

*VILLAGE OF*  
**STEGER**  
BOARD OF TRUSTEES  
SPECIAL MEETING AGENDA

**MARCH 28, 2016**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE PARTICIPATION
- E. NEW BUSINESS:

ORDINANCE NO. 1123

ORDINANCE AUTHORIZING APPROVING  
A REAL ESTATE CONTRACT TO  
PURCHASE REAL PROPERTY BY AND  
BETWEEN SABRE INVESTMENTS, LLC.,  
OWNER OF RECORD OF A CERTAIN TAX  
CERTIFICATE TO THE PROPERTY, AND  
THE VILLAGE OF STEGER, COOK AND  
WILL COUNTIES, ILLINOIS FOR THE  
FUTURE DEVELOPMENT AND  
IMPROVEMENT OF VILLAGE  
INFRASTRUCTURE

- F. ADJOURNMENT

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**THE VILLAGE OF STEGER  
COOK AND WILL COUNTIES, ILLINOIS**

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**ORDINANCE NUMBER** *1123*

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**AN ORDINANCE APPROVING A REAL ESTATE CONTRACT  
TO PURCHASE REAL PROPERTY BY AND BETWEEN SABRE  
INVESTMENTS, LLC., OWNER OF RECORD OF A CERTAIN  
TAX CERTIFICATE TO THE PROPERTY, AND THE VILLAGE  
OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR  
THE FUTURE DEVELOPMENT AND IMPROVEMENT OF  
VILLAGE INFRASTRUCTURE**

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**KENNETH A. PETERSON, JR., Village President  
CARMEN "TORY" RECUPITO, Village Clerk  
MICHAEL J. TILTON, Village Administrator**

**LEONARD SKREZYNA, JR.  
MICHAEL SAREK  
TIM PERCHINSKI  
ERNIE LOPEZ JR.  
WILLIAM J. JOYCE  
RYAN A. BUXTON**

**Trustees**

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**AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO PURCHASE REAL PROPERTY BY AND BETWEEN SABRE INVESTMENTS, LLC., OWNER OF RECORD OF A CERTAIN TAX CERTIFICATE TO THE PROPERTY, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE**

**WHEREAS**, the Village of Steger, Cook and Will Counties, Illinois (hereinafter the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President and Village Board of Trustees, (collectively the "Corporate Authorities") are committed to ensuring that the existing infrastructure within the Village of Steger is maintained in a safe and working manner; and

**WHEREAS**, the Corporate Authorities recognize the need to acquire real property for the public purposes of providing such infrastructure improvements; and

**WHEREAS**, in connection with the foregoing, the Village desires to acquire certain real property, through the assignment of a Delinquent Tax Certificate numbered 13S-0000138 and subsequent obtaining of a Tax Deed on behalf of the Village of Steger for the property commonly known as: AN IRREGULAR SHAPED PARCEL LOCATED ON THE WEST SIDE OF COTTAGE GROVE AVENUE LYING NORTH OF AND ADJOINING 22540 COTTAGE GROVE AVENUE, STEGER, ILLINOIS Illinois, and legally described as follows (the "Property");

**THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, LYING SOUTH OF A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 LYING WEST OF THE CENTERLINE OF COTTAGE GROVE AVENUE, AS ESTABLISHED BY THE COOK COUNTY, ILLINOIS, HIGHWAY DEPARTMENT ON JUNE 22, 1943 AND LYING NORTH OF THE FOLLOWING DESCRIBED PARCEL:**

**COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 35, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35, 800 FEET TO A POINT, SAID POINT, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED LINE, 92.40 FEET TO A POINT: THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, WHICH MAKES AN ANGLE OF 118 DEGREES, 26 MINUTES, 30 SECONDS WITH THE WEST LINE OF SECTION 35, WHEN TURNED FROM THE SOUTH TO THE NORTHEAST, A DISTANCE OF 757.41 FEET TO A POINT ON THE CENTERLINE OF COTTAGE GROVE AVENUE, AS ESTABLISHED BY THE COOK COUNTY, ILLINOIS HIGHWAY DEPARTMENT ON JUNE 22, 1943; THENCE**

SOUTHEASTERLY ALONG SAID CENTERLINE, A DISTANCE OF 517.05 FEET TO THE POINT OF INTERSECTION WITH A LINE 800 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 912.65 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: VACANT LAND, STEGER, ILLINOIS  
Permanent Index No.: 32-35-100-033-0000, and;

**WHEREAS**, in furtherance of the direction of the Village Board to move forward with the purchase of the Property, the Village Prosecutor shall be empowered to enter into a contract to so purchase the property, said contract offer is attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the Corporate Authorities have determined that the Real Estate Contract for purchase of the Property is in the best interests of the Health, Safety and Welfare of the residents of the Village of Steger.

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of Steger, Cook and Will Counties, Illinois, as follows:

**Section 1.** The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Real Estate Contract between Sabre Investments, LLC., Owners of Record, and the Village of Steger, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved in the form presented to the Village Board.

**Section 3.** The Corporate Authorities ratify all prior acts the Village Prosecutor has undertaken to execute the Real Estate Contract, hereby designate the Village Prosecutor as an authorized signer of the Real Estate Contract, and further direct the Village President, Village Administrator, Village Prosecutor and other Village officials and Officers to execute all necessary documentation to complete satisfaction of the Real Estate Contract and to take such actions as necessary to carry out the intent and purpose of this Ordinance and Real Estate Contract.

**Section 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted this \_\_\_\_\_ Day of March, 2016 pursuant to a roll call vote as follows:

## REAL ESTATE CONTRACT

1. Seller, SABRE INVESTMENTS, LLC, hereby agrees to convey/assign to Purchaser, Village of Steger., and/or his assignee, a certain Delinquent Tax Certificate numbered 13S-0000138 and obtain a Tax Deed on behalf of Purchaser to the real estate commonly known as: AN IRREGULAR SHAPED PARCEL LOCATED ON THE WEST SIDE OF COTTAGE GROVE AVENUE LYING NORTH OF AND ADJOINING 22540 COTTAGE GROVE AVENUE, STEGER, ILLINOIS and legally described as:

That part of the West 1/2 of the Northwest 1/4 of Section 35, Lying South of a line 300 feet South of and parallel to the North Line of Said Northwest 1/4, lying West of the centerline of Cottage Grove Avenue, as established by the Cook County, Illinois, Highway Department on June 22, 1943 and lying North of the following described parcel:

Commencing at the Southwest corner of the Northwest 1/4 of Section 35, thence North along the West line of said Section 35, 800 feet to a point said point, being the point of beginning; thence Northeasterly along a straight line, which makes an angle of 118 degrees, 26 minutes, 30 seconds with the West line of Section 35, when turned from the South to the Northeast, a Distance of 757.41 feet to a point on the centerline of Cottage Grove Avenue, as established by the Cook County, Illinois Highway Department on June 22, 1943; thence Southeasterly along said centerline, a distance of 517.05 feet to the point of intersection with a line 800 feet North of and parallel to the South line of the Northwest 1/4 of section 35; thence West along said parallel line, a distance of 912.65 feet to the point of beginning, all in Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.  
Permanent Index Number: 32-35-100-033-0000

2. The purchase price is \$10,000.00.
3. The balance of \$10,000.00 shall be due March 30, 2016.
4. This is an "as is where is" transaction. Seller specifically excludes any and all warranties, including, but not limited to, warranties of fitness, habitability, and /or merchantability.
5. **Closing shall be on or about March 30, 2016. Seller shall assign its Delinquent Tax Certificate to Purchaser upon delivery of the full purchase price to Seller.**
6. Title shall be conveyed in the form of a Tax Deed subject to the terms and conditions as stated below.
7. Title shall be conveyed by a Tax Deed in Purchaser's name, subject only to: general taxes for the year 2<sup>nd</sup> 2015 and subsequent years; special taxes and/or assessments for improvements not yet completed; installments, if any, for special taxes and/or assessments not yet due or not yet completed; building lines; building and liquor restrictions of record; building and zoning laws and ordinances; private, public and utility easements; covenants and restrictions of record; party wall rights and agreements; existing leases and tenancies; if any; local, municipal, county, state, and/or federal building, zoning, and housing codes and violations thereof; if any; and any proceedings by Village of Steger, if any; and restrictions of record not affected by the issuance of a tax deed.
8. There shall be no prorations.
7. The closing shall take place at the office of Seller's attorney.
8. In the Event Purchaser desires a survey or a title commitment, Purchaser shall obtain the same at purchaser's cost.

DATE: March 22, 2016

TRUSTEE/OFFICIAL	YES	NO	ABSENT
Leonard Skrezyna, Jr.			
Michael Sarek			
Tim Perchinski			
Ernie Lopez Jr.			
William J. Joyce			
Ryan A. Buxton			
Kenneth A. Peterson, Jr., Village President			

APPROVED by the Village President on March 28, 2016.

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Kenneth A. Peterson, Jr.  
Village President

ATTEST:

\_\_\_\_\_  
Carmen "Tory" Recupito  
Village Clerk

Purchaser(s): Village of Steger

BY: \_\_\_\_\_

Kenneth A. Peterson, Jr.

Address: 3320 Lewis Avenue  
Steger, IL 60475

Phone: 708-754-3395

FEIN#

Seller: SABRE INVESTMENTS, LLC

BY: \_\_\_\_\_

120 W. Madison

Suite 918

Chicago, IL 60602

(phone) 312-251-1333

(fax) 312-251-0133

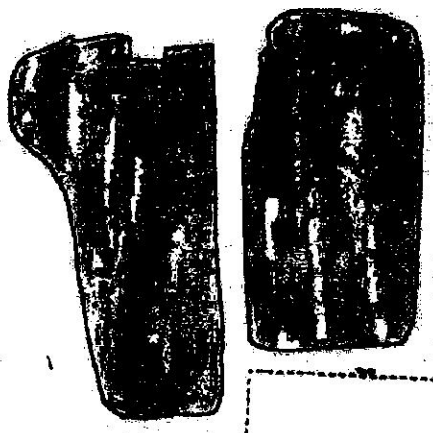
## CONDITIONS AND STIPULATIONS

1. This is an "as is where is" transaction. Seller makes no representations or warranties regarding the property.
2. If prior to the closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract, at the option of the Purchaser, shall become null and void, and the earnest money shall be refunded to the Purchaser.
3. If the survey discloses any improper location of improvements, or encroachments, Purchaser shall make every effort to obtain a title commitment policy which insures over said encroachment or other defect. However, such a defect is not grounds to declare this contract null and void, and Purchaser shall comply with the terms of this contract in the face of any such defect.
4. Time is of the essence in this contract.
5. **All notices or other communications which may be made pursuant to this contract or which may be necessary or convenient in connection with this contract shall be made in writing and shall be made to the parties hereto at the addresses which appear after their names by personal delivery, certified mail, and/or electronic mail, and/or electronic mail to kenny@rochmangroup.com. In the case of notice by mailing, notice shall be deemed to be given as of the date the notice is placed in the mail, postage pre-paid.**
6. **In the event of Seller's default under this contract, Purchaser's sole remedy shall be a refund of the earnest money. In the event of Purchaser's default under this contract, Seller's sole remedy shall be to declare the contract null and void and the earnest money and all other funds paid to Seller, shall be forfeited to Seller. Further, in the event of default, Seller or Purchaser shall send notice pursuant to Paragraph 7 of the Conditions and Stipulations and upon two weeks from said notice, the contract shall be deemed null and void.**



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← COTTAGE GROVE

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22,520  
COTTAGE GROVE

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"B"

JIM JOHNSON LN

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