

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of June, 2019, (“Execution Date”) by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation, and Cornerstone Services, Inc., an Illinois not-for-profit corporation.

1. **Purchaser:** The Village of Romeoville, an Illinois Home Rule Municipal Corporation (“Purchaser”), agrees to purchase at a purchase price of Four Hundred Twenty Two Thousand Five Hundred and No/100 Dollars (\$422,500.00) (“Purchase Price”), upon the terms, covenants, conditions and agreements set forth herein, the “Premises” consisting of the following: (a) that certain real property legally described as set forth in Exhibit A to this Agreement and identified by PIN 12-02-27-400-001 and PIN 12-02-27-300-009 (“Land”), (b) any improvements thereon or therein (“Improvements”) and (c) all rights, privileges, easements and interests appurtenant to the Land and Improvements.

2. **Seller:** Cornerstone Services, Inc., an Illinois not-for-profit corporation (“Seller”) agrees to sell the Premises to Purchaser for the Purchase Price, upon the terms, covenants, conditions and agreements set forth herein, and to convey good and marketable fee simple title thereto to Purchaser, by a good, sufficient and recordable Special Warranty Deed (“Deed”), subject only to “Permitted Exceptions”).

3. **Purchase Price:** The Purchase Price (plus or minus prorations, credits or other adjustments) shall be payable by certified or cashier’s check or bank wire transfer of collected federal funds on the Closing Date (as defined in Paragraph 8 hereof).

4. **Earnest Money:** Earnest money shall be payable as follows: Not later than five (5) business days after the date on which both parties have executed this Agreement (“Execution Date”), the sum of Five Thousand and No/100 (\$5000.00) (“Earnest Money”) shall be deposited by Purchaser into escrow with Chicago Title Insurance Company (“Escrowee”) to be held under its usual and customary form of strict joint order escrow agreement. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing (as defined in Paragraph 8 hereof). Purchaser and Seller agree to direct Escrowee to invest the Earnest Money in an interest-bearing investment satisfactory to Purchaser. Purchaser shall pay the fee, if any, for holding the funds in an interest-bearing strict joint order escrow.

5. **Default:** In the event this transaction fails to close for any reason other than the fault of Purchaser or if Purchaser elects to terminate this Agreement on or before the expiration of the Contingency Period, the Earnest Money, together with all accrued interest thereon, less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow, shall be promptly returned to Purchaser and, in the event of Seller’s default, Purchaser shall retain all rights to specifically enforce this Agreement, in addition to damages and all other rights and remedies available at law or in equity. In the event this transaction fails to close after the expiration of the Contingency Period due to Purchaser’s default, Seller shall have the option to either retain the Earnest Money (plus all interest accrued thereon) less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow, as liquidated damages in lieu of any other rights or

remedies which may be available at law or in equity, or to pursue any rights to specifically enforce this Agreement, in addition to damages and all other rights and remedies available at law or in equity. The parties acknowledge that Seller will suffer damages in the event of Purchaser's default, that the amount of such damages is difficult or impossible to determine, and that if Seller elects to retain the Purchaser's earnest money as liquidated damages, the amount of the Earnest Money is a reasonable estimate of the amount of damages that Seller would suffer in the event of Purchaser's default.

6. **Intended Use of Premises.** The parties hereto acknowledge that Purchaser intends to use the Premises for municipal public purposes or in connection with the provision of municipal public services. Any reference to the terms "intended use of Premises" or "Purchaser's intended use" shall mean Purchaser's development, use and enjoyment of the Premises as described in the preceding sentence.

7. **Contingency Period.**

- (a) From and after the Execution Date up to and including the date which is ninety (90) days thereafter ("Contingency Date"), Purchaser, its employees, representatives and agents shall (i) have the right to enter upon the Premises to make such tests and studies (collectively herein called "Studies") as deemed necessary to determine the condition of the Premises, (ii) determine whether the Premises is suitable for Purchaser's intended use, and (iii) determine whether there are any facts, circumstances or matters concerning the Premises that are unacceptable to Purchaser, in Purchaser's sole and absolute discretion. Seller will disclose any information to Purchaser relative to the foregoing upon Purchaser's request. Purchaser represents and warrants to Seller that Purchaser shall indemnify and hold Seller harmless from and against any costs, expenses or damages that may be incurred by Seller as a result of the actions by Purchaser, its agents, representatives, employees and independent contractors, in entering upon the property and/or conducting Purchaser's Studies. Purchaser shall conduct its Studies and investigations at its sole cost and expense, and shall not cause, suffer or permit any liens to be placed of record on the Property. The parties hereto acknowledge that Purchaser's Studies may include the conduct of a Phase I Environmental Site Assessment ("Phase I"), and that in the event that Purchaser desires to conduct a Phase II Environmental Site Assessment ("Phase II") based on the results of the Phase I. Purchaser shall have the right upon notice to Seller issued prior to the Contingency Date to extend the Contingency Date to and including that date which is one hundred and twenty (120) days from the Execution Date, at no cost or charge to Purchaser and without any requirement that Purchaser provide any additional Earnest Money. The period of time between the Execution Date and the Contingency Date and/or the extended Contingency Date may sometimes hereinafter be referred to as the "Contingency Period".

- (b) Within five (5) days of the Execution Date, Seller will deliver to Purchaser copies of any Studies which are in Seller's possession including the following (collectively herein called "Seller's Deliveries"):
- (i) environmental assessment reports
  - (ii) most recent tax bill pertaining to the Premises,
  - (iii) existing survey and title work (including title documents): and
- (c) If Purchaser determines that the Premises or any fact, circumstance or matter related thereto is not acceptable, then Purchaser may, by written notice on or before the expiration of the Contingency Period, terminate this Agreement, for any reason whatsoever, in which event, neither Purchaser nor Seller shall have any further obligations hereunder and the Earnest Money, together with any interest accrued thereon, less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow, shall be returned immediately to Purchaser upon Purchaser's demand, and the parties agree to execute all documents necessary to effectuate the same. Purchaser shall have the right to waive the aforesaid condition or to close the transaction contemplated by this Agreement if said condition is not satisfied as aforesaid. In the event that prior to the expiration of the Contingency Period, Purchaser determines that it does not intend to purchase the Premises for any reason, including, without limitation, the Results of any of its investigations, Purchaser agrees to terminate this Agreement at such time pursuant to the terms of this subparagraph (c) without waiting until the expiration of the Contingency Period. If this Agreement is terminated by Purchaser pursuant to this Contingency, Purchaser shall promptly (i) return the Seller's Deliveries to Seller at Purchaser's costs, and (ii) at no cost to Seller, upon request by Seller for same, shall deliver to Seller all written reports or engineering studies generated by or for Purchaser during the Contingency Period relating to the Property, except for house plans or market studies and except for information deemed by Purchaser to be proprietary.
- (d) If Seller shall fail to deliver any of Seller's Deliveries or to deliver title as required under Paragraph 10 hereof to Purchaser within the time periods specified respectively therefor, then the Contingency Period shall be extended by one (1) day for each day Seller shall fail to complete such deliveries.

8. **Closing.** Provided that Purchaser has not earlier terminated this Agreement pursuant to Paragraph 7 above, the closing ("the Closing") shall take place on the date (the "Closing Date") which is fifteen (15) days after all of the following conditions have been satisfied: (i) Purchaser has furnished Seller with written notice waiving the conditions precedent in Paragraph 7 above and indicating its intent to close this transaction (the "Closing Notice"), or if Purchaser furnishes no such notice, the Contingency Period has expired, and (ii) Seller has caused the removal of all personal

property, if any, from the Premises (including but not limited to all motor vehicles located on the Premises).

9. **Condition of Property: "AS-IS, WHERE IS CONDITION WITH ALL FAULTS".**

As a material inducement to Seller to execute and deliver this Agreement and in consideration of the performance by Seller of Seller's duties and obligations under this Agreement, Purchaser does hereby agree, acknowledge, represent, warrant and covenant that as of the date of Acceptance of this Agreement and as of the Closing that Purchaser is purchasing the Property "As-Is", "Where Is," and WITH ALL FAULTS" in its condition as of the Closing and subject to its defects (whether or not discoverable by Purchaser or any other person), in reliance on Purchaser's own investigation and that no representations or warranties of any kind whatsoever, written or oral, express or implied, have been made by Seller. Additionally and specifically, Seller makes no representation whatsoever, express or implied, including, but not limited to (i) that the Property is in good or any other condition; (ii) that any improvements located thereon were built or are currently in compliance with plans and/or specifications; (iii) that any improvements located on the Property were built in accordance with either good or acceptable construction and/or engineering practices; (iv) that the Property is free of major or minor, latent or patent defects; (v) that the Property has no hazards; (vi) that the Property complies with federal, state or local law, ordinance, order, or any other standards regarding hazardous substances; (vii) as to the existence or non-existence of soil instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides; (viii) as to the availability of, or the amount of any fee, assessment, or cost relating to the development, construction, occupancy or ownership of the Property; (ix) as to any zoning, land use controls or other laws, rules or regulations of any governmental or quasi-governmental body or agency having jurisdiction over the Property; (x) as to the availability, quantity or quality of electrical, gas, water, sewer, telephone, cable television or any other utility service; (xi) as to drainage, required parking or any other matter affecting the stability or integrity of the Property; (xii) as to the adequacy, accuracy, content or completeness of any financial statement, record, document or other information provided to Purchaser; (xiii) as to the future performance of the Property; (xiv) as to the dimensions of the Property; (xv) as to the suitability or fitness of the Property for any particular use or purpose; or (xvi) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property. The Purchase Price and the terms and conditions set forth in this Agreement are the result of arms-length bargaining between persons familiar with transactions of this kind and said price, terms and conditions reflect the fact that Purchaser shall have the benefit of, and is relying upon, no statements, representations, or warranties whatsoever made by or enforceable directly against Seller relating to the condition, operations, dimensions, descriptions, environmental or soil condition, suitability, availability of water and other utilities, compliance or lack of compliance with any state, federal, county or local law, ordinance, order, permit or regulation, or any other attribute or matter of or relating to the Property.

10. **Title and Survey.**

- (a) Within fifteen (15) days following the Execution Date, Seller shall at its expense deliver or cause to be delivered to Purchaser or Purchaser's agent a title commitment ("Commitment") for an ALTA Form owner's title insurance policy issued by Chicago Title Insurance Company ("Title Insurer") in the amount of the

purchase price, covering title to the Premises on or after the Execution Date together with legible copies of all documents appearing therein required hereunder showing title in the Seller subject only to (a) the general exceptions contained in the policy, (b) the Permitted Exceptions and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed. "Permitted Exceptions" shall be defined as the covenants, conditions and restrictions of record; private, public and utility easements; rights-of-way or drainage ditches, feeders and laterals; railroad rights-of-way, spurs and spur track agreements; rights of the public, the State of Illinois, and County of Will and the municipality in and to those parts of the Real Property falling within roads and highways; leases, reservations and conveyances of oil, gas and mineral rights; zoning and other county or municipal ordinances; drainage and utility district charges and assessments; general real estate taxes; special taxes and assessments for improvements not yet completed; and installments not due at the date hereof of special taxes and assessments for improvements heretofore completed; acts of Purchaser; rights of persons claiming by, through or under Purchaser; and any other matters which Purchaser shall approve in writing. The Commitment shall also include such endorsements as may reasonably be requested by Purchaser, at Purchaser's expense, including but not limited to, any extended coverage endorsement insuring over all general exceptions. The Commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall, at its expense, cause the Title Insurer to deliver the above-described owner's policy with any endorsements requested by Purchaser at Purchaser's expense attached thereto to Purchaser on the Closing Date.

- (b) Within thirty (30) days following the Execution Date, Purchaser shall, at Purchaser's sole cost and expense, cause a current ALTA/ASCM plat of survey of the Premises to be prepared by an Illinois registered and licensed surveyor (the "Survey"). The Survey shall be certified to Purchaser and the Title Insurer. The Survey shall be in conformity with the current standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, jointly established by ALTA and ACSM in 2011, and such standards as are required by the Title Insurer as a condition to providing extended coverage over general exceptions. Any Table A items that Purchaser may request shall be at Purchaser's sole cost and expense.
- (c) If the Commitment or Survey disclosed exceptions or Survey matters which are unacceptable to Purchaser, Purchaser shall notify Seller of such objections within fifteen (15) days following its receipt of the Commitment, the Survey and legible copies of all documents referred to therein, and Seller shall have thirty (30) days from the date of delivery of Purchaser's objection notice to have such exceptions removed from the Commitment and to cure such Survey defects or to have the

Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such exceptions or Survey defects. If Seller fails to have the exceptions removed or to correct any Survey defects, or in the alternative to obtain the written Commitment for title insurance specified above as to such exceptions or Survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of Seller's thirty (30) day cure period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount or to cause the Title Insurer to issue an endorsement insuring over such unpermitted exception or Survey defect at Seller's expense. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties and the Earnest Money, together with all accrued interest thereon, shall be returned to Purchaser immediately less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow.

- (d) Within ten (10) days prior to the Closing Date, Seller shall at its expense, cause the Title Insurer to search title and issue to Purchaser an updated Commitment for the owner's title insurance policy to be delivered to Purchaser at Closing as described in Paragraph 10(a) above. If the updated Commitment disclosed exceptions other than the Permitted Exceptions that were not created by Purchaser or any party claiming by, through or under Purchaser, Purchaser shall promptly notify Seller of such unpermitted exceptions and Seller have fifteen (15) days from the date of delivery of Purchaser's notice to have such unpermitted exceptions removed from the Commitment or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such unpermitted exceptions. The Closing Date shall be adjusted by the parties as necessary in order to allow Seller a full fifteen (15) days to have such unpermitted exceptions removed from the Commitment or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such unpermitted exceptions. If Seller fails to have such unpermitted exceptions removed from the updated Commitment, or in the alternative, to obtain the written Commitment for title insurance specified above as to such unpermitted exceptions within the specified time, Purchaser may, without limitation of any other remedies available to Purchaser, terminate this Agreement or may elect, upon notice to Seller given prior to the time of Closing, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount as agreed by the parties or to cause the Title Insurer to issue an endorsement insuring over such unpermitted exception or Survey defect at Seller's expense. In the event Purchaser terminates the Agreement pursuant to the immediately preceding sentence, the Earnest Money, together with all accrued interest thereon, shall be immediately returned to Purchaser less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow.

11. **Closing Requirements.** On or before the Closing Date:

- (a) Seller shall deliver sole and exclusive possession of the Premises to Purchaser subject to no leasehold or possessory rights of third parties, and free and clear of all personal property kept or located on the Premises;
- (b) Intentionally omitted.
- (c) Seller shall remove all personal property from the Premises; and
- (d) Seller shall deliver all keys, access codes or devices, passwords and the like relating to the Premises.

12. **Condemnation or Loss.**

- (a) If, prior to Closing, all or any part of the Premises is taken by eminent domain by any governmental authority other than Purchaser, Purchaser shall have the right to terminate this Agreement and to recover all Earnest Money (and accrued interest thereon) less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow, that he has paid within five (5) days after receipt of written notice of such occurrence from Seller. In the event of a condemnation proceeding, if Purchaser elects to close the subject transaction, Purchaser shall be credited with or be assigned Seller's right to any condemnation proceeds therefrom relating to the Premises. Seller hereby agrees to give Purchaser written notice with respect to any such damage to the condemnation proceedings within seventy-two (72) hours of Seller's receipt of any such notice of the institution of such proceedings. If Purchaser elects to so terminate this Agreement, this Agreement shall become null and void and of no further force and effect, and all Earnest Money and interest earned thereon, if any, shall be returned promptly to Purchaser less the cost of any fee for holding the funds in an interest-bearing strict joint order escrow,.
- (b) If, after the Execution Date and on or before the Closing, all or any part of the Premises shall be damaged or destroyed by vandalism, fire or other casualty or any other cause, whether or not covered by insurance, Seller shall immediately notify Purchaser thereof, and Purchaser shall thereafter have the option, at its sole discretion within fifteen (15) days after Purchaser's receipt of such notice, to elect to terminate this Agreement by written notice to Seller. in which event, neither Purchaser nor Seller shall have any further obligations hereunder and the Earnest Money, together with any interest accrued thereon, shall be returned immediately to Purchaser upon Purchaser's demand, or to elect to have this Agreement performed in accordance with its terms. in which event Purchaser shall have the right to adjust and settle the loss with all relevant insurance companies. to receive any and all proceeds due and payable because of such loss. and to receive from Seller at Closing a credit against the Purchase Price for the amounts of any deductibles or self-insured retentions. Seller shall cooperate with Purchaser in executing all documents reasonably required in order to allow Purchaser to collect

all insurance proceeds due and payable in such an event. In the event that the Closing Date is less than fifteen (15) days after Purchaser's receipt of notice from Seller of damage or destruction to the Premises, the Closing Date shall be adjusted in order to allow Purchaser fifteen (15) days to make the election contemplated by this Paragraph 12(b).

13. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

14. **Closing.** The Closing shall take place on the Closing Date or such other date as may be mutually acceptable to Seller and Purchaser at the offices of Title Insurer, and shall be consummated through an escrow with Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by Escrowee, with such provisions added thereto as may be agreed upon by the parties and as may be necessary to conform such escrow with the requirements of this Agreement. Upon the creation of such deed and money escrow, the payment of the Purchase Price and the delivery of the Deed and all other documents and deliveries required from the parties shall be made through such deed and money escrow. The parties shall make all required deposits into such escrow on or before the Closing Date. All costs of such escrow and all costs imposed by the Title Insurer for the Closing and the Earnest Money escrow shall be divided equally between the parties, with the exception of the cost of the interest bearing strict joint order escrow, which shall be paid by Purchaser. Such escrow agreement shall be and at all times remain auxiliary to the terms and provisions of this Agreement, and the terms and provisions of this Agreement shall control over any contrary terms of such escrow agreement.

(a) On the Closing Date, Seller shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) Deed;
- (ii) (intentionally omitted)
- (iii) Closing Statement;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA Statements;
- (iv) Executed revenue declaration forms for all applicable transfer taxes;
- (v) Affidavit of Title;
- (viii) Any and all other customary Seller's documents and other documents referenced herein (including such documents as are necessary to deliver the Earnest Money).;



- (ix) An executed gap undertaking;
- (x) Plat Act affidavit; and

(b) On the Closing Date, Purchaser shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) The balance of the Purchase Price, by cashier's check or certified check or wire transfer;
- (ii) Executed revenue declaration forms for all applicable transfer taxes;
- (iii) An executed gap undertaking;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA statements; and
- (vi) Any and all other necessary and customary Purchaser's documents (including such documents as are necessary to deliver the Earnest Money).

15. **Prorations.** General real estate taxes not yet due and payable shall be prorated on the basis of 105% of the most recent ascertainable tax bill, and all other items of accrued or prepaid income and expenses, shall be prorated on an accrual basis as of the closing on the basis of the most recent ascertainable amounts of or other reliable information in respect to each such item of income and expense, and the net credit to Purchaser or Seller shall be paid in cash at closing.

16. **Prohibited Transactions.** From and the after the date hereof, Seller shall not, and shall not permit any third party under the control of Seller to, without the express written consent of Purchaser or except as otherwise expressly provided in this Agreement: (i) enter into any lease, contract or agreement or grant any rights (including licenses and easements) respecting the Premises or any portion thereof; (ii) intentionally create or suffer any right, claim, lien or encumbrance of any kind or nature whatsoever on the Premises or any portion thereof; (iii) intentionally add or remove soil from the Premises or otherwise dump or abandon any property, materials or chemicals thereon.

17. **Expenses.** Seller shall be responsible for the payment of all State and County transfer taxes, if any (both Seller and Buyer are tax exempt entities), fifty percent (50%) of all escrow closing fees, all recording fees associated with releases of unpermitted title exceptions, 50% of the gap coverage, wire transfer fees for Seller's proceeds, if applicable, and all general and customary title insurance premiums and charges for the issuance of the Commitment, Owner's Title Policy, and for all of any other customary Seller's expenses. Purchaser shall be responsible for any municipal

transfer taxes, recording fees for the deed (and mortgage, if any), fifty percent (50%) of all escrow closing fees, the cost of any loan policy and for all of the costs of any endorsements requested by Purchaser, including, but not limited to extended coverage, 50% of the gap coverage, the cost of any overnight delivery fees relating to Purchaser's loan or Purchaser's closing deliveries, wire transfer fees in connection with Purchaser's deliveries, email package fees, if any, recording service fees, any ILAPLD Certificate Service Fees, any Policy Update Fees, Chain of Title, all fees and costs for the Survey, the cost of any fee for holding the funds in an interest-bearing strict joint order escrow, and for all of any other customary Purchaser expenses. Notwithstanding any of the preceding provisions of this Section 17, Seller shall provide Purchaser with a credit at closing in an amount equal to one-half of the cost incurred by Purchaser in connection with the Survey, up to a maximum credit amount of \$2,800.00.

18. **Notices.**

- (a) All notices required or to be given pursuant hereto shall be in writing and either delivered personally, or by a nationally recognized overnight courier service, via facsimile transmission, via email transmission, or mailed by United States certified or registered mail, postage, prepaid, addressed to Seller and Purchaser as follows:

If to Seller: Cornerstone Services, Inc., an Illinois not-for-profit corporation  
Attn.: Mr. David Loncala, Vice President/CFO  
777 Joyce Road  
Joliet, IL 60436

With a copy to: Tiffany Gorman Thompson  
Mahoney, Silverman & Cross LLC  
29 S. White Street  
Frankfort, IL 60423  
Email: tthompson@msclawfirm.com  
Phone: (815)469-2176  
Fax: (815)469-0295

To the Purchaser: Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attn: Village Manager

With a copy to: Richard E. Vogel  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor

Joliet, Illinois 60435  
Email: rvogel@tracylawfirm.com  
Phone: (815) 723-8500  
Fax: (815) 727-4846

- (b) Notices shall be deemed effective and properly delivered and received when and if either (i) personally delivered, (ii) delivered by nationally recognized overnight courier service; or (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid; or (iv) or sent via facsimile transmission. Notice sent via facsimile transmission shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. Sender shall retain confirmation that said Notice was sent; or (5) sent via email transmission. Notice via email transmission shall be effective as of the date and time of e-mail transmission, provided that, in the event email Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. Sender shall retain confirmation that said Notice was sent. An attorney or party may opt out of future e-mail Notice by any form of Notice provided by in this Agreement.
- (c) Either Seller or Purchaser may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to Purchaser or Seller, as the case may be, in the manner herein provided for the service of notice.

19. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon Purchaser and Seller, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

20. **Brokerage.** Seller and Purchaser each represent to the other that they have not dealt with any real estate broker with respect to this Agreement. Each party hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim, by any broker or finder in contravention of their representations and warranties herein contained.

21. **Integration.** This Agreement sets forth and contains all agreements, understandings and covenants between the Purchaser and the Seller with respect to the sale of the Premises, and supersedes any and all other written or oral agreements, understandings and negotiations, and represents the entire agreement of Purchaser and Seller with respect to the sale of the Premises. This Agreement shall only be amended or modified pursuant to the terms of a written instrument duly authorized and executed by the Parties.

22. Contingency upon Board Approval. This Agreement is contingent upon Seller obtaining approval by Seller's Board of Trustees of the sale of the property to Purchaser under the terms and conditions set forth herein.

23. **Incorporation of Recitals.** The recitals set forth in Ordinance No. \_\_\_\_\_, duly adopted by Purchaser are hereby incorporated into this Agreement as if fully set forth in this Paragraph 23.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed all as of the dated first above named.

PURCHASER:  
Village of Romeoville,  
an Illinois Home Rule Municipal Corporation

SELLERS:  
Cornerstone Services, Inc., an Illinois not-  
for-profit corporation

BY: \_\_\_\_\_  
John D. Noak  
Village President

BY: \_\_\_\_\_  
Benjamin T. Stortz  
Its President/CEO

ATTEST: \_\_\_\_\_  
Dr. Bernice Holloway  
Village Clerk

ATTEST: \_\_\_\_\_  
David Loncala  
Its Vice-President/CFO

## EXHIBIT A

### Legal Description

Legal description of 12-02-27-400-001-0000 commonly known as 756 Independence Boulevard, Romeoville, Illinois is as follows:

“That Part of the Southeast Quarter of Section 27, in Township 37 North, and in Range 10, East of the Third Principal Meridian, described as follows: Beginning at a Point on the West Line of the Southeast Quarter of Said Section 27, 380.14 feet south of the Center of Said Section 27; Thence South along the West Line of the Southeast Quarter of Said Section 27, 736.6 feet to the Center of the Paved Highway; Thence Northeasterly Along the Center of the Paved Highway 436.7 feet to the Southeasterly Corner of the Premises Conveyed to Charles A. Harn and wife by deed recorded as Document No. 703419; Thence Northwesterly 532.5 feet to the Point of Beginning, in Will County, Illinois.”

Legal description of 12-02-27-300-009 commonly known as 750 Honeytree Drive, Romeoville, Illinois is as follows:

“That Part of the Southwest Quarter of Section 27, Township 37 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southwest  $\frac{1}{4}$  of Said Section 27; Thence South 00 degrees 05 minutes 32 seconds west along the East Line of Said Southwest  $\frac{1}{4}$  40.004 feet to a Point; thence Continuing South 00 Degrees 05 Minutes 32 Seconds West Along Said East Line 870 Feet to the Point of Beginning, being the Southeast Corner of Outlot “A” in Pine Trails Subdivision, recorded as Document R88-2542; Thence Continuing South 00 Degrees 05 Minutes 32 Seconds West Along Said East Line 135.5 Feet to the North Line of the Right of Way of US Route 53. Thence Southwesterly Along the Said North Line, Curve to the Left, Radius 7,065.87 Feet and Whose Chord Bears South 43 Degrees 10 Minutes 50 Seconds West, a distance of 172.090 Feet; Thence North 41 Degrees 56 Minutes 25 Seconds West Along the East Right of Line of Honeytree Drive 161.10 Feet; Thence Northwesterly Along Said East Right of Way Line, On A Curve to the Right with a Radius of 279.37 Feet, an arc distance of 175.22 Feet to the Southwest Corner of Outlot “A” of Pine Trails Subdivision (Plat Recorded as Document R88-2542 on January 20, 1988); Thence South 86 Degrees 50 Minutes 11 Seconds East Along the South Line of Said Outlot “A” 296.13 feet to the Point of Beginning, all in DuPage Township, Will County, Illinois.”