

REAL ESTATE PURCHASE AND SALES CONTRACT

("LOT 2 - WATER TOWER SITE" IN THE HOFFMANN – LOMBARD SUBDIVISION, LOMBARD, ILLINOIS)

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "Contract") is made as of the Effective Date (as defined in Paragraph 26 hereof) between **HOFFMANN 600 LOMBARD LLC**, an Illinois limited liability company (the "Seller"), and the **VILLAGE OF LOMBARD**, an Illinois municipal corporation (the "Buyer" or "Village"). The Seller and the Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

AGREEMENT:

1. **BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE PRESIDENT AND BOARD OF TRUSTEES OF BUYER.**

2. **SALE/SELLER'S CLOSING CONDITIONS.** Seller owns the approximately twenty-seven and 55/100 (27.55+/-) acre "**Development Parcel**", located north of Butterfield Road, also known as Illinois State Route 56, in Lombard, DuPage County, Illinois, with property index number ("**PIN**") 06-29-200-056. The "Property" to be sold and conveyed by the Seller to the Buyer is designated as "Lot 2" or the "Water Tower Lot" and is as defined below and consists of a portion of the Development Parcel comprised of approximately thirty thousand seven hundred sixteen (30,716+/-) square feet of area, more or less (the "**Property**"). The Property is legally described in the "Plat of Hoffmann – Lombard Subdivision (Two Lots)", a copy of which is attached hereto as **Exhibit A** and made a part hereof, which legal description is substantially similar to "Lot 7" of the "Preliminary Plat of Subdivision Hoffmann – Lombard Subdivision" (the "**2021 Preliminary Plat**") approved by the President and Board of Trustees of the Village of Lombard on January 21, 2021 in Ordinance 7907, entitled "An Ordinance Approving a Preliminary Plat of Resubdivision for the Property at 600-690 E. Butterfield Road, Lombard, Illinois", as readopted by the President and Board of Trustees of the Village of Lombard on January 20, 2022 in Ordinance 8022.

Subject to Seller's Closing Conditions (as defined below), and the terms and conditions of this Contract, 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 the Property.

Buyer acknowledges, understands and agrees that preconditions to Seller conveying title to the Property to Buyer, in addition to other terms and conditions of this Contract, include completion of the following "**Seller's Closing Conditions**":

- A. **Plat of Subdivision of the Development Parcel.** The following conditions apply to the Plat of Subdivision:
- A precondition to Seller conveying title to the Property to Buyer is the finalization, Village approval, execution and recording of a final plat of for the Development Parcel ("**Final Plat**") in substantial conformance with the attached Plat of Hoffmann – Lombard Subdivision (Two Lots) (**Exhibit A**).
 - No Village permits shall be issued for any private development on the Development Parcel until final development plans are submitted to and get approved via the Village plan review approval process. In order to finalize the Final Plat, Seller must receive final

engineering approval from the Buyer. The Seller and the Buyer shall each coordinate the engineering of their respective planned improvements to the Development Parcel and the Property, respectively, in order to allow the other Party to complete engineering for their respective properties. The Final Plat shall include ingress and access and water main easements and other easements as customarily required by Buyer for the benefit of the Water Tower Lot, for public travel, ingress and egress, and for water mains, over Lot 1 as depicted on the Final Plat, including the following access easement relocation provision:

"Temporary Ingress / Egress Access Easement and Municipal Utility Easement Relocation for Lot 1 and Lot 2. As part of this real estate transaction, the Parties agree to enter into and file against the title to Lot 1 of the Property, a document entitled "Grant Of Ingress, Egress And Water Main Easements" whereby the Seller grants, conveys, assigns and quit claims to the Buyer and the DuPage Water Commission a nonexclusive perpetual fifty (50.0') foot wide temporary ingress / egress access easement and right-of-way (the "Ingress and Egress Easement" or "Ingress and Egress Easement Area") and a nonexclusive perpetual twenty (20.0') foot wide temporary ingress / egress access easement and right-of-way (the "Water Main Easement" or "Water Main Easement Area") (collectively referred to as the "Easements") for the benefit of Lot 2. Upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), the Easements may be relocated to another, alternative reasonable location situated on such Lot 1 (the "New Easements"), in connection with the future resubdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the Easements to such new easement location is so requested and consent to the same granted, then the original Easements so granted and created by this Agreement shall be abrogated in exchange for such Lot 1 owner(s) grant of such New Easements for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of the Easements and of suitably constructing and improving the New Easement Area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on the original Easements using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of the Easements as part of the resubdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate."

- c. Notwithstanding any term in this Contract to the contrary, if the final Property legal description in the Final Plat is not substantially similar to such Water Tower Lot - Property (i.e., Lot 7 as depicted on the circa 2021 Preliminary Plat), Buyer may terminate this Contract, by written notice to Seller given within five (5) business days following recordation of such Final Plat, and thereupon Buyer shall have no liability to Seller under this Contract whatsoever.
- d. The Buyer will consider any resubdivision plat of Lot 1, subject to Village engineering, zoning and plan review approval, provided that the resubdivision: (a) does not

substantially change or eliminate a connection road between Butterfield Road and 22nd Street.

- e. The Village agrees to approve (i.e., will not unreasonably withhold approval of) the relocation of its stormwater drainage easements, utility easements, water main easement and related water system easement, emergency access easement and access/construction/maintenance easements if a plat of resubdivision is approved by the Village. The owner of Lot 1 (or its successors-in-interest), at its cost, shall pay for the re-platting and filing of new easements, abrogation of existing easements and the abandonment in place or demolition of installed utilities and Village infrastructure within the existing easements and the relocation or construction of replacement utilities and Village infrastructure within the new easement areas and all site restoration work.
- f. After Closing, upon submittal of a permit application and payment of applicable fees by the Seller or its successor-in-interest, the Village will permit access to and tap-ons for water lines and sanitary sewers that are located at or adjacent to Lot 1 and Lot 2 of the Property.
- g. At Closing, the Village will provide an updated zoning letter regarding the current status of the zoning entitlements that are still valid and in effect for Lot 1 of the Property.
- h. No Village Code violations on the Property.

B. Clearing of Structures and Debris from the Property Per Compliance Agreement dated February 8, 2023.

A precondition to Seller conveying title to the Property to Buyer is the Seller's obligation, at its cost, to complete the cleanup work identified in the Scope of Work for Easement Area (Debris Clean Up and Lot Regrading) for Lot 2 at 600 East Butterfield Road prepared by Caldwell Engineer and dated October 12, 2023, including but not limited to any demolition and clearing and disposal of all construction debris piles, felled tree, on-site dumpsters debris, equipment and other above grade structures and improvements (if any) on the Easement Area and Lot 2 of the Property, to Buyer's reasonable satisfaction, and to satisfy and remove all pending mechanics liens and to post a mechanics lien bond for the benefit of the Village with the Buyer in a dollar amount as determined by the Village Engineer to cover the value of any on-site work performed within the twelve (12) months prior to the Closing Date. The mechanics lien bond shall be released by the Village eighteen (18) months after the date of the last potential mechanics lien action or bond claim action can be filed by the supplier, contractor or subcontractor. Once the Property is cleaned up, the Seller shall request a Village inspection to ensure that there are no other existing conditions on the Property that constitute violations of the Lombard Village Code as well as the DuPage County Stormwater and Floodplain Ordinance. To the extent the inspection reveals incomplete clean-up work or other code violations, engineering and/or public utilities issues, those corrective action items shall be corrected by the Seller prior to Closing. If the corrective work cannot be completed prior to the Closing due to inclement weather, then the Seller shall provide the Buyer with a performance bond and payment bond for the benefit of the Buyer in a dollar amount adequate, in the opinion of the Village Engineer, to correct the corrective action items. The corrective actions items shall be completed within six (6) months of the Closing or the Buyer shall have the right to call upon the surety and the bond to complete the corrective work. The Seller is also aware of a water connection issue to the adjacent parking garage that needs to be resolved as part of future engineering of the

development of the Remaining Property, and Seller shall post a second performance bond and payment bond for the benefit of the Buyer in a dollar amount adequate, in the opinion of the Village Engineer, to cover the preparation of engineering plans and construction of the water connection solution.

- C. A precondition to Seller conveying title to the Property to Buyer is the Seller's obligation to execute an amendment to the Compliance Agreement dated February 8, 2023 that contains a provision obligating the Seller, or its successor-in-interest, at their cost, to post with the Village a site cleanup bond for Lot 1 in a dollar amount and with a scope of cleanup work as approved by the Village Manager. The site cleanup bond for Lot 1 shall be posted with the Village at the same time the Seller, or successor-in-interest, files a development / zoning relief application for Lot 1 or any part thereof.
- D. Seller shall diligently pursue the completion of Seller's Closing Conditions. Seller shall give Buyer written notification upon completion of each of Seller's Closing Conditions. **Presently, the Parties anticipate such Seller's Closing Conditions to be completed by not later than January 31, 2024.** In the event this Contract is terminated, and the Buyer does not proceed to acquire the Property, Buyer then agrees to reasonably cooperate with Seller, upon Seller's request, to arrange for the "Easement" identified at Section 12. hereof (or any predecessor version thereof) which has already been placed of record, to be vacated and cleared of record.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is Two Hundred Thirty-Six Thousand Three Hundred Seventy-Six and 91/100 Dollars (\$236,376.91) (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, plus or minus prorations and credits as provided herein. The Purchase Price has been calculated as follows:

30,710+/- square feet (i.e., total area of the Property) divided by 1,199,964+/- square feet (the total area of the property owned by Seller in the vicinity of the Property, constituting approximately 27.547+/- acres of land) multiplied by Nine Million and No/100 Dollars (\$9,000,000.00) (being the contract purchase price paid by Seller to acquire the entirety of the 27.547+/- acres of land).

4. **EARNEST MONEY DEPOSIT.** None required. All money will be paid at Closing (as defined in Section 5 below).

5. **CLOSING DATE.** The Closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a customary deed and money escrow (the "**Escrow**") within thirty (30) days following the later of the completion of the last of the Seller's Closing Conditions and the end of the Inspection Period (as defined in Section 6 below), unless the Parties otherwise agree (the "**Closing Date**"), at the office of Chicago Title Insurance Company, Chicago, Illinois (the "**Title Company**"), remotely, or at such other time and place as mutually agreed to by the Parties. The costs of the Closing escrow and Closing fee shall be shared equally by the Seller and the Buyer.

The foregoing notwithstanding, in the event such Closing fails to occur, through no material fault of Buyer and Seller, **by January 31, 2024**, Seller may elect any time thereafter to terminate this Contract after

first giving Buyer-Village written notice of Seller's intention to elect to so terminate this Contract and after affording Buyer-Village an additional forty-five (45) days after such notice to so complete the Closing.

6. **ENVIRONMENTAL INSPECTION.** The Buyer shall have the right, for a period of sixty (60) calendar days after the Effective Date (the "**Inspection Period**"), to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (the "**Environmental Assessment**"). Seller hereby grants, and will cause any tenants to grant, to the Buyer and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the Property, and other real estate owned by Seller in the vicinity thereof, for ingress and egress to and from the Property, to conduct the environmental and engineering investigation. Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Property (including the groundwater thereunder). No invasive inspections, such as soil borings, may be conducted without Seller's prior approval, which shall not be unreasonably withheld, delayed or conditioned. Testing completed under the terms of this Contract shall be completed in such a manner so as to minimize any disruption to the Property or business operations thereon, and any damage done to the Property be restored to the condition it was in prior to the testing.

Buyer's contractors, consultants and vendors so utilized to perform Environmental Assessments during the Inspection Period, Buyer, as well as its contractors, consultants and vendors so being utilized, shall carry commercial general public liability insurance in at least an amount of One Million and No/100 Dollars (\$1,000,000.00), as well as reasonable worker's compensation insurance, and Seller shall be furnished with reasonable documentary evidence of the same. Buyer agrees to save, defend, indemnify and hold harmless the Seller and Seller's members, managers, owners, directors, officers, employees and representatives (the "**Seller's Indemnitees**") from any damage done to the Property (or any other part of the Development Parcel), as well as all claims, liens, suits, judgments, damages, costs and expenses (including reasonable attorney's fees) asserted against or incurred by any Seller Indemnitee or the Property (or any other part of the Development Parcel) by reason of any of the aforementioned investigations or inspections activities so conducted by or on behalf of the Buyer. The foregoing indemnity shall survive any termination of this Contract and shall survive Closing, in either case, for a period of one (1) year.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** The Buyer shall not be obligated to proceed to acquire the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines during the Inspection Period that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Environmental Assessment reveals the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any hazardous material (the foregoing collectively, "**Property Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is a Property Defect, Buyer shall have the right during the Inspection Period to revoke, by written notice to Seller given during such Inspection Period, the Buyer's acceptance of this Contract and the adoption of such part of the Ordinance, if any, accepting this Contract and approving the purchase of the Property contemplated herein, and to declare this Contract and its Ordinance approving the purchase and execution of this Contract and related closing documents null and void, in which event the Earnest Money, if any, shall be immediately returned to the Buyer.

8. **TITLE INSURANCE.** At least twenty (20) business days prior to Closing, Seller, at Seller's expense, shall obtain a title commitment issued by the Title Company for the Property, in the amount of the Purchase Price, with extended coverage, at Buyer's expense, 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 and to the extent any endorsements to such Title Commitment are available and Buyer requests and obtains any of the same, the Buyer agrees to be responsible for the cost of such title endorsement. **As set forth in the Permitted Exceptions, the Property shall not be subject to any provisions or requirements of any "Declaration of Covenants, Conditions, Restrictions and Easements", master association, owners' association, common interest association or other similar requirements, or requirement that the Village is to pay assessments or other charges for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road (collectively the "REAs"), and the Seller shall, prior to the Closing, cause the Property to be excluded from any obligations in the REAs for so long as the Buyer owns the Property, except that the Seller shall cause the REAs to include provisions acceptable to the Buyer that the owner of the Property, and its employees, agents and assigns, may use the common area roadways on the Development Parcel. If such an REA has not yet been executed and placed of record prior to Closing, Buyer (Village) agrees not to unreasonably withhold or delay its future (post-Closing) consent to an REA affecting the Development Parcel (including such subject Property), provided that such REA: (i) does not imposes any association assessments or charges for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road on such Property ("Lot 2"); and (ii) does not restrict or limit the ability of such Lot 2 - Property to continue to be used for such a water tower site and/or other public utility services purposes.** 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 ten (10) business 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) business days from the date of receipt of the Buyer's Objection Letter (the "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 ninety (90) calendar days after the date of recordation of such Subdivision Plat (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) business days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. 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 Seller shall pay

the cost for any later date title commitments, and Seller shall pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Within thirty (30) days following recordation of the Subdivision Plat and in any event no less than ten (10) business days prior to Closing, Seller, at Seller's cost and expense, shall obtain and provide to Buyer a current base ALTA/NSPS survey (the "**Survey**") of the Property, prepared by a registered land surveyor or engineer, licensed in the State of Illinois, prepared in accordance with the Minimum Standard Detail Requirements of a Class A Land Title Survey jointly established by the American Land Title Association and the American Congress on Surveying and Mapping, certified to the Title Company, Buyer, and any lender of which Seller shall be notified, and in form sufficient to provide ALTA coverage and satisfy all reasonable lender requirements, if applicable. The Survey shall also include the following ALTA Table A items: 1 and 4. The Survey otherwise is to be sufficient to cause the Title Company to delete the standard printed survey exception and to issue the title policy free from any survey objections or exceptions whatsoever, other than the Permitted Exceptions. Within ten (10) business days of receipt of the Survey, Buyer and Seller shall agree in writing on those Survey exceptions subject to which Buyer shall take title to the Property.

10. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than ten (10) business days after the Effective Date, Seller shall deliver (or make available to Buyer via a Drop Box or other electronic or digital means) the following items to Buyer, to the extent the same are in Seller's possession:

- A. The real estate tax bills for the entire undivided Development Parcel (PIN 06-29-200-056) for any years prior to 2022 showing unpaid taxes, interest or charges and the year 2022 (payable in 2023);
- B. Proof of no unpaid real estate property taxes, interest or penalties prior to year 2022 (payable in 2023);
- C. Any and all engineering reports, soil or geotechnical reports, boundary or topographical surveys, licenses, permits and any other documents pertaining to the subject Property of this Contract; and
- D. Any and all records or documents which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the subject Property, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Property (all collectively sometimes herein called "**Seller's Environmental Reports**").

11. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed (the "**Deed**") in substantially the form attached hereto as **Exhibit C** and made a part hereof, 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 (in customary form) and 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.

12. **EASEMENT (WATER MAIN AND RELATED ACCESS).**

- A. At the Closing, the Parties shall deposit a fully executed and properly notarized "Grant of Ingress, Egress and Water Main Easements" in substantially the form attached hereto as **Exhibit D** and made a part hereof (the "**Easement**"), with such changes thereto as the Parties may agree. The Easement shall grant Buyer and the DuPage Water Commission an ingress and egress easement over certain portions of Seller's property in the vicinity of the Property, and shall grant Buyer an easement to install, maintain and operate water mains over certain portions of Seller's property in the vicinity of the Property, all as set forth in, and on the terms and conditions in, the Easement. Any time prior to Closing or after Closing, by execution of a plat of vacation or abrogation or easement relocation, the Seller, or its successors in interest, agrees to vacate, abrogate or relocate any existing easements that transverse Lot 2 so that the Buyer can construct and operate a water tower on Lot 2 (if necessary); this obligation shall survive the Closing and not be merged with the deed.

Relative to the foregoing, if and to the extent prior to recordation of the Final Plat, the Easement has previously been executed and recorded, utilizing metes and bounds (pre Final Plat) descriptions and/or plats-diagrams exhibits of the water main easement areas and ingress and egress easement areas, then the Easement instrument to be given, made and deposited at the Closing shall be recorded to supersede and replace (or amend) such previous recorded Easement so that the respective easement area descriptions are updated to conform with platted easement areas, including the private road (presently depicted as Lot 6 of the Preliminary Plat).

At the Closing, immediately after recording of the Deed on title to the Property, the Easement shall be recorded on title to the Property and on title to the Seller's property in the vicinity of the Property affected by the Easement, all at Buyer's own cost.

- B. As part of this transaction, the Parties agree that the Seller, or its successor in interest, has a conditional option, for the duration of the option period as defined below, to negotiate the final terms of a "Water Tower License" (the "License") with the Village in substantially the same form and substantially the same terms proposed by the Parties leading up to the approval of this Contract, with such changes thereto as the Parties may mutually agree upon. If the Buyer constructs a water tower on the Property (the "Water Tower"), the Water Tower shall have a residential water tower appearance and style, which appearance and style may include a golf ball design or other design that allows space for a Golf Social logo to be affixed to the Water Tower. The option period shall remain in effect for forty-two (42) months from the Closing Date. The option period may be extended by consent of the Village, in its sole discretion, which will not be unreasonably withheld. The obligation of the Parties to negotiate and enter into the License is conditioned upon the Seller, or its successor in interest, submitting complete permit applications for the construction of a Golf Social facility on the Development Parcel, the issuance of such permits by the Village and the commencement of construction of the Golf Social facility.

13. **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 property notarized Affidavit of Title;
- iii. the original executed and property notarized Non-Foreign Affidavit;
- iv. counterpart executed original and properly notarized Easement;
- v. counterpart executed original of Seller's Closing Statement; and
- vi. 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 of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. counterpart executed original and properly notarized Easement;
- iii. counterpart originals of Seller's Closing Statement; and
- iv. 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.

14. **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 of the Effective Date. The Seller shall have the right to remove any and all items of personal property from the Property prior to the Closing.

15. **PRORATIONS AND CREDITS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year with the Closing Date being included in the proration calculation.

A. Real Estate Taxes. **General Real Estate Taxes prior to 2022 and for 2022 (payable in 2023)** and subsequent years, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including

charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 103% of the most recent full year tax bill for the Property, or, if a full year tax bill is not available for the Property, the *pro rata* portion of the tax bill of the real estate including the Property, and the proration set forth in this Section 15.A. shall be conclusive, with no subsequent adjustment. All such Closing prorations shall be final.

B. Credits. The Seller agrees to provide the following credits to the Buyer at Closing, which shall reduce the amount of the Purchase Price payable by the Buyer:

- i. Demolition water usage and meter fees (2021 and 2022) in the amount of \$8,119.23.
- ii. KLOA traffic study (Summer, 2022 convenience store/gas station modifications) in the amount of \$7,570.00.
- iii. Preliminary review of advanced final engineering by Thomas Engineering (October, 2022) in the amount of \$2,500.00.
- iv. Unpaid engineering plan review fee \$1,315.00.
- v. All outstanding construction fence invoices and other incurred, unpaid charges for the Property through the date of the Closing, including but not limited to, USA Fence Rental Invoice #70014 dated July 19, 2023 in the amount of \$15,251.50 and USA Fence Rental Invoice #70086 dated October 19, 2023 in the amount of \$9,651.50. The Parties agree to cooperate to determine the final amount of invoices and charges regarding construction fence at the Property as of the Closing Date.
- vi. Any other actual, documented out-of-pocket fees, charges or costs paid by the Village on behalf of the Seller relative to the 600 to 609 East Butterfield Road Property.

C. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the Parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

16. CONVEYANCE TAXES. The Parties acknowledge that, as Buyer is a governmental entity, 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.

17. 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 for a period of two (2) years. 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 and in the manner and to the extent so represented herein, as of the Effective Date and also on the Closing Date:

A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

- 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. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- D. Eminent Domain, etc. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.
- E. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller 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 Property are subject or bound.
- F. Executory Agreements. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept, other than as may be set forth in this Contract and except for the Easement, which Buyer is to enter into with Seller as provided in this Contract. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.
- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property. The Seller shall post with the Buyer a mechanics lien bond as required by Section 2 of this Contract.
- H. Hazardous Materials.
 - i. From the Effective Date to and including the Closing Date, Seller agrees: (a) to own, operate, maintain and manage the Property (including the groundwater thereunder) in the ordinary course of business; and (b) that the 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 (as defined below).

- ii. Other than the conditions described in Seller's Environmental Reports, Seller has no actual knowledge of: (a) the presence of any Hazardous Materials (as defined below) on, under or in the Property (including the groundwater thereunder); (b) any spills, releases, discharges or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Property (including the groundwater thereunder) which have not been fully remediated according to the standards employed by the Illinois Environmental Protection Agency; (c) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Property (including the groundwater thereunder) as a result of any construction on, or operation and use of, the Property (including the groundwater thereunder) which have not been fully remediated according to the standards employed by the Illinois Environmental Protection Agency; (d) the presence of any equipment containing polychlorinated biphenyl ("PCB"); or (e) the presence of any asbestos in the use of, or on, the Property;
- iii. Other than the conditions described in Seller's Environmental Reports, to the best actual knowledge of Seller, the Property has never been used and will not be used before the Closing Date as a real estate fill, 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. To the best knowledge and belief of Seller, the Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has received no notice of nor does the Property (including the groundwater thereunder) violate any Federal, State or Local Environmental Laws. For purposes of this Contract, the phrase "**Environmental Laws**" shall mean any Federal, State or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent agreements and permit conditions) relating to releases, discharges, emissions or disposals to air, water, Property or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (the "**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (the "**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.* (the "**TSCA**"); the Occupational, Safety and Health Act, 29 U.S.C. §651, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §3001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.* (the "**HMTA**"); the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §7401, *et seq.*; the Uranium Mill Tailings Radiation Control Act, 42 U.S.C. §7901, *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. §136, *et seq.*; the National Environmental Policy Act, 42 U.S.C. §4321, *et seq.*; the Noise Control Act, 42 U.S.C. §4901, *et seq.*; the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, *et seq.*; the Department of Housing and Urban Development Act, 42 U.S.C. §3531, *et seq.*; the Emergency Planning and Community Right to

Know Act, 42 U.S.C. §11001, *et seq.* (the "EPCRA"); and the Illinois Environmental Protection Act, and other comparable Federal, State or local laws, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Contract, the phrase "**Hazardous Materials**" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: "hazardous substances" as defined in the CERCLA; "extremely hazardous substances" as defined in the EPCRA; "hazardous waste" as defined in the RCRA; "hazardous materials" as defined in the HMTA; "chemical substance or mixture" as defined in the TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. §6991(8)); radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials; and radon.

- iv. Seller has received no notice of and, to the best of Seller's actual knowledge, the Property (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Property (including the groundwater thereunder) or its use. With respect to the Property (including the groundwater thereunder), if Seller shall: (a) receive notice that any violation of any Federal, State or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Property (including the groundwater thereunder), (b) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Federal, State or local Environmental law or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (c) 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, (d) receive any notice that the Seller is subject to 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 (e) receive any notice that the Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under the Federal, State or local Environmental Laws or regulations or 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 the Seller shall promptly provide the Buyer with a copy of such notice, and in no event later than fifteen (15) calendar days from Seller's receipt thereof.
- v. There are no proceedings pending or, to the best actual knowledge of Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would

materially and adversely affect the Property. The 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 Property.

- vi. Seller shall be responsible for any and all costs associated with any required remediation for all environmental contamination upon the Property associated with or which was caused by the Seller's own use of the Property or which occurred prior to the Closing Date.
- I. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all actual losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder which are incurred within one (1) year of the Closing. These representations, warranties and Seller's indemnification, as applicable, shall survive the Closing for a period of one (1) year. When used in this Paragraph, the expression "**to the best actual knowledge of Seller**", or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

18. **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;
 - ii. the covenants, representations and warranties of Seller contained in Paragraph 17 hereof and elsewhere in this Contract are true and accurate (to the extent and as each of the same is so represented herein) on the Closing Date or waived by Buyer in writing on the Closing Date; and
 - iii. Seller has performed under this Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under this 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) calendar days prior to the Closing Date, charging Seller for all costs and expenses incurred in doing so 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.
- C. 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.
- D. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be a payment by Buyer to Seller of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "**Default Payment**") as its sole liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Default Payment is the Parties' best current estimate of such damages. Notwithstanding the foregoing, the Parties agree that no default of or by either Party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting Party has been sent to the defaulting Party and the defaulting Party has been given a period of ten (10) business days from receipt of the notice to cure the default.
- E. As a partial inducement to each Party to enter into this Contract, each Party waives any claim or right to seek to recover or to be awarded any consequential, incidental, speculative or punitive damages on the basis of the default by the other Party hereto.

19. **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.

20. **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 partners, 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.

21. **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 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 UPS) for guaranteed next business day delivery, or (C) by personal delivery, if addressed to the Parties as follows:

To Seller: Hoffmann 600 Lombard LLC
2330 Hammond Drive, Suite G
Schaumburg, Illinois 60173
Attn: Fred R. Hoffmann

With a copy to: Guerard, Kalina & Butkus
310 S. County Farm Road, Suite H
Wheaton, Illinois 60187
Attn: J. Steven Butkus

To Buyer: Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Scott Niehaus, Village Manager

With a copy to: Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Attn: Michael T. Jurusik

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 Parties hereto in the same manner, as all other notices are required to be delivered hereunder.

22. **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.

23. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in **Exhibit E** attached hereto and made a part hereof.

24. **ASSIGNMENT.** The Buyer shall not assign or transfer Buyer's interest in this Contract without the prior written consent of Seller. If the Seller elects to so consent, then Buyer shall deliver to Seller a copy of the fully executed assignment and assumption agreement. Seller is permitted to assign its interest in this Contract to a successor-in-title to the Property (and/or including the Development Parcel) in concert with Seller's transfer of title thereto, provided, further that Buyer shall be given contemporaneous written notice of any such Seller's transfer of title and assignment hereof and the successor-in-title has the legal authority and financial capability to fulfill the obligations under this Contract.

25. **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. INTENTIONALLY OMITTED.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Provided that first the Final Plat of Subdivision is of record, so creating the subject Lot 7 - Property, then any time thereafter and prior to Closing 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 this Contract is terminated as provided herein, Buyer shall record a termination of this Contract. The recording fees for either shall be borne by the Buyer.
- J. 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.

- K. This Contract 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.

26. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign this Contract, which date shall be the date stated next to the Buyer's signature.

27. **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.

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

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Special Warranty Deed
<u>Exhibit D</u>	Grant of Ingress, Egress and Water Main Easements
<u>Exhibit E</u>	Disclosure Affidavit

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

SELLER:

HOFFMANN 600 LOMBARD LLC,
an Illinois limited liability company

By: _____
Fred R. Hoffmann, Manager

Date: _____, 2023

BUYER:

VILLAGE OF LOMBARD,
an Illinois municipal corporation

By: 
Keith T. Giagnorio, Village President

Attest: 
Elizabeth Brezinski, Village Clerk

Date: December 7, 2023

Exhibit A

Legal Description of the Property

Lot 2 of Hoffmann – Lombard Subdivision, a Resubdivision of Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in Northern Baptist Theological Seminary Subdivision of Part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in Lombard, DuPage County, Illinois.

Permanent Index Number: part of 06-29-200-056.

Property Address: 600 to 690 E. Butterfield Road, Lombard, Illinois 60148.

Exhibit B

Permitted Exceptions

1. General real estate taxes for 2022 (payable in 2023) and subsequent years, not due and payable for the Property.
2. Covenants, conditions, restrictions and easements of record, which do not: (a) prevent the Buyer from using the Property for Water Tower and Water Tower-related purposes; (b) subject the Property to any "Declaration of Covenants, Conditions, Restrictions and Easements", master association, owners' association, common interest association or other similar requirements; or (c) require the Buyer to pay for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road.

Exhibit C

Special Warranty Deed

(attached)

Exhibit D

Grant of Ingress, Egress and Water Main Easements

(attached)

Prepared by and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS

THIS GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS (the “Grant of Easements”) is made this ____ day of _____, 2023, by **Hoffmann 600 Lombard LLC**, _____ County, Illinois (the “Grantor”), to the **Village of Lombard**, DuPage County, Illinois (the “Village”) and the **DuPage Water Commission**, DuPage County, Illinois (the “Commission”). The Commission and the Village are at times referred to individually as the “Grantee” and collectively as the “Grantees”. The Grantor, the Village and the Commission are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the following-described property:

LOT 1 IN HOFFMANN -LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOMBARD, DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(**“Grantor Property”**); and

WHEREAS, the Village is the owner of the following-described property:

LOT 2 OF HOFFMANN – LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LOMBARD, DUPAGE COUNTY, ILLINOIS

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(the **“Village Property”** or **“Water Tower Lot”**); and

WHEREAS, the Village desires to construct, operate, and maintain water mains, and all facilities incidental thereto, on a portion of the Grantor Property, and the Commission desires to construct, operate, and maintain a metering station and pressure adjusting station, and all facilities incidental thereto, on a portion of the Village Property and on a portion of the Grantor Property (collectively the **“Water Main Improvements”**); and

WHEREAS, each Grantee recognizes that Grantor also intends to construct and install its own site improvements and infrastructure, including storm water management facilities, sewers, roads, and other improvements in connection with Grantor’s development of the Grantor Property and accordingly Grantees recognize the potential efficiencies and benefits of coordinating their own intended Water Main Improvements with the other site improvements which Grantor intends to construct and install on the

Grantor Property, and accordingly, in consideration of this Grant of Easements, each Party will, as may be reasonably feasible to: (i) share with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements; and

WHEREAS, Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property;

WHEREAS, due to potential future changes to the plans for subdivision or re-subdivision and the related site development plans for the Grantor Property, the Parties also recognize a potential future need for relocation of some portion of the Water Main Improvements (as related easements) in connection with eventual future development and improvement of the Grantor Property and have made provisions to accommodate that prospect, as further herein provided; and Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property; and

WHEREAS, Grantor has agreed to grant Grantees the necessary nonexclusive permanent easements relative to ingress and egress over the Grantor Property and for the Water Main Improvements, subject to certain terms and conditions as more fully set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easements, the Parties agree as follows:

1. **Incorporation.** The Recitals set forth above are true and correct, in substance and in fact, and are incorporated herein and made a part hereof as if set forth fully herein.

2. **Grant of Easements – Water Main Easement Area.** Grantor grants, conveys, assigns and quit claims to the Grantees a nonexclusive perpetual twenty (20.0') foot wide temporary ingress / egress access easement and right-of-way (the "**Water Main Easement**" or "**Water Main Easement Area**"), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority to clear, trench for, construct, install, extend, relocate, reconstruct, replace, remove, repair, alter, inspect, maintain and operate the Water Main Improvements (the "**Water Main Easement Activities**"), in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF WATER MAIN EASEMENT AREA:

[INSERT LEGAL DESCRIPTION – SURVEYOR]

P.I.N.: Pt. 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

as depicted and labeled on the Final Plat Of Subdivision For The 600 To 690 East Butterfield Road Property (Hoffmann – Lombard Subdivision, Lombard, Illinois) with Dedication of Ingress and Egress and Water Main Easements for the 600 to 690 East Butterfield Road Properties, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "**Ingress and Egress and Water Main Easement Area**").

3. **Grant of Easements – Ingress and Egress Easement Area.** Grantor grants, conveys, assigns and quit claims to Grantees a nonexclusive perpetual fifty (50.0')

foot wide temporary ingress / egress access easement and right-of-way (the **“Ingress and Egress Easement”** or **“Ingress and Egress Easement Area”**), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority to access and travel (the **“Ingress and Egress Easement Activities”**) in, on, upon, over, through and across the Ingress and Egress and Water Main Easement Area to the Village Property.

4. **Other Conditions of Grant of Easements.** Subject to the conditions, limitations and requirements of this Grant of Easements, Grantor agrees that the officers, agents, employees, contractors, successors, grantees, lessees and assigns of Grantees may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Ingress and Egress and Water Main Easement Area, and do and perform any and all acts necessary or convenient to the carrying into effect the specified intents and purposes for which this Grant of Easements and the Water Main Easement and the Ingress and Egress Easement (together collectively referred to as the **“Easements”**) were created, respectively, provided, however, the foregoing grant is not intended nor shall it be utilized to enlarge the scope or breadth of the easements and easement rights set forth herein beyond the respective intents, purposes and uses herein specified. Grantor shall not disturb, molest, injure or in any manner interfere with the Water Main Improvements, the Water Main Easement Activities, the Ingress and Egress Easement Activities, the Ingress and Egress and Water Main Easement Area, or any facilities and activities incidental thereto. Each Grantee shall provide Grantor five (5) calendar days prior written notice or, if five (5) calendar days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section

13 (Notice) below, of the commencement, anticipated duration and termination of any Water Main Easement Activities, the Grantee providing notice may perform, respectively, as applicable. Grantees shall, to the greatest extent practicable, conduct the Water Main Easement Activities and the Ingress and Egress Easement Activities (together the **"Easements Activities"**) so as not to unreasonably interfere with or disrupt or disturb Grantor's use (including uses of Grantor's tenants, subtenants, licensees and other permitted users) of Grantor's Property in the vicinity of the Ingress and Egress and Water Main Easement Area. Further, in no event shall any such Easement Activities be undertaken in any manner which unreasonably eliminates, during such Easement Activities, vehicular access, ingress and egress to any of the Grantor Property from any public rights-of-way adjacent to the Grantor Property or the private roadways dedicated on the Grantor's Property that serve such Property and provide access to Lot 2 (the Village's Lot), without provision for reasonable alternative access, it being further understood that a temporary detour route suitable to serve such vehicular traffic and access is a permissible means of such temporary alternative access.

A. Easement Relocation. The Easements granted by this Grant of Easements for access to and the benefit of Lot 2 may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the **"New Easements"**), in connection with the future re-subdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the Easements to such new easement location is so requested and consent to the same granted, then the original Easements so granted and created by this

Grant of Easements shall be abrogated in exchange for such Lot 1 owner(s) grant of such New Easements for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of the Easements and of suitably constructing and improving the New Easement Area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on the original Easements using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of the Easements as part of the resubdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

Upon submittal of a permit application and payment of applicable fees by the Grantor or its successor-in-interest, the Grantee will permit access to and tap-ons for water lines and sanitary sewers that are located at or adjacent to Lot 1 and Lot 2 of the Property.

5. Easements Use by Grantees; Assignment of Easements. The Easements shall be used and enjoyed solely by Grantees and their respective duly authorized officers, agents, contractors, subcontractors and employees to conduct the Easements Activities in accordance with this Grant of Easements. Grantees shall not assign their respective rights under this Grant of Easements in whole or in part or grant permission to traverse, enter upon or otherwise use the Ingress and Egress and Water Main Easement Area to any other person or entity without the prior written consent of Grantor, which shall not be unreasonably withheld.

6. **Grantor's Use of Easements.** Grantor forever reserves, for itself and its own successors and assigns, the right to make any use of the Ingress and Egress and Water Main Easement Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not unreasonably interfere with or cause damage to the Water Main Improvements or the Easements or the Easements Activities granted hereunder.

7. **Restoration Obligations.** Each Party, and its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors and assigns, shall promptly and with due diligence and continuity, and as soon as reasonably practicable after engaging in any disruptive or damaging activities, repair, replace and/or restore to its former condition, using like-kind and like-quality materials, any portion of the other Parties' properties which are disturbed, altered, or damaged in any manner by such disruptive or damaging activities, at the responsible Party's sole cost and expense for the activities performed by that Party, or its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors, or assigns. To the extent commercially available, any visible above grade repair, restoration or replacement materials will be matched to the original materials in terms of color, texture, finish or quality.

In the event any such Party fails to promptly commence any such repair and/or restoration work to any part of the other Parties' properties as herein required and such failure continues for more than fifteen (15) calendar days following written notice thereof to the responsible Party, in addition to other available legal and equitable remedies, the non-responsible Party may then elect to arrange for its own contractor(s) to perform and

complete such repair and/or restoration work, at the responsible Party's expense, and the responsible Party shall be liable to the non-responsible Parties for the reasonable documented out-of-pocket expense of the same.

Further, as set forth in the foregoing Recitals, each Party recognizes the potential efficiencies and benefits of coordinating their own improvements in the vicinity of the Village Property with the improvements by the other Parties, and accordingly, in consideration of this Grant of Easements, each Party will, as may be reasonably feasible to: (i) share, in a timely manner with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements.

8. **Responsibility for Work; No Liens.** All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easements Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easements, are to be at the sole expense of the Grantee performing the Easements Activities, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantees shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Ingress and Egress and Water Main Easement Area. Each Grantee shall defend, indemnify and hold harmless Grantor and the other Grantee from and against any such claims or liens which arise out of the Grantee's own Easements Activities.

9. **Permits Required; Compliance with All Applicable Laws and Regulations.** Each Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable Federal, State and local laws, rules, regulations and ordinances in its conduct of the Easements Activities.

10. **Indemnification and Hold Harmless Provision.** Each Grantee shall, to the extent permitted by law, defend, indemnify and hold harmless Grantor, its owners, members, managers, directors, officers, tenants, licensees, permitted users, employees, agents and representatives (Grantor and such other persons being hereinafter collectively called the “**Grantor Indemnitees**”), and the other Grantee, its elected officials (if any), employees, volunteers and agents (the other Grantee and such other persons being hereinafter collectively called the “**Grantee Indemnitees**”), against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys’ fees, suffered, incurred or sustained by any of the Grantor Indemnitees or any of the Grantee Indemnitees, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the exercise by Grantee, or any other person acting on its behalf or with its authority and permission, of the rights and privileges granted Grantee under this Grant of Easements.

Notwithstanding the foregoing, a Grantee shall not be required to defend, indemnify or hold harmless the Grantor Indemnitees for the Grantor Indemnitees’ own intentional or negligent acts or omissions, and vice versa, as to Grantor’s indemnification of Grantee Indemnitees, and a Grantee shall not be required to defend, indemnify or hold

harmless the other Grantee for the other Grantee's own intentional or negligent acts or omissions.

The obligations under this section shall survive the termination or expiration of this Grant of Easements.

11. **Easements Run With the Land.** The perpetual Easements granted herein shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of Grantor and Grantees, and their respective heirs, executors, successors, grantees, lessees and assigns.

12. **No Waiver.** No waiver of any rights which the Parties have in the event of any default or breach by the other Parties under this Grant of Easements shall be implied from failure by a Party to take any action on account of such breach or default, and no express waiver by a Party shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

13. **Notice.** Any and all notices, demands, consents and approvals required under this Grant of Easements shall be sent and deemed received:

- A. on the third business day after being 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) for guaranteed next business day delivery; or
- C. by personal delivery;

if addressed to the Parties as follows:

To Grantor: Hoffmann 600 Lombard LLC

2330 Hammond Drive, Suite G
Schaumburg, Illinois 60173
Attn: Fred R. Hoffmann

With a copy to: Guerard, Kalina & Butkus
310 S. County Farm Road, Suite H
Wheaton, Illinois 60187
Attn: J. Steven Butkus

To Village: **Village of Lombard**
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Village Manager

With a copy to: Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Attn: Jason A. Guisinger / Michael T. Jurusik

To Commission: **DuPage Water Commission**
600 Butterfield Road
Elmhurst, Illinois 60126
Attn: General Manager

With a copy to: _____

Attn: _____

or to such other person(s) and address(es) as a Party may designate from time to time. Failure to deliver a courtesy copy to a Party's counsel shall not render ineffective any otherwise validly served notice upon such Party.

14. **No Waiver of Rights Under Local Governmental and Governmental Employees Tort Immunity Act.** Nothing contained in this Grant of Easements is intended to be, nor shall operate as, a waiver by Grantees of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

15. **Entire Agreement.** This Grant of Easements contains the entire agreement between the Parties with respect to the use of the Ingress and Egress and Water Main Easement Area and the Grantor Property by Grantees in connection with the Easements Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by all the Parties.

17. **No Third-Party Beneficiaries.** This Grant of Easements is entered into solely for the benefit of the Parties, and nothing in this Grant of Easements is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Grant of Easements or to acknowledge, establish or impose any legal duty to any third party.

18. **No Consequential, Special or Exemplary-Punitive Damages; Prevailing Party Shall Recover Court Costs and Attorney's Fees.** Anything to the contrary set forth herein notwithstanding, no Party to this Grant of Easements shall seek, claim, be entitled to recover or accept any award of consequential, special or exemplary-punitive damages. Otherwise, the respective Parties hereto have the specified remedies set forth herein as well as such other available legal and equitable remedies under Illinois law, including, as may be applicable, specific performance. In the event any Party files suit to enforce this Grant of Easements, then the prevailing Party in such suit shall be entitled to recover from the other Party hereto such prevailing Party's court costs and reasonable attorney's fees.

19. **Applicable Law; Venue.** This Grant of Easements shall be governed by and shall be construed in accordance with the laws of the State of Illinois. Venue for any disputes or enforcement hereof shall be in the Illinois Circuit Court for the Eighteenth

(18th) Judicial Circuit, Wheaton, DuPage County, Illinois. As a partial, mutual inducement to the Parties to enter into this Grant of Easements, each of the Parties waives its right to seek or demand any trial by jury as to any matter pertaining to this Grant of Easements.

20. Recording of the Easements; Relocation of Easements and Water Main Improvements. This Grant of Easements and its attached Plat shall be executed and recorded with the DuPage County Records Office as part of and immediately after the Village's completion of its acquisition of the aforementioned Water Tower Lot (Lot 2) from the Grantor (or its successors-in-interest). This Grant of Easements is subject to a right of the Grantor (and its successors-in-interest) as well as of the Village, and each of them, to request and be granted by the Grantees a reasonable relocation of the Easements as well as any of the constructed or proposed Water Main Improvements, as may be reasonably necessary in order to accommodate any Village-approved, actual future subdivision and subdivision improvements configuration and future site development improvements thereon (the "Subdivision Activities"), provided such relocation or adjustment will not materially adversely affect the engineered efficiencies and operations of the water main or the water tower. The costs of any such relocation of the Easements and any of the constructed or proposed Water Main Improvements, including but not limited to engineering design work, survey work and preparation of new plats of dedication of the revised Easements, preparation of construction plans, re-platting of Easements, filing of update plats of easements, construction work, construction management services, insurance premiums, performance and payment bonds, inspection services, applicable permit fees and review fees, shall be borne by the Grantor or its successors-in-interest. As part of any Subdivision Activities that require the

relocation of the Easements and the Water Main Improvements, the Parties agree to reasonably cooperate to arrange for either an amendment to this Grant of Easements or a replacement Grant of Easements instrument to be prepared and recorded to update and conform the description of such Easements with any Village-approved final subdivision plat(s), including the location of the private road that will serve Lot 2 on such Final Plat(s). Additionally, this Grant of Easements is further subject to either the Village (or the Commission as the Village's permitted assignee) having completed acquisition of such Water Tower Lot (Lot 2) from the Grantor **by not later than January 31, 2024**, and in the event completion of such acquisition of the Water Tower Lot (Lot 2) is not so timely consummated and completed by such date, then all Parties agree to cause this Grant of Easements to be vacated and eliminated of record.


[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor, the Village and the Commission have caused their names to be signed to these presents the day and year first above written.

GRANTOR: **HOFFMANN 600 LOMBARD LLC**, an Illinois Limited Liability Company

By: _____
Fred R. Hoffmann, Manager

VILLAGE: **VILLAGE OF LOMBARD**, an Illinois non-home rule municipal corporation

By: 
Keith Giagnorio, Village President

ATTEST: 
Elizabeth Brezinski, Village Clerk

COMMISSION: **DUPAGE WATER COMMISSION**

By: _____
James Zay, Chairman

ATTEST: _____
Carolyn Johnson, Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Fred R. Hoffmann, personally known to me to be the Manager of Hoffmann 600 Lombard LLC (the "Grantor"), and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that, as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2023.

Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Elizabeth Brezinski, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard (the "Village"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of December, 2023.



Notary Public



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James Zay and Carolyn Johnson, personally known to me to be the Chairman and the Clerk, respectively, of the DuPage Water Commission (the "Commission"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Chairman and Clerk, they signed and delivered the said instrument and caused the corporate seal of the Commission to be affixed thereto, pursuant to authority given by the Board of Commissioners of said Commission, as their free and voluntary act, and as the free and voluntary act and deed of the Commission, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Notary Public

Exhibit A

**Final Plat Of Subdivision For The
600 To 690 East Butterfield Road Property
(Hoffmann – Lombard Subdivision, Lombard, Illinois) with
Dedication of Ingress and Egress and Water Main Easements
for the 600 to 690 East Butterfield Road Properties**

(attached)

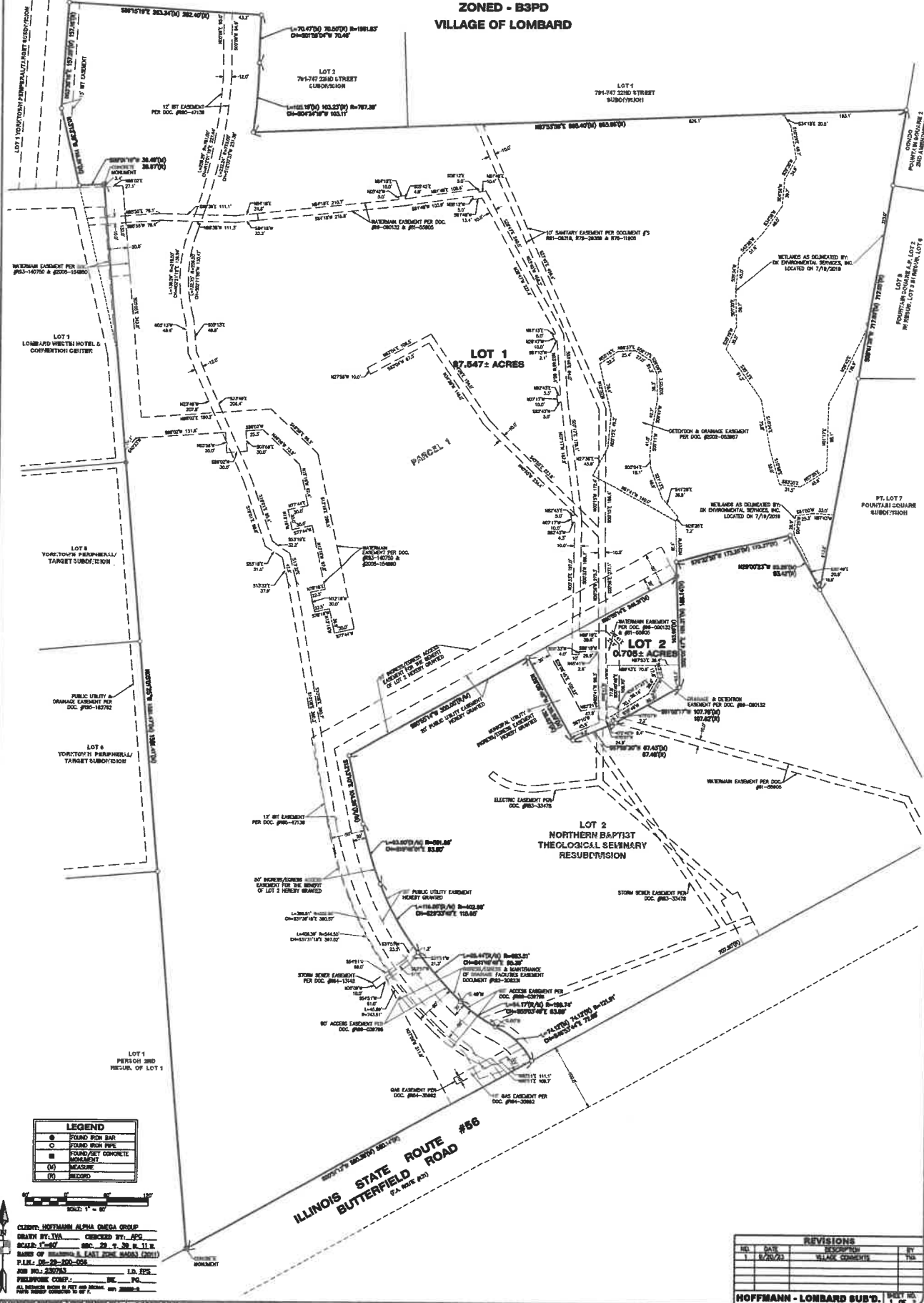


FINAL PLAT OF HOFFMANN - LOMBARD SUBDIVISION

PARCEL ID #06-20-0056

A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1
IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS.

ZONED - B3PD
VILLAGE OF LOMBARD





Vanderstappen
Land Surveying, Inc.
www.vanderstappen.com
1315 N. MADISON STREET
WOODSTOCK, ILLINOIS 60093
TEL: 815-577-4747 FAX: 815-577-4714
"Always faithful to the property line"

FINAL PLAT OF HOFFMANN - LOMBARD SUBDIVISION

A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1
IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPage COUNTY,
ILLINOIS,
ZONED - B3PD
VILLAGE OF LOMBARD

CORPORATE OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

This is to certify that _____ is the owner of the land described on the plat hereon drawn and shown hereon as subdivided, that they have caused said land to be surveyed, subdivided, stated and plotted as shown hereon, for the purpose of having this plat recorded provided by law.

To the best of our knowledge, aforesaid subdivision resides within the boundary of the following school districts:

CITY OF DUPage #605
ELEMENTARY SCHOOL DISTRICT #45
HIGH SCHOOL DISTRICT #68

In witness where we have hereunto set my hand and

Seal (s) this _____ day of _____, 2023 A.D.

President

Secretary

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____, personally known to me to be the _____ of said corporation, and _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ signed and delivered the said instrument as _____ and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, given under my hand and Notarial Seal

this _____ day of _____, 2023 A.D.

Notary Public: _____ My Commission Expires _____

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

The undersigned as Mortgagee pursuant to the mortgage dated _____ and recorded as Document No. _____ and as modified by Document No. _____ and recorded as _____ hereby

consents to the dedication and plot shown hereon.

Dated this _____ day of _____, 20____ A.D., by _____ on Whole Banking Corporation.

By _____ Attest: _____

Title: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____, personally known to me to be the _____ of said corporation, and _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ signed and delivered the said instrument as _____ and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, given under my hand and Notarial Seal

this _____ day of _____, 20____ A.D.

Notary Public: _____ My Commission Expires _____

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

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consents to the dedication and plot shown hereon.

Dated this _____ day of _____, 20____ A.D., by _____ on Whole Banking Corporation.

By _____ Attest: _____

Title: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____, personally known to me to be the _____ of said corporation, and _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ signed and delivered the said instrument as _____ and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, given under my hand and Notarial Seal

this _____ day of _____, 2023 A.D.

Notary Public: _____ My Commission Expires _____

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

This is to certify that the Village Board of Trustees of the Village of Lombard, Illinois, have reviewed and approved this Plat. Dated

this _____ day of _____, 2023 A.D.

Village President

Village Clerk

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

I, _____, Village Treasurer for the Village of Lombard, Illinois, do hereby certify that there are no delinquent or unpaid current or delinquent special assessments or any other delinquent assessments that have not been apportioned against the tract included in this plat.

Dated this _____ day of _____, 2023 A.D.

Village Treasurer

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

This is to certify that, the Community Development Director of the Village of Lombard, has reviewed and approved this Plat.

Dated this _____ day of _____, 2023 A.D.

Community Development Director

DUPage COUNTY WATER COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

This is to certify that, the DuPage County Water Commission, has reviewed and approved this Plat.

Dated this _____ day of _____, 2023 A.D.

Director

PUBLIC UTILITY EASEMENT PROVISIONS

An easement for running the subdivision and other property with electric and communication service is hereby reserved for and granted to:

COMMONWEALTH EDISON COMPANY,
AMERITECH ILLINOIS AND ILLINOIS BELL TELEPHONE COMPANY,
APPLICABLE CABLE TELEVISION COMPANY,
VILLAGE OF LOMBARD, GRANTEES

their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guy, anchors, wires, cables, conduits, transformers, pedestals, equipment cabinets, storm sewer, sanitary sewer, watermain or other facilities used in connection with overhead and underground transmission and distribution of electricity, storm sewer, sanitary sewer, watermain, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of such lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantee's facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 785 ILCS 605/2, as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the benefited use and enjoyment of which is reserved in whole or as on a proportionate basis to the entirety owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlets", "common elements", "open space", "open area", "common ground", "parking", and "common area". The term "common area or areas" and "Common Elements" include real property surfaced with interior driveways and walkways, but exclude real property physically occupied by a building, Service Business District or structures such as a pool, retention pond, or mechanical equipment.

Relocation of facilities will be done by Grantee at cost of Grantor/Lot Owner, upon written request.

NEIGHBORHOOD EASEMENT PROVISIONS

An easement for running the Lot and other property with Gas service is hereby reserved for and granted to

Northern Illinois Gas Company (NIGAS)

An easement is hereby reserved for and granted to Northern Illinois Gas Company, as Grantee, its successors and assigns (hereinafter "NIGAS") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on the plat marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E.", "Public Utility and Gasline Easement", "P.U.G.E.", "Common Area or Areas" (or similar designation), streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", together with the right to install required service connections over or under the surface of such lot and Common Area or Areas, and to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property's adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and saplings, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NIGAS facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of NIGAS. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in Section 605/2(a) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 785, Sec. 605/2(a)) as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, the benefited use and enjoyment of which is reserved in whole or as on a proportionate basis to the entirety owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlets", "common elements", "open space", "open area", "common ground", "parking", and "common area".

Relocation of facilities will be done by Grantee at cost of Grantor/Lot Owner, upon written request.

COVENANTS, CONDITIONS AND RESTRICTIONS

Covenants and Restrictions covering the Plat of Subdivision have been recorded as

Document No. _____

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING AND PLEASE RETURN TO:

Name: _____

Address: _____

City, State: _____

RECORDERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

This instrument filed for record in the Recorder's Office of DuPage County, Illinois, on this _____ day of _____, 2023 A.D.,

at _____ o'clock _____ M. and recorded as

Document Number _____

DuPage County Recorder

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.

I, _____, County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with this plat.

Dated this _____ day of _____, 2023 A.D.

DuPage County Clerk

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McHenry) S.S.

This is to certify that, I, Terry L. Van Alstine of VANDERSTAPPEN LAND SURVEYING, INC., have surveyed and subdivided subject property into 2 Lots, with no new streets, and the property as described and shown hereon, correctly represents said survey and subdivision, and is legally described as follows:

A Resubdivision of Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in the Resubdivision of Northern Baptist Theological Seminary Subdivision, being a Subdivision of part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, according to said Assessment Plat thereof recorded August 28, 2007 as Document Number 02007-150301, in DuPage County, Illinois.

I further certify that all regulations enacted by the Mayor and Village Board of Trustees of the Village of Lombard relative to annexed plots have been complied with in preparation of this Plat of Resubdivision.

I further certify that the land is within the Village of Lombard, which has adopted a Village Comprehensive Plan and Map, and is warranting the special powers authorized by Section 12 of Article 11 of the Illinois Constitution, as amended.

I further certify that based upon a review of the Flood Hazard Risk Map (F.H.R.M.) Community Panel Number's 17043001574, 17043001584, 17043001784 & 17043001784 with an effective date August 1, 2010 indicates that subject property lies within Zone's "X" and "AE" area's determined to be inside & outside the 0.25% chance of annual flooding, as identified and shown on said F.H.R.M. prepared by the Federal Emergency Management Agency.

I further certify that the total area surveyed contains 27,547± Acres (1,199,064 Square Feet).

I further certify that iron stakes or appropriate noncorrosive, marks all lot corners and point of changes in alignment, are or will be set, as required by the Plat Act (Illinois Revised Statutes 785 ILCS 205/1). All distances are shown in feet and decimals thereof.

Given under my hand and seal this 24th, day of August, 2023.

Terry L. Van Alstine, No. 035-3055
VANDERSTAPPEN LAND SURVEYING, INC.
EDISON FILE #26-02792
Expires April 30, 2025

STORMWATER MANAGEMENT AND DETENTION EASEMENT

A Stormwater Management Easement is hereby reserved for and granted to the Village of Lombard, Illinois with the area designated on the plat as "Stormwater Management Easement" for the collection, conveyance, and storage of stormwater in areas to be maintained by the owner of the lot(s) on which the facilities exist in accordance with village ordinances and the approved final engineering improvements plan. Encroachment of any kind including landscaping, fences, sheds, or accessory structures within said easement is prohibited unless the village engineer has determined said encroachment will not interfere with the proper function of said facilities. The village shall have the right to enter with personnel and equipment upon said easement at any time for the purpose of access to and inspection of the stormwater facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the village of said failure, the owner fails to make required repairs in a reasonable period of time, the village may make the required repairs and seek reimbursement from the owner for the costs incurred by the village to make the repair and/or the fee on the property.

IMPROVEMENTS EASEMENT PROVISIONS

The ingress/egress across easement hereby granted for the benefit of Lot 2, may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner(s) of that portion of Lot 1 as is so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the "new easement"), in connection with the future re-subdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the easement to such new easement location is so requested and consent to the same granted, then the original subject easement to be granted and created by this Plat shall be abrogated in exchange for such Lot 1 owner(s) grant of such new easement for the benefit of such Lot 2. The Lot 1 owner(s) grant of such new easement for the benefit of such Lot 2 shall bear the reasonable costs and expenses of relocation of such easement and of abutting constructing and improving the new easement area with road improvements and other utility infrastructure similar to those as not been previously constructed and installed on such original easement area created by this Plat using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing upon the relocation of such easement as part of the re-subdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/20/23	VALUE COMMENTS	TVL
2	11/09/23	ADD EASEMENT PROVISION	TVL

HOFFMANN - LOMBARD SUBD. SHEET NO. 1 OF 2

ALL SELLERS MUST SIGN A DISCLOSURE AFFIDAVIT THAT IS SUBSTANTIALLY SIMILAR TO THE ONE BELOW

DISCLOSURE AFFIDAVIT

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