

ORDINANCE NO. 22-20

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE AMENDED AND
RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF
EAST DUNDEE, ILLINOIS AND PAL LAND LLC**

WHEREAS, the Village of East Dundee ("Village") and PAL Land LLC ("Developer") entered into an "Amended and Restated Development Agreement By And Between The Village Of East Dundee, Illinois And PAL Land LLC" on November 14, 2012 ("Agreement"), regarding the development of the "Subject Property" as defined in the Agreement; and

WHEREAS, the Developer desires to further develop portions of the Subject Property and the Village desires that the Developer do so; and

WHEREAS, in order to induce the Developer to further develop portions of the Subject Property, the Village and the Developer agree to the amendments to the Agreement set forth in the "First Amendment To The Amended And Restated Development Agreement By And Between The Village Of East Dundee, Illinois And PAL Land LLC," attached hereto as EXHIBIT A and made part hereof ("Amendment"); and

WHEREAS, the President and Board of Trustees find that the public's health, safety and welfare are best served by the Village entering into the Amendment;

BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval. The Amendment is hereby approved, and the President and Clerk of the Village are hereby authorized and directed to execute and deliver such other instruments, including the Amendment, as may be necessary or convenient to consummate said property transaction, and as may be necessary or convenient to carry out the terms of the Amendment.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 2nd day of May, 2022 pursuant to a roll call vote as follows:

AYES: Mahony, Brittin, Saviano and Treiber

NAYES: Sauder

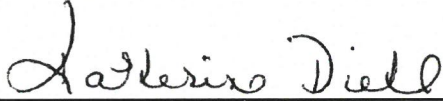
ABSENT: Kunze

APPROVED by me this 2nd day of May, 2022.



Jeff Lynam, Village President

ATTEST:



Katherine Diehl, Village Clerk

Published in pamphlet form this 3rd day of May, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on May 3, 2022.

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, ILLINOIS
AND PAL LAND LLC**

This **FIRST AMENDMENT TO THE AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST
DUNDEE, ILLINOIS AND PAL LAND LLC** ("Amendment") is entered into this 11th F.B. day
of July, 2022 ("Effective Date"), by and between the Village of East Dundee, Illinois,
an Illinois municipal corporation ("Village"), and PAL Land LLC, a Delaware limited
liability company authorized to conduct business in the State of Illinois ("Developer").

PREAMBLES

WHEREAS, the Village and the Developer entered into a "Amended and
Restated Development Agreement By And Between The Village Of East Dundee,
Illinois And PAL Land, LLC" on November 14, 2012 ("Agreement"), regarding the
development of the "Subject Property" as defined in the Agreement; and

WHEREAS, the Developer desires to further develop portions of the Subject
Property and the Village desires that the Developer do so; and

WHEREAS, in order to induce the Developer to further develop portions of the
Subject Property, the Village and the Developer agree to the amendments to the
Agreement set forth herein; and

WHEREAS, it is in the best interests of the Village and the Developer to amend
the Agreement on the terms set forth in this Amendment;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants,
representations and promises contained herein, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged by the Village and the Developer, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The parties agree that all of the recitals contained in the Preambles to this Amendment are true and correct and are hereby incorporated into the Agreement as though fully set forth therein.

Section 2. Amendments to Agreement

The Agreement is hereby amended as follows:

(a) By adding the following to the end of Section 2, with additions underlined:

(e) The Subject Property includes an approximately sixty (60) acre parcel owned by the Developer depicted in *Exhibit I* attached hereto and made a part hereof (the "North Parcel"). Within twelve (12) months from the effective date of the Amendment, the Developer shall permanently drain the approximately ten (10) acre detention pond on the North Parcel into the lake owned by the Developer to the west of the North Parcel, in order to make the North Parcel available for development.

(f) By December 31, 2024, the Developer shall:

(i) Complete construction of an industrial building of no less than forty thousand (40,000) square feet and related site improvements at the location depicted, and in accordance with the site plan, in *Exhibit J* attached hereto and made a part hereof (the "Rock Road Industrial Project"), meaning that the interior of the building is ready for tenant build-out and the building and site improvements have received final certificates of occupancy from the Village.

(ii) Eliminate the western-most six hundred fifty feet (650') of Penny Road and its intersection with Illinois Route 68 (the "Penny Road Section to be Vacated") as depicted in *Exhibit J*, which shall be vacated by the Village and conveyed to the Developer for no charge;

(iii) Construct at its expense and dedicate to the Village that portion of the north-end extension of Rock Road as depicted

on in *Exhibit J*, including the creation of a new, non-signalized intersection with Illinois State Route 68; and

(iv) Commence construction on Lot 2 of the "Final Plat of Subdivision of Lot 5 in Terra Business Park Resubdivision" recorded on October 5, 2018 with the Kane County Recorder of Deeds as document number 2018K048826, an approximately twelve thousand (12,000) square foot multi-tenant retail and / or commercial building in substantial conformance to the site plan attached hereto as *Exhibit K* and made a part hereof, if the Developer applied to the Village for, and the Village approved, a liquor license, a supplemental video gaming permit and signage for a restaurant and bar in a portion of the building referred to in this Subsection 2(f)(iv).

Developer shall obtain all permits, zoning relief and other governmental approvals needed to comply with its obligations herein.

(g) On or before December 31, 2024, the Developer shall take all actions necessary to extend Rock Road to the north to Penny Road in the location generally depicted in *Exhibit L* attached hereto and made a part hereof, as labeled therein as the "Rock Road Extension," with the location and design being subject to Village approval, and with the costs thereof paid for by the Developer except as set forth herein. The Village shall reimburse the Developer up to Five Hundred Thousand and No/100 Dollars (\$500,000.00) of tax increment district funds to defray some of the costs of the construction of the Rock Road extension ("Rock Road Village Funding"). The Rock Road Village Funding shall be committed in a separate agreement between the Developer and the Village at such time as the location and design of the Rock Road extension are complete. The value of the land underlying the right-of-way of the Rock Road extension set forth herein shall not be a Redevelopment Project Cost under this Agreement because the Village shall vacate the portion of Penny Road as generally depicted in *Exhibit L* labeled as the "Portion of Penny Road to be Vacated" to the Developer or one of its affiliates when the Village determines it is appropriate to do so.

(h) The Developer owns the property legally described and depicted in Exhibits M and N, respectively, attached hereto and made a part hereof ("Northern Property"). The Developer shall transfer the Northern Property to the Village pursuant to the "Real Estate Sale Contract" attached hereto as Exhibit O, and made part hereof ("Contract"), which is hereby approved by the parties, and which shall be executed by the parties at the same time as the Amendment, with such changes to the Contract as are needed so that it complies with the terms of the Amendment and with the following terms:

1. Purchase price: Ten and No/100 Dollars (\$10.00);

2. Earnest money deposit: None;

3. Due diligence period: the Village shall have one hundred twenty (120) days from the Effective Date of the Amendment to review the condition of the Northern Property and determine if it is suitable for the Project. During the due diligence period the Village, its employees and contractors may enter the Northern Property, inspect it, conduct tests thereon and draw samples therefrom. If the Village determines for any reason or no reason, in its sole and absolute discretion, that the Northern Property is not suitable, the Village shall have the right to terminate its right to obtain the Northern Property upon delivery of written notice to the Developer within one hundred twenty (120) days from the Effective Date of the Amendment;

4. Warranties: per the Contract;

5. Deed: Warranty Deed; and

6. Closing costs: paid as customarily charged.

(b) By amending Section 6(b) as follows, with additions underlined and deletions struck through:

For purposes of this Amended Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act, as from time to time amended. It is anticipated that the majority of the reimbursements to be paid by the Village to the Developer hereunder will be for reimbursement of costs related to public infrastructure. The Village agrees to reimburse the Developer for any and all Redevelopment Project Costs incurred in connection with the redevelopment of the Subject Property in an amount

not to exceed the total of (i) \$10,000,000 of principal plus interest (as herein provided) for Redevelopment Project Costs incurred in connection with the redevelopment of the Subject Property prior to the effective date of the Amendment, May 2, 2022, less such amounts, if any, previously paid to the Developer pursuant to the Original Agreement, plus (ii) all Redevelopment Project Costs incurred in connection with the redevelopment of the Subject Property after the effective date of the Amendment, May 2, 2022, with no cap, plus (iii) 100% of the Incremental Kane County Fees (as hereafter defined) payable with respect to the portion of the project previously referred to under the Original Agreement as "Phase I" and 50% of Incremental Kane County Fees for those areas previously referred to as "Phase II" and "Phase III" (with the total of the amounts payable under the foregoing clauses (i), (ii) and (iii) being collectively called the "Reimbursement Cap"). "Base Kane County Fees" are defined as the level of Kane County Department of Transportation impact fees that were payable with respect to buildings for which building permits were issued on December 31, 2007. "Incremental Kane County Fees" are the excess of any Kane County Department of Transportation impact fees that become payable with respect to any building for which a building permit is issued after December 31, 2007 over and above what the Base Kane County Fee would have been for such building had the permit been issued on or before December 31, 2007. The phrase "Redevelopment Project Costs" in the foregoing clause (i) shall include the fair market value of land underlying rights-of-way that are dedicated to the Village by the Developer from time to time. The Village hereby approves the inclusion as a Redevelopment Project Cost in the foregoing clause (i) the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with respect to the one hundred sixty-seven thousand two hundred eighty-eight (167,288) square feet of land underlying the rights-of-way previously dedicated to the Village by the Developer for Patricia Lane, Rena Road and Peter Place as dedicated in the "Final Plat of Subdivision of Lot 5 in Terra Business Park Resubdivision" recorded on October 5, 2018 with the Kane County Recorder of Deeds as document number 2018K048826.

(c) By amending Section 7(e) as follows, with additions underlined and deletions struck through:

To the extent no funds are available in the Pal Land Sub-Account for payment of Redevelopment Project Cost of the approval of a Request for Reimbursement, the Village shall promptly issue to the Developer a promissory note (a "Note") in the form attached hereto as *Exhibit C* for a term not to exceed twenty (20) years. The date of issuance of the Note shall be retroactive to the date of approval by the Village of the Request for Reimbursement and shall mature no later than twenty (20) years from its date of issue. Prior to the effective date of the Amendment, May 2,

2022, all Notes issued as of the date of this under the Amended Agreement (together the "Previously Issued TIF Notes") shall have borne bear interest at the rate of six percent (6%) per annum from the date of issuance of such Note until paid. From and after the effective date of the Amendment, May 2, 2022, the interest rate on the Previously Issued TIF Notes shall be adjusted annually on their respective anniversaries to at all times be equal to the prime rate of interest, as from time to time published and announced by Republic Bank or its successor in interest, minus one-half percent (-0.005%), and, in the absence of any determinable prime rate from said bank or its successor then as published and announced by the *Wall Street Journal* minus one-half percent (-0.005%), but an no time shall the interest rate on any Previously Issued TIF Note be less than four and one-quarter percent (4.25%) or more than six percent (6%). Interest accrued on the Previously Issued TIF Notes before the effective date of the Amendment, May 2, 2022, shall not be recalculated and shall remain accrued in the then-existing amounts. All Notes approved by the Village after the effective date of the Amendment, May 2, 2022, shall not bear any interest and shall be interest free. Additionally, each such Note referenced above shall be deemed solely on an obligation issued by the Village pursuant to the TIF Act. HOWEVER, THE NOTES REFERENCED ABOVE SHALL NOT CONSTITUTE GENERAL OBLIGATIONS OF THE VILLAGE, NOR SHALL THEY BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. ALL NOTES SHALL BE PAYABLE SOLELY FROM TAX INCREMENT DEPOSITED FROM TIME TO TIME IN THE PAL LAND SUB-ACCOUNT.

Section 3. Continuing Effect

All parts of the Agreement not amended herein shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

Section 4. Effective Date

The Effective Date of this Amendment shall be the date on which the last of the parties executes this Amendment.

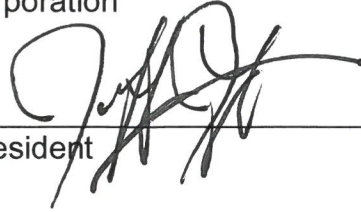
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

VILLAGE:

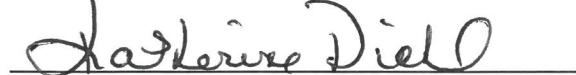
Village of East Dundee, an Illinois municipal corporation

By:

President



Attest:



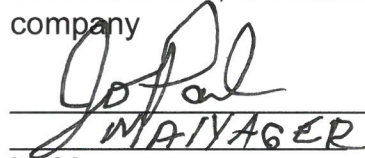
Village Clerk

DEVELOPER:

PAL Land LLC, a Delaware limited liability company

By:

Its Manager



Attest:

EXHIBIT I

MAP OF NORTH PARCEL

(attached)

**Pal Land & Pal Land II Property South of Penny Road
80 Acres - 3/31/22**

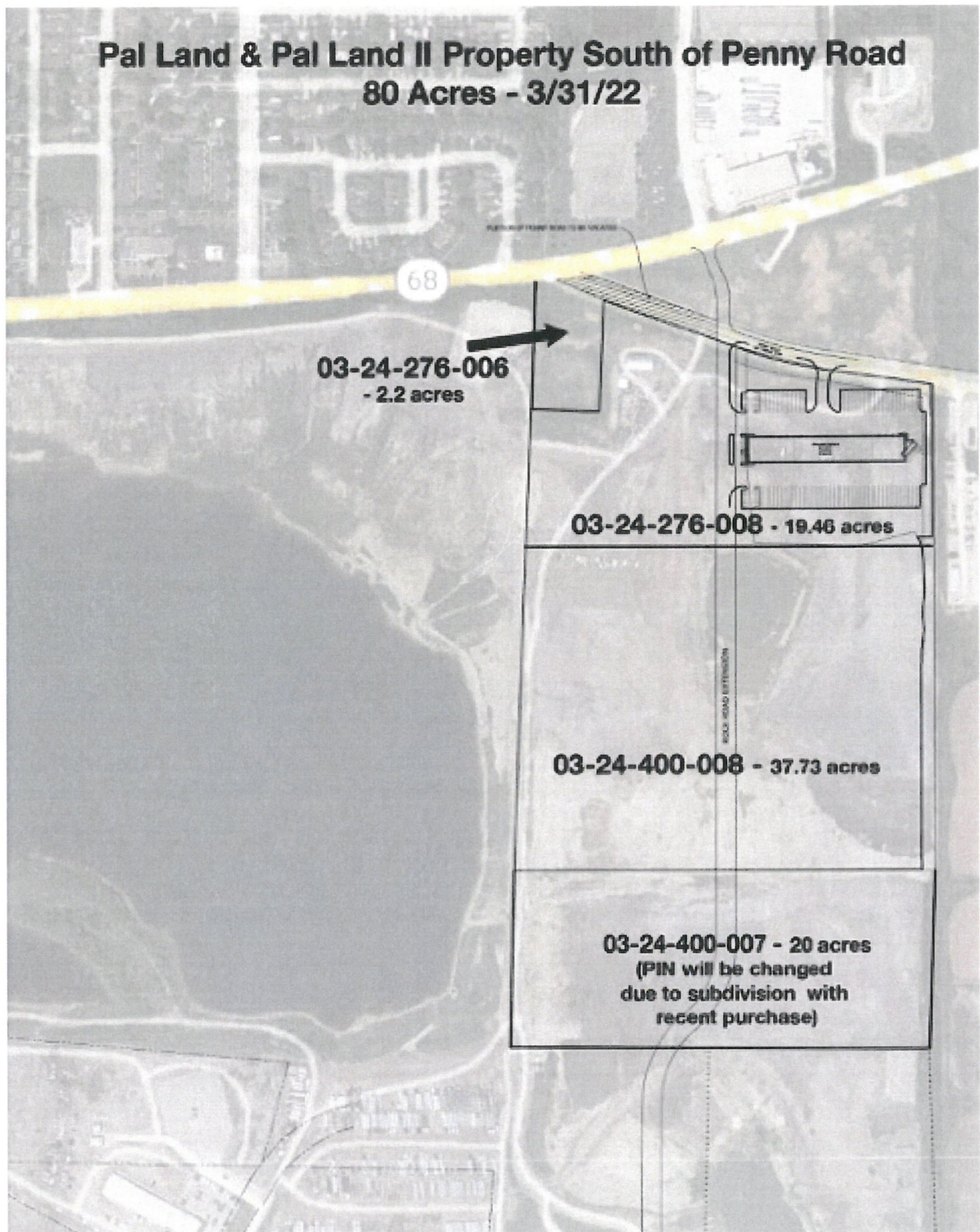


EXHIBIT J

ROCK ROAD INDUSTRIAL PROJECT SITE PLAN

(attached)

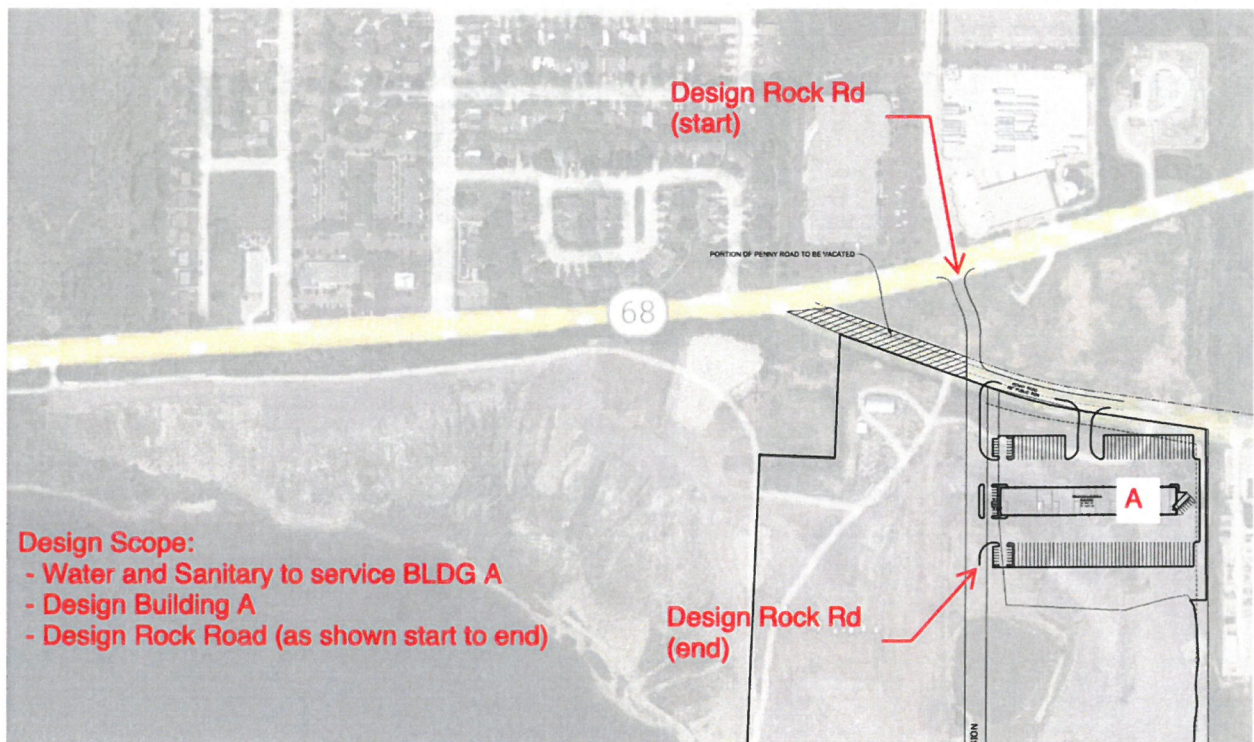


EXHIBIT K

LOT 2 RETAIL / COMMERCIAL BUILDING SITE PLAN

(attached)

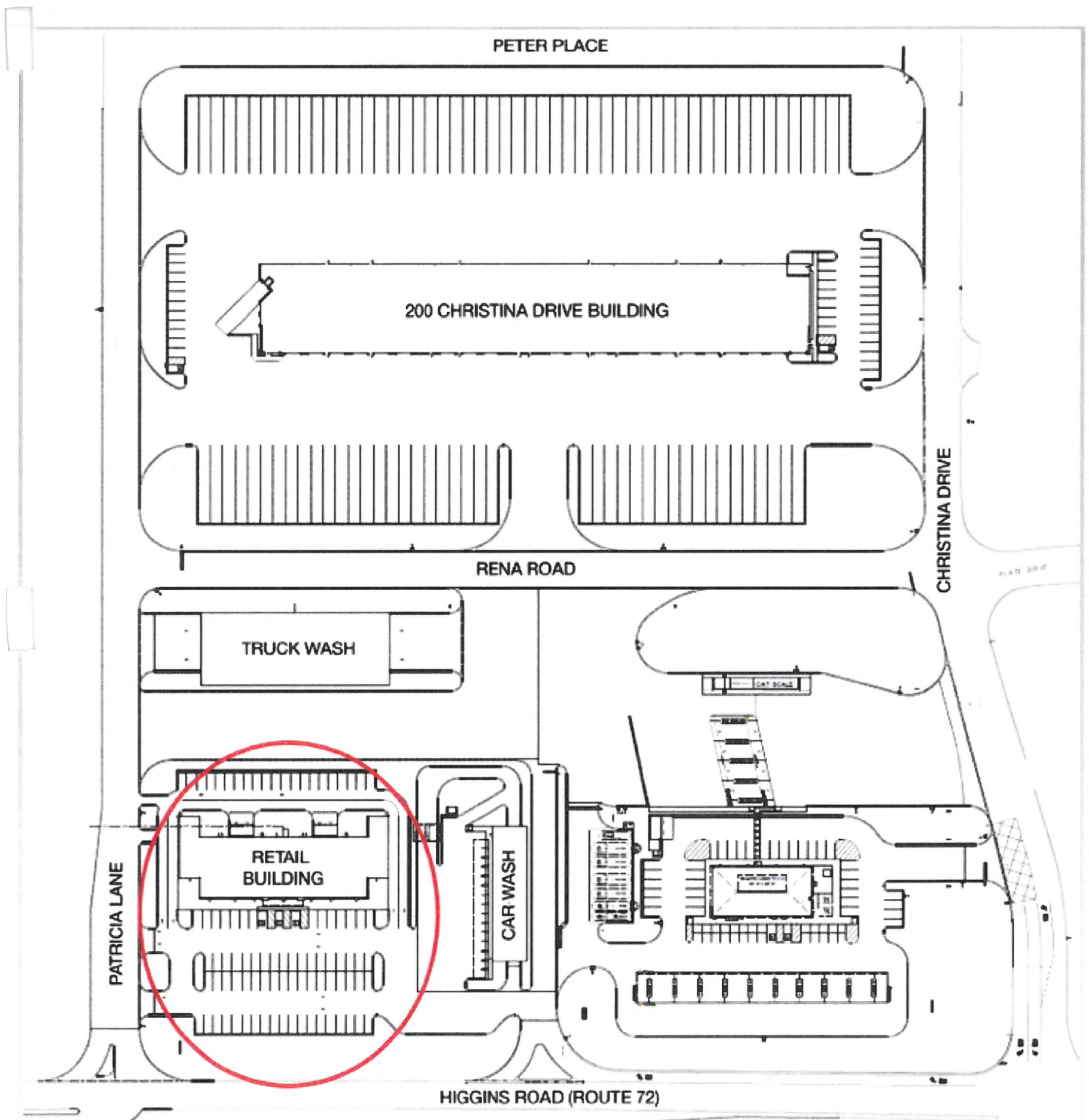


EXHIBIT L
ROCK ROAD EXTENSION LOCATION
(attached)

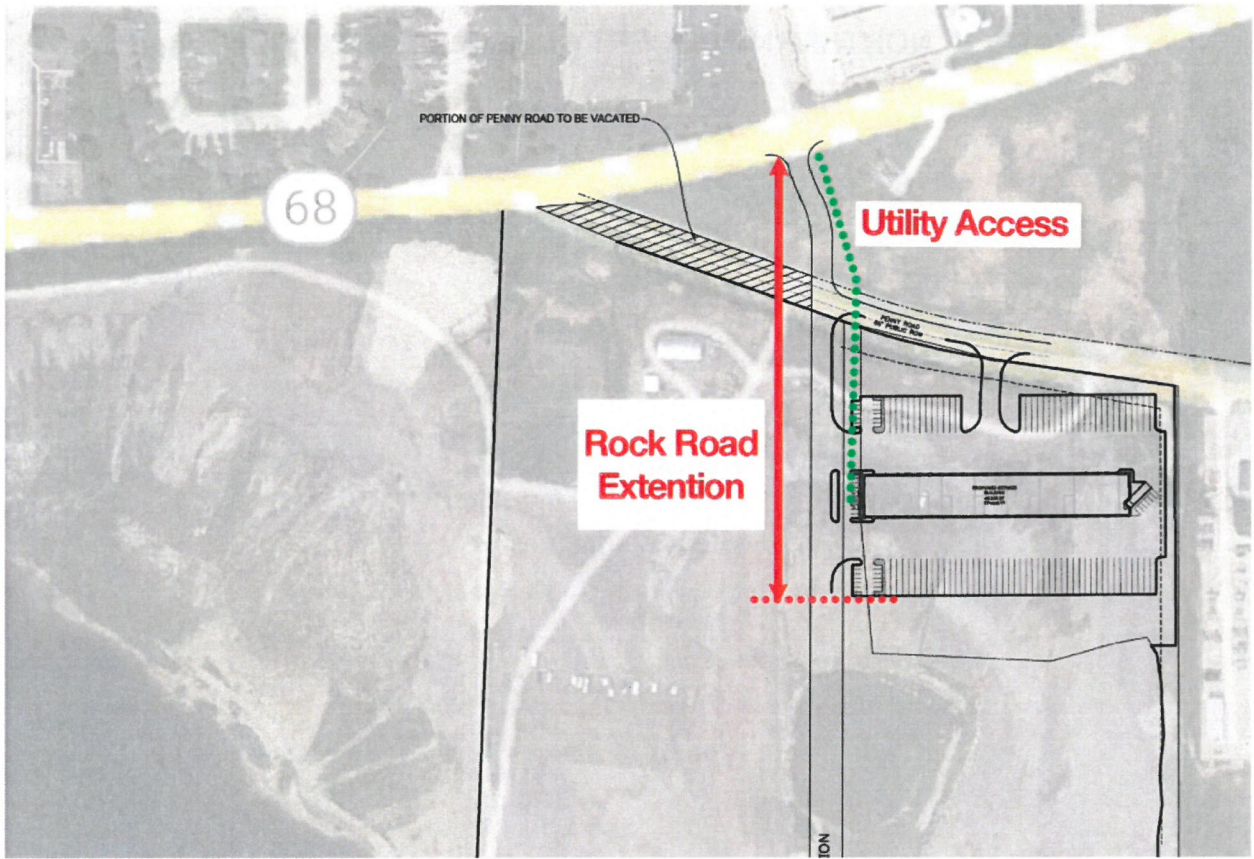


EXHIBIT M
NORTHERN PROPERTY LEGAL DESCRIPTION
(attached)

PROPOSED LOT 1

THAT PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 15 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION TO THE NORTH RIGHT-OF-WAY LINE OF PENNY ROAD, 3140.95 FEET AND THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 33 MINUTES 30 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 362.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 291.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, AND SAID RIGHT-OF-WAY LINE, WHOSE RADIUS IS 1505.32 FEET AND WHOSE CHORD BEARS NORTH 76 DEGREES 00 MINUTES 51 SECONDS WEST, 290.87 FEET; THENCE NORTH 70 DEGREES 28 MINUTES 12 SECONDS WEST, ALONG SAID RIGHT-OF-WAY 52.39 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 36 SECONDS WEST, 92.86 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 42.91 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, WHOSE RADIUS IS 550.00 FEET AND WHOSE CHORD BEARS NORTH 02 DEGREES 23 MINUTES 49 SECONDS WEST, 42.90 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 24 SECONDS EAST, 651.59 FEET TO THE AFORESAID EAST LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 15 MINUTES 36 SECONDS EAST, ALONG SAID EAST LINE 279.94 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

CONTAINING 3.50 ACRES OF LAND

EXHIBIT N
NORTHERN PROPERTY DEPICTION
(attached)

[illegible]

EXHIBIT O
REAL ESTATE SALE CONTRACT
(attached)

REAL ESTATE PURCHASE AND SALES CONTRACT
(APPROX. 3.5 ACRES BETWEEN PENNY AVENUE AND ILLINOIS ROUTE 25, EAST DUNDEE, ILLINOIS)

THIS REAL ESTATE PURCHASE AND SALES CONTRACT ("Contract") is made as of the Effective Date (as defined in Section 24 below) between **PAL LAND III, LLC**, an Illinois limited liability company ("**Seller**") and the **VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation ("**Buyer**").

AGREEMENT:

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

2. **SALE.** The Seller, who shall be updated to conform the owner of record set forth in the "Title Commitment," as defined in Section 9 below, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to the parcel of land commonly known as part of the land covered by property index number 03-24-276-007, located in Kane County ("**Property**"), which Property is legally described in **Exhibit A** attached hereto and made a part hereof, and which legal description shall be adjusted, if necessary, to conform to the legal description from the "Survey," as defined in Section 9 below.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **TEN AND NO/100 DOLLARS (\$10.00) ("Purchase Price")**. At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein.

4. **EARNEST MONEY DEPOSIT.** There shall be no Earnest Money Deposit.

5. **CLOSING DATE.** The closing ("**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow ("**Escrow**") within thirty (30) days after the expiration of the "Inspection Period," as defined in Section 15.K. below, remotely through Chicago Title Insurance Company, 10 South LaSalle St. Suite 3100, Chicago, Illinois 60603 ("**Title Company**"), or at such other time and place as mutually agreed to by the parties. The parties shall equally pay the Closing costs, including but not limited to the costs of recording, the title policy, the Survey, the Earnest Money Deposit escrow and the Escrow, as customarily charged.

6. **ENVIRONMENTAL INSPECTION.** During the Inspection Period, Buyer shall have the right, any time prior to the Closing to conduct the "Environmental Assessment" on the Property, as defined and set forth in Section 15(K) below. The Seller shall provide to the Buyer within ten (10) business days after the Effective Date of this Contract any environmental records concerning the Property which Seller possesses or controls (collectively referred to as the "**Environmental Reports**").

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** The Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Environmental Assessment reveals the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any hazardous material (foregoing collectively, an "**Environmental Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is an Environmental Defect, Buyer shall have the right, exercisable prior to Closing, to revoke its acceptance of this Contract, and to declare this Contract null and void. For the avoidance of doubt, the election by the Village to terminate this Contract prior to Closing for any reason other than a pre-Closing breach on the part of the Seller shall have no effect on the ongoing validity or enforceability of any other agreement between the parties hereto or their respective affiliates, including, without limitation, a certain First Amendment to the Amended and Restated Development Agreement By and Between the Village of East Dundee, Illinois and PAL Land, LLC (the "**First Amendment to RDA**"),

8. **TITLE INSURANCE.** No less than forty-five (45) days prior to the Closing, Seller shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall have fourteen (14) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter ("**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have five (5) days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond October 31, 2022 ("**Extended Title Closing Date**") after Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails or otherwise declines to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (none of the foregoing being a breach by Seller hereunder), Buyer may elect, as its sole remedy, to either (i) terminate this Contract and this Contract shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment, and all such Unpermitted Exceptions, which (i) the Title Company commits to insure, or (ii) which Buyer otherwise elects to accept, shall be included within the definition of Permitted Exceptions and herein referred to as "Deemed Permitted Exceptions". The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** No less than forty-five (45) days before the Closing, Seller shall obtain and deliver to Buyer a Plat of Survey ("**Survey**") that conforms to the Minimum Standards of Practice for boundary

surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Survey shall include the following statement, placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."

10. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed ("**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title, Covenant and Warranty, Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking, Bill of Sale and such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

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

- A. Seller shall deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and property notarized Affidavit of Title, Warranty and Covenant;
 - iii. the original executed and property notarized Non-Foreign Affidavit;
 - iv. the original executed Bill of Sale;
 - v. counterpart originals of Seller's Closing Statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.
- B. Buyer shall deliver or cause to be delivered to the Title Company:
 - i. the balance of the Purchase Price, plus or minus prorations;

- ii. counterpart originals of Seller's Closing Statement;
- iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

12. **POSSESSION.** Possession of the Property has been with the Seller prior to the Effective Date. Possession of the Property shall be finally and fully delivered to Buyer on the Closing Date.

13. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 366-day year, with the Seller having the day prior to the Closing Day.

A. **Real Estate Taxes.** General real estate taxes for 2021, 2022 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

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

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

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section shall be deemed remade as of the Closing Date and shall survive the Closing for a period of three (3) years ("Survival Period"), after which they shall be deemed extinguished, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. 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 Effective Date and also on the Closing Date. Where in this Section 15 the terms or phrases "knowledge of the Seller," "best of Seller's knowledge," or phrases of similar import are used, said words and phrases shall mean the actual knowledge of both Joseph L. Palumbo and Seller, without any duty of investigating or inquiry, and without imputation of knowledge from any other source.

A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the matters set forth in the Title Commitment..

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 Property as conveyed to Buyer shall include all rights of the Seller, if any, to the use of any existing 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 Property.

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

D. Eminent Domain, etc. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. The Property is vacant, unimproved, and not served with any public utilities.

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

G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound. Notwithstanding the foregoing, if the Title Commitment reflects an existing mortgage on the Property, Seller shall cause same to be released at and through the Closing.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract and any documents of record which may be reflected in the Title Commitment. 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 Buyer shall not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant,

licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

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

K. Environmental.

- i. Environmental Inspection and Contingency Period. Notwithstanding any term to the contrary in this Contract, within one hundred twenty (120) days of the Effective Date ("**Inspection Period**"), the Buyer shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate ("**Environmental Assessment**").

The Seller grants to the Buyer and its consultants, their employees, agents, subcontractors and representatives, an irrevocable license and authorization to enter upon and have full access to the Property during the Inspection Period for the purposes of conducting a complete inspection of the Property and to perform such tests, including without limitation subsurface testing, soil and groundwater testing, and other tests which may physically invade the Property or improvements thereon or to conduct other environmental and engineering investigations, as the Buyer, in its sole discretion, determines is necessary to protect its interests and will do nothing to interfere with the investigation of the Property (including the groundwater thereunder). The Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Property (including the groundwater thereunder). If requested, the 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 Property, and, if necessary, will make available all documents and information in the Seller's possession, custody or control which relate to adjacent property. The term "Environmental Assessment" as referred to in this section shall include, but not be limited to, Phase I and Phase II environmental audits.

During the Inspection Period, the Buyer may terminate this Contract if, in addition to the terms of this Contract, 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 Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a 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 said term is defined below. Pursuant to this Section, 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 Property, and to declare this Contract, null and void.

- ii. Representations of the Seller. Where the terms or phrases "knowledge of the Seller," "best of Seller's knowledge," or phrases of similar import are used, said words and phrases shall mean the actual knowledge of both Joseph L. Palumbo and Seller, without any duty of investigating or inquiry, and without imputation of knowledge from any other source. Seller hereby makes the following environmental representations and warranties:
- a. The Seller has provided to the Buyer all Environmental Reports and environmental records which predate the 2022 Phase I Report (hereafter defined) and concerning the Property which are within Seller possession or control.
 - b. Seller has, prior to the date of this Contract, provided to Buyer a Phase I Environmental Site Assessment of the Property (and additional surrounding land) dated May 26, 2022 (the "2022 Phase I Report") which, to Seller's knowledge, is materially correct.
 - c. To Seller's knowledge, except as may be disclosed in any other materials delivered by Seller to Buyer during the Inspection Period, (i) the Property has never been used and will not be used before the Closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage, release or disposal of any hazardous or toxic chemical, material, substance or waste and (ii) the Property does not contain underground storage tanks or "Hazardous Materials," as defined below.
 - d. Seller has received no notice of, nor, to Seller's knowledge, does the Property (including the groundwater thereunder) violate any Environmental Laws. 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, treatment, handling, storage or disposal or management of Hazardous Materials. "**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.

- e. There are no proceedings pending or, to Seller's knowledge, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the Property. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Property. Seller shall immediately provide the Buyer with a copy of any notice relating to the Property upon Seller's receipt thereof.

- iii. In the event of the breach by Seller of any representation or warranty in this Section 15(K) which results in Buyer, its trustees, officers, servants, employees, agents, successors or assigns (collectively "**Buyer's Affiliates**"), both in their capacities as Buyer's representatives and as individuals (with Buyer and Buyer's Affiliated being collectively called the "**Buyer Group**") incurring 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 "**Section 15(K) Liabilities**"), Seller hereby covenants and agrees, at Seller's sole cost and expense, to unconditionally indemnify, defend and hold the harmless from and against said Section 15(K) Liabilities. As to any 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 Section 15(K), Seller shall assume the expense of defending by competent environmental counsel of Seller's choosing, and failing to do so, the Buyer and/or any of the Buyer's 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.

L. Easements. Except as may be disclosed in the Title Commitment, Seller represents that the Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

M. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of a breach by Seller of any of Seller's representations or warranties made in this Section 15, including all incidental and consequential damages, except that with regard to Seller's representations and warranties in Section 15(K), which shall be governed by the terms therein; provided, however, that such covenant of indemnification shall not be applicable to any claim for indemnification asserted by Buyer to Seller after the end of the Survival Period.

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

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Contract are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under this Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under this Contract in order to Close on the Closing Date.

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

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either:
 - (a) terminate this Contract; or
 - (b) proceed to Close notwithstanding such breach or nonperformance.

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

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate this Contract. 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.

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

18. **BROKERAGE.** The Buyer and Seller represent to the other that they have not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

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

To Seller: PAL Land III, LLC
Attn: Joseph L. Palumbo
201 Christina Drive
East Dundee, IL 60118
E-Mail: paljoe@msn.com

With a copy to: Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Ave., Suite 100
Elgin, IL 60123
Attn: Peter C. Bazos
E-Mail: pbazos@bazosfreeman.com

To Buyer: Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attn: Erika Storlie, Village Administrator

E-Mail: estorlie@eastdunee.net

With a copy to:

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Lance C. Malina / Gregory T. Smith
E-Mail: lcmalina@ktjlaw.com / gtsmith@ktjlaw.com

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

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

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

22. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract without the prior written consent of Seller. Buyer shall deliver to Seller a copy of the fully executed assignment and assumption by Buyer, as assignor and the assignee.

23. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the

Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

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

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

E. The parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

F. The Section headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

G. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

H. If the Seller is a Trust, this Contract is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Contract shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

I. In the event either party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in

such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

J. Buyer may record this Contract or any memorandum or short form of this Contract against the Property, provided that if the transaction contemplated herein does not occur and this Contract is terminated as provided herein, Buyer shall record a termination of this Contract. The recording fees for either shall be borne by the Buyer.

K. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

L. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

24. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the last date as of which that the authorized signatories of Buyer and Seller shall have signed this Contract, which dates shall be stated below their respective signatures..

25. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

26. **AS IS.** Except as otherwise set forth in this Contract, it is hereby agreed that (i) Seller has made no representations or warranties concerning the physical condition of the Property ("Physical Condition") except as may be expressly contained in this Contract and (ii) Buyer has agreed to purchase the Property in its "as is/ where is" condition. Accordingly, the parties do further agree that, from and after the Closing hereunder, except as otherwise set forth in this Contract:

A. The Seller shall have no responsibility for the repair, replacement or correction of, or for any response or corrective actions or remediation of any physical condition at, on, under or about the Property; and

B. The Buyer hereby waives and releases any claim for contribution against, and covenants not to sue the Seller or its principals, agent, attorneys, or representatives, whether asserted directly or indirectly, and whether in the nature of an action for contribution, third party proceeding or any other action or proceeding whatsoever, for all damages, including, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses regardless of when such claims and causes of action might arise or accrue, including, by way of example only, claims

and causes of actions in cost recovery, contribution or seeking equitable remedies, such as declaratory or injunctive relief, arising under the Comprehensive Environmental Response and Liability Act, 42 USC § 9601 et seq., Solid Waste Disposal Act, 42 USCA § 6901 et seq., Federal Water Pollution Control Act, 33 USCA § 1251 et seq., and the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and common law (collectively "Claims") arising out of or in connection with any Physical Condition or environmental law or with the migration of any such Physical Condition to any other site or location; and

C. The grant to the Buyer of the right to conduct inspections and investigations of the Property as provided in Section 15(K) of this Contract is (i) in lieu of all representations or warranties concerning the environmental condition of the Property other than those as set forth herein; and (ii) with the understanding and agreement of the Buyer that if Buyer proceeds to acquire the Property pursuant to the terms hereof then; as of the closing, Buyer will purchase the Property in its "as is" condition with no direct recourse or direct rights of action against Seller other than for any claim for indemnification made pursuant to the provisions of Section 15 above.

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

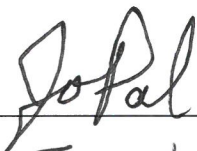
<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

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


SELLER:

PAL LAND III, LLC

By: 
Name: Joseph L. Palumbo
Title: Manager

BUYER:

VILLAGE OF EAST DUNDEE,
an Illinois municipal corporation

By: 
Name: Jeffrey Lynam
Title: Village President

ATTEST:

By: 
Name: Katherine Diehl
Title: Village Clerk

Date Seller executed: 7/11/22

Date Buyer executed: 7/11/22

Exhibit A

Legal Description of the Property

[LEGAL DESCRIPTION];

Property Address: _____, East Dundee, Illinois;

Permanent Index Number: _____ (part).

Exhibit B

Permitted Exceptions

1. 2021 and 2022 real estate taxes and subsequent years, not due and payable for the Property
2. Zoning and building laws and ordinances;
3. Any Deemed Permitted Exceptions as defined in Section 8 of this Contract.

Exhibit C
ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW

State of Illinois)
)ss.
 County of _____)

DISCLOSURE AFFIDAVIT

I, _____, (hereinafter referred to as "**Affiant**") reside at _____
 , in _____ County, State of _____, being first duly sworn and having personal knowledge of the matters
 contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)
 ☐ owner or
 ☐ authorized trustee or
 ☐ corporate official or
 ☐ managing agent or
 ☐ _____ of the Real Estate (as defined herein).

2. That the Real Estate (as defined herein) being sold to the Buyer is commonly known as a part of
 _____ and is located in the Kane County, Village of East Dundee, State of Illinois (herein
 referred to as the "**Real Estate**"). The Real Estate has an Assessor's Permanent Index Number of _____
 (part).

3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the
 record fee owner of the Real Estate and Buyer, Illinois State Law requires the owner, authorized trustee, corporate official
 or managing agent to submit a sworn affidavit to the Buyer 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 7½% of the total
 distributable income of any corporation having any interest, real or personal, in the Real Estate.

4. As the ☐ owner or
 ☐ authorized trustee or
 ☐ corporate official or
 ☐ managing agent or
 ☐ _____ of the Real Estate, I declare under oath that (choose
 one):
 ☐ The owners or beneficiaries of the trust are: _____ or
 _____ or
 ☐ The shareholders with more than 7 1/2% interest are: _____ or
 _____ or
 ☐ The corporation is publicly traded and there is no readily known individual having greater
 than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.
 AFFIANT

SUBSCRIBED AND SWORN to before me
 this _____ day of _____, 2022.

 NOTARY PUBLIC