

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) X Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : March 28, 2023 **(BOT) Date:** April 6, 2023

SUBJECT: Intergovernmental Agreement Between the Helen M. Plum Memorial Library District and the Village of Lombard – Purchase and Sale of 25 West Maple Street

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development

BACKGROUND/POLICY IMPLICATIONS:

The Helen M. Plum Memorial Library District, the Lombard Park District and the Village of Lombard are proceeding in entering into a series of intergovernmental agreements associated with the future disposition of the existing Helen M. Plum Memorial Library building and property at 110 West Maple Street. Among the identified actions in this effort is the real estate transfer of the subject property at 25 West Maple Street from the Library District to the Village through an intergovernmental agreement (IGA). The attached Ordinance and IGA authorizes the Village acquisition of the subject property from the Library District for a price of \$187,500.

In order to effectuate the Agreement between the parties in a timely manner, a waiver of First Reading of the Ordinance is requested.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.



MEMORANDUM

TO: President Keith T. Giagnorio
Village Board of Trustees

FROM: Scott R. Niehaus, Village Manager *SRN*

MEETING DATE: April 6, 2023

SUBJECT: Acquisition of Real Estate: 25 West Maple Street

As the Village Board is aware, the Helen M. Plum Memorial Library District, the Lombard Park District and the Village of Lombard are proceeding in entering into a series of intergovernmental agreements associated with the future disposition of the existing Helen M. Plum Memorial Library building and property at 110 West Maple Street. Among the identified actions in this effort is the real estate transfer of the subject property at 25 West Maple Street (south of the existing Library) from the Library District to the Village of Lombard through an intergovernmental agreement (IGA). The attached Ordinance and IGA authorizes the Village acquisition of the subject property from the Library District for a price of \$187,500. This price was derived through an appraisal effort by the Village earlier this year and through subsequent discussions with the Library District.

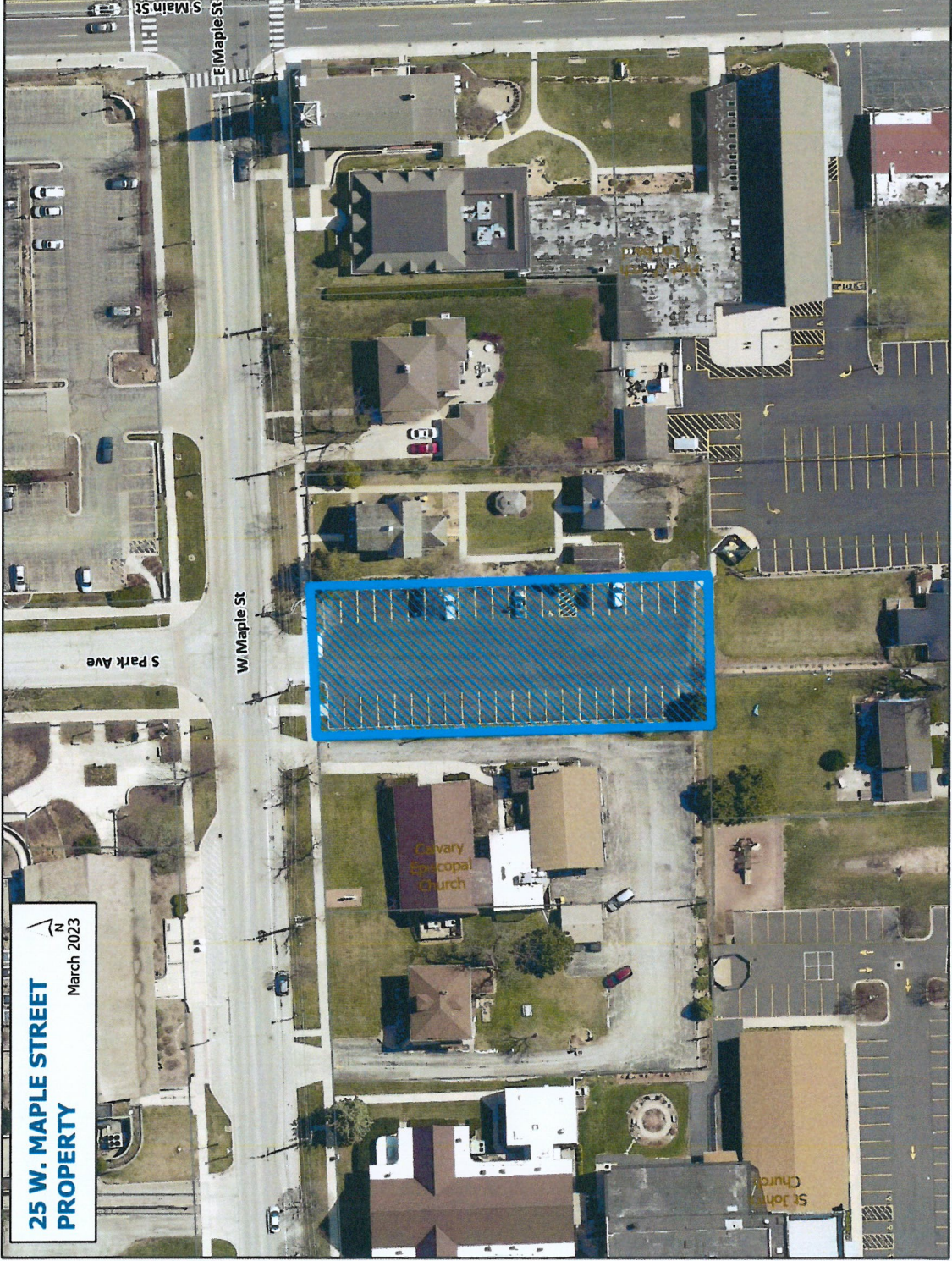
Once acquired, the Village would assume all maintenance rights and obligations to the subject property and the existing parking lot. The lot would continue to be available for visitors to the abutting Lombard Historical Society Victorian Cottage Museum and Carriage House property. Other parking spaces are envisioned to be available for downtown visitors, businesses and employees, similarly to other Village owned parking lots in the downtown area.

Separately, the 44 existing parking spaces located on the Edward-Elmhurst Healthcare property at 130 South Main Street and currently intended for the use of existing library patrons may also be subject to a separate parking agreement effort.

ACTION REQUESTED:

An Ordinance authorizing the purchase and sales agreement for the property at 25 West Maple Street from the Helen Plum Memorial Library District and pursuant to the Local Government Property Transfer Act is being placed on the April 6, 2023 Village Board agenda for consideration and approval.

In order to effectuate the Agreement between the parties in a timely manner, staff requests a waiver of First Reading of the Ordinance.



25 W. MAPLE STREET
PROPERTY

March 2023

**ORDINANCE AUTHORIZING AND DIRECTING THE PURCHASE OF
THE PROPERTY OF THE HELEN M. PLUM MEMORIAL LIBRARY DISTRICT
COMMONLY KNOWN AS 25 W. MAPLE BY THE VILLAGE OF LOMBARD AND
ADOPTING A REAL ESTATE PURCHASE AND SALES AGREEMENT WITH THE
THE HELEN M. PLUM MEMORIAL LIBRARY DISTRICT**

WHEREAS, the Board of Trustees of the Helen M. Plum Memorial Library District (the "Library District") is the owner of certain real property located at 25 W. Maple Street, Lombard, Illinois, (the "Property"), as legally described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the Board of Trustees of the Library District has determined that the Property has or will become unnecessary for the uses of the Library District; and

WHEREAS, the Board of Trustees of the Library District has determined by resolution that it is in the best interests of the Library District to sell the Property to the Village in accordance with the Local Government Property Transfer Act, and the Library District shall record a certified copy of said resolution, along with all attachments thereto, in the DuPage County Recorder's Office, as required by 50 ILCS 605/2(a). (50 ILCS 605/0.01 et seq.); and

WHEREAS, the Village desires to purchase said Property and, by this Ordinance, does hereby declare, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1, et seq., that it is necessary and convenient for the Village to use, occupy and/or improve the aforesaid Property for a public purpose; and

WHEREAS, the Village has determined that it is in the best interests of the Village to purchase the Property in accordance with the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.); and

WHEREAS, Article VII, §10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permit the Library District and the Village to contract among themselves;

NOW, BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1. The preamble recitals of this Ordinance are adopted as if fully set forth herein.

Section 2. That the Real Estate Purchase and Sales Contract attached hereto as EXHIBIT B is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute the same on behalf of the Village of Lombard. The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the acquisition by the Village of Lombard of the Property from the Helen M. Plum Memorial Library District, in accordance with the terms of the Real Estate Purchase and Sales Contract.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed on first reading this _____ day of _____, 2023.

First reading waived by action of the Board of Trustees this ____ day of _____, 2023.

Passed on second reading this _____ day of _____, 2023,
pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2023.

Elizabeth Brezinski, Village Clerk

EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY)

Lot 2 in the Resubdivision of Lot 6 in Block 27 of Original Town of Lombard, a Subdivision of part of the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N.: 06-07-217-004;

Common address: 25 W. Maple Street, Lombard, Illinois 60148

EXHIBIT B
(REAL ESTATE PURCHASE AND SALES AGREEMENT)
ATTACHED

**REAL ESTATE PURCHASE AND SALES CONTRACT
PURSUANT TO THE LOCAL GOVERNMENT
PROPERTY TRANSFER ACT (50 ILCS 605/0.01 et seq.)**

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as of the Effective Date (as defined in Paragraph 19 below) between the **VILLAGE OF LOMBARD**, an Illinois municipal corporation (the "**Buyer**") and the **HELEN M. PLUM MEMORIAL LIBRARY DISTRICT**, an Illinois public library district (the "**Seller**"), pursuant to the provisions of the Local Government Property Transfer Act (50 ILCS 605/0.01, *et seq.*). (The Seller and the Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**.")

A G R E E M E N T:

1. **THE SELLER AND THE BUYER ARE UNITS OF LOCAL GOVERNMENT, AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE BOARD TRUSTEES OF THE BUYER AND THE SELLER.**

2. **SALE.** The Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to a parcel of land commonly known as 25 W. Maple Street, Lombard, Illinois, with PIN: 06-07-217-004-0000, located in the County of Du Page (the "**Property**" or the "**Real Property**"), which Property is legally described in Exhibit A attached hereto and made a part hereof.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$187,500.00)** (the "**Purchase Price**"). At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price.

4. **EARNEST MONEY DEPOSIT.** None required. All money will be paid at closing.

5. **CLOSING DATE.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow ("**Escrow**") on or before _____, 2023 (the "**Closing Date**") at an office of Chicago Title and Trust Company (the "**Title Company**") that is convenient and acceptable to the parties or at such other time and place as mutually agreed to by the Parties. Except for the cost of title insurance and the survey provided by Seller at its cost under this Contract, standard closing costs shall be split evenly between the Parties. Each Party shall be responsible for its own legal fees.

6. **TITLE INSURANCE.** Prior to Closing, Seller, at Seller's expense, shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to those matters described in Exhibit B, attached hereto and made a

part hereof (the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), Buyer shall have fourteen (14) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter (the "**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have five (5) days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond _____, 2023 (the "**Extended Title Closing Date**") after Buyer's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Contract, at which time the Buyer shall be entitled to have the Earnest Money Deposit, if any, returned to Buyer and this Contract shall become null and void without further action of the Parties, or (ii) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is without reduction in Purchase Price. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

7. **SURVEY**. Seller, at its cost and expense, shall order a current dated survey of the Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer and Seller, the Title Company, Purchaser's attorney and such other parties as Purchaser may designate, by such surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/ACSM Real Estate Title Surveys" adopted by the American Real Estate Title Association and American Congress on Surveying and Mapping in 2016 setting forth: (i) the legal description of the Real Property; (ii) all boundaries, courses and dimensions of the Property; (iii) all easements, building lines, curb cuts, sewer, water, electric, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines); (iv) adjoining roads and rights of way and means of ingress and egress to and from the Property to a public road; (v) the square footage of the Property including acreage; and (vi) all Improvements located on the Property. The Survey shall reveal no encroachments onto the Property from adjacent property, and no encroachments by or from the Property of improvements onto any adjacent property. Any Unpermitted Exceptions revealed by the Survey shall be subject to the cure provisions of Paragraph 6 above.

8. **DEED**. Seller shall convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an

Affidavit of Title, Covenant and Warranty, Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking or such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

9. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title, Warranty and Covenant;
 - iii. the original executed and properly notarized Non-Foreign Affidavit;
 - iv. counterpart originals of Seller's Closing Statement;
 - v. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount determined by buyer insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions; and
 - vi. the original executed and properly notarized Easement Agreement.
- B. Buyer shall deliver or cause to be delivered to the Title Company:
 - i. the Purchase Price;
 - ii. counterpart originals of Seller's Closing Statement; and
 - iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

10. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions, and in the same condition as at the time of the execution of this Contract.

11. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing as provided herein and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the closing and consummation of this transaction. However, if acceptable to the Buyer, Seller shall have the opportunity to amend these covenants, representations, and warranties prior to and at Closing should Seller obtain any knowledge through Buyer's Inspections or otherwise, of any fact that would negate any covenants, representations or warranties made. Seller covenants, represents, and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. **Title Matters.** Seller has good and marketable fee simple title to the Real Property, subject only to those Permitted Exceptions as defined above.
- B. **Violations of Zoning and Other Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation, or code.
- C. **Pending and Threatened Litigation.** There are and shall be no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action, or examination, claim or demand whatsoever relating to the Real Property.
- D. **Access to Property Utilities.** To the best knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Real Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
- E. **Assessments.** There are no public improvements in the nature of off-site improvements, and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Property.
- F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories hereto.

The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Property are subject or bound.

- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Real Property have been paid in full, and there are and will be no mechanic's liens or other claims outstanding or available to any party in connection with the Real Property which will not be fully discharged or insured over as of the Closing Date.
- H. Governmental Obligations. To the best knowledge and belief of Seller, there are no unperformed obligations relative to the Real Property outstanding to any governmental or quasi-governmental body or authority.
- I. Hazardous Materials.
 - i) From the date hereof to Closing, Seller agrees (i) to operate, maintain and manage the Real Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Real Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all environmental laws; and (iii) to maintain existing insurance on the Real Property.
 - ii) Seller has no knowledge of and has received no notices of: (i) the presence of any hazardous material on, under or in the Real Property (including the groundwater thereunder); (ii) any spills, releases, discharges, or disposal of hazardous materials that have occurred or are presently occurring on or onto the Real Property (including the groundwater thereunder); (iii) any spills or disposal of hazardous materials that have occurred or are occurring off the Real Property (including the groundwater thereunder) as a result of any construction on, or operation and use of the Real Property (including the groundwater thereunder); (iv) the presence of any

equipment on the Real Property containing polychlorinated biphenyls ("PCBs"); or (v) the presence of any asbestos in use or on the Real Property.

- iii) To the best knowledge and belief of Seller: (i) the Real Property has never been used and will not be used before the date of Closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste; (ii) the Real Property (including the groundwater thereunder) does not contain underground storage tanks or hazardous materials; and (iii) the Seller has received no notice of nor does the Real Property (including the groundwater thereunder) violate any environmental laws.
- iv) Seller has received no notice of and to the best knowledge and belief of Seller, the Real Property (including the groundwater thereunder) does not violate any law, regulation, or agreement applicable to the Real Property (including the groundwater thereunder) or its use. With respect to the Real Property (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any Environmental Laws or health or safety law or regulation may have been committed or is about to be committed with respect to the Real Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any environmental law or requiring Seller to take any action in connection with the release of any hazardous materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any hazardous materials into the environment or any damages caused thereby, (iv) receive any notice that Seller is subject to any federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other hazardous materials into the environment, or (v) receive any notice that the Real Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under any environmental laws for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other hazardous materials into the environment, then Seller shall

promptly provide Buyer with a copy of such notice, and in no event later than fifteen (15) days after Seller's receipt thereof.

- v) There are no proceedings pending or, to the best knowledge and belief of Seller threatened against or affecting Seller in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Real Property. Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Real Property.

J. RESERVED.

- K. Transfers and Encumbrances. Pending the Closing, Seller agrees that Seller will not transfer the Real Property except as herein expressly contemplated, nor create any easements, liens, mortgages, or other encumbrances with respect to the Real Property, without Buyer's prior written consent.
- L. Leases. There are no material defaults under any of the Leases and pending the Closing, Seller shall keep and perform or caused to be performed in all material respects, all obligations of the landlord under the Leases. Further all Leases, whether written or oral, shall be terminated prior to the Closing Date. Furthermore, Seller, until the earlier of the Closing Date or termination of this Contract, shall not enter into any new leases or amendments of any existing Leases without the prior written consent of Buyer, which consent may be withheld in Buyer's discretion.
- M. No Violations of Laws. Seller has not received any notice that the Real Property in violation of any rules, regulations, and laws now in effect by any municipal, county, state or federal authorities having jurisdiction over the Real Property.
- N. Material Changes. Seller shall notify Buyer immediately if the representations, covenants, and warranties contained in this Contract shall become untrue or invalid in any material respect.

Seller's warranties and representations contained in this paragraph shall survive the delivery of the Deed and Closing. In the event any of the representations and warranties contained herein becomes untrue as of the date of the Closing as a result of information received by Seller or occurrences subsequent to the Effective Date hereof or otherwise, Seller shall promptly notify Buyer.

When used in this Paragraph, the expression "**to the best knowledge and belief of Seller,**" or words to that effect, is deemed to mean that Seller after reasonable examination, investigation, and inquiry of records in the Seller's possession or control is not aware of any thing, matter or the like that is contrary, negates, diminishes, or vitiates that which such term precedes.

12. **CONVEYANCE TAXES.** The Parties acknowledge that, as Buyer and Seller are governmental entities, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

13. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. intentionally omitted; and
- iii. Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, and, following such attempt, to either:
 - a. terminate this Contract and receive a prompt refund of the Earnest Money Deposit, if any; or
 - b. proceed to close notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity

C. Intentionally Omitted.

14. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the Parties hereto.

15. **BROKERAGE.** Each Party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of this transaction. Each Party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's elected officials, officers, employees, agents or affiliates in connection with this Contract. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

16. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission, with the sender retaining a confirmation of transmission, or (D) by personal delivery, if addressed to the Parties as follows:

To Buyer: VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, Illinois 60148
Attn: Village Manager
Email: NiehausS@villageoflombard.org

With a copy to: KLEIN, THORPE & JENKINS, LTD.
15010 S. Ravinia Avenue, #10
Orland Park, Illinois 60462
Attn: Jason A. Guisinger
Email: jaguisinger@ktjlaw.com

To Seller: HELEN M. PLUM MEMORIAL LIBRARY DISTRICT
110 W. Maple Street
Lombard, Illinois 60148
Attn: Library Director
Email: ckrauspe@helenplum.org

With a copy to: ROBBINS SCHWARTZ
55 W. Monroe Street Suite 800
Chicago, Illinois 60603
Attn: Howard A. Metz
Email: hmetz@robbins-schwartz.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner, as all other notices are required to be delivered hereunder.

17. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Buyer's duties at Closing, is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

18. **MISCELLANEOUS.**

- A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, 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 agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.
- C. Intentionally Omitted.
- D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.
- E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures

Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.

- F. The Parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
- G. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- H. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- I. Intentionally Omitted.
- J. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.
- K. Buyer may record this Contract or any memorandum or short form of this Contract against the Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract. The recording fees for either shall be borne by the Buyer.
- L. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- M. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

19. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the last of the authorized signatories of Buyer and Seller shall sign the Contract, as set forth below.

20. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller

or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

21. **EXHIBITS**. The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Permitted Exceptions

* * *

Remainder of Page Intentionally Blank

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date below their respective signatures.

SELLER:

**HELEN M. PLUM MEMORIAL LIBRARY
DISTRICT,**
an Illinois Public Library District

By: _____
Name: Allison Pinkett-Floyd
Title: Library Board President

ATTEST:

By: _____
Name: Julie Kowalski-Schmidt
Title: Library Board Secretary

Date Seller executed:

BUYER:

VILLAGE OF LOMBARD,
an Illinois municipal corporation

By: _____
Name: Keith Giagnorio
Title: Village President

ATTEST:

By: _____
Name: Elizabeth Brezinski
Title: Village Clerk

Date Buyer executed:

Exhibit A

Legal Description of the Property

Lot 2 in the Resubdivision of Lot 6 in Block 27 of Original Town of Lombard, a subdivision of part of the Northeast Quarter of Section 7, Township 39 North, range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N.: 06-07-217-004-0000;

Common address: 25 W. Maple Street, Lombard, Illinois 60148

Exhibit B

Permitted Exceptions

1. 2023 real estate taxes and subsequent years, not due and payable for the Property, if any.
2. Covenants, conditions, restrictions and easements of record acceptable to Buyer.