

VILLAGE OF BRADLEY

ORDINANCE NO. 0-05-23-06

AN ORDINANCE AUTHORIZING THE PURCHASE OR ACQUISITION OF CERTAIN REAL
PROPERTY FOR THE VILLAGE OF BRADLEY, KANKAKEE
COUNTY, ILLINOIS
(E. 4000 Road N. Bourbonnais, Illinois and 1461 E. 4000 Road N. Bourbonnais, Illinois)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 8 DAY OF May, 2023

Published in pamphlet form by authority of the Board of Trustees of the Village of Bradley, Kankakee
County, Illinois this 8 day of May, 2023.

ORDINANCE NO. 005-2306

AN ORDINANCE AUTHORIZING THE PURCHASE OR ACQUISITION OF CERTAIN REAL PROPERTY FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

(E. 4000 Road N. Bourbonnais, Illinois and 1461 E. 4000 Road N. Bourbonnais, Illinois)

WHEREAS, the Village of Bradley, Kankakee County, Illinois (the “Village”) is a non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and together with the President, the “Corporate Authorities”) have the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and general welfare; and

WHEREAS, the Corporate Authorities are committed to furthering the growth of the Village and ensuring that the Village is developed in a manner that is in the best interests of its residents and businesses; and

WHEREAS, Section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3) authorizes the Corporate Authorities to purchase real estate and personal property for public purposes pursuant to contracts that provide for the consideration to be paid in annual installments during a period not exceeding twenty (20) years; and

WHEREAS, the Corporate Authorities have determined that it is necessary and desirable to purchase certain real estate located at the address commonly known as E. 4000 Road N. Bourbonnais, Illinois and 1461 E. 4000 Road N. Bourbonnais, Illinois (collectively, the “Subject Property”) for public purposes; and

WHEREAS, the purchase price of the Subject Property will be One Hundred Eighty-Eight Thousand, Four Hundred and 00/100 Dollars (\$188,400.00); and

WHEREAS, the Subject Property is currently owned by Barbara M. and Leo J. Ciaccio Revocable Living Trust (the “Seller”); and

WHEREAS, the Village desires to purchase the Subject Property from the Seller in accordance with the terms of the real estate purchase contract (the “Contract”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to purchase or acquire the Subject Property for the public purpose of potentially developing the Subject Property, or a portion thereof, in the future and have found that the use of the Subject Property will benefit the public; and

WHEREAS, the Corporate Authorities deem that it is advisable, necessary, and in the best interests of the Village and its residents to acquire the Subject Property in accordance with the terms of the Contract.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part of this Ordinance as legislative findings.

SECTION 2. The purpose of this Ordinance is to authorize and approve the purchase or acquisition of the Subject Property in accordance with the terms of the Contract and to authorize the President or his designee to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance.

SECTION 3. The Corporate Authorities hereby authorize and direct the President or his designee to take all steps necessary to purchase the Subject Property in accordance with the terms of the Contract or any modifications thereof. The Corporate Authorities further authorize the President or his designee to execute all documents necessary to carry out the purchase and transfer of the Subject Property to the Village. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to all documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. Such authorizations include, without limitation, the execution and authorization of (a) the Contract; (b) all closing documents; and (c) all documents necessary to fund the purchase of the Subject Property in accordance with the terms of the Contract. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village is authorized to appropriate, allocate, spend and/or receive all necessary funds to fulfill the requirements of the Contract, or of a contract with terms substantially the same as the terms of the Contract, and of this Ordinance.

SECTION 4. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized, and confirmed.

SECTION 5. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such adjudication shall in no way effect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinances that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 6. All code provisions, ordinances, resolutions, rules, motions, and orders, or parts thereof, conflicting with any provision of this Ordinance are hereby superseded to the extent of the conflict.

SECTION 7. The Village Clerk is hereby directed to publish a full, true, and complete copy of this Ordinance in book or pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form or as otherwise provided by applicable law.

PASSED by the Village Board on a roll call vote on the 8 day of May, 2023.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - _____	Absent - _____
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - _____	Absent - _____
DARREN WESTPHAL	Aye - <u>X</u>	Nay - _____	Absent - _____
BRIAN TIERI	Aye - <u>X</u>	Nay - _____	Absent - _____
GRANT VANDENHOUT	Aye - _____	Nay - _____	Absent - <u>X</u>
GENE JORDAN	Aye - <u>X</u>	Nay - _____	Absent - _____

VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting - _____ Voting - _____ (Aye, Nay, Abstain)

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 8 day of May, 2023.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
) SS
COUNTY OF KANKAKEE)

CLERK'S CERTIFICATE

I, Julie Tambling, certify that I am the duly appointed and acting Clerk of the Village of Bradley, County of Kankakee, State of Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

AN ORDINANCE AUTHORIZING THE PURCHASE OR ACQUISITION OF CERTAIN REAL PROPERTY FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

(E. 4000 Road N. Bourbonnais, Illinois and 1461 E. 4000 Road N. Bourbonnais, Illinois)

which Ordinance was duly adopted and passed by the Board of Trustees of the Village of Bradley (or the Corporate Authorities, if required by law) at a Board meeting held on the 8 day of May 2023, approved by the Village President on the 8 day of May 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

IN WITNESS WHEREOF, I have hereunto set my hand this 8 day of May 2023.

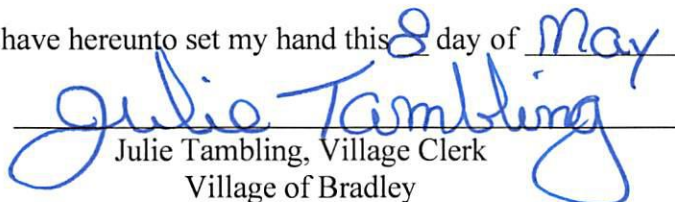

Julie Tambling, Village Clerk
Village of Bradley



EXHIBIT A
(Contract)

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT is entered into by and between the Barbara M. and Leo J. Ciacco Revocable Living Trust , (being the record title holder or authorized agent for such record title holder), (hereinafter called "Seller"), and The Village of Bradley (or its nominee), (hereinafter called "Purchaser".)

1. **Conveyance:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real estate commonly known as E. 4000 Road N. Bourbonnais, IL 60914, Kankakee County, Illinois, which real estate is vacant and being more particularly described legally in Exhibit "A" attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto, all buildings and improvements now located thereon, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter, with the land, collectively called "Premises").
2. **Purchase Price:** The "Purchase Price" is One Hundred Eighty Eight Thousand Four Hundred and 00/100 U.S. dollars (\$188,400). The purchase price (plus or minus closing prorations) shall be due and payable in cash upon Closing.
3. **Deed and Other Documents:** Seller shall convey marketable and insurable title to the Premises by a Warranty Deed, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing and those Permitted Title Exceptions set forth and identified on Exhibit "B" attached hereto and made a part hereof. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) a Closing Statement; and (iii) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements and title company undertakings). Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for the issuance of the title insurance policy provided for below.
4. **Earnest Money:** Total earnest money hereunder shall be Five Thousand dollars (\$5,000) and shall be paid upon full execution of this Contract either in cash or in the form of an irrevocable standby letter of credit issued by an institution reasonably acceptable to Seller and in form and content satisfactory to Seller (the "earnest money"). All cash earnest money paid by Purchaser shall be credited toward the purchase price at Closing. The earnest money shall be held by the title insurer/escrow agent pursuant to a customary form of strict joint order escrow and a cash portion thereof shall be invested in an interest-bearing federally insured bank account or money market account or other investment acceptable to the parties, with all interest earned thereon for the benefit of Purchaser.

Purchaser shall deposit the balance of the purchase price in escrow established with the escrow agent upon Closing. If Purchaser defaults hereunder and fails to cure said default within fifteen (15) days after receipt of written notice thereof from Seller, then, upon demand of Seller, said earnest money, whether in form of cash or letter of credit, shall be forfeited as liquidated damages, as the sole remedy for any default under this Contract and not as a penalty; and this Contract shall become null and void. Further, if such earnest money is in form of a letter of credit upon such default and expiration of cure period Seller shall be permitted to draw on such letter of credit without further notice. If this Contract is terminated for any reason other than Purchaser's default, the earnest money, whether in form of cash or letter of credit, shall immediately be returned to the Purchaser.

5. **Title Insurance:** Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment on the Premises for a 2021 ALTA owners title insurance policy, or a comparable form, from Home Star Title Insurance Company, or from such other title insurer to which Purchaser agrees in writing (the "title insurer" or "escrow agent") in the amount of Purchase Price, covering the date of this Contract. If the title commitment discloses any defects in title, Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later date report showing defects cured or removed. If such defects cannot be cured within said thirty (30) days, Purchaser may terminate this contract or may, at its election, take the title as it then is with the right to deduct from the

purchase price liens or encumbrances of a definite or ascertainable amount upon giving to Seller notice of such election and tendering performance on its part. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as aforesaid, subject only to the approved title matters.

6. **Purchaser's Contingencies:** Seller hereby acknowledges that this purchase and sale is subject to the following additional general conditions precedent:

Purchaser shall have Thirty (30) days after acceptance to undertake any due diligence Purchaser deems necessary for purposes of determining the feasibility of this purchase for Purchaser's intended use of the Premises. If Purchaser finds any matter or condition concerning the Premises that would make it undesirable in Purchaser's judgment to acquire the Premises, Purchaser may elect, in Purchaser's sole discretion, to terminate this Contract by so notifying Seller in writing within said thirty (30) day review period and be refunded its earnest money with all interest earned thereon. Absent such timely notice by Purchaser this contingency shall be deemed waived.

Seller shall give Purchaser access to Premises, after reasonable advance notice to Seller, and during reasonable business hours, to make such inspection and such inspection shall be conducted by Purchaser in a manner so as not to disturb the quiet enjoyment of the tenants or be disruptive to the operation of the Premises and Purchaser shall repair and restore the Premises following such inspection to the extent of any damage caused by such inspection to the same condition that existed prior thereto. Purchaser shall fully indemnify, defend and hold Seller and its directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys fees) incurred by Seller as a result of any such inspection. Purchaser's indemnification shall survive the Closing or termination of this Contract. Additionally, any contractors or agents employed by Purchaser to conduct physical tests or inspections of the Premises shall maintain reasonably satisfactory workmen's compensation insurance and commercial general liability coverage and Purchaser shall, upon Seller's request, furnish Seller with evidence of the same.

Purchaser may obtain at its own expense within thirty (30) days after the effective date of this Contract, boring, percolation, environmental and other soil tests determining the physical characteristics and conditions of the sub-strata of the Premises and showing that the Premises are satisfactory, in Purchaser's sole judgment, for the purposes stated herein and do not present any obstacle, hindrance or hazard to Purchaser's plans for construction and development. Such soil conditions include, but are not limited to, underground tanks, foundations and toxic or hazardous waste materials, the presence of any of which may be deemed to present such obstacle, hindrance or hazard. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Premises at reasonable times to make said soil tests and examinations.

In the event the foregoing conditions of the Contract have not been satisfied or complied with within the time period expressly set forth herein above for satisfaction of each such condition, or in the event that the soil tests, surveys, permits and/or other approvals do not meet with Purchaser's approval or disclose matters which would make the Premises unsuitable for the purposes stated herein, anything contained herein to the contrary notwithstanding, Purchaser may upon written notice to Seller at any time within the aforementioned applicable periods of time for satisfaction of such conditions, terminate this Contract, and the earnest money and documents deposited in escrow shall be returned to the party depositing same. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible, and neither party shall have the right to terminate this contract unless they have so performed.

7. **Seller's Warranties and Representations:** Seller hereby covenants, warrants and represents to Purchaser that:
- A. There are no actions or proceedings pending (or to Seller's best knowledge threatened) against Seller or any part of the Premises which, if determined adversely to Seller, would have an adverse effect on Seller, Purchaser or the Premises.
 - B. There is neither any pending (or to seller's best knowledge threatened) any condemnation, eminent domain, or similar proceeding(s) affecting the Premises, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or action contemplated or threatened by any governmental authority.
 - C. To the best of Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises and the use thereof. Seller is not in possession of any documentation containing allegations that Seller has failed to comply with any applicable laws.
 - D. Seller has and will have at the Closing, full and complete fee simple record title to the Premises, subject only to Permitted Title Exceptions.
 - E. Seller represents and warrants that neither Seller, nor any of Seller's agents have entered into any contract to sell the Premises or any portion thereof or any interest therein (other than to the Purchaser).
 - F. Seller has received no notice of any other assessment or tax against the Premises other than such general real estate taxes.
10. **Possession:** Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Title Exceptions, and the tenancy(ies) of any bona-fide tenants in possession pursuant to valid leases that are in good standing.
11. **Escrow/Closing:** Closing and settlement shall take place at the office of the title insurer/escrowee, or at a place mutually agreed to by the parties, on July 24, 2023, or such other date hereafter mutually agreed in writing. This sale shall be closed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the aforementioned escrow agent, with such special provisions inserted in the escrow agreement as may be required to conform with this contract, or such other escrow agreement as the parties hereto may have agreed or consent to. Prior to closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed. All current real estate taxes are to be prorated as of the date of closing. All state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of any municipal transfer and conveyance taxes and/or documentary stamps shall be borne by the party charged with responsibility for the same by applicable municipal ordinance, provided, however, if the ordinance is silent as to a responsible party then the same shall be an expense of the Seller. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums shall be paid for by Seller, except, however, title and escrow costs and premiums related to Purchaser's mortgage loan financing or added requested endorsements shall be an expense of Purchaser.
12. **Date of Contract/Time of the Essence/Cure of Defaults:** The effective date of this contract shall be the later of the dates following Seller's and Purchaser's signatures hereto. Time is of the essence of this contract. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party

demanding that this contract be performed within fifteen (15) days from the date of said notice. In the event said demand is not complied with, the demanding party may, at its option, declare this contract null and void and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, that except as otherwise expressly provided herein in the event Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy.

13. **Notices:** All notices and demands herein required shall be in writing and shall be deemed given if served personally or upon deposit in the United States Certified Mail, Return Receipt Requested as follows:

If to Seller:

Name: Barbara M. Ciaccio
Address: 30 Castle Coombe Dr.,
Bourbonnais, IL 60914
Attention: Carolyn Blair
Email:
Fax:

With a copy to:

Name: Jeff Leone
Address: 1934 W. Station St.,
Kankakee, IL 60901
Email: JeffLeone@yahoo.com
Fax:

If to Purchaser:

Name: Village of Bradley	Name: Village of Bradley
Attention: Finance Director Rob Romo	Attention: Administrator Craig Anderson
Address: 147 S. Michigan Bradley, IL 60915	Address: 147 S. Michigan Bradley, IL 60915
Email: rromo@bradleyil.org	Email: canderson@bradleyil.org
Fax: 815-933-9496	Fax: 815-933-9496

**With a
copy to:**

Name: James Vasselli
Address: 1804 N. Naper Blvd. Suit
350 Naperville, IL 60563
Email: jvasselli@ottosenlaw.com
Fax: 630-682-0788

14. **Miscellaneous Covenants:** This Contract shall be governed by and construed in accordance with the law of the State of Illinois. Venue for any disputes hereunder or enforcement hereof shall be in the Illinois Circuit Court having its situs in the County in which the Premises are situated. All of the covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for a period of two (2) year following Closing. If any term, covenant or condition of this contract is unlawful or unenforceable, it shall be severed from this contract and given no effect and the remaining terms and conditions of this contract shall continue to be operative, binding and effective. This document contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties hereto.
15. **Risk of Loss:** It is agreed that this contract is governed by the provisions of the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).
16. **Assignment:** This Contract shall bind and benefit the parties hereto and their respective heirs, successors and assigns.
17. **Recordation/Memorandum:** Seller agrees to reasonably cooperate with Purchaser for purposes of executing and delivering to Purchaser a recordable short-form memorandum of this Contract if Purchaser requests the same.
18. **Attorney's Approval Clause:** This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the other party, of its disapproval of the agreement and the reasons for such disapproval no later than five (5) business days after full execution hereof. If purchaser's or seller's attorney so notifies and resolution of the complained of issues is not made then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:

Barbara Cuccia
By: as trustee
Name/Title: _____
DATE: 5-4, 2023

PURCHASER:

Michael Watson for Village of Broad
By: Michael Watson
Name/ Title: Village President
DATE: 05/08/23, 2023

EXHIBIT "A"
LEGAL DESCRIPTION

Permanent Index Number(s):

PIN: 17-09-09-401-003
COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
ASPEN RIDGE SUB LT 3 3.78 AC 09-31-12E

PIN: 17-09-09-303-024
COMMON ADDRESS: 1461 E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 9 9-31-12E

PIN: 17-09-09-303-025
COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 8 9-31-12E

PIN: 17-09-09-303-030
COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 3 9-31-12E

PIN: 17-09-09-303-031
COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 2 9-31-12E

PIN: 17-09-09-303-032
COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 1 9-31-12E

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. General real estate taxes not yet due or payable.

2.

3.

4.

5.

6.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT is entered into by and between the Barbara M. and Leo J. Ciccio Revocable Living Trust , (being the record title holder or authorized agent for such record title holder), (hereinafter called "Seller"), and The Village of Bradley (or its nominee), (hereinafter called "Purchaser".)

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2. **Purchase Price:** The "Purchase Price" is One Hundred Eighty Eight Thousand Four Hundred and 00/100 U.S. dollars (\$188,400). The purchase price (plus or minus closing prorations) shall be due and payable in cash upon Closing.
3. **Deed and Other Documents:** Seller shall convey marketable and insurable title to the Premises by a Warranty Deed, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing and those Permitted Title Exceptions set forth and identified on Exhibit "B" attached hereto and made a part hereof. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) a Closing Statement; and (iii) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements and title company undertakings). Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for the issuance of the title insurance policy provided for below.
4. **Earnest Money:** Total earnest money hereunder shall be Five Thousand dollars (\$5,000) and shall be paid upon full execution of this Contract either in cash or in the form of an irrevocable standby letter of credit issued by an institution reasonably acceptable to Seller and in form and content satisfactory to Seller (the "earnest money"). All cash earnest money paid by Purchaser shall be credited toward the purchase price at Closing. The earnest money shall be held by the title insurer/escrow agent pursuant to a customary form of strict joint order escrow and a cash portion thereof shall be invested in an interest-bearing federally insured bank account or money market account or other investment acceptable to the parties, with all interest earned thereon for the benefit of Purchaser.

Purchaser shall deposit the balance of the purchase price in escrow established with the escrow agent upon Closing. If Purchaser defaults hereunder and fails to cure said default within fifteen (15) days after receipt of written notice thereof from Seller, then, upon demand of Seller, said earnest money, whether in form of cash or letter of credit, shall be forfeited as liquidated damages, as the sole remedy for any default under this Contract and not as a penalty, and this Contract shall become null and void. Further, if such earnest money is in form of a letter of credit upon such default and expiration of cure period Seller shall be permitted to draw on such letter of credit without further notice. If this Contract is terminated for any reason other than Purchaser's default, the earnest money, whether in form of cash or letter of credit, shall immediately be returned to the Purchaser.

5. **Title Insurance:** Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment on the Premises for a 2021 ALTA owners title insurance policy, or a comparable form, from Home Star Title Insurance Company, or from such other title insurer to which Purchaser agrees in writing (the "title insurer" or "escrow agent") in the amount of Purchase Price, covering the date of this Contract. If the title commitment discloses any defects in title, Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later date report showing defects cured or removed. If such defects cannot be cured within said thirty (30) days, Purchaser may terminate this contract or may, at its election, take the title as it then is with the right to deduct from the

purchase price liens or encumbrances of a definite or ascertainable amount upon giving to Seller notice of such election and tendering performance on its part. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as aforesaid, subject only to the approved title matters.

6. **Purchaser's Contingencies:** Seller hereby acknowledges that this purchase and sale is subject to the following additional general conditions precedent:

Purchaser shall have Thirty (30) days after acceptance to undertake any due diligence Purchaser deems necessary for purposes of determining the feasibility of this purchase for Purchaser's intended use of the Premises. If Purchaser finds any matter or condition concerning the Premises that would make it undesirable in Purchaser's judgment to acquire the Premises, Purchaser may elect, in Purchaser's sole discretion, to terminate this Contract by so notifying Seller in writing within said thirty (30) day review period and be refunded its earnest money with all interest earned thereon. Absent such timely notice by Purchaser this contingency shall be deemed waived.

Seller shall give Purchaser access to Premises, after reasonable advance notice to Seller, and during reasonable business hours, to make such inspection and such inspection shall be conducted by Purchaser in a manner so as not to disturb the quiet enjoyment of the tenants or be disruptive to the operation of the Premises and Purchaser shall repair and restore the Premises following such inspection to the extent of any damage caused by such inspection to the same condition that existed prior thereto. Purchaser shall fully indemnify, defend and hold Seller and its directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys fees) incurred by Seller as a result of any such inspection. Purchaser's indemnification shall survive the Closing or termination of this Contract. Additionally, any contractors or agents employed by Purchaser to conduct physical tests or inspections of the Premises shall maintain reasonably satisfactory workmen's compensation insurance and commercial general liability coverage and Purchaser shall, upon Seller's request, furnish Seller with evidence of the same.

Purchaser may obtain at its own expense within thirty (30) days after the effective date of this Contract, boring, percolation, environmental and other soil tests determining the physical characteristics and conditions of the sub-strata of the Premises and showing that the Premises are satisfactory, in Purchaser's sole judgment, for the purposes stated herein and do not present any obstacle, hindrance or hazard to Purchaser's plans for construction and development. Such soil conditions include, but are not limited to, underground tanks, foundations and toxic or hazardous waste materials, the presence of any of which may be deemed to present such obstacle, hindrance or hazard. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Premises at reasonable times to make said soil tests and examinations.

In the event the foregoing conditions of the Contract have not been satisfied or complied with within the time period expressly set forth herein above for satisfaction of each such condition, or in the event that the soil tests, surveys, permits and/or other approvals do not meet with Purchaser's approval or disclose matters which would make the Premises unsuitable for the purposes stated herein, anything contained herein to the contrary notwithstanding, Purchaser may upon written notice to Seller at any time within the aforementioned applicable periods of time for satisfaction of such conditions, terminate this Contract, and the earnest money and documents deposited in escrow shall be returned to the party depositing same. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible, and neither party shall have the right to terminate this contract unless they have so performed.

7. **Seller's Warranties and Representations:** Seller hereby covenants, warrants and represents to Purchaser that:
- A. There are no actions or proceedings pending (or to Seller's best knowledge threatened) against Seller or any part of the Premises which, if determined adversely to Seller, would have an adverse effect on Seller, Purchaser or the Premises.
 - B. There is neither any pending (or to seller's best knowledge threatened) any condemnation, eminent domain, or similar proceeding(s) affecting the Premises, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or action contemplated or threatened by any governmental authority.
 - C. To the best of Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises and the use thereof. Seller is not in possession of any documentation containing allegations that Seller has failed to comply with any applicable laws.
 - D. Seller has and will have at the Closing, full and complete fee simple record title to the Premises, subject only to Permitted Title Exceptions.
 - E. Seller represents and warrants that neither Seller, nor any of Seller's agents have entered into any contract to sell the Premises or any portion thereof or any interest therein (other than to the Purchaser).
 - F. Seller has received no notice of any other assessment or tax against the Premises other than such general real estate taxes.
10. **Possession:** Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Title Exceptions, and the tenancy(ies) of any bona-fide tenants in possession pursuant to valid leases that are in good standing.
11. **Escrow/Closing:** Closing and settlement shall take place at the office of the title insurer/escrowee, or at a place mutually agreed to by the parties, on July 24, 2023, or such other date hereafter mutually agreed in writing. This sale shall be closed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the aforementioned escrow agent, with such special provisions inserted in the escrow agreement as may be required to conform with this contract, or such other escrow agreement as the parties hereto may have agreed or consent to. Prior to closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed. All current real estate taxes are to be prorated as of the date of closing. All state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of any municipal transfer and conveyance taxes and/or documentary stamps shall be borne by the party charged with responsibility for the same by applicable municipal ordinance, provided, however, if the ordinance is silent as to a responsible party then the same shall be an expense of the Seller. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums shall be paid for by Seller, except, however, title and escrow costs and premiums related to Purchaser's mortgage loan financing or added requested endorsements shall be an expense of Purchaser.
12. **Date of Contract/Time of the Essence/Cure of Defaults:** The effective date of this contract shall be the later of the dates following Seller's and Purchaser's signatures hereto. Time is of the essence of this contract. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party

demanding that this contract be performed within fifteen (15) days from the date of said notice. In the event said demand is not complied with, the demanding party may, at its option, declare this contract null and void and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, that except as otherwise expressly provided herein in the event Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy.

13. **Notices:** All notices and demands herein required shall be in writing and shall be deemed given if served personally or upon deposit in the United States Certified Mail, Return Receipt Requested as follows:

If to Seller:

Name: Barbara M. Ciaccio
Address: 30 Castle Coombe Dr.,
Bourbonnais, IL 60914
Attention: Carolyn Blair
Email:
Fax:

With a copy to:

Name: Jeff Leone
Address: 1934 W. Station St.,
Kankakee, IL 60901
Email: JeffLeone@yahoo.com
Fax:

If to Purchaser:

Name: Village of Bradley	Name: Village of Bradley
Attention: Finance Director Rob Romo	Attention: Administrator Craig Anderson
Address: 147 S. Michigan Bradley, IL 60915	Address: 147 S. Michigan Bradley, IL 60915
Email: rromo@bradleyil.org	Email: canderson@bradleyil.org
Fax: 815-933-9496	Fax: 815-933-9496

**With a
copy to:**

Name: James Vasselli
Address: 1804 N. Naper Blvd. Suit
350 Naperville, IL 60563
Email: jvasselli@ottosenlaw.com
Fax: 630-682-0788

14. **Miscellaneous Covenants:** This Contract shall be governed by and construed in accordance with the law of the State of Illinois. Venue for any disputes hereunder or enforcement hereof shall be in the Illinois Circuit Court having its situs in the County in which the Premises are situated. All of the covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for a period of two (2) year following Closing. If any term, covenant or condition of this contract is unlawful or unenforceable, it shall be severed from this contract and given no effect and the remaining terms and conditions of this contract shall continue to be operative, binding and effective. This document contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties hereto.
15. **Risk of Loss:** It is agreed that this contract is governed by the provisions of the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).
16. **Assignment:** This Contract shall bind and benefit the parties hereto and their respective heirs, successors and assigns.
17. **Recordation/Memorandum:** Seller agrees to reasonably cooperate with Purchaser for purposes of executing and delivering to Purchaser a recordable short-form memorandum of this Contract if Purchaser requests the same.
18. **Attorney's Approval Clause:** This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the other party, of its disapproval of the agreement and the reasons for such disapproval no later than five (5) business days after full execution hereof. If purchaser's or seller's attorney so notifies and resolution of the complained of issues is not made then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:

Barbara Cuccia

By: as trustee

Name/Title: _____

DATE: 5-1, 2023

PURCHASER:

By: _____

Name/ Title: _____

DATE: _____, 20____

EXHIBIT "A"

LEGAL DESCRIPTION

Permanent Index Number(s):

PIN: 17-09-09-401-003

**COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
ASPEN RIDGE SUB LT 3 3.78 AC 09-31-12E**

PIN: 17-09-09-303-024

**COMMON ADDRESS: 1461 E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 9 9-31-12E**

PIN: 17-09-09-303-025

**COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 8 9-31-12E**

PIN: 17-09-09-303-030

**COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 3 9-31-12E**

PIN: 17-09-09-303-031

**COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 2 9-31-12E**

PIN: 17-09-09-303-032

**COMMON ADDRESS: E. 4000 RD. N. BOURBONNAIS, IL 60914
SUTHERLANDS SUB LOT 1 9-31-12E**

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. General real estate taxes not yet due or payable.

2.

3.

4.

5.

6.