
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2020-004**

**AN ORDINANCE AUTHORIZING THE SALE OF MUNICIPALLY
OWNED REAL PROPERTY LOCATED AT 12751 LINCOLN
STREET TO BLUE BRIDGE PROPERTIES 135, LLC**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER**

Aldermen

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF MUNICIPALLY
OWNED REAL PROPERTY LOCATED AT
12751 LINCOLN STREET TO BLUE BRIDGE PROPERTIES 135, LLC**

WHEREAS, the City Council passed Resolution 2019-043 on December 10, 2019, that authorized the staff of the City of Blue Island to sell a parcel of real property located at 12751 Lincoln Street, Blue Island, Illinois, consisting of a two-family residential property and side lot, which the Corporate Authorities determined was surplus real estate and should be sold in accordance with the provisions of 65 ILCS 5/11-76-4.1 (2018); and

WHEREAS, Resolution 2019-043 was published in the Daily Southtown, Inc., on January 24, 2020, as required by 65 ILCS 5/11-76-4.1 (2018) (a true and correct copy of the publication is attached hereto as Exhibit "A");

WHEREAS, one offer to purchase said property has been submitted by Blue Bridge Properties 135 LLC, an Illinois Limited Liability Company, with offices at 13403 Ann Street, Blue Island, IL 60406. The members of this Limited Liability Company are Jairo Frausto, Daniel Castillo and Jose Lagunas; and

WHEREAS, said offer sets forth a purchase price of \$35,600.00, which is 80% of the appraised value of the property as determined from the appraisal prepared by Steven Terhesh Appraisals, as of October 2, 2018; and

WHEREAS, a true and correct copy of the Purchase and Sale Agreement containing the offer to purchase is attached hereto as Exhibit "B."

WHEREAS, the Corporate Authorities find and determine that the best interests of the City of Blue Island and its residents will be served by the acceptance of the bid submitted by Blue

Bridge Properties 135 LLC, and the sale of the real property to such bidder for the amount of the offer of \$35,600.00.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION ONE

The foregoing recitals are incorporated herein as findings of the Corporate Authorities.

SECTION TWO

The offer of Blue Bridge Properties 135 LLC, in the amount of \$35,600.00 is hereby accepted by the City Council of the City of Blue Island for the sale of the real property.

SECTION THREE

The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest to a contract for the sale and purchase of the real property, pursuant to the terms contained in Exhibit "B," and after review by the City Attorney.

SECTION FOUR

Upon satisfaction of the terms of the aforesaid contract and upon the payment or securing of the aforesaid offer price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the real property to Blue Bridge Properties 135 LLC, by a proper Quit Claim Deed or other deed of conveyance, stating therein the aforesaid consideration, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City of Blue Island.

SECTION FIVE

The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION SIX

This Ordinance shall be in full force and effect from and after its passage, by a vote of at least two-thirds of the corporate authorities now holding office, and approval in the manner provided by law.

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ADOPTED this 25th day of February, 2020, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA	X				
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH			X		
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
TOTAL	11		3		

APPROVED: this 25th day of February, 2020.

Domingo F. Vargas

**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
25th day of February, 2020.

Randy Heuser

CITY CLERK

PUBLISHED in pamphlet form this
25th day of February, 2020.

Randy Heuser

CITY CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

I, RANDY HEUSER, certify that I am the duly elected and acting municipal clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **February 25, 2020** the Corporate Authorities of such municipality passed and approved Ordinance No. **2020-004**

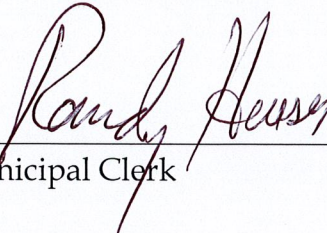
Entitled: **AN ORDINANCE AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 12751 LINCOLN STREET TO BLUE BRIDGE PROPERTIES 135, LLC.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2020-004** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **February 25, 2020** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **25th** day of **February, 2020**.

(SEAL)



Municipal Clerk

EXHIBIT "A"

Publication of Legal Notice of Resolution 2019-043

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Chicago Tribune

Printed: 1/22/2020 2:42:09 PM

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* Agency Commission not included

Order ID: 6582446

GROSS PRICE * : \$160.50

PACKAGE NAME: IL Govt Legal Daily Southtown

Chicago Tribune

Printed: 1/22/2020 2:42:09 PM

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PACKAGE NAME: IL Govt Legal Daily Southtown

Product(s): SubTrib_Daily Southtown, Publicnotices.com, classified.chicagotribune.com

AdSize(s): 1 Column

Run Date(s): Friday, January 24, 2020

Color Spec. B/W

Preview

RESOLUTION NO. 2019-043

RESOLUTION AUTHORIZING CITY STAFF TO CONDUCT THE SALE OF THE PROPERTY COMMONLY KNOWN AS 12751 LINCOLN STREET.

BLUE ISLAND, ILLINOIS, WITH PROPERTY INDEX NUMBERS 25-31-202-020-0000 AND 25-31-202-021-0000

WHEREAS, the City of Blue Island, Cook County, Illinois ("City") is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City is the owner of a parcel of real estate commonly known as 12751 Lincoln Street, Blue Island, Illinois 60406, identified by Property Index Numbers 25-31-202-020-0000 and 25-31-202-021-0000, and legally described in Exhibit A, attached hereto and made a part of this Resolution ("Property"); and

WHEREAS, the Property is a two-family residential property with a side lot and is zoned R-1 Residential;

WHEREAS, the lot on which the residence is located is 25 feet wide and 125 feet in length;

The side lot is approximately 25 feet wide and 125 feet in length; and

Order ID: 6582446

GROSS PRICE * : \$160.50

PACKAGE NAME: IL Govt Legal Daily Southtown

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the City is empowered to provide for the sale of surplus public real estate; and
WHEREAS, the Property is not necessary, appropriate, required for the use of, or profitable to the City, and is therefore surplus property; and
WHEREAS, the market value of the Property has been determined in writing by a state certified appraiser to be \$44,500.00 ("Appraised Value") and that appraisal is available for public inspection at the office of the City of Blue Island, 13051 Greenwood Avenue, Blue Island, IL 60406; and
WHEREAS, this property should be offered for sale by the City of Blue Island in accordance with the terms and provisions of 65 ILCS 5/11-74.1; and
WHEREAS, the City directs its staff to conduct the sale of the Property in accordance with the terms and conditions of 65 ILCS 5/11-76-4.1.
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:
SECTION 1: The Recitals set forth above are incorporated herein and made a part hereof.
SECTION 2: The Property is surplus public real estate and it is not necessary, appropriate, required for the use of, or profitable to the City. The City has received a written appraisal from a state certified appraiser that the Appraised Value of the Property is \$44,500.00.
SECTION 3: The City's staff is directed to conduct the sale of the Property pursuant to 65 ILCS 11-76-4.1 and present an offer to purchase made in accordance with the statutory requirements to the Mayor and City Council for their consideration.

Chicago Tribune

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* Agency Commission not included

Order ID: 6582446

GROSS PRICE * : \$160.50

PACKAGE NAME: IL Govt Legal Daily Southtown

SECTION 4: This Resolution shall be published one time in a newspaper that complies with the statutory requirements for such publication.
SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval.
01/24/20 6582446

EXHIBIT "B"

**PURCHASE AND SALE AGREEMENT WITH OFFER BY
BLUE BRIDGE PROPERTIES 135 LLC
TO PURCHASE PROPERTY COMMONLY KNOWN
AS 12751 LINCOLN STREET, BLUE ISLAND, ILLINOIS**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the City of Blue Island, Illinois, an Illinois municipal corporation ("City" or "Seller"), and Blue Bridge Properties 135 LLC, an Illinois limited liability company ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 12751 Lincoln St., Blue Island, IL 60406, legally described in Exhibit A (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be **Thirty-Five Thousand Six Hundred and no/100 Dollars (\$35,600.00)** ("Purchase Price") and Purchaser has agreed to pay the Seller the Purchase Price at Closing.

3. **Earnest Money.** Purchaser has paid earnest money in the amount of Zero and no/100 Dollars (\$0.00) that will be credited to Purchaser at closing.

4. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") after the Effective Date of this Agreement at a mutually agreeable time at the offices of the title company and location of Seller's choice, unless otherwise agreed to by the Parties ("Title Company"). ~~If Closing takes place at Seller's preferred Title Company, Seller shall pay all costs of escrow and settlement associated with issuance of an ALTA owner's title insurance policy. If the Parties agree to close at the Title Company of Purchaser's choice the Purchaser shall pay all costs of escrow and settlement.~~ The Payment, as adjusted by any prorations, shall be paid in full at Closing by wire transfer or as otherwise agreed to by the Parties in writing. The parties agree they will each pay one-half of the costs of escrow and settlement.

5. **Title.** At Seller's expense, Seller will deliver or cause to be delivered to Purchaser or Purchaser's attorney, within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA owner's title insurance policy in the amount of the Total Purchase Price ~~with extended coverage~~ and issued by Seller's preferred Title Company on or subsequent to the Effective Date. The requirement to provide extended coverage shall not apply ~~if the Property is unimproved land~~ and Purchaser shall pay the costs associated with any mortgage policy or endorsements required by Purchaser or Purchaser's lender. ~~If Purchaser elects to acquire title services from the Title Company of Purchaser's choice, Purchaser shall:~~ If Purchaser requires extended coverage purchaser will pay the premium for same and provide at its cost a survey acceptable to the title company.

A) ~~Pay all escrow, settlement, and title charges; and~~

B) ~~At the time of Purchaser's execution of this Agreement, indicate to Seller's attorney whether Purchaser will acquire title services from a Title Company of Purchaser's choice.~~

6. **Closing Costs; Related Fees.** Notwithstanding local custom, all costs of Closing, and related costs of due diligence ("Closing Costs"), shall be paid as follows:

A) Seller shall pay:

1. The costs associated with the issuance of an ALTA owner's title insurance policy issued by the Title Company of Seller's choice;
2. The costs of escrow and settlement services provided by the Title Company of Seller's Choice related to the ALTA owner's title insurance policy;
3. The costs of obtaining any required real estate transfer tax stamp, except any realty transfer tax the Purchaser is responsible for; and
4. The costs of recording the satisfaction of any existing mortgage and any other documents necessary to make title marketable.

B) Purchaser shall pay:

1. The balance of the Purchase Price;
2. ~~The One-half of the costs~~ of any realty transfer tax due on the sale and designated as Purchaser's cost by the municipality;
3. ~~Any costs for extended title insurance coverage, a mortgage policy or endorsements required by the Purchaser or Purchaser's lender and issued by Seller's preferred Title Company, and any related escrow and settlement fees;~~
4. The costs of any survey that Purchaser may choose to acquire;
5. The costs of recording the Deed (as defined herein) and any other Purchaser recordings;
6. Any other Closing Costs not expressly assumed by the Seller in this Agreement; and
7. ~~If Purchaser chooses to acquire an ALTA owners title insurance policy from the Title Company of Purchaser's choice, Purchaser shall pay all title, escrow, or settlement services. Purchase shall pay one-half of all costs of escrow and settlement services and all costs associated with any mortgage policy and endorsements required by purchaser.~~

x DED

7. ***Rights of Inspection; Inspection Period.*** Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property at any time after the Effective Date for any purpose related to this transaction, including inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests and such other work as Purchaser shall consider appropriate (the "Inspections"), provided that Purchaser shall hold Seller harmless and fully indemnify Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, and shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. Seller shall cooperate with Purchaser with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Seller shall bear no expense in connection therewith.

The obligations of Purchaser under this Agreement are expressly subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment that the Property is satisfactory for the uses and purposes intended by Purchaser, which determination shall be made within the time periods herein provided. In the event such conditions to Purchaser's obligations have not been satisfied within fifteen (15) days of the Effective Date (such 15 day period being herein referred to as the "Inspection Period"), Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement. Should Purchaser fail to deliver to Seller such written notice, Purchaser shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section.

8. Recognition of City Acquisition. Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment or other encumbrance.

9. Control of Property. Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller, without liability on its part, by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, survey costs, inspection costs, real estate taxes and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

10. Representations of Seller. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants and covenants to Purchaser as follows:

A) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

B) THE PROPERTY IS BEING SOLD IN AN "**AS IS**" CONDITION AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR

AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

11. *Condition of Property.*

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;
2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's

employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section 11.

12. Disclosure of Lead-Based Paint Hazards. In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

B) the Purchaser has received a Lead Hazard Information pamphlet;

C) Seller has no reports, records, or knowledge of lead-based paint and/or lead-based paint hazards in the Property; and

D) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser's ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

13. Occupancy Status of Property. The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

14. ***Good Faith Effort to Maintain and Repair.*** Purchaser agrees to make a good faith effort to maintain the Property in compliance with all federal, state, and local building and housing codes applicable to the Property. The Purchaser also agrees the terms and provisions of Exhibit B attached hereto, entitled Purchaser Obligations, are incorporated herein and made a part hereof the same as if fully set forth in this paragraph 14 verbatim. Purchaser further agrees that it will begin the necessary work to bring the Property into compliance with all applicable federal, state and local building codes within sixty (60) days of the date of Closing. Purchaser further agrees the terms and conditions of this paragraph and as more fully set forth in Exhibit B will survive the closing of this transaction.

15. ***Personal Property.*** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

16. ***Taxes and Special Assessments.*** All general real estate taxes and special assessments that are levied with respect to the Property will be prorated between Purchaser and Seller as of the business day immediately prior to the Closing Date. The proration shall be based upon 100% of the most recent ascertainable full year tax bill, allowing for any real estate tax exemptions the City may have obtained. Purchaser agrees to release Seller from any and all claims arising from the adjustment or proration or errors in calculating the adjustment or proration that are or may be discovered after closing.

17. ***Seller's Obligations at Closing.*** At or prior to the Closing Date, Seller shall:

A) Deliver to the Title Company a duly recordable Quit Claim Deed to the Property conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

B) Deliver to the Title Company the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

C) Deliver to the Title Company an ALTA Statement executed by Seller;

D) Deliver to the Title Company an affidavit stating that there is no Property manager at the Property; and

E) Deliver to the Title Company a settlement statement.

18. ***Purchaser's Obligations at Closing.*** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the full balance of the Payment, and pay Purchaser's Closing Costs outlined herein. At or before Closing, Purchaser shall execute and deliver to the Title Company or Seller such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

19. ***Certificate of Occupancy.*** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit (“Certificate of Occupancy”) or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser’s sole expense.

20. ***Delivery of Possession of Property.*** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

21. ***Deed.*** The deed to be delivered by Seller at Closing shall be a quit claim deed that covenants that grantor grants only that title which grantor may have. Any reference to the term “Deed” herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

22. ***Defects in Title.*** If the Purchaser raises an objection to the Seller’s title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then this Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set out in this Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable, and any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. In the event the Seller is not able to make the title insurable or correct any problem or Purchaser is not able to obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement. If the Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser’s silence as to any title objections shall be deemed as acceptance.

23. ***Conditions to the Seller’s Performance.*** The Seller shall have the right prior to Closing, at the Seller’s sole discretion, to terminate this Agreement if:

A) The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;

B) Full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing;

C) Any third Party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

D) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

E) This Agreement was accepted and executed by Seller in noncompliance with the Seller's policies, procedures or guidelines;

F) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

G) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

H) Material misrepresentation by the Purchaser.

24. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;

B) Claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;

C) Claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment, including any penalty or interest and other charges related thereto.

D) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing and/or issuance of required Certificates of Occupancy.

25. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

26. Keys. The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

27. Survival. Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

28. Brokerage. Each Party shall individually pay for all costs and fees associated with any broker they have or may retain as part of the purchase and sale of the Property (i.e. Seller pays for Seller's broker; Purchaser pays for Purchaser's broker). Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses incurred in defending such claim) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

29. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

30. **Miscellaneous.** The following general provisions govern this Agreement.

A) No Waivers. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

E) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows hereafter (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section) Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Agreement shall be in writing and shall be deemed properly served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M. Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission:

If to Seller:

Mark Miller
City of Blue Island
13051 Greenwood Avenue,
Blue Island, IL 60406
mmiller@cityofblueisland.org

With a copy to:

Cary Horvath
Odelson & Sterk, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
chorvath@odelsonsterk.com
facsimile-708-741-5053
phone - 708-424-5678

If to Purchaser:

Jairo Frausto
Blue Bridge Properties 135 LLC
2441 Vermont Street
PO Box 441
Blue Island, IL 60406
Jairo82@ameritech.net

With a copy to:

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Blue Bridge Properties 135, LLC

By: _____

Its: _____

Date: _____

SELLER:

City of Blue Island, Illinois

By: Mayor _____

Its: Domingo F. Jaeger _____

Date: 2-25-20 _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS 32 AND 33 IN BLOCK 2 IN BLUE ISLAND SUPPLEMENT SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 25-31-202-020-0000 and 25-31-202-021-0000

Address of Real Estate: 12751 Lincoln St., Blue Island, IL 60406

EXHIBIT B

PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Mayor of the City.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the City a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, the City will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing the City's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that the City intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.