

*(Handwritten signature)*

**RESOLUTION NO. R-2016-30**

**A RESOLUTION APPROVING AND AUTHORIZING A BROKER'S REPRESENTATION AGREEMENT  
AND THE DISPOSAL AND SALE OF CERTAIN SURPLUS VILLAGE-OWNED REAL ESTATE AND  
THE APPROVAL OF PEARSON REALTY GROUP TO ACT AS SELLER'S AGENT  
IN REGARD TO THE SALE OF CERTAIN SURPLUS VILLAGE-OWNED REAL ESTATE**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood have the authority to acquire and sell parcels of real estate pursuant to its responsibility to protect the public health, safety, welfare and tax base of the Village of Maywood. The Village of Maywood (the "Village") has acquired title to certain parcels of vacant, surplus Village-owned real estate pursuant to such authority; and

**WHEREAS**, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), the President and Board of Trustees of the Village of Maywood declare the following parcels of real estate to be surplus because the property is no longer necessary, useful to or for the best interests of the Village (the "Surplus Village-Owned Real Estate") and the President and Board of Trustees desire to sell the Surplus Village-Owned Real Estate:

**SEE AUTHORIZED SURPLUS VILLAGE-OWNED REAL ESTATE LIST  
ATTACHED HERETO AS EXHIBIT "A"**

**WHEREAS**, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), the President and Board of Trustees of the Village direct that the following realtor be retained to list the above designated Surplus Village-Owned Real Estate for sale in "AS-IS, WHERE-IS CONDITION" upon the Illinois Multiple Listing Service at their fair market prices, as determined and approved by the President and Board of Trustees of the Village, after the realtor has presented current sales price data on comparable properties within the Village and its surrounding areas:

**Kirby Pearson, President  
Pearson Realty Group  
1000 North Milwaukee Avenue  
Chicago, Illinois 60642 (the "Broker")**

**WHEREAS**, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), the President and Board of Trustees of the Village approve of a "Broker's Representation Agreement" with the Broker for certain parcels designated as Surplus Village-Owned Real Estate, under which the realtor shall receive certain listing fees and commissions relative to each sale of each parcel of the Surplus Village-Owned Real Estate. The Broker's Representation Agreement, referred to below, is on file with the Village Clerk's Office and is incorporated by reference into this Resolution and made a part hereof as follows:

**Broker's Representation Agreement  
for The Listing And Marketing For Sale Of  
Certain Parcels Of Surplus Village-Owned Real Estate  
(Pearson Realty Group)  
is incorporated herein by reference as Exhibit "B"**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood are authorized, under the Village's home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970 and applicable State law, to take each of the actions and make each of the approvals set forth in this Resolution, and they have determined that it is in the best interests of the Village, its residents, property owners and businesses, to sell the Surplus Village-Owned Real Estate in accordance with the terms of this Resolution and its Exhibits.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** Each of the recitals above is incorporated by reference into this Section 1.

**Section 2:** Pursuant to the Village's home rule powers, as provided by Article VII, Section 6 of the Illinois Constitution of 1970 and applicable State law, the President and Board of Trustees:

- A. Declare the designated Surplus Village-Owned Real Estate listed on the Authorized Surplus Village-Owned Real Estate List attached hereto as Exhibit "A" to be surplus because the properties are no longer necessary, useful to or for the best interests of the Village (the "Surplus Village-Owned Real Estate") and they desire to sell the Surplus Village-Owned Real Estate.
- B. Approve of the listing for sale by Kirby Pearson, President of Pearson Realty Group located at 1000 North Milwaukee Avenue, Chicago, Illinois (the "Broker") of the designated Surplus Village-Owned Real Estate listed on the Authorized Surplus Village-Owned Real Estate List attached hereto as Exhibit "A" in accordance with the Broker's Representation Agreement incorporated herein by reference as Exhibit "B".
- C. Approve the Broker's Representation Agreement (Exhibit "B").

**Section 3:** The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver such documents as may be necessary or convenient to allow the Village to fulfill the directives under this Resolution and the Broker's Representation Agreement. The Village Manager and the Village Attorney are directed to prepare all necessary documents to fulfill the directives under this Resolution and the Broker's Representation Agreement.

**Section 4:** The Village Clerk of the Village of Maywood is directed to publish a copy of this Resolution, at the first opportunity following its passage, in a newspaper published in the municipality or, if none, then in a newspaper published in the county where the municipality is located.

**ADOPTED** this 4<sup>th</sup> day of October, 2016, pursuant to a roll call vote as follows:

**AYES:** Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon,  
M. Rogers and R. Rivers.

**NAYS:** None.

**ABSENT:** Trustee(s) A. Dorris and M. Lightford

**APPROVED** this 5th day of October, 2016, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

*Edna Beebe*

Village President

**ATTEST:**

*Vita Mins by*  
Village Clerk

*J. Ar. Murphy*  
Deputy Clerk



**Exhibit "A"**

**Authorized Surplus Village-Owned Real Estate List**

(attached)

### Residential

#	PIN14	ADDRESS	SELL Type	Buildable Sq. Ft.	Zoning
1	15102300360000	140 South 14th Avenue	MLS-Realtor	3311	R-3
2	15102330170000	121 South 12th Avenue	MLS-Realtor	3297.78	R-3
3	15104030210000	204 South 13th Avenue	MLS-Realtor	3273	R-3
4	15104040340000	234 South 12th Avenue	MLS-Realtor	3277	R-3
5	15104050170000	239 South 12th Avenue	MLS-Realtor	3298	R-3
6	15104050180000	241 South 12th Avenue	MLS-Realtor	2997	R-3
7	15104140260000	420 South 12th Avenue	MLS-Realtor	3270	R-3
8	15104230240000	606 South 13th Avenue	MLS-Realtor	3276	R-3
9	15104230320000	624 South 13th Avenue	MLS-Realtor	3271	R-3
10	15104230370000	634 South 13th Avenue	MLS-Realtor	3269	R-3
11	15104240330000	622 South 12th Avenue	MLS-Realtor	3284	R-3
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14	15104330200000	818 South 14th Avenue	MLS-Realtor	3428	R-3
15	15141280070000	1314 South 4th Avenue	MLS-Realtor	500	R-5
16	15101170180000	4 South 20th Avenue	MLS-Realtor	4688	R-4
17	15104020020000	205 South 15th Avenue	MLS Realtor	37289	R-3
18	15104020030000	205 South 15th Avenue	MLS Realtor	37290	R-3

### Commerical

#	PIN14	ADDRESS	SELL Type	Buildable Sq. Ft.	Zoning
1	15102320020000	1220 St. Charles Road	MLS Realtor	37194	BIP
2	15102320030000	1208 St. Charles Road	MLS Realtor	38813	BIP
3	15111350100000	3 North 6th Avenue	MLS Realtor	5498	C-2
4	15113190110000	408 South 5th Avenue	MLS Realtor	3125	C-2
5	15113190120000	408 South 5th Avenue	MLS Realtor	3125	C-2
6	15141020090000	1002 6th Avenue	MLS Realtor	18750	C-2
7	15141020100000	1002 6th Avenue	MLS Realtor	18750	C-2
8	15141020110000	1002 6th Avenue	MLS Realtor	18750	C-2
9	15141020120000	1002 6th Avenue	MLS Realtor	18750	C-2
10	15141020130000	1002 6th Avenue	MLS Realtor	18750	C-2
11	15141030160000	1023 South 5th Avenue	MLS Realtor	37285	C-2

12	15141180050000	1209 South 7th Avenue	MLS Realtor	36161	R-4
13	15141180060000	1217 South 7th Avenue	MLS Realtor	36162	R-4
14	15141180120000	1212 South 6th Avenue	MLS Realtor	36163	R-4
15	15141180130000	1215 South 7th Avenue	MLS Realtor	36163	R-4
16	15141200010000	1201 South 5th Avenue	MLS Realtor	36161	C-2
17	15141200150000	1243 South 5th Avenue	MLS Realtor	36923	C-2/R-5
18	15141300010000	1307 South 3rd Avenue	MLS Realtor	38714	R-5
19	15141300050000	1312 South 2nd Avenue	MLS Realtor	37307	R-5
20	15141200150000	1243 S. 5th Ave	MLS Realtor	29966	C-2
21	15141510140000	1616 South 5th Avenue	MLS Realtor	37622	R-2
22	15141520010000	1601 South 5th Avenue	MLS Realtor	40277	R-2
23	15141520020000	1601 South 5th Avenue	MLS Realtor	40277	R-2
24	15141520030000	1601 South 5th Avenue	MLS Realtor	40277	R-2
25	15152010030000	1510 Madison Street	MLS Realtor	6250	C-2
26	15152080010000	1030 South 17th Avenue	MLS Realtor	3125	OS
27	15103310270000	1719 Madison St.	MLS Realtor	29,000	R4
28	15152330230000	960 North Maywood Drive	MLS Realtor	1250	R-2
29	15152330240000	960 North Maywood Drive	MLS Realtor	1250	R-2
30	15113190150000	402 South 5th Avenue	MLS Realtor	3125	C-2
31	15141280020000	1309 South 5th Avenue	MLS Realtor	6600	C-2
32	15141270140000	1304 S. 5th Ave.	MLS Realtor	4379	C-2
33	15111360060000	11 N. 5th Ave.	MLS Realtor	2007	C-2
34	15111360050000	13 N. 5th Ave.	MLS Realtor	2007	C-2
35	15113590150000	507-509 Madison	MLS Realtor	40413	C-2
36	15112050020000	221 N. 1st Ave.	MLS Realtor	22,000	C-2
37	15102260700000	1001 St.Charles	MLS Realtor	126000	M1
38	15113510070000	800-820 South 5th Avenue	MLS Realtor	33,000 blk	C-2
39	15113280010000	511-519 S. 5th Ave	MLS Realtor	33,000 blk	C-2
40	15113360030000	601-615 S. 5th (Grocery)	MLS Realtor	20,000	C-2

**Exhibit "B"**

**Broker's Representation Agreement  
for The Listing And Marketing For Sale Of  
Certain Parcels Of Surplus Village-Owned Real Estate**

**(Pearson Realty Group)**

(incorporated herein by reference)

**BROKER'S REPRESENTATION AGREEMENT  
FOR THE LISTING AND MARKETING FOR SALE OF  
CERTAIN PARCELS OF SURPLUS VILLAGE-OWNED REAL ESTATE**

**(PEARSON REALTY GROUP)**

In consideration of the professional real estate services to be performed by Pearson Realty Group of 1000 North Milwaukee Avenue, Chicago, Illinois (the "Broker"), the Village of Maywood (the "Village") agrees that the Broker shall have the exclusive right to act as the listing agent and seller's negotiating agent for the Village in the sale of certain designated and authorized Village-owned residential zoned and commercial zoned real estate parcels that are covered by this Agreement for a one (1) calendar year time period commencing on the date the last signatory signs this Agreement ("Term"). The term "Broker" includes any employee or agent of the Broker who works on behalf of the Village under the terms of this Agreement.

The Broker and the Village agree as follows:

1. Marketing and Sale of Village Parcels; Broker's Commission. The Broker shall list and market for sale each of the real estate parcels covered by this Agreement with the Illinois Multiple Listing Service and every other advertising medium (e.g., internet, newspapers, brochures and flyers, etc.) that real estate professionals utilize to advertise real estate for sale in accordance with the terms and conditions set forth in the Broker's "Listing Broker Application & Marketing Plan" provided to the Village in response to the Village's 2016 "Request for Proposal for Real Estate Broker Services" (the "Broker's Listing and Fee Schedule"). A copy of the 2016 Broker's Listing and Fee Schedule is attached hereto as Exhibit "A" and made a part hereof. Where the Broker's Listing and Fee Schedule lists a five percent (5%) to six percent (6%) commission range or a commission that is "to be determined by the parties", the Parties agree to set forth the applicable commission amount in writing before the Parcel(s) is listed and marketed for sale and, in the event that the Broker fails to do so, the Broker's commission shall be the lowest commission set forth in the Broker's Listing and Fee Schedule.

- A. Obligation to Pay Broker's Commission. The Broker's commission shall be earned only upon the completion of a closing consummated by the full funding of the sales price and exchange of title to the Parcel. The Broker's commission shall be payable only at closing, from the sales proceeds of the closing. The Broker is solely obligated to pay any cooperating broker's commission. The Broker's commission is due and payable at closing if the Parcel is sold within the Term of this Agreement or the Real Estate Sales Contract is fully executed within the Term of this Agreement, but the closing occurs after the expiration of the Agreement. No commission will be paid if full funding of the sales price is not received and an exchange of title is not completed.
- B. Marketing Funds. The Village agrees to pay to the Broker an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00) on a reimbursable basis for actual incurred marketing and listing expenses (i.e., signage, media advertising costs, promotional materials, related postage, other fees associated with marketing and listing the Parcels for sale).

2. Designated Village-Owned Real Estate Parcels. The Broker is authorized to list for sale and market only the following designated and authorized Village-owned residential zoned and commercial zoned real estate parcels (the "Parcels" or "Parcel"); See, the "List of Village Parcels (Residential and Commercial Zoned Real Estate) Subject To Representation Agreement For The Listing And Marketing For Sale Of Certain Parcels Of Surplus Village-Owned Real Estate (Pearson Realty Group)" (the "List"), which is attached hereto as Exhibit "B" and made a part hereof. No real estate properties shall be added to this List (Exhibit "B") without the prior approval of an addendum to this Agreement by the Village Board.

3. Surplus Property Declaration; Setting of Sale Prices; Commission. The Parties shall reach mutual agreement on the method of sale, Broker's commission amount, range of sales price authority (both initial listing



price and lowest authorized sales price) of each of the Parcels listed on the attached List (Exhibit "B"). Each of the Parcels listed on the List have been declared by ordinance to be "surplus Village-owned real estate" by the Village Board and this Agreement has been approved as the means for disposal of these "surplus" Parcels.

4. Real Estate Sales Contracts. Sales Price Authority. Subject to the final approval by the Maywood Village Board of a Real Estate Sales Contract for each Parcel that is consistent with the terms of this Agreement, the Village desires that the Broker assist in securing binding and enforceable Real Estate Sales Contracts for the designated Parcels. The Broker agrees to list and market the Parcel(s) for sale only in accordance with written Village direction, the pricing authority and the agreed-upon commission amount as given by the Village Board or the Village Manager, who shall provide written direction to the Broker that confirms the property address(es), PIN(s), commission amount, and authorized sales price and/or acceptable price range for purposes of engaging the Broker to list and market for sale the Parcel(s).

5. Other Village Properties. The Broker understands that the Village has multiple properties in its real estate inventory. The Broker also understands and agrees that the Village has only authorized and directed the listing and marketing for sale of only the designated Parcels on the List (Exhibit "B") during the Term of this Agreement, and that the Village, in its sole discretion, may choose to not list certain other real estate properties with the Broker. For those real estate properties that the Village does not authorize the Broker to list for sale, the Village reserves the right to market such real estate properties for sale by itself or by using another real estate broker(s).

6. Monthly Status Reports. The Broker shall keep the Village (Village Board and Village Manager) informed on a monthly basis, with monthly written reports and/or live presentations (as requested by the Village), in regard to interest in the Parcels and shall provide the identity of each prospective purchaser or purchaser's agent and all purchase offers tendered relative to the Parcels.

7. Exclusive Agent. The Broker agrees to be the exclusive agent of the Village and will not have any other dual agencies with respect to the Parcels. In the event that a transaction arises that would necessitate a dual agency relationship by the Broker, the Broker will present the transaction to the Village Board and the Village Board, in its sole discretion, will decide whether to approve the dual agency relationship for the transaction. If a dual agency relationship is to be approved, a dual agency agreement, in a form mutually agreeable to the Parties, shall be approved by the Parties.

8. Negotiating in the Village's Best Interest; Sales Contract Preparation.

- A. Fiduciary Duty. The Broker agrees that he/she has a fiduciary duty to represent the best interests of the Village in order that the Village may sell each Parcel at the highest possible sale price. The Broker shall keep confidential the lowest acceptable sale price established by the Village Board for any Parcel.
- B. Sale Price. The Broker shall negotiate a final sale price for each Parcel that falls within the price range authorized by the Village Board. The Broker agrees that he/she cannot offer a sale price that is less than the lowest sale price approved by the Village Board. If the Broker offers a sale price that is less than the approved lowest sale price, the Broker shall be obligated to pay the difference between the final sale price and the lowest approved sale price.
- C. Sales Contracts. When negotiating a Real Estate Sales Contract and a final sale price for a Parcel, the Broker is authorized to communicate with and work with the Village Manager and the Village Attorney. The Broker will provide the Village Manager and the Village Attorney with copies of the draft Real Estate Sales Contract and any Riders for review and editing, and the Broker shall use only the final versions of the Real Estate Sales Contract and Rider(s), as approved by the Village Manager and the Village Attorney, for each transaction. The Broker shall promptly cooperate with and take direction from the Village Manager and the Village Attorney relative to any matters

involving the Real Estate Sales Contract terms, offers and counter-offers regarding purchase price and Real Estate Sales Contract negotiations in order to secure a binding and enforceable Real Estate Sales Contract that is in conformance with the direction of the Village Board.

9. Closing Activities. The Broker shall assist with the closing activities customarily handled by realtors.

10. Limitation on Broker Purchasing Parcels. The Broker and his/her employees and agents shall not purchase any of the Parcels at any time during the Term of this Agreement or within three (3) months after its expiration, absent the written consent of the Village Board, which may be withheld. The Broker and his/her employees and agents shall not execute any agreement that would provide him/her/they with an undisclosed ownership interest in a Parcel at any time during the Term of this Agreement or within three (3) months after its expiration. The Broker and his/her employees and agents shall not execute any agreement that would otherwise frustrate the Village's efforts in selling the Parcels.

11. Expiration of Agreement. The Broker shall have no right to sell or list any of the unsold Parcels at any time after the expiration of this Agreement, absent the written consent of the Village, which may be withheld.

12. No Solicitation; Pending Sales. In the event this Agreement expires and the Broker has not secured a Real Estate Sales Contract for one or more of the Parcels on behalf of the Village, the Broker and his/her employees and agents shall not contact or solicit or work with any prospective purchasers who desire to purchase or lease a Parcel for a three (3) month period following the expiration date of this Agreement, unless the Village, in its sole discretion, consents to such conduct in writing. In the event that the Broker is actively working with a prospective buyer at the time that this Agreement expires and the Broker provides written proof of an active broker / prospective buyer relationship within five (5) calendar days of the expiration date of this Agreement to the Village, the Broker will have a thirty (30) calendar day protection period in which to deliver to the Village a purchase offer contract from the buyer. If the purchase offer is accepted by the Village and the transaction closes, the Broker will be entitled to the commission provided for in this Agreement. The Broker shall deliver a list to the Village within five (5) calendar days of the expiration of this Agreement that contains the names and addresses of each prospective buyer, the addresses of the properties that the Broker has actively marketed to these prospective buyers and written proof of an active, ongoing broker / prospective buyer relationship with these prospective buyers. Based on the information supplied by the Broker, the Village Board, in its discretion, will decide whether or not there has been an active, ongoing broker / prospective buyer relationship with these prospective buyers.

13. Sale Terms Generally. Subject to final approval by the Village Board of an acceptable sale price for each Parcel and other terms that may be necessary for any particular Parcel, the general purchase terms will include: an agreed upon Broker's commission, a five percent (5%) earnest money deposit, forty-five (45) to sixty (60) days closing date after the Real Estate Sales Contract is fully executed and approved by the Village Board, delivery of good and marketable title and possession at closing, no liens or other encumbrances to be placed on title to the Parcel by purchaser prior to closing, sale of Parcel in "AS-IS, WHERE-IS" condition including soil, ground water and other environmental conditions, a home inspection, a temporary access agreement (prepared by the Village Attorney) is required to be signed by the purchaser prior to conducting any environmental assessment on the Parcel, required disclosures for residential properties and other specific terms acceptable to the Village that will be determined on a parcel-by-parcel basis.

14. Broker: Indemnification; Defend; Hold Harmless. The Broker agrees to defend, indemnify and hold harmless the Village of Maywood and its appointed and elected officials, mayor and board of trustees, employees, volunteers and agents against all losses, damages and claims of any kind and any demands, damages, settlements, judgments and litigation expenses and attorneys' fees, which arise out of any administrative action, dispute or lawsuit of any kind filed by a cooperating broker or prospective purchaser or other third party against the Village and its appointed and elected officials, mayor and board of trustees, employees, volunteers and agents for the acts or omissions of the Broker or its employees and agents in relation to any matters covered by this Agreement.

15. Village: Indemnification; Defend; Hold Harmless. The Village agrees to defend, indemnify and hold harmless the Broker and its employees and agents against all losses, damages and claims of any kind and any demands, damages, settlements, judgments and litigation expenses and attorneys' fees, which arise out of any administrative action, dispute or lawsuit of any kind filed by a prospective purchaser or other third party against the Broker or its employees and agents for the acts or omissions of the Village of Maywood and its appointed and elected officials, mayor and board of trustees, employees and agents in relation to a breach of a timely, fully executed Real Estate Sales Contract, provided the Broker and its employees and agents conduct conformed to the terms of this Agreement.

16. Lease Option. If the Broker presents a person interested in leasing a Parcel and the Village, in its sole discretion, agrees to lease the Parcel to the person, the commission payable to the Broker for leasing the Parcel shall be agreed upon by the Parties under a separate lease commission agreement that is mutually agreeable to the Parties.

17. Assignment; Amendment. This Agreement shall not be assigned by either Party without the written approval of the other Party, which approval can be withheld for any reason. This Agreement can be modified only in writing and by mutual consent of the Parties.

18. Conflict Between Agreement and Exhibits. In event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the attached Exhibits, the terms and conditions of this Agreement shall control.

19. Venue and Applicable Law. The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois. The Broker and the Village agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

20. Severability. The invalidity of any portion of this Agreement shall not affect the enforceability of the remaining portions of the document. In the event that any portion or portions contained shall be declared invalid by a court of competent jurisdiction, this Agreement shall be constructed so as to make the portions or portion valid or, if such construction is not legally possible, as if such invalid portion or portions had not been inserted.

21. Notices. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by certified United States Mail, return receipt requested and postage prepaid, or (d) email transmission to the business email address of the person, followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the Parties at their respective addresses as listed below:

**Village of Maywood:**  
Willie Norfleet, Jr., Village Manager  
40 East Madison Street  
Maywood, Illinois 60153  
Phone: 708-450-6301  
E-mail: [wnorfleet@maywood-il.org](mailto:wnorfleet@maywood-il.org)

**Pearson Realty Group:**  
Kirby Pearson, President  
1000 North Milwaukee Avenue  
Chicago, Illinois 60642  
Phone: 773-325-2800 or 312-805-0005  
E-mail: [Kirby@pearsonrealtygroup.com](mailto:Kirby@pearsonrealtygroup.com)

22. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters covered herein.

**Pearson Realty Group**

By: \_\_\_\_\_  
Kirby Pearson, President

Date: \_\_\_\_\_, 2016

**Notary Public**

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

Date: \_\_\_\_\_, 2016

**Village of Maywood**

By: \_\_\_\_\_  
Edwenna Perkins, Village President

Date: \_\_\_\_\_, 2016

**Village Clerk**

By: \_\_\_\_\_  
Viola Mims

Date: \_\_\_\_\_, 2016

**Exhibit "A"**

**2016 Broker's Listing and Fee Schedule  
from Pearson Realty Group**

(attached)

## J Murphy

---

**From:** David McLennan [david@pearsonrealtygroup.com]  
**Sent:** Friday, October 07, 2016 1:35 PM  
**To:** Angela Smith; J Murphy  
**Subject:** fee schedule

EXHIBIT 'A'

Hello Angela - What we agreed to at our most recent meeting was this:

On individual properties or properties being sold in "bundles", we will charge a commission of 5% of the sales price for anything that sells for \$50,000 or more.. We will offer half of this, or 2.5%, to any cooperating broker who sells the property or bundle in question.

For properties under \$50,000, we will charge a flat fee of \$2500. From this amount, we will offer cooperating brokers a commission of \$1000.

If we market a bundle of individual properties, and we encounter a buyer who only wishes to buy one property out of the bundle, we agreed to address that on a case by case basis.

In regards to Tax Reactivation properties, or ANLAP lots, I don't believe that we came to any concrete agreement as to what the commission would be.

I hope this answers any questions that you may have had.

Please contact me if you have any other questions or concerns.

Sincerely,

--

David McLennan

Pearson Realty Group  
1000 N Milwaukee Ave  
Chicago, IL 60642

O) 773-325-2800  
C) 312-925-7938  
F) 312-276-8872

<mailto:david@pearsonrealtygroup.com>

<http://www.pearsonrealtygroup.com>

[Click Here to Search the MLS](#)

**Exhibit "B"**

**List of Village Parcels (Residential and Commercial Zoned Real Estate)  
Subject To Representation Agreement For The Listing And Marketing  
For Sale Of Certain Parcels Of Surplus Village-Owned Real Estate**

**(Pearson Realty Group)**

(attached)

## Exhibit "B"

### Residential

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16	15101170180000	4 South 20th Avenue	MLS-Realtor	4688	R-4
17	15104020020000	205 South 15th Avenue	MLS Realtor	37289	R-3
18	15104020030000	205 South 15th Avenue	MLS Realtor	37290	R-3

### Commerical

#	PIN14	ADDRESS	SELL Type	Buildable Sq. Ft.	Zoning
1	15102320020000	1220 St. Charles Road	MLS Realtor	37194	BIP
2	15102320030000	1208 St. Charles Road	MLS Realtor	38813	BIP
3	15111350100000	3 North 6th Avenue	MLS Realtor	5498	C-2
4	15113190110000	408 South 5th Avenue	MLS Realtor	3125	C-2
5	15113190120000	408 South 5th Avenue	MLS Realtor	3125	C-2
6	15141020090000	1002 6th Avenue	MLS Realtor	18750	C-2
7	15141020100000	1002 6th Avenue	MLS Realtor	18750	C-2
8	15141020110000	1002 6th Avenue	MLS Realtor	18750	C-2
9	15141020120000	1002 6th Avenue	MLS Realtor	18750	C-2
10	15141020130000	1002 6th Avenue	MLS Realtor	18750	C-2
11	15141030160000	1023 South 5th Avenue	MLS Realtor	37285	C-2



12	15141180050000	1209 South 7th Avenue	MLS Realtor	36161	R-4
13	15141180060000	1217 South 7th Avenue	MLS Realtor	36162	R-4
14	15141180120000	1212 South 6th Avenue	MLS Realtor	36163	R-4
15	15141180130000	1215 South 7th Avenue	MLS Realtor	36163	R-4
16	15141200010000	1201 South 5th Avenue	MLS Realtor	36161	C-2
17	15141200150000	1243 South 5th Avenue	MLS Realtor	36923	C-2/R-5
18	15141300010000	1307 South 3rd Avenue	MLS Realtor	38714	R-5
19	15141300050000	1312 South 2nd Avenue	MLS Realtor	37307	R-5
20	15141200150000	1243 S. 5th Ave	MLS Realtor	29966	C-2
21	15141510140000	1616 South 5th Avenue	MLS Realtor	37622	R-2
22	15141520010000	1601 South 5th Avenue	MLS Realtor	40277	R-2
23	15141520020000	1601 South 5th Avenue	MLS Realtor	40277	R-2
24	15141520030000	1601 South 5th Avenue	MLS Realtor	40277	R-2
25	15152010030000	1510 Madison Street	MLS Realtor	6250	C-2
26	15152080010000	1030 South 17th Avenue	MLS Realtor	3125	OS
27	15103310270000	1719 Madison St.	MLS Realtor	29,000	R4
28	15152330230000	960 North Maywood Drive	MLS Realtor	1250	R-2
29	15152330240000	960 North Maywood Drive	MLS Realtor	1250	R-2
30	15113190150000	402 South 5th Avenue	MLS Realtor	3125	C-2
31	15141280020000	1309 South 5th Avenue	MLS Realtor	6600	C-2
32	15141270140000	1304 S. 5th Ave.	MLS Realtor	4379	C-2
33	15111360060000	11 N. 5th Ave.	MLS Realtor	2007	C-2
34	15111360050000	13 N. 5th Ave.	MLS Realtor	2007	C-2
35	15113590150000	507-509 Madison	MLS Realtor	40413	C-2
36	15112050020000	221 N. 1st Ave.	MLS Realtor	22,000	C-2
37	15102260700000	1001 St.Charles	MLS Realtor	126000	M1
38	15113510070000	800-820 South 5th Avenue	MLS Realtor	33,000 blk	C-2
39	15113280010000	511-519 S. 5th Ave	MLS Realtor	33,000 blk	C-2
40	15113360030000	601-615 S. 5th (Grocery)	MLS Realtor	20,000	C-2

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 annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2016-30**

**A RESOLUTION APPROVING AND AUTHORIZING A BROKER'S REPRESENTATION AGREEMENT AND THE DISPOSAL AND SALE OF CERTAIN SURPLUS VILLAGE-OWNED REAL ESTATE AND THE APPROVAL OF PEARSON REALTY GROUP TO ACT AS SELLER'S AGENT IN REGARD TO THE SALE OF CERTAIN SURPLUS VILLAGE-OWNED REAL ESTATE**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 4th day of October, 2016, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 5<sup>th</sup> day of October, 2016.

I further certify that the vote on the question of the passage of said Resolution 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:** Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon,  
M. Rogers and R. Rivers.

**NAYS:** None.

**ABSENT:** Trustee(s) A. Dorris and M. Lightford

I do further certify that the original Resolution, 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 5<sup>th</sup> day of October, 2016.



*Viola Mims*  
\_\_\_\_\_  
Village Clerk     *[Signature]*  
Deputy Clerk

[SEAL]