

Village of  
**West Dundee**



TO: Village President & Board of Trustees  
FROM: Joseph A. Cavallaro, Village Manager  
DATE: March 4, 2024  
SUBJECT: An Ordinance Authorizing the Acquisition of and Approving a Purchase and Sale Agreement for the Real Estate Commonly Referred to as 108-110 W. Main Street, West Dundee, IL

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INTRODUCTION:

Pursuant to the Village Board's direction, the Village has entered into a Letter of Intent with the owner of 108-110 W. Main Street for the purchase of the property at an agreed-upon purchase price of \$470,000. The ordinance provides for the Village President to authorize and execute the purchase sales agreement as attached and authorizes the expenditure of all costs related to the execution of the agreement in order to fill the requirements of the purchase and sale agreement, subject to finalization between the Village Attorney and the Village Manager.

FISCAL IMPACT:

As was previously identified, the purchase of 108-110 W. Main Street would be an appropriate expenditure under TIF Fund G – Route 31 / Main Street.

RECOMMENDATION: Pursuant to the Board's direction and guidance, it is respectfully requested and recommended that the Village Board adopt the Ordinance Authorizing the Acquisition and Approving a Purchase and Sale Agreement for the Property commonly known as 108-110 W. Main Street, West Dundee, IL 60118.

MOTION: Move to adopt an Ordinance Authorizing the Acquisition and Approving a Purchase and Sale Agreement for the Property commonly known as 108-110 W. Main Street, West Dundee, IL 60118.

If you have any questions, please feel free to contact me.

CC: David Danielson, Finance Director  
Michael Castaldo, Village Attorney  
Amanda Ripp, Village Attorney  
Timothy Scott, Director of Economic Development  
Kathleen Field Orr, Village Attorney

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THE VILLAGE OF WEST DUNDEE  
KANE COUNTY, ILLINOIS

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ORDINANCE  
NUMBER \_\_\_\_\_

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AN ORDINANCE  
AUTHORIZING THE ACQUISITION OF AND  
APPROVING A PURCHASE AND SALE AGREEMENT FOR  
THE REAL ESTATE COMMONLY REFERRED TO AS  
108-110 W. MAIN STREET,  
WET DUNDEE, ILLINOIS 60118

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CHRISTOPHER NELSON, Village President  
MARY JO PAPE, Village Clerk

CHERYL ALOPOGIANIS  
CHERYL ANDERLEY  
MARK JOHNSON  
THOMAS PRICE  
DAN WILBRANDT  
ANDY YUSCKA

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of West Dundee  
on this the 4th day of March, 2024

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AN ORDINANCE  
AUTHORIZING THE ACQUISITION OF AND  
APPROVING A PURCHASE AND SALE AGREEMENT FOR  
THE REAL ESTATE COMMONLY REFERRED TO AS  
108-110 W. MAIN STREET,  
WET DUNDEE, ILLINOIS 60118

WHEREAS, the Village of West Dundee, Kane County, Illinois (hereinafter referred to as the "Village") is a home rule unit of local government, and as such may exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the 1970 Illinois Constitution;

WHEREAS, the Village upon approval of the corporate authorities may acquire real estate for various public purposes including but not limited to the redevelopment of certain identified blighted and dilapidated areas in order to revitalize and enhance the development of the community;

WHEREAS, the Illinois Compiled Statutes (65 ILCS 5/11-61-3) provides that "the corporate authorities of each municipality having a population of less than 1,000,000 inhabitants shall have the express power to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase or lease to be paid through installments to be made at stated intervals during a certain period of time";

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (hereinafter referred to as the "TIF Act"), the President and Board of Trustees of the Village (hereinafter referred collectively as the "Corporate Authorities") are empowered to undertake the development or the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act;

WHEREAS, to stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 7th day of May 2018, pursuant to Ordinance Nos. 2018-07, 2018-08, 2018-09, approved a Redevelopment Plan and Program (hereinafter referred to as the "Redevelopment Plan") for an area designated as the Main Street/Illinois Route 31 TIF Redevelopment Project Area (hereinafter referred to as the "Project Area") which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; (hereinafter referred to collectively as the, "TIF Ordinance");

WHEREAS, the Village believes the acquisition and redevelopment of certain properties within the Project Area would enhance the business corridor on the adjacent major arterial roadways providing a synergistic effect upon the surrounding businesses providing job opportunities for its citizens; and, therefore, is prepared to facilitate the development of certain properties, subject to the terms of the Illinois Municipal Code, the TIF Act, the Village Code, and all other applicable provisions of law;

WHEREAS, the Village has determined that it is necessary to acquire parcels located in the Project Area in order to achieve the objectives of the Redevelopment Plan, which includes, reducing or eliminating conditions that qualify the Project Area as a redevelopment area;

WHEREAS, the TIF Ordinance allows the Village upon approval of the corporate authorities to acquire real property situated in the Project Area by agreement, purchase, gift, lease or through the exercise of the Village's power of eminent domain;

WHEREAS, the Village needs to acquire the property commonly referred to as 108-110 W. Main Street, West Dundee, Illinois 60118 (hereinafter referred to as the "Subject Property") in order to promote its Redevelopment Plan; and

WHEREAS, the Village of West Dundee Corporate Authorities have determined that it is in the best interests of the Village to acquire the Subject Property referenced herein in furtherance of its Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the Village President and Board of Trustees of the Village of West Dundee, Kane County, Illinois pursuant to the Village of West Dundee's "Home Rule Powers" as follows:

#### Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

#### Section Two – Approval and Authorization to Acquire Real Estate

The Village Board of Trustees hereby determines and declares that it is useful, desirable and necessary that it acquire the real estate commonly referred to as 108-110 W. Main Street, West Dundee, Illinois 60118 for public purposes and for purposes of implementing the objectives of the Redevelopment Plan.

#### Section Three – Authorization of Negotiation and Purchase

The Village having authorized its Village Manger to negotiate with the owner(s) for the purchase of the Subject Property, and the Village Manger and the owner(s) having reached an agreement on the terms of purchase of the Subject Property, as set forth in the Purchase and Sale Agreement attached as Exhibit A, the Village is authorized to purchase the Subject Property for the agreed upon price.

#### Section Four – Approval, Authorization and Direction to Execute the Purchase and Sale Agreement

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Purchase and Sale Agreement, substantially in the form of such agreement attached hereto and made a part hereof as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

#### Section Five - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein which shall include the execution of any and all closing documents including but not limited to the closing statement and related title documents.

#### Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Purchase and Sale Agreement and of this ordinance.

The Corporate Authorities further authorize and approve any related financing of this transaction which may include but not be limited to the ability of the Village to access the Village's Line of Credit in an amount equivalent to purchase price of the transaction plus closing costs and any additional closing costs including but not limited to the cost of demolition, if necessary.

#### Section Seven - Acts of Village Officials

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 Eight - Conflict Clause

That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

#### Section Nine - Passage Clause

That this ordinance shall take full force and effect from and after its passage, approval and publication as provided by law.

#### Section Ten – Saving Clause

If any section, paragraph, clause or provision of this ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the ordinance, which are hereby declared to be separable.

#### Section Eleven - Recording

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of West Dundee.

PASSED THIS 4th day of March, 2024

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED THIS 4th day of March, 2024

\_\_\_\_\_  
Christopher Nelson  
Village President

ATTEST:

\_\_\_\_\_  
Mary Jo Pape  
Village Clerk

Exhibit A  
Purchase and Sale Agreement

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between ROBERT J. ANIBALLI, a single person, of 621 Park St., East Dundee, IL 60118, ("**Seller**"), and the VILLAGE OF WEST DUNDEE, an Illinois municipal corporation, with its principal office located at 102 South Second Street, West Dundee, IL 60118, ("**Purchaser**"); the Seller and the Purchaser may be referred to collectively as the "**Parties**" or individually as a "**Party**".

### RECITALS

Seller is the owner of parcels of real estate in West Dundee, Illinois legally described on **Schedule 1** attached hereto (the "**Property**").

Subject to Purchaser obtaining approval from its governing board of the Agreement and the transaction contemplated herein, Seller has agreed to sell, and Purchaser has agreed to buy the Property on the terms and conditions contained herein.

**Purchaser is a unit of local government, and this contract is subject to the approval of, and is not enforceable unless approved at an open meeting by, the Board of Trustees of the Purchaser.**

**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 earliest date that this Agreement has been both: (1) executed by the Seller; and (2) has been executed and approved, as provided by law, by the Board of Trustees of the Purchaser.

#### **Section 2. Purchase Price and Payment.**

2.1 The recitals above are true and correct and are incorporated herein by reference as though set forth at length herein.

2.2 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of four hundred seventy thousand dollars (\$470,000.00) (the "**Purchase Price**"), the Property on the terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable general warranty deed with release of homestead rights, subject only to: (a) applicable laws, ordinances, and regulations; (b) the lien of real estate taxes and installments of special assessments which are payable by Purchaser under this Agreement; and (c) liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered, or permitted to accrue after the Effective Date.

2.3 Purchaser shall pay the Purchase Price to the Seller in cash or by certified or bank cashier's check in the following manner:

- (a) Within ten (10) days after the Effective Date or soon thereafter, Purchaser will pay to Escrowee earnest money in the sum of ten thousand dollars (\$10,000.00) (the "**Earnest Money**") that is refundable only as provided herein and applicable to the Purchase Price. In the event the Agreement is terminated pursuant to Purchaser's rights provided herein, or Seller's default, then the Earnest Money shall be refundable to Purchaser. Notwithstanding the above, the Earnest Money shall be non-refundable after the expiration of the later to expire of the Feasibility Period and Related Contract Termination Period, and the Earnest Money shall be payable to the Seller in the event of Purchaser's default as provided herein. The Earnest Money shall be applicable to the Purchase Price at Closing.
- (b) Purchaser will pay to Seller the sum of four hundred sixty thousand dollars (\$460,000.00) at the time of the Closing; and
- (c) Purchaser shall receive a credit at the Closing for all monies paid to Escrowee at or prior to the time of closing.

### **Section 3. Closing**

3.1 The closing of the purchase and sale of the Property (the "**Closing**") shall be effected through an escrow with an escrowee (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 effected through such escrow and pursuant to the payment terms set forth in Section 2. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the title company (the "**Title Company**") modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne by 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, Purchaser shall have the option of declaring this Agreement null and void and receiving the return of all the Earnest Money paid and other money paid by or on behalf of Purchaser to Escrowee plus interest earned thereof or of receiving a credit at closing for the cost of repairing or replacing any unacceptable items.

3.3 Also, closing shall take place at or near West Dundee, Illinois. The Closing shall take place ("**Closing Date**") within 10 days after the Feasibility Period.

### **Section 4. Survey and Deliverables**

4.1 Seller, as Seller's sole cost, shall obtain an ALTA survey (the "**Survey**") of the Property dated no more than six (6) months prior to the Effective Date. Seller agrees to provide Purchaser with the stamped sealed Survey at least ten (10) days prior to the Closing Date.

4.2 The above-referenced Survey shall be prepared by a surveyor chosen by the Seller and in conformity with Class A Minimum Detail Requirements and Standards for Land Title Surveys of the American Land Title Association and American Congress on Surveying and Mapping, and such standards as are required by the Title Company as a condition to the removal of any standard survey exceptions from the Commitment, certified to Purchaser, its lender, if any, and the Title Company after the date hereof by a surveyor licensed by the State of Illinois. The Survey shall include the following Table A items: 1, 2, 3, 4, 6(a), 6(b), 14, and 17.

4.3 Within fourteen (14) 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:

- (d) all service contracts and equipment leases relating to the Property (the "**Service Contracts**");
- (e) any existing environmental and engineering reports, including any Phase I environmental report;
- (c) any soils reports;
- (d) any governmental permits, approvals, and notices relevant to the Property;
- (e) the existing owner's title policy;
- (f) an existing survey;
- (g) plans and specifications; and
- (f) all leases for current tenants.

## **Section 5. Title Commitment**

5.1 Seller, at Seller's sole cost, shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within twenty (20) days from the Effective Date, a title commitment (the "**Title Commitment**") for American Land Title Association Owners Policy – 2021, and the underlying documents issued by a Title Insurance Company in the amount of the Purchase Price, covering title to the Property on or after the date hereof, showing title in the Seller subject only to (all of which are herein referred to as the "**Permitted Exceptions**"): (a) 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 does so remove at that time by using the funds to be paid upon the delivery of the deed. 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 exceptions beyond the Permitted Exceptions, Seller shall have thirty (30) 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 at any time or may alternatively, upon notice to Seller before the Closing, elect 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 the Title Commitment is modified prior to Closing to add new matters or exceptions, these same rights will apply to such modified Title Commitment.

5.3 At or prior to Closing, Seller, at Seller's sole cost, shall receive from the title company full extended coverage over the general exceptions contained in the Title Policy and any other endorsements that Purchaser shall reasonably request in writing prior to the later date of the expiration of the Feasibility Period and within ten (10) days after receiving the Title Commitment.

## **Section 6. Feasibility Period**

6.1 Purchaser shall have thirty days (30) days after the Effective Date (the "**Feasibility Period**") to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to the environmental condition of the property and such other information as may reasonably be requested by Purchaser, and/or to investigate any other facts, circumstances or conditions relating in any manner to the sufficiency of the property for Purchaser's intended use thereof, 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, the negligent acts or omissions of Purchaser or its agent during any inspection conducted by Purchaser or its agent pursuant to this Section 6.1. If Purchaser's inspections and inquiries under this section disclose deficiencies in the Property to which Purchaser objects, Purchaser in its sole and unreviewable discretion shall have the right to elect to terminate the Agreement by providing written notice to Seller on or before the expiration of the Feasibility Period, in which case the Parties shall have no further obligations under this Agreement except for those obligations that expressly survive termination of the Agreement.

6.2 Seller acknowledges and understands that Purchaser intends to acquire the Property for the purposes of redevelopment. This Agreement is subject to Purchaser obtaining all zoning approvals and other approvals from all governmental agencies having jurisdiction over the Property to complete such redevelopment. Purchaser shall have until the expiration of the Feasibility Period in which to obtain all required zoning and subdivision approvals and other approvals of building permit from all governmental agencies having jurisdiction over the Property to perform said redevelopment. Seller agrees to be a co-applicant with Purchaser, if necessary, on all applications contemplated herein and to support such application(s). Provided, however, that no zoning changes shall take effect prior to the Closing. The acceptability of such approvals and conditions shall be in the sole and unreviewable discretion of Purchaser.

6.3 If the EPA requires any mitigation, Seller shall provide to Purchaser, at Seller's sole cost and expense, an NFR from the Illinois EPA prior to the expiration of the Feasibility Period.

6.4 Should Purchaser decide to terminate this Agreement prior to the expiration of the Feasibility Period, upon Purchaser giving notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect, the Parties shall have no further obligations to one another, and Purchaser shall receive the return of all the Earnest Money and other money paid by or on behalf of Purchaser to Escrowee plus interest earned thereof.

6.5 Starting the calendar day following the expiration date of the Feasibility Period, Seller shall have ten (10) days (the "**Related Contract Termination Period**") to, at Seller's sole cost and expense: (1) terminate all Service Contracts related to the Property; and (2) should the property be subject to any leases, said leases shall be terminated or have their terms shortened to extend no longer than six (6) months after the Closing. Seller's failure to meet the requirements of this Section 6.5 shall constitute Seller's material breach of this Agreement.

## **Section 7. Seller's Responsibilities**

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

- (a) Possession of the Property;
- (b) General Warranty Deed for the Property in the form substantially similar to attached **Schedule 2**;
- (c) Affidavit of Title in the form substantially similar to attached **Schedule 3**;
- (d) Bill of Sale in the form substantially similar to attached **Schedule 4**;
- (e) If the property is subject to a lease, Assignment and Assumption of Leases attached **Schedule 5**;
- (f) ALTA Statement;
- (g) Closing Statement;
- (h) Transfer Declaration. Executed Transfer Declarations for the State, County and Village, as applicable;
- (i) Entity Transfer Certificate. 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;
- (j) The cost of the escrow and closing fee of the Title Company;
- (k) The costs to obtain the Survey;
- (l) The costs of Unpaid property taxes and special assessments for any year prior to the current year. The costs of property taxes and special assessments for the current year with respect to the Property shall be prorated as of the Closing Date and paid at closing by the Seller. In the event that the current year's taxes or assessments are not available on the

Closing Date, such proration shall be based upon 105% of the previous year's taxes or assessment.

- (m) The costs to obtain a base ALTA owner's title policy with an endorsement for extended coverage along with any other endorsements the Purchaser shall reasonably request; and
- (n) Any and all other documents required to convey title.

## **Section 8. Responsibility for Costs and Expenses**

8.1 Purchaser hereby represents and warrants to Seller as follows: Purchaser shall pay the costs of any of the inspections it ordered associated with this transaction including but not limited to soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies. Seller shall not be obligated to pay any such costs or expenses, and Purchaser shall hold Seller harmless and defend Seller against any claims for failure to pay any such amounts, except as otherwise provided by the Agreement. 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) All taxes applicable to the deed of transfer and the recording costs for the deed.

8.2 Seller shall pay the following costs:

- (a) Its own attorneys' fees;
- (b) The cost of the escrow and closing fee of the Title Company;
- (c) The cost of the preparation of the deed of transfer;
- (d) The title commitment obtained by the Purchaser, including the title search cost and premium for a standard ALTA Owner's Title Insurance Policy in the amount of the Purchase Price and all of the cost of the extended coverage endorsement;
- (e) The Survey;
- (f) Unpaid property taxes and special assessments for any year prior to the current year. Property taxes and special assessments for the current year with respect to the Property shall be prorated as of the Closing Date and paid at closing by the Seller. In the event that the current year's taxes or assessments are not available on the Closing Date, such proration shall be based upon 105% of the previous year's taxes or assessment; and
- (g) Any other closing costs not specifically referenced and allocated in Section 7.

## **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 through the Closing Date, Seller shall maintain or cause to be maintained liability, casualty, pollution and environmental, and other insurance upon and in respect to the Property against such hazards and in accordance with the insurance presently maintained by Seller, in which the Purchaser shall be named as an additional insured. Seller shall deliver a copy of each policy to Purchaser at least twenty (20) days prior to the expiration of the Feasibility Period.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing of any material event which affects its ownership or operation of the Property, whether or not insured against.

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

9.5 Possession. Seller agrees to deliver possession of the Property in a clean condition at the Closing.

## **Section 10. Representations of the Seller**

10.1 Seller covenants and agrees with Purchaser that:

- (a) Before Closing, Seller shall pay in full all bills and invoices for labor, material and services which may cause a lien to be filed against the Property and provide proof of full payment as required by the Title Company.
- (b) Seller shall reasonably cooperate with Purchaser from the Effective Date through the Closing in connection with all applications or other actions taken by Purchaser with respect to Purchaser's proposed development or re-development of the Property.
- (c) By the time of Closing, no Service Contracts or leases shall be effective for the Property, except as agreed in writing by Purchaser.

10.2 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.

- (a) Seller is the valid and current owner of the Property in fee simple and holds title free and clear in a manner Seller can lawfully convey to Purchaser. 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.

- (b) Seller has no knowledge of, and has received no notice of: (i) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the Property or against the Property; (ii) any violation of the Property's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Property; (iii) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof; (iv) any pending or threatened condemnation proceeding that would affect the Property; (v) any proceedings that could impose any requirement that the owner of the Property pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, other than any regular and nondiscriminatory local real estate or school taxes assessed against the Property; (vi) any proceedings that could cause an increase in the assessed value of the Property; and (vii) any disputes regarding the boundary lines of the Property.
- (c) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- (d) Leases. There are no existing leases or other agreements with respect to the Property that will extend past the Closing.
- (e) Leases and other agreements. There are no existing leases or other agreements, including Service Contracts, with respect to the Property that will extend past the Closing, except those that Purchaser has agreed to in writing.
- (f) Environmental Matters. To Seller's actual knowledge, and without independent investigation: (i) no Hazardous Materials (as defined below) are or have been located on the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (ii) no underground storage tanks are currently or have been located on the Property; (iii) the Property is not or has never been used as a storage for waste or hazardous material; and (iv) Seller has never used the Property in any manner which violated any environmental ordinances or regulations and the Seller has never been cited for any violation.
- (g) The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any

provision of Illinois law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

10.4 No representations, warranties, agreements, and obligations of the Seller shall, notwithstanding any investigation made by any party hereto, be merged into the deed, but shall survive closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

## **Section 11. Default.**

11.1 Default by Seller. Notwithstanding any other provision of this Agreement, 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, 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, and Purchaser shall be reimbursed the Earnest Money and other money paid by or on behalf of Purchaser to Escrowee plus interest earned thereof, or (b) pursue any and all rights and remedies it may have at law or in equity, including without limitation 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.

11.2 Default by Purchaser. In the event that Purchaser should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by Purchaser or Seller pursuant to a right to do so under the terms and provisions hereof, then, as Seller's sole remedy, Seller may retain all Earnest Money paid to Escrowee plus interest earned thereof. The remainder of any other money paid by or on behalf of Purchaser to Escrowee plus interest earned thereof shall be reimbursed to Purchaser.

## **Section 12. Miscellaneous**

12.1 Entire Agreement. This Agreement (including its exhibits or schedules) 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.

12.2 Beneficiaries. This Agreement inures to the benefit of and binds the Parties and their respective legal representatives, successors, and permitted assigns. The Purchaser has the right to assign this Agreement without the prior written consent of the Seller.

12.3 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.

12.4 Eminent Domain. 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 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.

12.5 Captions. 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.

12.6 Governing Law. 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 Kane County, Illinois, and any and all payments under the terms of the Agreement are to be made in Kane County, Illinois. Any dispute involving this Agreement shall be resolved in the Circuit Court of Kane County, Illinois.

12.7 Severability. 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.

12.8 Review by Counsel. 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.

12.9 Notices. 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; (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (d) sent via electronic mail to the party at the e-mail address listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address 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.

(a) Purchaser's address for all purposes under this Agreement is:

Attention: Village of West Dundee  
c/o Joseph Cavallaro, Village Manager  
102 S. Second Street  
West Dundee, IL 60118  
Telephone: 847-551-3800  
Email: [JCavallaro@WDundee.org](mailto:JCavallaro@WDundee.org)

with a copy to:

Attention: Adam Hudoba  
Ottosen Dinolfo Hasenbalg & Castaldo, Ltd.  
1804 N Naper Blvd, Suite 350  
Naperville, IL 60563  
Telephone: (630) 682-0085  
Email: [ahudoba@ottosenlaw.com](mailto:ahudoba@ottosenlaw.com)

(b) Seller's address for all purposes under this Agreement is:

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

12.10 Counterparts. 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.

12.11 Broker. Except as named on the lines within this Section 13.11, Seller and Purchaser represent and warrant to the other that in connection with the Property they have not dealt with any broker or realtor on this purchase and sale. Except as provided in the previous sentence, each Party represents and warrants to the other Party that it has not had any dealings with any real estate broker, finder, or other person with respect to this Agreement. The Seller shall individually pay for all costs and expenses of the Parties' broker(s), including fees and commissions. Except as expressly provided in this Section 13.11, each Party shall hold harmless, defend and indemnify the other Party from all damages, expenses, and liabilities, including attorneys' fees, resulting from any claims that may be asserted against the other Party by any broker, or other person with whom the other Party has or purportedly has dealt. The names of the Parties' brokers are exhaustively listed, as follows:

Seller's broker(s): none; and

Purchaser's broker(s): none.

12.12 Patriot Act. Seller and Purchaser represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 (as it may be amended from time-to-time) as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party hereby agrees to defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

12.13 Seller's Personal Property. The Seller shall remove all of its personal property located on the Property by the Closing Date, including its vehicles and equipment. Any and all remaining property shall be transferred to Purchaser with the Bill of Sale provided by Seller at closing. Any and all reasonable costs and fees, including attorneys' fees and court costs, that Purchaser incurs associated with disposing of and removing any personal property of Seller remaining at the Property past the Closing shall be at Seller's sole expense and Purchaser shall be entitled to reimbursement from Seller for the same.

12.14 AS-IS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY INCLUDED IN OR MADE BY THE TERMS OF THE AGREEMENT, AS TO ITS CONDITION (INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION OR ENVIRONMENTAL MATTERS OR CONDITIONS), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER

REPRESENTATION OR WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. OTHER THAN AS EXPRESSLY INCLUDED IN OR MADE BY THIS AGREEMENT, SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (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 CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. OTHER THAN RELATED TO THOSE WARRANTIES AND REPRESENTATIONS EXPRESSLY INCLUDED IN OR MADE BY THIS AGREEMENT, PURCHASER HEREBY RELEASES SELLER FROM ALL RESPONSIBILITY AND LIABILITY REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITION (INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SOIL, WATER, GROUND WATER, PRESENCE OF HAZARDOUS MATERIALS AND ALL OTHER PHYSICAL CHARACTERISTICS), VALUATION OR UTILITY OF THE PROPERTY. THIS SECTION 8, INCLUDING WITHOUT LIMITATION THE RELEASE SET FORTH ABOVE SHALL SURVIVE THE CLOSING. PURCHASER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTION, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE SELLER, BUT PURCHASER MAY RELY ON SELLER'S RELY ON THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS AGREEMENT.

12.15 The provisions of this **Section 12** shall survive Closing.

**Section 13. Schedules.** The following Schedules are incorporated herein:

Schedule 1: Legal descriptions.

Schedule 2: Warranty Deed.

Schedule 3: Affidavit of Title.

Schedule 4: Bill of Sale.

Schedule 5: Assignment and Assumption of Leases

**[REMAINDER OF PAGE BLANK; SIGNATURE PAGE TO FOLLOW]**

EXECUTED as of the Effective Date.

**PURCHASER:**

**VILLAGE OF WEST DUNDEE**

\_\_\_\_\_  
**Name: Joseph A. Cavallaro**

**Title: Village Manager**

**Date:** \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
**Robert J. Aniballi**

**Date:** \_\_\_\_\_

SCHEDULE 1  
Legal descriptions of Property

## EXHIBIT A

### **PARCEL 1 (PIN: 03-22-479-035; 108-110 W. Main Street, West Dundee, IL, 60118):**

Lot 2 in Block 14 in the Original Town of Dundee, in Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 5, 1837 in Book 1 of records, page 13, in Kane County Illinois, but excepting the south 20.0 feet of the north 51.0 feet pursuant to the warranty deed recorded August 13, 2001 as Document Number 2001K082982, in Kane County Illinois.

SCHEDULE 2  
Warranty Deed

**WARRANTY DEED**

This document prepared by  
and return to:

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Grantee Address and Tax Bills To:

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THIS INDENTURE WITNESSETH, that the Grantor, **ROBERT J. ANIBALLI**, a single person, of 621 Park St., East Dundee, IL 60118, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, CONVEYS and WARRANTS unto Grantee, **VILLAGE OF WEST DUNDEE**, an Illinois municipal corporation, with its principal office located at 102 South Second Street, West Dundee, IL 60118, all of its right, title, and interest in and to the following described real estate in Kane County, Illinois, to wit:

**See Exhibit A attached hereto and incorporated herein.**

SUBJECT TO: general real estate taxes for 2024; easements, covenants, conditions, restrictions, and reservations of record; building setback lines & use or occupancy restrictions; zoning laws & ordinances; public utility easements; rights of way for drainage ditches, tiles, feeders and laterals;

TO HAVE AND TO HOLD the said premises as above described, together with the tenements and appurtenances thereunto belonging, unto Grantee, its successors and assigns forever.

HEREBY releasing and waiving any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Grantor has executed this Deed, the day and year below written.

By: \_\_\_\_\_  
**Robert J. Aniballi**

STATE OF \_\_\_\_\_ )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Aniballi, a single person, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2024, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Exempt under provisions of Paragraph \_\_\_\_\_, Section 31-45 of the Real Estate Transfer Tax Law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer-Seller or Representative

## EXHIBIT A

### PARCEL 1 (PIN: 03-22-479-035; 108-110 W. Main Street, West Dundee, IL, 60118):

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SCHEDULE 3  
Affidavit of Title



The warranties herein set forth are continuing warranties and shall survive the closing. Affiant intends that each of the representations herein shall be construed as a representation; each of the representations, whether construed jointly or severally, is true.

This instrument is made to induce, and is given in consideration of the said Grantee's consummation of the purchase of the premises, without further inquiry, investigation or evidence.

**Seller**

---

**Robert J. Aniballi**

SUBSCRIBED and SWORN TO before  
me on [Closing Date].

---

Notary Public

**EXHIBIT A**

**PARCEL 1 (PIN: 03-22-479-035; 108-110 W. Main Street, West Dundee, IL, 60118):**

Lot 2 in Block 14 in the Original Town of Dundee, in Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 5, 1837 in Book 1 of records, page 13, in Kane County Illinois, but excepting the south 20.0 feet of the north 51.0 feet pursuant to the warranty deed recorded August 13, 2001 as Document Number 2001K082982, in Kane County Illinois.

SCHEDULE 4  
Bill of Sale

THE STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

**BILL OF SALE**

Seller, **Robert J. Aniballi**, a single person, in consideration of \$10.00, which has been received, hereby sells to Buyer, the **VILLAGE OF WEST DUNDEE**, an Illinois municipal corporation, the following personal property located at the following described real estate in Kane County, Illinois, to wit:

**See Exhibit A attached hereto and incorporated herein,**

but specifically excepting the property listed on Exhibit B attached hereto and incorporated herein.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and the Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale.

**Seller**

\_\_\_\_\_  
**Robert J. Aniballi**

SUBSCRIBED and SWORN TO before  
me on [Closing Date].

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**PARCEL 1 (PIN: 03-22-479-035; 108-110 W. Main Street, West Dundee, IL, 60118):**

Lot 2 in Block 14 in the Original Town of Dundee, in Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 5, 1837 in Book 1 of records, page 13, in Kane County Illinois, but excepting the south 20.0 feet of the north 51.0 feet pursuant to the warranty deed recorded August 13, 2001 as Document Number 2001K082982, in Kane County Illinois.

**EXHIBIT B**

None.

SCHEDULE 5  
Assignment and Assumption Agreement for Leases



Assignor shall defend, indemnify and hold harmless Assignee from and against any and all Claims asserted against or incurred by Assignee as a result of any acts or omissions, which arise or accrue prior to the date of this Assignment, in connection with the Lease assigned herein.

This Assignment may be executed in one or more counterparts (by facsimile or otherwise), each such counterpart being an original hereof and all such counterparts taken together constituting but one and the same instrument and agreement.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED as of the Effective Date.

**ASSIGNEE:**

**THE VILLAGE OF WEST DUNDEE**

---

**Name: Joseph Cavallaro**  
**Title: Village Manager**

**ASSIGNOR:**

---

**Robert J. Aniballi**

## EXHIBIT A

### **PARCEL 1 (PIN: 03-22-479-035; 108-110 W. Main Street, West Dundee, IL, 60118):**

Lot 2 in Block 14 in the Original Town of Dundee, in Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 5, 1837 in Book 1 of records, page 13, in Kane County Illinois, but excepting the south 20.0 feet of the north 51.0 feet pursuant to the warranty deed recorded August 13, 2001 as Document Number 2001K082982, in Kane County Illinois.