

ORDINANCE NO. 5232

**AN ORDINANCE AUTHORIZING THE PURCHASE OF THE  
PROPERTY COMMONLY KNOWN AS 129 WEST ST. CHARLES ROAD**

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

SECTION 1: The president and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3121, 3122 and 3123, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. American National Bank, as Trustee Under Trust No. 106333-03 is the fee simple title holder, and Dr. Umang S. Patel is the beneficial owner, (said Trust and Dr. Patel being hereinafter collectively referred to as the "SELLERS") of a portion of the REDEVELOPMENT PROJECT AREA, said property being legally described on EXHIBIT B attached hereto and made part hereof, on which Dr. Patel currently maintains a medical office facility (hereinafter referred to as the "SUBJECT PROPERTY").
- E. The VILLAGE desires to acquire the SUBJECT PROPERTY so that it can be redeveloped in furtherance of the redevelopment plan and project relative to the DOWNTOWN TIF DISTRICT.
- F. It is the desire of the SELLERS to sell the SUBJECT PROPERTY to the VILLAGE for the sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 (\$230,000.00) DOLLARS, plus moving expenses and tenant improvement costs incurred by the SELLERS in the amount of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS.

G. It is in the best interest of the VILLAGE to acquire the SUBJECT PROPERTY so that redevelopment within the DOWNTOWN TIF DISTRICT can continue.

SECTION 2: Based upon the foregoing, the President and Clerk of the VILLAGE be and they are hereby authorized and directed to purchase the SUBJECT PROPERTY, for the consideration set forth in subsection 1F above, pursuant to the terms and conditions set forth in the REAL ESTATE SALES CONTRACT attached hereto as EXHIBIT C and made a part hereof, for the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said REAL ESTATE SALES CONTRACT attached hereto as EXHIBIT C, as may be necessary or convenient to consummate such purchase.

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

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

First reading waived by action of the Board of Trustees this 16th day of January, 2003.


Passed on second reading this 16th day of January, 2003.

AYES: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

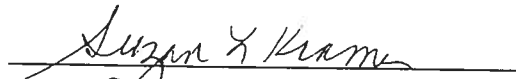
NAYS: None

ABSENT: None

APPROVED by me this 16th day of January, 2003.

  
William J. Mueller  
Village President

ATTEST:

  
Suzan Kramer  
Village Clerk

Published by me in pamphlet form this 23rd day of January, 2003.

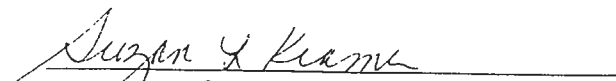
  
Suzan Kramer  
Village Clerk

EXHIBIT A

DOWNTOWN LOMBARD TIF LEGAL DESCRIPTION

ALSO KNOWN AS:

LOTS 1 AND 2 OF THE RESUBDIVISION OF LOT 6 OF BLOCK 27 OF THE ORIGINAL TOWN TO LOMBARD, LOTS 1, 2, 3, AND 4 OF THE ORIGINAL TOWN OF LOMBARD. LOTS 1, 2, 3, THE NORTH 25 FEET OF LOT 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, LOTS 1, 2, 3, 4, AND 5 IN OWNER'S SUBDIVISION IN BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 11 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 3, 4, 5, 6, 7, AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND 18 IN GROVE PARK SUBDIVISION 1<sup>ST</sup> ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4, AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2, AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6, AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10, AND 11 IN HULL'S J.B. SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

OF THAT PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET, 499.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 22 AND RUNNING THENCE EASTERLY TO A POINT ON THE CENTER LINE OF SAID BLOCK 22 THAT IS 386.6 FEET TO THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY, LINE OF SAID PARKSIDE AVENUE TO THE EAST LINE OF MAIN STREET; THENCE SOUTH ON THE EAST LINE OF MAIN STREET, 291.85 FEET TO THE PLACE OF BEGINNING, LOTS 1, 2, AND 3 IN JAMES' SUBDIVISION OF PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 28, 29, 30, AND 31 OF PART OF BLOCK 22 IN N. MATSON & OTHERS RESUBDIVISION, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 IN BLOCK 17 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 IN BLOCK 16 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 7, 8, 9, 10, 11, 12, 13, 14,

15, 16, 17, AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 IN BLOCK 18 OF H. O. STONE & COMPANY'S ADDITION TO LOMBARD, LOMBARD TOWER CONDOMINIUMS, CHARLOTTE-GARFIELD CONDOMINIUMS, INCLUDING ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT B**

Legal Description: Lot 5 in J.B. Hull's Subdivision of Lot 3 in Block 19 in the Original Town of Lombard, a subdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

Common Address: 129 West St. Charles Road, Lombard, Illinois, 60148

P.I.N.: 06-07-209-006

EXHIBIT C

REAL ESTATE SALES CONTRACT

(129 West St. Charles Road, Lombard, Illinois)

THIS AGREEMENT (hereinafter referred to as the "Contract"), dated January \_\_\_\_, 2003, is made between the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as "Buyer" or "Village"), and American National Bank, as Trustee Under Trust No. 106333-03, and Dr. Umang S. Patel (hereinafter referred to as "Seller").

Seller and Buyer agree as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase from Seller, under the terms and conditions set forth in this Contract, fee simple title to the following described real property (the "Real Estate"):

Legal Description: Lot 5 in J.B. Hull's Subdivision of Lot 3 in Block 19 in the Original Town of Lombard, a subdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

Common Address: 129 West St. Charles Road, Lombard, Illinois, 60148

P.I.N.: 06-07-209-006

A. Environmental Inspection. Notwithstanding any term to the contrary in this Contract, prior to the closing, the Buyer shall have the right at any time, at its sole cost and expense, to select and retain environmental and other consultants to examine and inspect the physical condition of the Real Estate (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 (hereinafter "Environmental Assessment"). Seller hereby grants and will cause any tenants to grant, to the Buyer and its consultants, their employees, agents, subcontractors and representatives, an irrevocable license and authorization to enter upon the Real

Estate to conduct the environmental and engineering investigation and will do nothing to interfere with the investigation of the Real Estate (including the groundwater thereunder). Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Real Estate (including the groundwater thereunder). Seller shall provide all documents and information in Seller's possession, custody or control which relate or refer to the Real Estate (including the groundwater thereunder), its present and prior uses, or to the activities at or near the Real Estate (including the groundwater thereunder) which may be requested by the Buyer. If requested, Seller will make available to the Buyer's consultants those key people having knowledge about the environmental practices and procedures of the Seller and prior occupants of the Real Estate, and, if necessary, will make available all documents and information in Seller's possession, custody or control which relate to adjacent property. Seller shall notify the Buyer of the location and description of all public and private utilities on or below the Real Estate.

**B. Option to Terminate.** The Buyer shall not be obligated to take title to the Real Estate if, in the Buyer's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Environmental Assessment) it determines that the use or condition of the Real Estate (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, or if at any time prior to closing the Buyer otherwise becomes aware of, 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 (as hereinafter defined). Pursuant to this Paragraph 1, the Buyer shall have the right, in its sole and exclusive judgment, to revoke its acceptance of this Contract prior to taking

title to the Real Estate, upon written notice to the Seller, and to revoke the Resolution, if any, accepting this Contract and approving the purchase of the Real Estate and to declare the Resolution and Contract null and void. The option to terminate this Contract, as provided for by this Subparagraph 1B, shall be exercised by Buyer, if at all, within forty five (45) days of the approval of this Contract by the Corporate Authorities of the Village.

2. **PRICE.** The total purchase price for the Real Estate to be paid by Buyer to Seller is TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00) (the "Real Estate Price"), subject to the provisions set forth in this Contract, including without limitation, the provisions set forth below in Subparagraphs 2A and 2B. In addition to the Real Estate Price, Buyer shall make a one-time lump sum payment to Seller, in the amount of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), to compensate the Seller for moving expenses and tenant improvement costs incurred by the Seller (the "Relocation Reimbursement"). The Real Estate Price and the Relocation Reimbursement are payable as follows:

A. **Earnest Money.** FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), as earnest money (the "Earnest Money"), shall be deposited by the Buyer with the Seller's attorney as escrowee (the "Escrowee"), within seven (7) business days of the effective date of this Contract. The Earnest Money shall be for the benefit of and use of the Buyer at closing to satisfy a portion of the Real Estate Price.

B. **Payment at Closing.** At closing, Buyer shall pay to Seller the balance of the Real Estate Price, plus or minus prorations, along with the Relocation Reimbursement.



3. **CLOSING DATE.** The time of closing shall be within ninety (90) days from the effective date of this Contract, or on such later date, if any, which is modified by reason of Paragraph 11 or by agreement of the parties, at the Chicago Title Insurance Company office closest to Lombard, Illinois.

4. **POSSESSION.** Possession shall be delivered to Buyer at the time of closing free and clear of any liens, mortgages, leases, licenses, occupancies, tenants and/or occupants. The Seller shall provide to the Buyer, within ten (10) business days of the effective date of this Contract, a sworn written confirmation of all current leases, licenses, occupancies in effect in regard to the Real Estate and a tenant/occupant summary list or a sworn statement that no written leases, licenses or occupancies are in effect for the Real Estate 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 Real Estate, or any portion thereof. A true and correct copy of the Seller's sworn written lease/license/occupancy confirmation and tenant/occupant summary list or the above-mentioned sworn statement (whichever is applicable) shall be attached to this Contract as Group Exhibit 1 and made a part hereof. The Buyer, at its option, shall have the exclusive right to cancel and revoke its approval and acceptance of this Contract if there are current leases, licenses, occupancies that extend beyond the closing date and which the Seller cannot cancel prior to the closing date.

5. **DEEDS.** Title to the Real Estate shall be conveyed to Buyer, by recordable Warranty or Trustee's Deed, with a proper Bill of Sale (if applicable), subject only to general Real Estate taxes for the year 2002, and thereafter; covenants, conditions and restrictions of record; and private, public and utility easements and roads and highways, if any (the

"Permitted Exceptions"). Seller shall also execute and deliver, at closing, any and all documents, in addition to the Warranty or Trustee's Deed, including an Affidavit and Covenants of Title, Extended Title Insurance Coverage Affidavit, and Grantor/Grantee Statement, reasonably requested either by the Buyer or the title insurer to consummate the sale and purchase provided for herein and to vest title in Buyer subject only to the 2002 general real estate taxes and the Permitted Exceptions.

6. **SURVEY**. Buyer shall obtain, at Buyer's expense and in a form satisfactory to Buyer, an ALTA/ASCM survey of the Real Estate dated not more than six (6) months prior to the closing date. The survey shall: (a) be prepared in accordance with the ALTA/ASCM Land Title Survey Standards; (b) satisfy, at a minimum, Table A Options (1, 2, 3, 4, 7(a), 8, 10, 11, 13 and 16); and (c) be certified to Chicago Title Insurance Company so that Chicago Title will issue extended coverage (Policy Modification Endorsement 4). At closing, Seller shall provide to Buyer and Chicago Title Insurance Company in a form reasonably satisfactory to Buyer, and sufficient to permit Chicago Title Insurance Company to provide extended title insurance coverage, an affidavit warranting that nothing has occurred since the date of the survey which would affect its accuracy.

7. **TITLE INSURANCE**. At least five (5) business days prior to the closing date, Buyer shall obtain at Buyer's expense a commitment from Chicago Title Insurance Company to issue an owner's title insurance policy, on the current Chicago Title Insurance Company form, with extended coverage endorsement over all general title exceptions, in the amount of the Real Estate Price covering the date hereof, subject only to: (1) the Permitted Exceptions set forth above in Paragraph 5; (2) title exceptions pertaining to liens or

encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing); and (3) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof, to have the exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by the exceptions (other than encroachments disclosed by survey) and the closing date shall be delayed, if necessary, during the thirty (30) day period to allow Seller time to have the exceptions waived. If the Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer may terminate the Contract or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the Real Estate Price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the Contract shall become null and void, without further action of the parties, and all monies paid by the Buyer hereunder, shall be refunded. If the title commitment conforms with Subparagraph 10.A, it shall be conclusive evidence of good title as therein shown as to all matters insured by the policy. Any unpermitted exceptions to which the title insurer commits to insure shall be subject to Buyer's approval in its sole discretion. As a condition of the closing, and at Buyer's expense, the title commitment shall be later dated to cover the closing date and the recording of the Warranty or Trustee's Deed.

8. **ESCROW CLOSING.** At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through an escrow closing at the title company in accordance with the general provisions for such closings consistent with the terms of this Contract. Upon creation of such an escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the Purchase Price and delivery of the deed shall be made through the escrow. The cost of the escrow closing shall be paid by the party requesting the escrow, except that Seller shall pay the cost of a New York style escrow closing even if Buyer initially requested closing in escrow.

In the event a closing or settlement fee is charged by the title insurer or entity performing the closing, the Buyer shall be responsible for the cost of any such fee.

9. **PRORATIONS.** General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed valuation times the latest known tax rate as adjusted by all multipliers and then increased five percent (5%). All service contracts, utilities and other items that are customarily prorated shall be prorated as of the closing date. The parties acknowledge that as the 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).

10. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.**

The covenants, representations and warranties contained in this Paragraph 10 shall be deemed remade as of the date of closing and shall survive the closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any

investigation the Village may have made with respect thereto, or any information developed by or made available to the Village prior to the closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the closing date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Real Estate, all subject only to the 2002 real estate taxes and 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. The Real Estate as conveyed to Buyer shall include all rights of the Seller to use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the land.

C. **Pending and Threatened Litigation.** There are no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Real Estate.

D. **Eminent Domain, etc.** There is no pending or, to the best knowledge and belief of Seller, contemplated eminent domain, condemnation or other governmental taking of the Real Estate or any part thereof, except as to Buyer's intention to use its eminent domain authority to obtain the Real Estate but for this Contract.

E. Access to Real Estate Utilities. No fact or condition exists which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Estate.

G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Real Estate are bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Estate are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Real Estate is not subject to, any contract or agreement of any kind whatsoever, written or oral,

formal or informal, with respect to the Real Estate, other than this Contract. 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

Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Real Estate 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 Real Estate, or any portion thereof.

I. **Mechanic's Liens.** All bills and invoices for labor and material of any kind relating to the Real Estate 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 Real Estate.

J. **Governmental Obligations.** To the best knowledge of Seller, there are no unperformed obligations relative to the Real Estate outstanding to any governmental or quasi-governmental body or authority.

K. **Hazardous Materials.**

- (1) From the date hereof to closing, Seller agrees (i) to operate, maintain and manage the Real Estate (including the groundwater thereunder) in the ordinary course of business; (ii) that the Real Estate (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); and (iii) to maintain existing insurance on the Real Estate.

- (2) Seller has no actual or constructive knowledge of: (i) the presence of any Hazardous Materials (as defined below) on, under or in the Real Estate (including the groundwater thereunder); (ii) any spills, releases, discharges, or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Real Estate (including the groundwater thereunder); (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Real Estate (including the groundwater thereunder) as a result of any construction on, or operation and use of the Real Estate (including the groundwater thereunder); (iv) the presence of any equipment containing polychlorinated biphenyl ("PCB"); or (v) the presence of any asbestos in use or on the Real Estate;
- (3) To the best knowledge and belief of Seller, the Real Estate has never been used and will not be used before the date of closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. The Real Estate (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has



received no notice of nor does the Real Estate (including the groundwater thereunder) violate any 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, land 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. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601, et seq. ("TSCA"), the occupational, Safety and Health Act, 29 U.S.C. §651, et seq., the Clean Air Act, 42 U.S.C. §7401, 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. ("HMTA"), the Clean Water Act, 33 U.S.C. §1251, et seq., the Safe Drinking Water Act, 42 U.S.C. 300f, et seq., the Clean Air Act, as

amended, 42 U.S.C. §7401, et seq., the Uranium Mill Tailing Radiation Control Act, 42 U.S.C. §655, 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. ("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 CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as

defined in HMTA; "chemical substance or mixture" as defined in 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.

- (4) Seller has received no notice of and to the best of Seller's knowledge and belief the Real Estate (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Real Estate (including the groundwater thereunder) or its use. With respect to the Real Estate (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any federal, state or local Environmental Laws or health or safety law or regulation may have been committed or is about to be committed with respect to the Real Estate (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state or local Environmental Laws or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or clean-

up of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) 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 (v) receive any notice that the Real Estate 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) days from Seller's receipt thereof.

- (5) There are no proceedings pending or, to the best knowledge and belief 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 Real Estate. 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 Real Estate.

(6) Seller hereby covenants and agrees, at Seller's sole cost and expense, to unconditionally indemnify, defend and hold the Village, its trustees, officers, servants, employees, agents, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits, proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws, or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates directly or indirectly resulting from the presence of Hazardous Material on or in the Real Estate (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on or from the Real Estate (including the groundwater thereunder) during the time period during which Seller was the owner of the Real Estate.

Seller shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Contract. In the event that the Buyer or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Contract, the Buyer and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Seller pursuant to the indemnification provisions herein. Seller shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Contract and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Contract. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the Seller to compel such payment. The Seller also agrees that it will not settle or compromise any action, suit or proceeding without the Buyer's prior written consent, which consent shall not be unreasonably withheld.

Promptly following completion of any actions imposed upon Seller under any Environmental Laws, Seller shall obtain and deliver to the Buyer an environmental report in form and substance acceptable to the Buyer from an environmental consultant acceptable to the Buyer, stating that all required action has been taken, and that upon completion of such action, the Real Estate is, to the knowledge of such professional, then in compliance with all applicable Environmental Laws.

- (7) **Duration of Indemnity.** The duration of the indemnification hereunder shall be for a three (3) year period from the date of the closing on the Real Estate with respect to the existence of any environmental pollution or Hazardous Materials existing on the Real Estate (including the groundwater thereunder) at the time of the execution of this Contract and placed there prior to closing. Notwithstanding the foregoing, this Contract shall not be construed to impose liability on the Seller for Hazardous Materials placed, released or disposed of on the Real Estate (including the groundwater thereunder) through no fault of Seller or its respective agents, employees or contractors after the closing.
- (8) **Payment of Village's Expenses.** In any pending or threatened litigation, contest, dispute, suit or proceeding (whether instituted by Buyer, Seller or any other party, including any governmental agency

charged with enforcement of any Environmental Law) in any way relating to this Contract and the indemnification described herein, or to enforce the indemnification hereunder or, if the Buyer has a reasonable basis to believe that a violation of the Environmental Laws exist in regard to the Real Estate (including the groundwater thereunder), the Buyer shall have the right to retain counsel and environmental sciences consultants of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such services shall be payable by Seller within thirty (30) days of demand.

- (9) **Obligations Absolute and Waivers.** Seller unconditionally waives the following defenses to enforcement of this Contract: (i) all presentments, demands, demands for performance, notices of nonperformance, protests, notices of protest, dishonor, nonpayment, partial payment, default and protest, notices of acceptance of this Contract, and all other notices and formalities to which the Seller may be entitled; (ii) any right to require a person or entity to proceed against Seller or any guarantor or to proceed against or exhaust any collateral; (iii) any defense arising by reason of any disability of Seller or any guarantor; (iv) any defense arising by reason of the manner in which any person or entity has exercised its remedies under this Contract; (v) any defense based upon an election of remedies by



the Buyer; (vi) any right of subrogation and any rights to enforce any remedy which the Buyer now has or may hereafter have against Seller and any benefit of, and any right to participate in, any security now or hereafter held by the Buyer; and (vii) to the extent permitted by law, any right to assert against the Buyer any legal or equitable defense, counterclaim, set off, crossclaim or right of contribution which the Seller may now or at any time or times hereafter have against any other person or entity. In addition, the parties affirmatively state that they have made themselves aware of 42 U.S.C. §9607(e), and waive any rights they may otherwise have to assert that such statute does not permit, or render as invalid, the waivers or indemnity provisions contained in this Contract.

- (10) **No Waiver.** Seller's obligations hereunder shall in no way be impaired, reduced or released by reason of the Buyer's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding violations of any Environmental Laws governing the Real Estate (including the groundwater thereunder).
- (11) **Inconsistent Provisions.** Seller's liability hereunder shall not be limited by the other provisions contained in the Contract, and Seller agrees that the indemnification contained herein is separate,

independent of and in addition to Seller's other undertakings under the Contract.

- (12) **Successors and Assigns.** The indemnification contained in this Agreement shall be continuing, irrevocable and binding on the Seller and Seller's respective successors and assigns, and this Contract shall be binding upon and shall inure to the benefit of the Buyer and the Buyer's successors and assigns.

L. **IRPTA.** Seller represents and warrants that the Real Estate is exempt from the provisions of the "Illinois Responsible Property Transfer Act"; however, within seven (7) days of the date that this Contract is executed by the Seller, the Seller shall complete, execute and deliver to the Buyer or Buyer's attorney a document which will contain those representations and information similar to the representations and information set forth in an Environmental Disclosure Document for Transfer of Real Property described in said Act.

M. **Soil Conditions and Flood Plain.** Seller represents and warrants that the Real Estate is not located in any flood plain or flood hazard area as designated by any local, state, or federal government or governmental agency.

N. **Easements.** The Real Estate is adjacent to and has full and free access on all perimeter areas to and from public streets, such that no private easements or agreements are necessary to afford access to or from the Real Estate.

O. **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. Seller will furnish Buyer at closing with the Exemption Certificate set forth in said Section.

P. No Condominium. There has never been any documentation executed, recorded or transmitted and no other actions have been taken, by Seller or others, to establish all or any portion of the Real Estate as a condominium or cooperative property under any applicable law or ordinance.

In the event of the breach of any warranty or representation made herein or elsewhere in this Contract by Seller, Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach, including all incidental and consequential damages. These representations, warranties, and indemnities of Seller shall survive the closing.

When used in Paragraph 10, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

11. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING. In all events, the obligations of Buyer to make the payments and to close this transaction are contingent upon; (i) title to the Real Estate being shown to be good and marketable as required by this Contract or being accepted by Buyer; (ii) the conditions precedent to closing provided for in this Contract being satisfied or, for any non-fulfilled condition(s), a waiver by Buyer in writing, (iii) the representations and warranties of Seller contained in Paragraph 10 and elsewhere in this Contract being true and accurate or waived by Buyer in writing as of the closing date; and (iv) Seller having performed all

of its covenants and otherwise having performed all of its obligations and fulfilled all of the conditions required of it in order to close. 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, Buyer may, at its option: (a) elect to enforce the terms hereof by action for specific performance; or (b) attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the contemplated closing date, charging Seller for any costs incurred in doing so and, following such attempt, to either: (a) terminate this Contract and receive a prompt refund of the Earnest Money, or (b) proceed to close this transaction notwithstanding such breach or nonperformance. In the event that the Buyer terminates this Contract under this paragraph, except for Buyer's right to recoup its costs associated with attempting to cure the breach, as set forth above, Buyer shall only be entitled to the return of the Earnest Money, with each party to be responsible for their own additional costs, if any. 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. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to declare a forfeiture and to retain the Earnest Money as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Earnest Money 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) days from receipt of the notice to cure the default.

12. **BINDING EFFECT.** This Contract shall enure 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.

13. **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 attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

14. **NOTICES.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the parties to this Contract at the addresses set forth below or at such other addresses as may be designated in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile. Either party may change its address for notice

purposes by giving notice to that effect in the manner set forth herein, provided such change of address shall not be deemed received until actual receipt thereof by the addressee. Notices sent by or to Seller's attorney or Buyer's attorney shall constitute effective notice hereunder.

If to Buyer:

William T. Lichter  
Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148  
(630) 620-5717 - phone  
(630) 620-8222 - fax

with a copy to:

Klein, Thorpe and Jenkins, Ltd.  
Attention: Thomas P. Bayer  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606-2903  
(312) 984-6422 - phone  
(312) 984-6444 - fax

If to Seller:

Dr. Umang S. Patel  
8585 Timber Ridge Drive  
Burr Ridge, Illinois 60527  
(630) \_\_\_\_\_ - phone  
(630) 910-4157 - fax

with a copy to:

Frederick E. Roth  
Roth Law Firm  
47 East Chicago Avenue  
Suite 360  
Naperville, Illinois 60540  
(630) 778-1100 - phone  
(630) 778-1121 - fax

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

15. **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 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.

16. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Village, an Owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any real interest, real or personal, in the Real Estate, 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 7 1/2% percent interest, real or personal, in the Real Estate. The sworn affidavit shall be substantially similar to the one described in Exhibit "2" attached hereto and made a part of this Contract.

17. **EXHIBITS.** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Contract and are identified as follows:

- A. Group Exhibit 1 - Seller's sworn written lease/license/occupancy confirmation and tenant list/summary or sworn statement required by Paragraph 4 above.
- B. Exhibit 2 - Disclosure Affidavit.

18. MISCELLANEOUS.

A. Time is of the essence of this Contract.

B. Wherever under the terms and provisions of this Contract the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

C. This Contract may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Contract.

D. This Contract provides for the purchase and sale of real 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 of DuPage County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

E. The terms, provisions, warranties and covenants made herein, shall survive the closing and delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

F. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

G. In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract



shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

H. This Contract and the Exhibit(s) attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate 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.

I. The parties hereto agree that this Contract may be recorded with the DuPage County Recorder of Deeds against title to the Real Estate at Buyer's expense.

J. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

K. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

L. 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.

M. In construing this Contract and/or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Contract, or any portion thereof.


N. Seller shall have the right to remove any removable fixtures installed by Seller, such as cabinets, equipment and furniture, from the building on the Real Estate prior to the closing date.

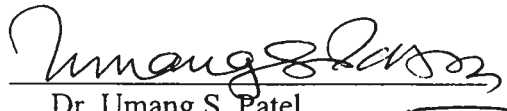
19. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Contract, which date shall be the date stated on the first page of this Contract.

**IN WITNESS WHEREOF**, the Village of Lombard, pursuant to authority granted by the adoption and approval of a Resolution by its President and Board of Trustees, has caused this Contract to be executed by its Village President and attested by its Village Clerk, and Dr. Umang S. Patel has signed this Contract and his signature has been attested by a Notary Public, and the appropriate officers of American National Bank have executed this Contract on behalf of the trust, pursuant to the direction of the beneficiaries thereof.

BUYER: VILLAGE OF LOMBARD

SELLER:

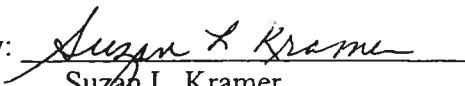
By:   
William J. Mueller  
Village President

By:   
Dr. Umang S. Patel

Date: January 16, 2003

Date: 1/8/03

Attest:

By:   
Suzan L. Kramer  
Village Clerk

AMERICAN NATIONAL BANK, UNDER  
TRUST NO. 10633-03

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

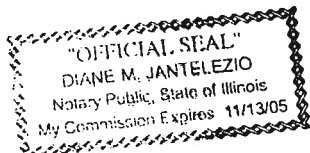
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

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 WILLIAM J. MUELLER and SUZAN L. KRAMER, personally  
know to me to be respectively the Village President and Clerk of the Village of  
Lombard, DuPage County, Illinois, 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 Clerk they signed  
and delivered the said instrument as Village President and Clerk of said Village, and  
caused the corporate seal of said Village 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 said Village for the uses and purposes therein set forth.

Given under my hand and seal this 16<sup>th</sup> day of January,  
2003.

Diane M. Jantelezio  
Notary Public

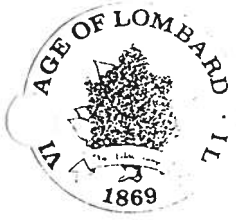


STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Dr. Umang S. Patel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
NOTARY PUBLIC



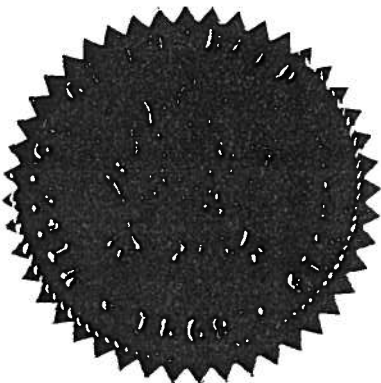
I, **Suzan L. Kramer**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of ORDINANCE 5232

AUTHORIZING THE PURCHASE OF THE  
PROPERTY COMMONLY KNOWN AS  
129 WEST ST. CHARLES ROAD,  
PIN # 06-07-209-006

of the said Village as it appears from the official records of said Village duly passed on January 16, 2003.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 3<sup>rd</sup> day of February, 2003.



*Suzan L. Kramer*  
Suzan L. Kramer *Suzanne A. Johnson*  
Village Clerk *Deputy Village Clerk*  
Village of Lombard  
DuPage County, Illinois