

REAL ESTATE SALE AND PURCHASE AGREEMENT

This REAL ESTATE SALE AND PURCHASE AGREEMENT ("Agreement") made between THE CONSERVATION FOUNDATION, an Illinois not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to do business by the statutes of the State of Illinois ("TCF"), having its principal address at 10S404 Knoch Knolls Road, Naperville, Illinois, 60565, and the WHEATON PARK DISTRICT, a body corporate and politic (the "District"), having its principal address at 102 East Wesley Street, Wheaton, Illinois 60187. TCF and the District are hereafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

1. **Sale/Purchase.** TCF agrees that it shall sell to the District at a price of One Hundred Eighteen Thousand Dollars (\$118,000) ("Purchase Price"), on the terms set forth herein, the approximate 0.78-acre vacant parcel of real estate located at 906 West Union Avenue, Wheaton, DuPage County, Illinois 60187 (permanent index number 05-17-110-006 (partial)), and more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (the "Property").
2. **Conditions on Conveyance.** TCF agrees to sell the Property on the terms set forth herein, and to convey to the District title thereto by Quit Claim Deed in a form acceptable to the District and the DuPage County Recorder, subject only to: (a) covenants, conditions and restrictions of record; (b) public and utility easements and roads and highways, if any; and (c) such other title exceptions that existed at the time TCF closed on its purchase of the Property.
3. **Prorations.** Recognizing that the District has been leasing the Property from TCF in accordance with the terms of a Lease/Option to Purchase Agreement executed between the Parties, no prorations for water or any other utility charges, prepaid service contracts or other similar items are being given at Closing. In the event the Property is deemed exempt from real estate taxes, no proration for same shall be given at Closing. If any real estate taxes are due and owing on the Property at Closing, they shall be the sole responsibility of the District.
4. **Closing and Closing Documents.** The Closing of the transaction contemplated by this Agreement shall be held at Chicago Title Insurance Company (Lisle Office) (the "Title Company") during regular business hours at a time that is mutually agreeable to the District and TCF. The date of Closing shall be the date on which the Lease/Option to Purchase Agreement executed between the Parties expires, unless extended or shortened by the mutual written agreement of the District and TCF. The District agrees that it shall pay for any and all closing costs and charges. At Closing, TCF shall furnish the District with the customary closing documents needed to close on the sale of the Property in the customary form covering the date of Closing and showing title in TCF subject only to the exceptions set forth herein. In the event any transfer taxes are required by any federal, state or local ordinance, they shall be paid by the District.
5. **Title.** The District shall obtain a title commitment for an owner's title insurance policy issued by Title Company, covering title to the Property on or after the date hereof, subject only to the standard exceptions and those exceptions set forth in paragraph 2 above. The title commitment shall be conclusive evidence of good title as shown therein as to all matters insured

by the policy, subject only to the exceptions stated therein. The District agrees to pay for all title fees and charges.

6. **Survey.** The District shall obtain a survey, if the District so elects, at its sole expense. TCF agrees to cooperate with the District's surveyor in the event a survey is desired by the District.

7. **The District Payment of TCF Costs.** At Closing, the District shall pay or reimburse, as the case may be, the following costs associated with the conveyance and Closing on the sale of the Property to the District: (i) the costs of TCF's staff time and attorney fees incurred in the conveyance and Closing; (ii) the balance of TCF's Project Fee in the amount of Five Thousand Dollars (\$5,000); and (iii) any other soft costs incurred and documented by TCF associated with the conveyance and Closing on the Property.

8. **Brokers.** TCF and the District represent and agree that no broker has been involved in the formation of this Agreement and no commission shall be due to any broker upon the Closing of the conveyance.

9. **Default.** If the District refuses to purchase the Property in accordance with the terms of this Agreement, TCF may seek all remedies available under Illinois law, including specific performance of this Agreement, together with recovery of TCF's reasonable attorney fees and costs. If TCF refuses sell the Property in accordance with the terms of this Agreement, the District may seek all remedies available under Illinois law, including specific performance of this Agreement, together with recovery of the District's reasonable attorney fees and costs.

10. **Indemnity.**

A. Recognizing that the District has, and will continue to, exclusively control and maintain exclusive possession of the Property from the Commencement Date through the Closing date of this transaction as defined and detailed in the Lease/Option to Purchase Agreement executed between the District and TCF, the District hereby reaffirms and ratifies that it shall indemnify, defend and hold TCF and its representatives, attorneys, employees, Board members, directors, officers and agents (the "TCF Released Parties"), from and against any and all expenses, damages, liabilities and claims of every kind, including reasonable attorney fees and costs, by or on behalf of any person or entity arising out of either: (a) any bodily or other injury or damage happening on or about the Property after the Commencement Date up through the Closing date of this transaction, unless such injury or damage is caused solely by TCF or anyone acting on TCF's behalf; (b) the District's failure to comply with any law of any governmental authority that is applicable to the Property; and (c) any mechanic's lien or other security interest filed against the Property to the extent such filing is caused by any act or failure to act by the District or anyone acting on the District's behalf.

B. In addition to, and without limiting any other indemnity provided for in paragraph (A) above, from the Commencement Date up through the Closing date of this transaction the District shall also indemnify, hold harmless and defend the TCF Released Parties from any liabilities, claims, costs, expenses resulting directly or indirectly from any "Environmental

Claims,” the presence of any “Hazardous Substances” on the Property or the violation or claimed violation of any “Environmental Laws” hereafter defined as follows:

1. “Environmental Claims” shall be defined as all losses, damages, liabilities, claims, penalties, liens, costs and reasonable attorney fees and expenses imposed on the TCF Released Parties in connection with injury to or death of any person, or with respect to loss, or loss of the use of, any property, or breach, violation of, or liability relating to, any Environmental Laws arising from or account of the presence or alleged presence of Hazardous Substances on, under, about or emanating from, the Property, including, without limitation, any claims for cost recovery, contribution and natural resources damages.

2. “Hazardous Substances” shall be defined as any substance, material, matter or waste, or the breakdown product derived from any such substance, material or waste, which is or becomes subject to regulation or reporting under any Environmental Laws, or which is identified, classified, defined or designated as hazardous, toxic or solid waste, hazardous or toxic materials, a hazardous or toxic substance, a pollution control waste, or other similar term by any Environmental Laws; or petroleum, or asbestos in any form or polychlorinated biphenyls.

3. “Environmental Laws” shall be defined as: (a) the Resources Conservation Recovery Act (RCRA), 42 USC Sections 6901, *et seq.*; (b) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sections 9601, *et seq.*; (c) the Illinois Environmental Protection Act (IEPA), 415 ILCS 5/1, *et seq.*; (d) the Toxic Substances Control Act, 15 USC Section 2601 *et seq.*; and (e) any other federal, state or local statute, regulation, ordinance, order or common law relating to Hazardous Substances presently in effect, or that may be promulgated in the future as such statutes, regulations, ordinances or common law may be amended from time to time.

C. It is agreed that in analyzing the indemnities granted under this paragraph 10, TCF has not had any duty to supervise, manage, maintain, repair, secure, protect or monitor the condition of the Property or any improvements thereon from the Commencement Date through the Closing of this transaction.

D. The indemnities provided for under this paragraph 10 shall survive the Closing of this transaction and shall not merge with the deed of conveyance from TCF to the District.

11. **Time of Essence.** Time is of the essence of this Agreement.

12. **Notices.** Each notice provided for under this Agreement shall comply with the requirements of this paragraph. Each notice shall be in writing by email, and shall also be sent by (a) depositing it with the U.S. Postal Service via certified or registered mail, return receipt requested, with adequate postage prepaid; or (b) via messenger or other courier properly addressed. Each notice shall be effective upon being transmitted by email and either deposited in the mail or delivered to courier service, but the time period in which a response from any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressee thereof, as evidenced by confirmation of the email transmission or the return receipt or other written acknowledgment of delivery. The addresses are as follows:

TCF:

WITH A COPY TO:

The Conservation Foundation
Attn: Daniel P. Lobbes

Day & Robert, P.C.
Attn: Scott M. Day/Rachel K.

Robert

Vice President, Land & Watershed Programs
10S404 Knoch Knolls Road
Naperville, Illinois 60565
(630) 428-4500 ext. 104
(630) 428-4599 fax
dlobbes@theconservationfoundation.org

300 East 5th Avenue
Suite 365
Naperville, Illinois 60563
(630) 637-9811
(630) 637-9814 fax
smd@drm.law / rkr@drm.law

TO DISTRICT:

WITH A COPY TO:

Wheaton Park District
Attn: Michael J. Benard
102 East Wesley Street
Wheaton, Illinois 60187
(630) 510-4945
mbenard@wheatonparks.org

Tressler LLP
Attn: Andrew S. Paine
233 South Wacker Drive, 61st Floor
Chicago, Illinois 60606
(312) 627-4154
apaine@tresslerllp.com

The address to which any notice, demand or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

13. **RESPA Disclosures.** The District and TCF hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.

14. **Exhibits.** Any exhibits referred to herein and attached to this Agreement are incorporated herein by reference.

15. **Agreement Execution.** This Agreement may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. The Parties executing this Agreement are doing so only in their official capacity, and shall incur no personal obligation or liability.

16. **Agreement Approval.** This Agreement is subject to the approval of the TCF Board of Trustees and the District's Board of Commissioners.

17. **Entire Agreement.** This Agreement, and all exhibits attached and incorporated herein, shall constitute the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

18. **Modifications.** No addition to, or modification of, this Agreement or any additional obligation assumed by either Party in connection with this Agreement shall be effective unless fully set forth in writing and signed by both TCF and the District.

19. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, and the Parties hereto hereby agree and consent to submit themselves to any court of competent jurisdiction situated in the Eighteenth Judicial Circuit, DuPage County, Illinois. In any action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

20. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party to this Real Estate Sale and Purchase Agreement has caused it to be executed by the authorized signatures on the date indicated below.

TCF:

THE CONSERVATION FOUNDATION,
an Illinois not-for-profit corporation a body corporate and politic

BY: Daniel P. Leiber

ITS: Director of Land Protection

Attest: [Signature]

~~Date~~
ITS: President / CEO

Date: 6/25/25

DISTRICT:

WHEATON PARK DISTRICT

BY: [Signature]

ITS: President

ATTEST: [Signature]

Executive Director

6/23/25
Date

EXHIBIT A

Legal Description and Depiction

THE SOUTH 31.57 FEET OF THE SOUTH 10 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN DU PAGE COUNTY, ILLINOIS.

LEGEND & ABBREVIATIONS

ALTA/NSPS LAND TITLE SURVEY VICINITY MAP



THE NEW YORK OFFICE OF THE ATTORNEY GENERAL, JAMES J. SUZUKI, has announced that it will accept applications for the position of Assistant Attorney General. The position is a full-time position and requires a minimum of five years experience in the legal field. The position is open to all qualified persons regardless of race, sex, or age. The salary is \$100,000 per year. The position is located in New York City. The application deadline is September 1, 1991. The application should be sent to the New York Office of the Attorney General, 120 Broadway, New York, NY 10038.

REGISTRATION INFORMATION

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SCHEDULE 1

interests, which is not inconsistent with the fact that the majority of respondents are members of the American Psychological Association. The results of the study suggest that the majority of respondents are concerned about the impact of the Internet on the mental health of children and adolescents. This is consistent with the findings of other studies that have shown that the Internet can be a source of information and support for children and adolescents, but it can also be a source of risk. The results of the study suggest that the majority of respondents are concerned about the impact of the Internet on the mental health of children and adolescents. This is consistent with the findings of other studies that have shown that the Internet can be a source of information and support for children and adolescents, but it can also be a source of risk.

¹Chang, Y. and H. H. Chen, 1993. The effects of the 1992 typhoon on the distribution of the black sea bream, *Acanthopagrus major*, in the southern Taiwan waters. *Journal of the Oceanographic Society of Taiwan* 12: 1-10.

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