



ORDINANCE NO. 399-2024

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY AT 1017 WOODRUFF ROAD, JOLIET, IL 60432 AND SURROUNDING PROPERTY

WHEREAS, Joliet Township, Will County, State of Illinois (the "Township") is a duly organized and existing township and a unit of local government organized under the laws of the State of Illinois and is operating under the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et. seq.*, and all laws amendatory thereto; and

WHEREAS, A township may acquire and hold property, both real and personal, for the use of its inhabitants, and may make all contracts necessary in the exercise of the township's powers (60 ILCS 1/85-10); and

WHEREAS, The electors may make all orders for the purchase of the township's corporate property, and the electors may delegate the power to purchase property to the township board for a period of up to twelve months (60 ILCS 1/30-50); and

WHEREAS, on April 9, 2024, at the Joliet Township Annual Town Meeting, the electors passed a resolution that delegated authority to the Township Board to purchase, sell and lease property for a period of twelve months; and

WHEREAS, Joliet Township (hereinafter "Purchaser") and Forest Park Community Center, an Illinois not for profit (hereinafter "Seller") desire to enter into the Purchase and Sale Contract, attached hereto as Exhibit 1 (hereinafter referred to as the "Agreement"), for property commonly known as 1017 Woodruff Road, Joliet, Illinois 60432, legally described in Exhibit A to the Agreement, and assigned the following PIN numbers:

07-02-309-003;	07-02-308-037;	07-02-125-017;
07-02-309-004;	07-02-308-007;	07-02-125-013;
07-02-309-001;	07-02-308-008;	07-02-125-014;
07-02-309-002;	07-02-308-005;	07-02-116-013;
07-02-308-036;	07-02-308-006;	07-02-125-012.

(hereinafter "Property"); and

WHEREAS, Purchaser agrees to purchase and Seller agrees to sell for the sum of Four Hundred Thirteen Thousand and 00/100 Dollars (\$413,000.00) for said Property; and

WHEREAS, the purchase does not require the borrowing of money or issuance of bonds; and

WHEREAS, the Joliet Township Board has reviewed the Agreement, deems it fair and reasonable, and recommends its acceptance and execution.

NOW, THEREFORE, BE IT ORDAINED by the Supervisor and Board of Trustees of Joliet Township, Will County, Illinois, as follows:

Section 1. Incorporation of Recitals and Exhibits. That the Recitals contained in the Preamble to this Ordinance are incorporated herein as if fully set forth in this Section 1.

Section 2. Contract. That the Purchase and Sale Contract, attached hereto as Exhibit 1, between Joliet Township and Seller is hereby approved and accepted, and Joliet Township is authorized to purchase the Property.

Section 3. Closing. The Township Supervisor, Angel Contreras, is hereby authorized and directed to sign all documents necessary to consummate the real estate closing and subsequent purchase of the Property, including but not limited to: Power of Attorney, Real Estate Transfer Declaration(s), Alta Statement(s) Closing Statement.

Section 4. Severability. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, but such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 5. Repealer. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This ordinance shall be in full force and effect immediately upon passage and approval by the Supervisor and Board of Trustees of Joliet Township, Will County, State of Illinois due to the urgent nature of this matter.

PASSED this 7th day of May 2024.



Alicia Morales, Township Clerk

APPROVED this 7th day of May 2024.



Angel Contreras, Supervisor

ROLL CALL VOTE:

Those Voting For: Trustees Escutia, Edwards, Supervisor Contreras

Those Voting Against: None

Those Not Voting: Tanya Arias and Ray Slattery - Absent

Exhibit 1

Purchase and Sale Contract

**PURCHASE AND SALE AGREEMENT FOR FOREST PARK COMMUNITY
CENTER PROPERTIES
WILL COUNTY, ILLINOIS**

THIS PURCHASE AND SALE CONTRACT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between, Forest Park Community Center, an Illinois not for profit, (hereinafter "**Seller**"), and, Joliet Township, an Illinois unit of local government (hereinafter "**Purchaser**").

RECITALS

Seller is the owner of fifteen (15) platted lots in which most of the lots have been combined with an adjacent lot resulting in eight (8) subject properties of real estate located along the Woodruff Road Corridor with a building located at 1017 Woodruff Road, Joliet, in Will County, Illinois legally described on **Exhibit A** attached hereto, along with all other improvements and fixtures situated within (collectively the "**Property**"), commonly known as PIN numbers:

07-02-309-003;	07-02-308-037;	07-02-125-017;
07-02-309-004;	07-02-308-007;	07-02-125-013;
07-02-309-001;	07-02-308-008;	07-02-125-014;
07-02-309-002;	07-02-308-005;	07-02-116-013;
07-02-308-036;	07-02-308-006;	07-02-125-012.

Subject to and on the terms and provisions of and for the considerations set forth in this Agreement, Seller has agreed to sell, and Purchaser has agreed to buy, the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Certain Definitions.

For purposes of this Agreement, when used herein the following terms shall have the meaning ascribed to them as set forth below.

1.1 **Effective Date:** The date that this Agreement is executed by the Seller and the Purchaser. ("EffectiveDate").

1.2 **Earnest Money:** Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Chicago Title Insurance Company, as escrowee ("Escrowee"), the sum of Five Thousand and 00/100 Dollars (\$5,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser

pursuant to Paragraph 12 herein. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

Section 2. Purchase Price.

21 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of Four Hundred Thirteen Thousand and 00/100 Dollars (\$413,000.00) the Property described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Special Warranty Deed with release of homestead rights, subject only to; (a) covenants, conditions and restrictions of record; (b) public, and utility easements, if any, (c) roads and highways, if any; (d) general real estate taxes for the year 2024 and subsequent years, if any.

22 The Purchaser shall receive a credit at closing for all monies paid to Seller prior to the time of closing. The Purchaser shall pay the remainder of the Purchase Price to the Seller on the closing date in cash or by wired funds.

23 **Payment of Purchase Price:** The Purchaser agrees to pay the Purchase Price as determined above to Seller in the following manner:

(a) Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Chicago Title Insurance Company, as escrowee ("Escrowee"), the sum of Five Thousand and 00/100 Dollars (\$5,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

(b) The remaining sum of Four Hundred Eight Thousand and 00/100 Dollars (\$408,000.00) to purchase the eight subject properties from Seller hereunder is due as of the closing date in cash or readily available funds.

24 **Allocation of Purchase Price.** The Parties agree to allocate (the "Allocation Schedule") the Purchase Price paid to Seller as listed below:

Parcel One (07-02-116-013)	\$10,500.00
Parcel Two (07-02-125-013 and 07-02-125-014)	\$15,000.00
Parcel Three (07-02-308-005 and 07-02-308-006)	\$8,500.00
Parcel Four (07-02-308-007 and 07-02-308-008)	\$8,500.00
Parcel Five (07-02-308-036 and 07-02-308-037)	\$8,500.00

Parcel Six (07-02-309-001 and 07-02309-002)	\$8,500.00
Parcel Seven (07-02-309-003 and 07-02-309-004)	\$8,500.00
Parcel Eight (07-02-125-012 and 07-02-125-017)	\$345,000.00

Section 3. Closing

3.1 The closing of the purchase and sale of the Property shall be affected through an escrow with the Escrowee. Delivery of the deed and any other documents and payment of any unpaid portion of the Purchase Price for the Property shall be affected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the Title Company modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Purchaser and Seller. This Agreement shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto.

3.2 Purchaser shall be entitled to an inspection 48 hours prior to closing to determine that the Property is in the same condition as of the date hereof. If at the time of Purchaser's inspection, the Property is not in the same or substantially the same condition, the Purchaser shall have the option of declaring this Real Estate Agreement null and void and receiving the return of all the Earnest Money paid plus interest earned.

3.3 Closing shall take place 14 days after expiration of the Feasibility Period at a time mutually agreeable to both parties and an escrow office of the Title Company.

Section 4. Survey

4.1 Purchaser, at Purchaser's sole cost, shall obtain an ALTA survey of the Property dated no more than six (6) months prior to the Effective Date. Purchaser agrees to provide Seller with a stamped sealed survey within thirty (30) days from the Effective Date.

4.2 Within five (5) days from the Effective Date, Seller shall deliver or make available to Purchaser complete copies of the following items pertaining to the Property to the extent in Seller's actual possession:

- (a) Summary of repairs for the Property for the calendar years 2022, 2023 and 2024 year-to-date:

Section 5. Title Commitment

5.1 Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within fifteen (15) days from the Effective Date, a title commitment from Chicago Title Insurance Company and the underlying documents issued by a Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

5.2 If the title commitment discloses unpermitted exceptions, Seller shall have fifteen (15) days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 15-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties.

Section 6. Feasibility Period

61 Purchaser shall have thirty (30) days after the Effective date ("Feasibility Period") to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to off-site utility availability, wetland delineation, endangered species studies, engineering studies, soil analysis, core drilling, environmental studies, zoning compatibility, noise abatement study, grant funding approval, and conduct any and all physical inspections of the property and the disclosure herein. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access to the property for the purpose of such inspections. Purchaser shall indemnify, defend and hold Seller harmless from and against any claim, action, fees, costs, judgment or award arising from, or related to, Purchaser or its agents presence or activity on the Property in connection with the above. Finally, if Purchaser terminates this Agreement and does not close, then Purchaser shall ensure that the Property is restored to the condition that existed prior this Agreement.

62 Should Purchaser decide to terminate this Agreement for any reason at its sole discretion then Purchaser shall have the right, upon the Purchaser giving and the Seller receiving on or before 5:00 p.m. of the thirtieth (30th) day of the Feasibility Period written notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect and the parties hereto shall have no further obligations to one another. The Earnest Money will then be refunded to Purchaser within two (2) business days.

63 In the event Seller's do not receive written notice of termination or written notice of an extension of this Agreement on or before 5:00pm of the thirtieth (30th) day of the Feasibility Period, the Earnest Money shall become non-refundable, except in the event of a breach by Seller.

Section 7. Seller's Responsibilities

Seller shall deliver to Purchaser the following at or prior to the Closing Date:

- a) Special Warranty Deed subject to all conditions and exceptions contained in a commitment for title insurance and permitted herein;
- b) Affidavit of Title
- c) Bill of Sale
- d) ALTA Statement;
- e) Closing Statement.
- f) Executed Transfer Declarations for the State, County and Village, as applicable;
- g) Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;
- h) All keys and electronic pass cards or devices to all entrance doors to, and equipment and utility rooms and vault boxes located in, the Property, to the extent in Seller's or its property/asset manager's possession;
- i) As of Closing, Seller shall have obtained a "Bulk Sales Stop Order" (the "Order") from the Illinois Department of Revenue (the "Department") under the provisions of 35 ILCS 5/902d (the Illinois Income Tax Act) and 35 ILCS 120/5j (the Retailers Occupation Tax Act) (collectively, the "Bulk Sales Acts") and, if available, a full release (the "Release") of claims from the Department with respect to all debts owed by Seller under the Bulk Sales Acts effective for all periods prior to prior to the Closing Date have been paid in full. If an Order is issued by the Department requiring a hold back, then at Closing, Seller shall deposit in escrow with the Title Company the amount to be withheld as disclosed in the Order until Seller, Purchaser and the Title Company receive the Release, at which time the Title Company shall be authorized to pay to Seller the entire amount, if any, withheld. If an Order or Release is not delivered to Purchaser prior to Closing, then Seller, in satisfaction of this condition, shall indemnify, defend and hold Purchaser harmless from any claims asserted by the Department with respect to all debts owed by Seller under the Bulk Sales Acts, which indemnity shall survive

Closing but shall be rendered null and void upon the issuance and receipt by Purchaser of a Release.

j) Any and all other documents required to convey title as required by the Title Company.

7.2 Seller agrees, at no cost to Seller, to cooperate fully with Purchaser, Purchaser's agent, and any governmental entities regarding any possible zoning changes which are necessary or required for Purchaser's intended use of the property prior to closing.

7.3 Seller shall be responsible for payment of ½ of the escrow fees charged by the Title Company; the costs of the owner's title insurance policy and its own attorney fees.

Section 8. Representations and Indemnifications of the Purchaser

8.1 Purchaser hereby represents and warrants to Seller as follows:

Except as provided herein, that all costs and expenses associated with this transaction including but not limited to preparing soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies shall be the sole responsibility of Purchaser. Seller shall not be obligated to pay any such costs or expenses and Purchaser shall hold Seller harmless and indemnify in regard thereto. All representations and covenants of the parties shall be deemed to be remade at closing and survive closing.

8.2 Purchaser shall pay the following costs:

- a) Its own attorneys' fees; and
- b) ½ the escrow fees charged by the Title Company the cost for any lender's title insurance policy and extended coverage; and
- c) the costs to record the deed.

Section 9. Affirmative Covenants of Seller

9.1 Maintenance of Property. Seller shall maintain the Property free from waste and neglect and in good order and repair and shall not permit any claim, lien or encumbrance to be recorded against the Property without the Purchaser's prior written consent.

9.2 Insurance. From the date hereof to the Closing Date, Seller shall maintain or cause to be maintained liability insurance in respect to the Property in accordance with the insurance presently maintained by Seller.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing

of any material event which Seller reasonably believes materially affects its ownership or operation of the Property, whether or not insured against.

94 Contracts. Seller shall not enter into any agreement which will be an obligation affecting Purchaser or the Property subsequent to the date of Purchaser's possession without Purchaser's prior written consent.

95 Possession. Seller agrees to deliver possession of the Property in a clean condition.

Section 10. Representations of the Seller

10.1 In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes the following representations and warranties as of the Effective Date and as of the Closing Date.

10.1.1 Seller owns the Property. This Agreement and all documents to be executed and delivered by Seller at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject or any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

10.1.2 Seller has no knowledge of, and has received no notice of any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the sale of the Property.

10.1.3 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

10.2

Subject to the express representations and warranties of Seller herein contained, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS SALE, SELLER AND PURCHASER AGREE THAT PURCHASER IS ACQUIRING THE PROPERTY WITHOUT ANY WARRANTY OF TITLE WHATSOEVER EITHER EXPRESSED OR IMPLIED, AND EVEN ARISING BY OPERATION OF LAW, EXCEPT THAT SELLER DOES WARRANT TITLE WITH RESPECT TO SELLER'S OWN ACTS. SELLER AND PURCHASER FURTHER AGREE THAT PURCHASER IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING WITH

RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WATER ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY (F) WARRANTIES AGAINST EVICTION OR ANY OTHER WARRANTIES OF TITLE, EXCEPT THAT SELLER DOES WARRANT TITLE WITH RESPECT TO SELLER'S OWN ACTS, OR (G) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. PURCHASER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (G) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (G) ABOVE AFTER CLOSING.

PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN OR WILL BE GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

Section 11. Prorations

11.1 Real Estate Taxes. Prior to or concurrent with closing, Seller shall cause to be paid in full all real estate taxes for all prior years, due prior to closing, and all penalties and interest thereon. At closing, Purchaser shall receive a prorated credit for real estate taxes not yet due and owing. Current general real estate taxes not yet due and payable shall be prorated at the time of closing based on one hundred five percent (105%) of the most recent ascertainable real estate tax bill. The proration shall be final.

Section 12. Default.

12.1 Default by Seller. If Seller defaults in any way Purchaser may, as Purchaser's sole and exclusive remedies either (a) terminate this Agreement by written notice forwarded to Seller on or prior to the Closing Date, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser all out of pocket expenses incurred by Purchaser in connection with this Agreement and its inspection of the Property, or (b) pursue specific performance and if the Purchaser should prevail, the Seller shall be responsible for the Purchaser's reasonable attorney's fees, court costs and expert witness fees.

12.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy (and in lieu of any other remedy, legal or equitable in nature) shall be to terminate this Agreement and receive the Earnest Money and all interest as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damages. Seller shall have no other remedy for any default by Purchaser.

Section 13. Miscellaneous

13.1 This Agreement (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by both parties or their duly authorized agents, officers, or representatives.

13.2 This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. The Seller may assign its rights or obligations under this Agreement without the Purchaser's consent, or notice so long as the Assignee agrees to be bound by the terms and conditions of this Agreement. The Purchaser may also transfer this Agreement without Seller's consent.

13.3 Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

13.4 If, prior to Closing, the Property becomes subject to a taking by virtue of eminent domain to any extent whatsoever Seller shall immediately notify Purchaser of such fact. In such event, Purchaser may, in Purchaser's sole discretion, either (a) terminate this Agreement and receive back the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for those that expressly survive termination, or (b) proceed with the Closing of the transaction, in which event Seller shall assign to Purchaser all condemnation proceeds available as a result of such destruction or taking and shall pay to Purchaser the amount of any applicable deductible or co-insurance maintained by Seller.

13.5 The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

13.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Agreement are performable in Will County, Illinois, and any and all payments under the terms of the Agreement are to be made in Will County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of Will County, Illinois.

13.7 If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

13.9 Any notice under this Agreement must be written. Notices must be either (a) hand-delivered to the address set forth below for the recipient; or (b) placed in the United States postal service mailbox and sent certified mail, return receipt requested, addressed to the recipient as specified below; or (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

13.9.1 Seller's address for all purposes under this Agreement is:

Park Forest Community Center
Eric Mitchell, President
54 N. Ottawa Street, Suite 305
Joliet, Illinois 60432
Telephone: 815-723-2895
Email: Forestparkcommunitycenter@gmail.com

with copies to: Spesia & Taylor
1415 Black Road
Joliet, IL 60435
Attention: Chris Spesia
E-Mail: cspesia@spesia-taylor.com

13.9.2 Purchaser's address for all purposes under this Agreement is:

Joliet Township, an Illinois unit of local government
175 W. Jefferson Street
Joliet, IL 60432
Attention: Angel Contreras
Telephone: (815) 726-4781

with a copy to: Mahoney, Silverman and Cross, LLC
822 Infantry Drive
Joliet, IL 60435

Attention: Heather M. Glockler
E-Mail: hglockler@msclawfirm.com

13.10 Prior to the Closing Date, both parties shall maintain in confidence the terms and conditions of the transaction proposed herein, as well as the identity of the parties hereto and any other aspect relating to this Agreement to the extent allowable by law.

13.11 Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction other than Golden Group Real Estate and Coldwell Banker ("Brokers"). Seller shall pay a brokers' commission due to Brokers pursuant to a separate agreement between Seller and Brokers. Seller and Purchaser each hereby indemnify, protect and defend and hold the other harmless from and against all Losses, actually suffered or incurred by the indemnified party as a direct result of the claims of any broker, finder, or other such party, claiming by, through or under the acts or agreements of the indemnifying party.

13.12 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Counterparts of this Agreement may be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however that if counterparts are so executed by facsimile machines, then upon request of either party original signatures will be exchanged promptly thereafter.

13.13 The provisions of this **Section 13** shall survive Closing.

Section 14. Exhibits. The following exhibits are incorporated herein:

Exhibit A: Legal Description

{signature page to follow}

EXECUTED as of the Effective Date.

SELLER

Forest Park Community Center

By: Eric A. Mitchell

Its: President (Board of Directors)

Date: 5/2/24

PURCHASER

Joliet Township, an Illinois unit of local government

By: [Signature]

Its.: Supervisor

Date: 5/7/24 AC

EXHIBIT A
LEGAL DESCRIPTION

{to come}