinois (Permanent Index Numbers 03-15-206-015, 03-15-206-016), and which is legally described in the Purchase and Sale Agreement ("Agreement") in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Jack Weiss has indicated to the City that he is willing to sell such Properties to the City; and

WHEREAS, the Properties are located on Irving Park Road, a commercial corridor for the City of Wood Dale, in an area which is ripe for development; and

WHEREAS, said Properties, while containing improved structures, are currently underutilized and are not consistent with current commercial expectations of the City; and

WHEREAS, the City has therefore determined that it is desirable that said properties be made available for redevelopment of the Irving Park Road Commercial Corridor; and

WHEREAS, accordingly, the City Council hereby finds and determines that it is necessary and appropriate and in the best interests of the City and its residents that the City enter into an Agreement for the purchase of the Properties; and

WHEREAS, the Parties have determined that is its their respective best interests to memorialize the terms and conditions of the purchase and sale of the Properties, and have so memorialized said terms a Purchase and Sale Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

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 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 2nd day of August 2018

AYES: Alderman JAKAB, Messina, Sorrentino, Susmarski, E. Wesley,
R. Wesley & Woods

NAYS: None

ABSENT: Alderman Catalano

APPROVED this 2nd day of August 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

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

Published in pamphlet form August 2, 2018

EXHIBIT A
364-376 E. Irving Park Road
Purchase and Sale Agreement

**PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND CHICAGO TITLE & LAND TRUST COMPANY
10546 FOR PROPERTY LOCATED AT 364 - 376 E. IRVING PARK ROAD,
WOOD DALE, ILLINOIS
(PERMANENT INDEX NUMBERS 03-15-206-015 AND 03-15-206-016)**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 16 day of July 2018 by and between Jack Weiss, its successors or assigns ("Seller"), with its principal offices at 364-376 E. Irving Park Road, Wood Dale Illinois, and the City of Wood Dale, an Illinois municipal corporation ("Buyer"), with its principal office at 404 North Wood Dale Road, Wood Dale, DuPage County, Illinois. (Seller and Buyer are sometimes referred to herein as "Party" and collectively as "Parties.")

RECITALS

A. Seller is the owner of record of certain property ("Property"), commonly known as 364-376 E. Irving Park Road, Wood Dale, Illinois, which is identified by Permanent Index Number 03-15-206-015, 03-15-206-016 and legally described in Exhibit A, attached hereto and incorporated herein by reference.

B. Seller desires to sell the Property to Buyer and Buyer desires to buy the 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 Property subject only to the Permitted Exceptions (as hereinafter defined). Included in the purchase and sale of the Property shall be all fixtures and all items of personal property as noted in Exhibit B, attached hereto and incorporated herein by reference.

1.02. Purchase Price. The price for the purchase of the Property is Eight Hundred and Two and no/100ths Dollars (\$802,000.00) ("Purchase Price"). Seller agrees to accept the Purchase Price under the stated terms and conditions herein as full and complete compensation from Buyer for the Property.

1.03. Payment Terms. The Buyer shall pay the full Purchase Price at Closing.

1.04. Contingencies. There are no contingencies other than those stated in this Agreement.

ARTICLE II PRE-CLOSING MATTERS

2.01. Title Commitment. Buyer shall order a Title Commitment (the "Title Commitment") from a title company ("Title Company") selected by Buyer. Buyer agrees to accept Title to the Property at Closing subject to general exceptions contained in the Title Commitment; covenants, conditions and restrictions of record; utility easements; existing leases and tenancies; all special governmental taxes or assessments confirmed or unconfirmed; real estate taxes not yet due and payable; and any acts done by or suffered through Buyer (collectively, the "Permitted Exceptions").

2.02. Survey. Seller will provide a current Survey of the Property from a surveyor of its own choosing, prepared in accordance with the minimum ALTA/ASCM survey standard.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than the Permitted Exceptions (each, an "Unpermitted Exception"), Buyer shall notify Seller within five (5) business days after receipt of the Title Commitment and the Survey and Seller shall have ten (10) days from the date of Buyer's notification to agree to deliver the documents required by the Title Company to either remove such Unpermitted Exception(s) or issue its endorsement insuring against damage caused by such Unpermitted Exception(s). Should Seller not provide such agreement within the period required by the preceding sentence, Seller shall be deemed to have refused to cure such Unpermitted Exception(s). If Seller refuses or is deemed to have refused to have the Unpermitted Exception(s) cured or insured over, Buyer may elect, within five (5) days following such refusal or deemed refusal, to terminate this Agreement or accept the Property subject to such Unpermitted Exception(s).

ARTICLE III APPORTIONMENT OF COSTS

3.01. Title and Survey. Buyer agrees to be exclusively responsible for and pay the costs of procuring both the Title Commitment and final Title Policy issued at Closing (including any date-down fee, extended coverage, if desired by Buyer, and all endorsements), as provided for in Sections 2.01 and 2.03.

3.02. Real Estate Taxes. The 2018 real estate taxes which are not yet due, through the date of closing will be credited to Buyer at amount equal to one hundred five percent (105%) of the amount of the 2017 taxes. Unpaid and/or delinquent prior year taxes will be credited to Buyer at the total amount of the unpaid taxes and all fees, charges, costs, interest due, and sold taxes, at the amount required for redemption from sale.

3.03. Closing, Recording Costs. Buyer will pay all costs of Closing, including the fees of the Title Company, the cost of recording of any documents except those to cure any Unpermitted Exceptions, and the costs associated with the recording of documents relative to Buyer's acquisition, if any, of the Property.

3.04. Attorney's Fees Associated with Sale of Property. Buyer and Seller will each be responsible for their respective attorney's fees in connection with this matter.

ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer agree that Closing on the Property shall occur as soon as possible after the execution of this Agreement on a date agreed upon by Seller and Buyer but not later than August 17, 2018, at the offices of the Title Company, or at such other place as is mutually acceptable to Seller and Buyer, at time agreed to by Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property, including fixtures and the items of personal property in Exhibit B, to Buyer, and the Buyer's payment of the balance due of the Purchase Price.

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

- (a) A recordable Warranty 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) Executed ALTA Statement.
- (c) Executed Real Estate Transfer Tax Declarations.
- (d) Executed Closing Statement.
- (e) The appropriate corporate resolutions, powers of attorney, and all other necessary corporate documentation to establish Seller's ownership of the Property and the authority of Seller and Seller's representatives at to convey the Property and execute all Closing documents.

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

- (a) Executed counterpart of Seller's Closing Statement.
- (b) 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.
- (c) Real Estate Transfer Tax Declarations executed by Buyer, as required.

- (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 Closing, and all will survive Closing for the time period specified in Section 5.03 hereof), 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) 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 Property which has been instituted, or, to the best of Seller's knowledge, is contemplated against Seller, the Property, or any part thereof, including, without limitation, any claims for brokers, mechanics' or materialmen's liens.
- (e) There are no mortgages or trust deeds against the Property.

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 the fullest extent permitted by law, 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 for a period of six (6) months, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. To the fullest extent permitted by law, 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. Possession: Seller agrees to tender possession of the Property to Buyer at the time of closing.

Seller shall provide Buyer with all keys and other access devices then in its possession, and Property shall be vacant and free of all tenants and debris at the time of the closing.

Attachment: 364-376 E Irving Park Road - Partially executed Contract - Weiss_Village of Wood Dale (1) (R-18-53 : 364-376 Irving Purchase)

6.02. Condition of Property upon Surrender of Possession. All interior areas of the building shall be broom clean, with all trash and all of Seller's personal property.

**ARTICLE VII
BROKERS**

7.01. Broker. The Parties acknowledge and warrant to each other that there as a Broker of Record or Realtor involved in this transaction, and said Broker or Realtor shall be paid commissions, if any, out of the Seller's share of the sale proceeds.

**ARTICLE VIII
MISCELLANEOUS**

8.01. Default 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.

8.02. 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 e-mail to e-mail addresses below according to the date and time on the sender's e-mail message, 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:

With copy to: Dave Goddard
Garry Real Estate
22W164 Glendale Terrace
Medinah, IL 60157
dave@dave-goddard.com

If to Buyer: Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
jmermuys@wooddale.com

Attachment: 364-376 E Irving Park Road - Partially executed Contract - Weiss_Village of Wood Dale (1) (R-18-53 - 364-376 Initials)

With a copy to: Patrick K. Bond
Corporation Counsel
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

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.

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

8.04. 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.

8.05. 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.

8.06. 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. Any action arising out of this Agreement shall be filed in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

8.07. 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.

8.08. 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 Property. The Exhibits attached hereto are a material part of this Agreement.

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

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

8.11. 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, and may be executed and delivered electronically via so-called PDF.

(Signature page follows)

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

SELLER:

CHICAGO TITLE & LAND TRUST COMPANY
10546

By: Jack Weiss
Jack Weiss

Attest: _____
Secretary

BUYER:

CITY OF WOOD DALE

By: Annunziato Pulice
Annunziato Pulice, Mayor

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

Attachment: 364-376 E Irving Park Road - Partially executed Contract - Weiss Village of Wood Dale (1) (P-19-52-364-376)

EXHIBIT A

LEGAL DESCRIPTION OF
364-376 E. Irving Park Road
(Permanent Index Numbers 03-15-206-015 and 03-15-206-016)

LOTS 3, 4, 4 & 6 IN BLOCK 18 IN H.O. STONE & CO'S SECOND IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE E ½ OF SECTION 10 AND PART OF THE W ½ OF THE NE ¼ OF SECTION OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF CONSOLIDATION PLAT #1 & LOT 1 WEISS CONSOLIDATION PLAT #2

LOTS 1 AND 2 IN BLOCK 18 IN H.O. STONE AND COMPANY'S SECOND IRVING PARK BOULEVARD ADDITION TO WOODDALE BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 490 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.