

**ORDINANCE NO. CO-2018-32**

**AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY AT 11 – 13 NORTH 5<sup>TH</sup> AVENUE  
AND AUTHORIZING THE EXECUTION OF  
A REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND DANNY HERMOSILLO**

**WHEREAS**, the Village of Maywood (“Village”) is the legal owner of a parcel of real property at 11 – 13 North 5<sup>th</sup> Avenue (PINs: 15-11-136-005-0000 and 15-11-136-006-0000) (hereinafter the “**Subject Property**”); and

**WHEREAS**, the Village is in receipt of an offer from Danny Hermosillo (“Developer”) for the purchase of the Subject Property from the Village for a total purchase price of Twenty Four Thousand and 00/100 Dollars (\$24,000.00), for redevelopment as an ice cream parlor on the Subject Property, along with a brick paver patio for customer dining; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood are authorized, under the Village’s home rule powers, to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary and in the best interests of the Village; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood find and determine that the proposed sale and redevelopment of the Subject Property, subject to the conditions set forth in the Redevelopment Agreement (the “Redevelopment Agreement”) attached hereto as **Exhibit “A”** and made a part hereof, are in the best interests of the Village and the health, safety and welfare of the citizens of Maywood; and

**WHEREAS**, the Village is authorized under its home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970 to sell the Subject Property to Developer and to enter into the Redevelopment Agreement relative to same, and finds both the sale and redevelopment agreement to be in the best interests of the Village and its residents and property owners.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2:** The Village President and Board of Trustees approve and authorize the sale of the Subject Property, the execution of the Redevelopment Agreement between the Village of Maywood and Developer, in substantially the same form attached hereto and made a part hereof as **Exhibit “A”**, and the redevelopment of the Subject Property pursuant to the terms of the Redevelopment Agreement. Any minor revisions to the draft Redevelopment Agreement prior to its execution are subject to the approval of the Village Manager. The President, Clerk and Village Manager of the Village of Maywood, Cook County, Illinois, or their designees, are authorized and directed to execute and deliver the Redevelopment Agreement and all other instruments and documents that are necessary to fulfill the

Village's obligations under the Agreement and to transfer title to the Subject Property to Developer pursuant to the terms of the Agreement.

**SECTION 3:** Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 4:** Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 5:** Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 6:** Effective Date. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. This Ordinance shall take effect from and after its adoption and approval and publication as required by law

**ADOPTED** this 17<sup>th</sup> day of July, 2018, pursuant to a roll call vote as follows:

**AYES:** Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M.

Lightford and R. Rivers

**NAYS:** Mayor Perkins

**ABSENT:** Trustee H. Yarbrough

**APPROVED** this 18<sup>th</sup> day of July, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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Edwenna Perkins, Village President

**ATTEST:**

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Viola Mims, Village Clerk

**EXHIBIT "A"**

**REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND DANNY HERMOSILLO**

(attached)

**THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING PLEASE  
RETURN TO:**

Michael A. Marrs  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

## **REDEVELOPMENT AGREEMENT**

**THIS REDEVELOPMENT AGREEMENT** (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation (the "Village"), and Daniel Hermosillo, an individual (the "Developer").

### **SECTION I – PRELIMINARY STATEMENTS.**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is the owner of a vacant parcel of land located at 11-13 North 5<sup>th</sup> Avenue, in the Village of Maywood, County of Cook, State of Illinois, and as more specifically legally described on **EXHIBIT 1** attached hereto (the "Property") and made a part hereof.

2. The Village desires to convey and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Property in an "**AS IS, WHERE IS,**" condition, including all environmental conditions associated with the soil and groundwater.

3. The Developer proposes to improve and develop the Property as follows:

**Rehabilitation and redevelopment of the existing building and façade at 13 North 5<sup>th</sup> Avenue into an ice cream parlor. The existing lot at 11 North 5<sup>th</sup> Avenue will be turned into a brick pavement patio with outdoor seating for customers of the ice cream parlor. A wood fence will be constructed facing North 5<sup>th</sup> Avenue for customer privacy. Collectively, the foregoing are the "Improvements" and the purchase and rehabilitation of the Property is the "Project." The estimated total cost of the Project is in excess of Sixty Thousand Dollars and 00/100 (\$60,000).**

The proposed Improvements are as shown on the Village-approved Site Plan documents attached hereto and made a part hereof as **GROUP EXHIBIT 2**. The Village's approval of the Site Plan documents is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any zoning relief that the Developer needs to construct the Project.

4. The Corporate Authorities have determined that the sale of the Property to Developer and construction by Developer of the Project pursuant to this Agreement represents a viable, productive use of the Property and is in the best interests of the Village. In addition, the Corporate Authorities are of the opinion that the Property, which is currently vacant and unused, and which has been vacant for a number of years, should be put to productive use and should be sold to the Developer because it is no longer necessary, appropriate, or required for use by the Village, and because the Project will serve the needs of the Village, beautify the Village, will increase employment opportunities, and will assist in stimulating commercial growth and stabilizing the tax base.

## **SECTION II – TRANSFER OF PROPERTY.**

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the “Effective Date”) and shall terminate upon the earlier of: (i) notice of termination pursuant to any provision listed herein providing for such termination, or (ii) the earlier of five years from the Effective Date, or completion of the Project, as evidenced by issuance of the final occupancy permit for the ice cream parlor building and adjacent seating area following its redevelopment.

2. **PURCHASE AND SALE.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village’s right, title and interest in the Property as described in **EXHIBIT 1** hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Property, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **AS IS, WHERE IS, CONDITION.** The Developer agrees that all right, title and interest in the Property is being conveyed in an “AS IS, WHERE IS,” condition, including all environmental conditions associated with the soil and groundwater.

4. **PURCHASE PRICE/EARNEST MONEY.** The purchase price to be paid by the Developer to the Village for the Property shall be *TWENTY FOUR THOUSAND AND 00/100THS DOLLARS (\$24,000.00)* (“Purchase Price”), payable at closing.

5. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made an initial deposit with the Village of FIVE THOUSAND AND 00/100THS DOLLARS (\$5,000.00) in the form of a certified check or other certified funds within forty eight (48) hours of the Village’s approval of an Ordinance authorizing the sale and this Agreement (the “Initial Deposit”). The purpose of the Initial Deposit is to provide a one thousand dollar deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Property, including but not limited to title and closing costs and fees, survey costs, attorneys’ fees, and engineer’s fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit at closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.

6. **TITLE INSURANCE.** The Village, at the Developer’s cost and expense, shall deliver to the Developer, a title commitment (the “Title Commitment”) issued by Chicago Title Insurance Company (the “Title Company”), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the “Permitted Exceptions”).

7. **SURVEY.** The Village, at Developer's cost, shall order and obtain boundary survey (the "Survey"), prepared by a surveyor licensed by the State of Illinois, which Survey shall include, but not be limited to, the following: (A) Surveyor's Firm name, address and registration number; (B) Surveyor's seal, signature, date of signing, and license expiration date; (C) Buyer's/Client's name; (D) North arrow; (E) scale-written or graphic; (F) date of completion of field work; (G) legal description of the Property; (H) legend for all symbols and abbreviations used on the plat; (I) sufficient angles, bearings or azimuths, linear dimensions and curve data must be shown on the plat to provide a mathematically closed figure for the exterior of the Survey. Where record angular dimensions, bearings or azimuths, linear dimensions or curve data exist, such data shall be shown on the plat and distinguished from measured dimensions or data. Area of the Survey is to be shown on the face of the plat in square feet and acres, more or less; (J) where bearing, azimuth or coordinate systems are used, the basis or proper names of the system shall be noted on the plat; (K) if the Survey is a parcel in a recorded subdivision, any adjacent rights-of-way or easements and setback lines shown on the recorded plat that affect the Property are to be shown and dimensioned; (L) visible physical evidence of possession or occupation either way from the exterior lines of the Survey shall be shown and dimensioned; (M) show visible evidence of improvements, rights-of-way, easements, or use; (N) exculpatory statements that attempt to restrict the uses of boundary surveys shall not be affixed to any plat; (O) the following statement shall be placed near the professional land surveyor seal and signature: *"This professional service conforms to the current Illinois minimum standards for a boundary survey."*

Upon approval of the Survey, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Survey and Title Commitment.

8. **DEED.** The Property shall be conveyed to Developer by the Village through a recordable quitclaim deed (the "Deed"). The Deed shall provide that the Property is being conveyed in "As Is, Where Is" condition, including any environmental conditions existing in, on or beneath the Property." The Deed shall further require that the Property be developed and maintained as set forth in this Agreement. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Property to be sold, the Village shall reserve in the quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The quitclaim deed will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE PROPERTY.** The Property is conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Property. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Property or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Property, its soil or groundwater, the scope and extent of any remediation performed on the Property or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Property. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Property pertaining to the environmental condition of the Property, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Property, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, the Property, planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water,

access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Property, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, and any brick work, roof repair and other work intended to secure and protect the building from further damage and deterioration, or as part of Developer's intended rehabilitation of the Property (the foregoing collectively, "**Inspections and Repairs**"). Developer understands, acknowledges and agrees that any Inspections and Repairs undertaken by him prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Property to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Property is not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections or Repairs performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the Property to its original condition prior to such Inspections and Repairs, and indemnify the Village, as provided herein.

12. **NO DEBTS.** Developer is required to pay all fees, debts, judgments, penalties or other money due and owing the Village prior to or at closing on the parcel. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

13. **OTHER CONDITIONS OF SALE.** Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project.

14. **CLOSING DATE.** The Closing Date for conveyance of the Property shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties.

**SECTION III – REDEVELOPMENT OF THE PROPERTY**

1. **CONSTRUCTION OF IMPROVEMENTS.** Subject to delays caused by force majeure, the Developer shall, following conveyance of the Property, initiate the construction of the Project on the Property in substantial conformance with the Site Plan attached hereto as **EXHIBIT 2** and made a part hereof, within six (6) months from the Closing Date and shall complete the Project within nine (9) months from the Closing Date. Said

Project shall be as described in Section I.3, and as more specifically described and depicted in the Site Plan documents attached hereto as **GROUP EXHIBIT 2** and made a part hereof. If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A.

2. **TAXES, FEES AND CHARGES.** Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project or required under this Agreement. Developer agrees to pay when due, any and all real estate taxes and special assessments with respect to the Property, together with all improvements constructed or to be constructed on the Property. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A.

#### **SECTION IV - GENERAL PROVISIONS.**

##### **1. DEFAULT.**

A. **Developer Breach.** In the event Developer fails or refuses to construct the Project on the Property consistent with the Site Plan documents making up **GROUP EXHIBIT 2** or as may be modified by mutual agreement of the parties, or fails or refuses to make the Improvements that comprise the Project within the relevant time frames provided for herein (subject to Force Majeure and weather conditions and the mutual agreement of the parties), fails to maintain the Improvements following construction, or fails to make timely payment of real estate taxes during the term of the Agreement and after closing, the Village may terminate this Agreement upon thirty (30) days notice. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Property during the time period owned by the Developer; and (ii) re-convey title to the Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Property) to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Property or improvements made by Developer thereto. Upon reconveyance by Developer, the Village shall have the right to re-enter and re-possess the Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subordinate to any mortgage or any other third party lien holder.

B. **Additional Default Provisions - Right to Terminate Before the Closing Date.** Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated prior to closing by either party or by mutual consent of the Village and Developer for any reason at any time prior to the Closing Date without any liability, damages or compensation, other than reimbursement of the Village's out-of-pocket expenses from the Initial Deposit, being paid to the other party.

2. **APPLICABLE LAW AND PARTIES BOUND.** This Agreement relates to the sale and improvement of Property located in the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties, and their respective heirs, grantees, legal



representatives, successors and permitted assigns, agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

3. **SCHEDULE OF EXHIBITS, RIDERS AND ATTACHMENTS.** The following are attached hereto and made a part hereof.

<b>EXHIBIT 1</b>	Legal Description
<b>GROUP EXHIBIT 2</b>	Site Plan Documents Showing Improvements

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

**VILLAGE:**  
**VILLAGE OF MAYWOOD,**  
**an Illinois Municipal corporation,**

**DEVELOPER:**  
**Daniel Hermosillo, an Individual,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Village President

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Village Clerk

Title: \_\_\_\_\_

**DATE EXECUTED BY THE VILLAGE:**

**DATE EXECUTED BY DEVELOPER:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**

(Legal Description of Property)

**THE NORTH 22 FEET OF LOT 7 IN BLOCK 194 IN MAYWOOD IN SECTION 2, 11 AND 14,  
TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.**

**&**

**\_\_\_\_\_ RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.**

**PINs: 15-11-136-005-0000 and 15-11-136-006-0000**

**ADDRESS: 11 – 13 North 5<sup>th</sup> Avenue, Maywood, Illinois 60153**

**GROUP EXHIBIT 2**

**SITE PLAN DOCUMENTS SHOWING IMPROVEMENTS ON THE PROPERTY**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. 2018-32**

**AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY AT 11 – 13 NORTH 5<sup>TH</sup> AVENUE  
AND AUTHORIZING THE EXECUTION OF  
A REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND DANNY HERMOSILLO**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 17<sup>th</sup> day of July, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18<sup>th</sup> day of July, 2018.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M.

Lightford and R. Rivers

**NAYS:** Mayor Perkins

**ABSENT:** Trustee H. Yarbrough

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]