

MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DLH*

DATE: May 24, 2002

SUBJECT: Acquisition of 10 W. Maple Street

Staff has negotiated the purchase of the above-captioned property. A copy of the purchase and sales agreement is attached.

Pursuant to the agreement the estate of Harold Hartwig will be paid \$212,500. The Village will make a down payment of \$10,000 and the closing date will be on or before August 9, 2002. The property is sold in an "as is" condition with the seller retaining the right to salvage all fixtures prior to closing. The Village enjoys the right to assign the contract as it sees fit.

The funds to purchase the property will come from the Parking fund. At such point when the Village takes possession of the property it will be razed.

Staff seeks Village Board approval for the Village President and Village Clerk to sign the real estate agreement. Should you or members of the Village Board have any questions regarding this matter, please do not hesitate to contact me.

DAH:jd

m:\worduser\director\memos\10 w. maple

RESOLUTION
R _____ 03

A RESOLUTION AUTHORIZING SIGNATURES OF
PRESIDENT AND CLERK ON A
REAL ESTATE SALES CONTRACT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Real Estate Sales Contract for the purchase of real property from Jerry Hartwig, Executor of the Estate of Harold M. Hartwig, deceased, to the following described property:

THE WEST 74.4 FEET OF LOTS 12, 13 AND 14 (AS MEASURED
ALONG THE SOUTH LINE OF LOT 14 AND THE NORTH LINE OF
LOT 12) IN CAVERNO'S SUBDIVISION, BEING A RESUBDIVISION
OF PART OF BLOCK 21, IN THE TOWN OF LOMBARD BEING A
SUBDIVISION IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN
ACCORDING TO THE PLAT OF SAID CAVERNO'S SUBDIVISION
RECORDED MAY 17, 1912 AS DOCUMENT 108107 IN DUPAGE
COUNTY, ILLINOIS.

PIN: 06-07-213-011

Common Address: 10 W. Maple Street, Lombard

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Contract as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Contract as attached hereto

Adopted this ____ day of _____, 2002.

Ayes: _____

Nayes: _____

Re: Resolution No. _____

Re: 10 W. Maple Ave.

Page 2

Absent: _____

Approved this _____ day of _____, 2002.

William J. Mueller
Village President

ATTEST:

Suzan L. Kramer
Village Clerk

REAL ESTATE SALES CONTRACT

(10 West Maple Street)

THIS AGREEMENT, dated _____, 2002 is made between the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as "Buyer" or "Village"), and Jerry Hartwig, Executor of the Estate of Harold M. Hartwig, deceased, (hereinafter referred to as the "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 real property legally described on Exhibit "A", attached hereto and made part hereof, said real property being commonly known as 10 West Maple Street, Lombard, Illinois, 60148, and identified by P.I.N. 06-07-213-011 (hereinafter the "Real Estate"):

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. 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 Ordinance, if any, accepting this Contract and approving the purchase of the Real Estate and to declare the Ordinance and Contract null and void.

2. **PRICE**. The total purchase price (the "Purchase Price") to be paid by Buyer to Seller is TWO HUNDRED TWELVE THOUSAND AND FIVE HUNDRED AND NO/100 DOLLARS (\$212,500.00), to be paid to Seller at closing. The Purchase Price is payable as follows:

A. **Earnest Money**. Buyer shall place with Buyer's Attorney, as Escrowee, the sum of \$10,000.00 as earnest money, to be deducted from the balance the buyer must pay at closing. Earnest money will not be held in an interest bearing account.

B. **Payment at Closing**. At closing, Buyer shall pay to Seller the balance of the Purchase Price, plus or minus prorations.

3. **CLOSING DATE**. The time of closing shall be on or before August 9, 2002, or on such later date, if any, which is necessitated by reason of Paragraph 11 or by agreement of the parties, at Chicago Title Insurance Company, Wheaton, 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. All personal property must be removed from the property prior to the closing date. Fixtures may also be removed by Seller prior to closing as long as the Real Estate is kept secure from intrusion.

5. **DEEDS**. Title to the Real Estate shall be conveyed to Buyer, by recordable Warranty or Executor's Deed, 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, ALTA Statement, Illinois Real Estate Transfer Declaration and Extended Title Insurance Coverage Affidavit, 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 2002 general real estate taxes and the Permitted Exceptions.

6. **SURVEY**. Not less than 15 days prior to closing, Seller shall provide, at its expense and in a form satisfactory to Buyer, a current Plat of Survey of the Real Estate dated not more than six (6) months prior to the closing date by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines all easements of record, building set back lines of record, fences, all building and other improvements on the real estate and distances thereof to the nearest two lot lines.

7. **TITLE INSURANCE**. At least five (5) business days prior to the closing date, Seller shall obtain at its 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 Purchase 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 Purchase 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 parties agree to share equally 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 prior year's taxes 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.** Buyer has no actual or constructive knowledge of: (a) the presence of any Hazardous Substance (as herein defined) in the Real Estate; (b) any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Real Estate; (c) any spills or disposal of Hazardous Substances that have occurred or are occurring off the Real Estate as a result of any operation and use of the Real Estate; (d) the presence of any equipment containing polychlorinated biphenyl ("PCB"); or (e) the presence of any asbestos in use or on the Real Estate.

In connection with the use of the Real Estate, Seller represents that he has no knowledge of any failure to comply with all applicable local, state, and federal environmental laws, regulations pertaining to reuse, sale, storage, handling, transport, or disposal of any Hazardous Substances.

"Hazardous Substances" as used in this Contract shall mean: Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic

materials, a hazardous or toxic substance, or other similar term by any federal, state or local environmental statute, regulation or ordinances presently in effect or that may be promulgated in the future as such statutes, regulations or ordinances may be amended from time to time through the closing.

L. **IRPTA.** Seller represents and warrants that the Real Estate is exempt from the provisions of the "Illinois Responsible Property Transfer 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. To the best knowledge and belief of Seller, the Real Estate has not been built or used, in whole or in part, on or as a landfill and the soil is not contaminated by Hazardous Substances due to any act of the Seller, its officers, agents or employees.

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 (if any), or (b) proceed to close this transaction notwithstanding such breach or nonperformance. In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity. If Buyer is found to have defaulted under the terms of this Contract by a court of competent jurisdiction, Buyer shall pay all reasonable attorneys' fees and court costs incurred by Seller. Notwithstanding the foregoing, Buyer shall not be in default of this Contract if its actions are due to the legislative acts of local or state government and 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:

Village of Lombard
Attn: David Hulseberg
Director of Community Development
255 East Wilson
Lombard, Illinois 60148
(630) 620-5700 - phone
(630) 629-2374 - fax

with a copy to:

Klein, Thorpe and Jenkins, Ltd.
Attention: George A. Wagner
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903
(312) 984-6468 - phone
(312) 984-6444 - fax

If to Seller:

Jerry Hartwig
Executor of the Estate of Harold M. Hartwig
1220 S. Lorraine, Unit 2D
Wheaton, Illinois 60187
(630) _____ - phone
(630) _____ - fax

with a copy to:

(630) _____ - phone
(630) _____ - 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 "B" attached hereto and made a part of this Contract.

17. **ASSIGNMENT.** This Contract may be assigned to any other person or entity by the Buyer, without the prior consent of the Seller, by providing Seller with written notice of said assignment. In the event of such an assignment, the Buyer shall be released from any and all obligations under this Contract, and Seller agrees to look only to the assignee of Buyer for performance under this Contract.

18. **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. Exhibit "A" - Legal Description of the Real Estate
- B. Exhibit "B" - Disclosure Affidavit.
- C. Exhibit "C" - Lead Paint Disclosure.
- D. Exhibit "D" - Residential Real Property Disclosure.

19. **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. The parties agree that the property shall be conveyed to the Buyer at closing in an "as is" condition.

20. 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 parties hereto have executed this Contract through their respective duly authorized representatives as set forth below.

VILLAGE OF LOMBARD,

SELLER

By: _____
Village President

By: _____
Jerry Hartwig, Executor of the Estate of
Harold M. Hartwig, deceased

Attest:

Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The West 74.4 Feet of Lots 12, 13 and 14 (as measured along the South line of Lot 14 and the North line of Lot 12) in Caverno's Subdivision, being a Resubdivision of part of Block 21, in the Town of Lombard being a Subdivision in Sections 5, 6, 7, 8 and 18, Township 39 North, Range 11, East of the Third Principal Meridian according to the plat of said Caverno's Subdivision recorded May 17, 1912 as Document 108107 in DuPage County, Illinois.

EXHIBIT "B"
ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW

State of Illinois)
)
County of _____)

DISCLOSURE AFFIDAVIT

I, _____, reside at _____ in the town of _____, County of _____, State of _____, being first duly sworn and having personal knowledge of the Property in question, swear to the following:

1. That I am over the age of eighteen and the (choose one) _____ (i.e., owner, authorized trustee, corporate official or managing agent of the Property being sold to the Village of Lombard ("Village" or "Buyer")).

2. That the Property in question has a common street address referred to as: 10 West Maple Street, in the Village of Lombard, County of DuPage, State of Illinois, and with property index number 06-07-213-011 (hereinafter "Property").

3. That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Real Estate Contract between the Owner(s) of record and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village 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 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Property.

4. As the owner, authorized trustee, corporate official or managing agent, I declare under oath that (choose one):

(a) The owners or beneficiaries of the trust are:

or

(b) The shareholders with more than 7 1/2% interest are:

or

(c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

5. This instrument is made to induce the Village to accept title to the Property in accordance with 50 ILCS 105/3.1.

Subscribed and Sworn to before me this _____ day of _____, 2002.

Affiant

Notary Public

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

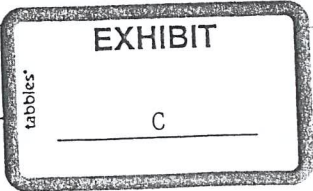
Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date





RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address:.....

City, State & Zip Code:

Seller's Name:

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 19____, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

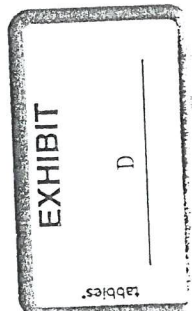
In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

YES NO N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |



RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

SENATE BILL 828 (PUBLIC ACT 88-111) EFFECTIVE OCTOBER 1, 1994

Section

1. Short title.
5. Definitions.
10. Applicability.
15. Applicability; exceptions.
20. Disclosure report; completion; time of delivery.
25. Errors, inaccuracies or omissions by seller.
30. Information rendered inaccurate following delivery.
40. Material defect; prospective buyer's rights.
45. Effect of act on other statutes or common law.
50. Disclosure report; method of delivery.
55. Violations; validity of transfer; damages.
60. Limitation of action.
65. Disclosure report form; contents; copy of act.
99. Effective date.

Section 1. Short title. This Act may be cited as the Residential Real Property Disclosure Act.

An Act relating to disclosure by the seller of residential property.

Section 5. As used in this Act, unless the context otherwise requires the following terms have the meaning given in this Section. "Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units, including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means an owner, beneficiary of a trust, contract purchaser or lessee of ground lease, who has an interest (legal or equitable) in residential real property.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale contract, assignment of beneficial interest, lease with an option to purchase, ground lease, or assignment of ground lease of residential real property.

Section 15. The provisions of this Act do not apply to the following:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

