

REAL ESTATE SALES CONTRACT
FEBRUARY 28, 2024 AUCTION

1. Parties. **Seller:**

South Barrington Park District
c/o Jay Morgan
3 Tennis Club Lane
South Barrington, IL 60010
Tel: 847-514-4317
Email: jmorgan@sbgpd.net

1.1 **Purchaser (Name, Address, Telephone Number, Email Address):**

Tel:

Email:

2. **Purchase Price**

2.1. Bid Purchase Price	\$ _____
2.2. Earnest Money Deposit	\$ 175,000.00
2.3. Buyer's Premium 1% of Bid Purchase Price in 2.1	\$ _____
2.4. Balance Due	\$ _____

3. **The Property:** In connection with a live bid auction, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, on an as-is, where-is basis, at the price and on the terms set forth herein, approximately thirty-four (34) acres of vacant real estate, located south of the intersection of Sutton Rd. (Route 59) and Bartlett Rd. in South Barrington, Cook County, IL, which real estate is more particularly described on Exhibit A attached hereto (the "Property").

Seller's Initials: _____

Purchaser's Initials: _____

4. **Agreement to Sell and Purchase.** Purchaser agrees to purchase, and Seller agrees to sell, the Property, on an as-is, where-is basis, at the Purchase Price set forth herein and upon the other terms and conditions contained in this Real Estate Sales Contract (the "**Contract**"). Purchaser shall pay the balance of the Purchase Price at Closing (plus or minus prorations and closing costs as set forth herein) at the closing of the purchase and sale transaction contemplated herein (the "**Closing**") by wire transfer of immediately available funds to the bank account designated by Chicago Title Insurance Company, or such other title company selected by Seller (the "**Title Company**").

5. **All Cash Transaction.** This is an all-cash sale and purchase; and is NOT contingent upon obtaining financing even though Purchaser may apply to a lending institution of Purchaser's choice for a mortgage loan. Purchaser understands and agrees that neither their receipt of a commitment from such a lending institution, their acceptance of such a commitment, nor their satisfaction of any condition set forth in such a commitment, nor the availability of loan proceeds, shall in any way be conditions of Purchaser's obligations under this Contract. Seller makes no representation or warranty as to Purchaser's ability to obtain financing.

6. **Earnest Money.** Purchaser has paid to Seller the Earnest Money set forth in Paragraph 2.2 and receipt is hereby acknowledged. The Earnest Money is non-refundable to Purchaser and shall be immediately paid to and may be used by Seller upon execution of this Contract by Seller. In the event that the purchase and sale transaction contemplated herein closes, the entire Earnest Money shall be credited to the Purchase Price. The Earnest Money shall only be refundable to Purchaser if Seller defaults as provided in Paragraph 14.2.

7. **Delivery of Deed and other Closing Documents.** At Closing, (a) Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Special Warranty Deed, subject only to the following, if any: covenants, conditions and restrictions and other exceptions of record; any private, public and utility easements of record; roads and highways; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; any matters that would be shown by a survey of the Property, including but not limited to, encroachments, and general real estate taxes which are not yet due and payable, and (b) if applicable,

Seller and Purchaser shall mutually execute and deliver assignment and assumption agreements with respect to any leases and any intangibles, to be prepared by Seller prior to Closing. Any assignment and assumption agreements shall assign to Purchaser and require Purchaser to assume all obligations and indemnify Seller against all liabilities of Seller under any leases and with respect to the intangibles to the extent arising after the Closing Date.

8. **Closing.** The Closing shall be on a date mutually agreed upon in writing by Seller and Purchaser, such date to be not more than thirty (30) days after the Acceptance Date (the "**Closing Date**"), unless an earlier date is mutually agreed upon in writing (which may include email communication) by Seller and Purchaser, provided title has been shown to be consistent with the provisions of Section 7 of this Contract, at the office of the Title Company. **PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (a) THE CLOSING DATE CANNOT BE EXTENDED OR POSTPONED BY PURCHASER WITHOUT THE CONSENT OF SELLER AND (b) PURCHASER'S FAILURE TO CLOSE ON THE SCHEDULED CLOSING DATE SHALL RESULT IN A FORFEITURE OF PURCHASER'S EARNEST MONEY AND A TERMINATION OF THIS CONTRACT (unless such failure to close is due solely to a default by Seller).**

9. **Possession.** Provided the Closing has occurred and Purchaser shall have fulfilled all of its obligations hereunder with respect to the Closing, Seller shall surrender possession of the Property on the Closing Date, subject to the permitted title exceptions.

10. **Real Estate Taxation.** The Property is not currently subject to real estate taxation and no pro-ration for real estate taxes will be provided by Seller at Closing. The Property will be subject to real estate taxation after transfer to a private purchaser and Seller makes no representation or warranty with respect to the assessed value of the Property either as of the date hereof or at any future date. Purchaser shall be responsible for all real estate taxes that accrue with respect to the Property from the Closing Date.

11. **Broker/Agency/Owner-Licensee Disclosure.** Seller shall cause to be paid a broker's commission to Rick Levin & Associates, Inc. ("Auctioneer") in accordance with its Exclusive Agreement for Auctioneering Services between Seller and Auctioneer. Purchaser represents and warrants to Seller that no auctioneer or broker, other than _____ ("**Purchaser Broker**"), was involved in showing, submitting or selling the Property to Purchaser. Purchaser agrees to indemnify and hold Seller and Auctioneer harmless and defend it from any claim relating to Purchaser's purchase of the Property asserted against the Seller or Auctioneer by any broker including Purchaser Broker. The provisions of this Section 11 shall survive the Closing. Purchaser acknowledges that Auctioneer and its licensed associates represent the Seller as Seller's agent in the sale of the Property and that they do not represent Purchaser with respect to the sale of the Property.

12. **Irrevocable Offer.** Purchaser's execution and delivery of this Contract to Seller is an irrevocable offer to purchase the Property made to Seller but shall not be binding upon Seller until executed by Seller, or Seller's duly authorized agent. **Purchaser agrees that this offer shall remain irrevocable until 8:00 p.m. Chicago time on March 1, 2024.** Notification of Seller's acceptance may be given pursuant to the notice provision in this Contract or by telephone or email. Seller's, or a duly authorized agent of Seller's, failure to notify Purchaser on or before **8:00 p.m. Chicago time on March 1, 2024** that Seller rejects Purchaser's offer shall not constitute acceptance or rejection of Purchaser's offer by Seller, but Purchaser's offer shall then become revocable by Purchaser. Upon rejection of the offer by Seller, all deposits made by Purchaser, including the Earnest Money, shall be returned and this offer shall be deemed withdrawn.

13. **Title/Survey.** Within twenty one (21) days after the Seller executes this Contract, Seller shall show to Purchaser or Purchaser's agent evidence of fee simple title in the Seller by delivering a commitment for title insurance (the "**Commitment**") issued by the Title Company bearing date on or subsequent to the Acceptance Date, subject to no exceptions other than those listed in Section 7 above and to the general exceptions contained in said Commitment. Such Commitment furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If the Commitment discloses other exceptions, Seller shall have thirty (30) days from Seller's receipt of written notice from Purchaser objecting to such exceptions, such notice to be sent within five (5) days of Purchaser's receipt of the Commitment, to either: (a) cure such exceptions; or (b) otherwise provide for the Title Company to insure over such exceptions; provided that those exceptions which may be removed at Closing by payment of money, Seller may have same removed at Closing by using the proceeds of sale in payment thereof or satisfy such exceptions prior to Closing. If Seller fails or elects not to cure any unpermitted title exceptions or defects, then Purchaser may elect to close the transaction and take title subject to such exceptions or defects, or to terminate this Contract. If Purchaser fails to give notice of title objections within the five (5) day period, Purchaser shall be deemed to have waived its right to object to any exceptions or defects. At Closing, Seller will pay the premium for Purchaser's standard owner's policy in the amount of the Purchase Price, and Purchaser will pay for its lender's policy and any extended coverage or endorsements to the owner's or lender's policy (other than endorsements with respect to exceptions agreed to be cured by Seller which shall be paid for by Seller). Purchaser expressly acknowledges and agrees that a survey of the Property, whether desired or required by Purchaser, Purchaser's lender, the Title Company, or any other party, shall be at the sole responsibility of Purchaser and at the sole expense of Purchaser, and the time required for Purchaser to obtain such updates, additions or a new survey shall not delay or defer the Closing.

14. **Default.**

14.1. **Purchaser's Default.** At Seller's option, exercised in its sole discretion, Purchaser shall be in default under the terms of this Contract if, in addition to any other default specified herein, Purchaser shall:

14.1.1. fail to close pursuant to the terms hereof;

14.1.2. fail to timely make any payment required of Purchaser hereunder;

14.1.3. reserved;

14.1.4. fail to enter into the escrow agreement described herein or to make the deposit at the times required thereunder; or

14.1.5. fail to perform, in the time period provided herein, any other provision of this Contract to be performed by Purchaser.

14.1.6. If Seller declares Purchaser in default pursuant to the terms herein, or if Purchaser fails or refuses to carry out any other obligation of Purchaser under the terms of this Contract or any supplemental agreements made a part hereof, or Purchaser otherwise defaults under any provision hereof, then, at Seller's option exercised in its sole discretion, this Contract will be terminated, and, upon notice to Purchaser, any remaining portion of the Earnest Money will be delivered to Seller, to retain as liquidated damages. Purchaser acknowledges that the actual amount of damages that would be incurred by Seller as a result of Purchaser's default would be difficult or impossible to ascertain and that the Earnest Money represents a reasonable estimate of such damages under the circumstances.

14.2. **Seller's Default.** Notwithstanding any provision to the contrary in this contract, Seller's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to this Contract if the sale of the Property to Purchaser does not close is a return of the Earnest Money (less any escrow cancellation fees and fees and costs payable for services and products provided during Escrow for Purchaser at Purchaser's request).

15. **Covenant Regarding Property Taxes.** Purchaser expressly acknowledges that a goal of Seller in selling the Property is to return the Property to the real estate tax rolls. To that end, Purchaser, and its heirs, successors, assigns, beneficiaries, representatives, tenants, agents or the like ("**Purchaser's Successors**") shall take no action to obtain an exemption from real estate or property taxes relative to the Property. A covenant running with the land shall be recorded at Closing whereby Purchaser and Purchaser's Successors agree not to take any action to obtain an exemption from real estate or property taxes relative to the Property. If Purchaser, Purchaser's Successors or anyone acting on behalf of any of them shall take action to exempt the Property from real estate or property taxes, the Seller is authorized to object to any such attempt and to present the covenant to the Board of Review, hearing officer or Department of Revenue, which shall be sufficient evidence for the exemption to be denied. If an exemption from real estate taxes is granted, whether or not the Seller is a party to or has notice of the proceedings, then the Seller (or its assignee) may bring an action against Purchaser or Purchaser's Successors to remove the exemption and for monetary damages on behalf of Seller and each taxing body which authorizes Seller to bring an action and for the repayment of any taxes which were exempted but would have otherwise been assessed without the exemption, abated or uncollected during the time of the exemption. The covenant shall also provide that in the event there is a violation of it, that Seller's attorneys fees and costs shall be paid by Purchaser or Purchaser's Successors. Seller may assign its rights under any such covenant to any other taxing body. This provision may only be waived by the formal action of the Board of Commissioners of Seller.

Purchaser's Initials: _____

16 and 17. Reserved and intentionally left blank.

18. **Inspection; AS-IS Sale.** PURCHASER REPRESENTS THAT PURSUANT TO SECTION 20, AS OF THE CLOSING, PURCHASER WILL HAVE CONDUCTED ITS OWN, INDEPENDENT INSPECTION, INVESTIGATION AND ANALYSIS OF THE PROPERTY AS IT DEEMS NECESSARY OR APPROPRIATE IN SO ACQUIRING THE PROPERTY FROM SELLER AND PERFORMED ALL DUE DILIGENCE REVIEWS WHICH PURCHASER DEEMS NECESSARY TO DETERMINE WHETHER TO ACQUIRE THE PROPERTY AND VERIFIED ALL FACTS AND INFORMATION CONTAINED IN ANY MATERIALS PROVIDED TO PURCHASER PRIOR TO EXECUTING THIS CONTRACT. ON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER AGREES AND WARRANTS THAT PURCHASER IS PURCHASING THE PROPERTY ON AN "AS-IS, WHERE-IS" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE MADE BY SELLER OR ANY AGENT OF SELLER, INCLUDING, BUT NOT LIMITED TO, INFORMATION CONTAINED IN THE SALES BROCHURE OR SUPPLEMENTAL BROCHURES AND/OR REPRESENTATIONS AND WARRANTIES REGARDING ZONING MATTERS, THE ABILITY OF THE PURCHASER TO CONSTRUCT NEW IMPROVEMENTS, THE ABILITY OF PURCHASER TO REMODEL EXISTING IMPROVEMENTS, THE AVAILABILITY OF ZONING VARIANCES, BUILDING AND DEMOLITION PERMITS OR PLATS OF CONSOLIDATION AND/OR SUBDIVISION AND PURCHASER WAIVES AND RELINQUISHES ANY AND ALL RIGHTS, CLAIMS AND REMEDIES PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST SELLER (AND ITS AGENTS, REPRESENTATIVES OR EMPLOYEES), WITH RESPECT THERETO. NO LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIALS PROVIDED TO PURCHASER IS ASSUMED BY SELLER OR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES. FURTHER, PURCHASER HEREBY EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND REMEDIES PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST SELLER (AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES), WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO (I) THE NATURE OR CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY DESIGN OR NATURAL DEFECT OF ANY KIND OR NATURE WHATSOEVER WHETHER EXISTING ON THE DATE HEREOF OF THE DATE OF CLOSING), (II) THE CONDITION OF TITLE TO THE PROPERTY, (III) THE PROPERTY'S FITNESS FOR PURCHASER'S INTENDED USE (INCLUDING WITHOUT LIMITATION, PURCHASER'S ABILITY TO CONSTRUCT OR OTHERWISE DEVELOP THE PROPERTY) AND (IV) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR WITH RESPECT TO ANY PAST, PRESENT OR FUTURE VIOLATIONS OF ANY RULES, REGULATIONS OR LAWS, NOW OR HEREAFTER ENACTED, REGULATING OR GOVERNING THE USE, HANDLING, STORAGE OR DISPOSAL OF HAZARDOUS MATERIALS. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS"

NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. PURCHASER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER TERMS SET FORTH IN THIS CONTRACT ARE AN INTEGRAL PART OF THIS CONTRACT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THIS DISCLAIMER, THESE WAIVERS AND THE OTHER TERMS SET FORTH IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS SECTION 18 SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED WITH THE SPECIAL WARRANTY DEED.

Purchaser's Initials: _____

19. **Purchaser's Duty to Review.** Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller or others, including, but not limited to, any relating to the description of physical condition of the Property, or the dimensions of the Property or any other physical dimensions thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein. Purchaser has relied on their own examination and investigation thereof. No person has been authorized to make any representation on behalf of Seller. Purchaser agrees (a) to purchase the Property without offset or any claim against, or liability to, Seller or its agents, whether or not any layout or dimension of the Property or any part thereof, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Section 19 shall survive the Closing and shall not be merged with the special warranty deed.

20. **Inspection Period.** The Purchaser shall have the right to conduct physical inspections of the Property for the period commencing with the Acceptance Date and ending on the date that is twenty five (25) days after the date that this Contract is executed on behalf of the Seller (such period defined as the "**Inspection Period**"). During the Inspection Period, Purchaser shall have the right to conduct physical inspections of the Property and to conduct due diligence relative to the Property. Purchaser shall provide advance, written notice to Seller if Purchaser intends to conduct a physical inspection of the Property, such written notice to include written evidence of liability insurance coverage for each party entering the Property, such insurance to have a total coverage limit of not less than \$1,000,000.

21. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses set forth in Section 1, above. The mailing of a notice by certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or by e-mail. Notices sent by personal delivery shall be effective upon personal delivery and notices sent by e-mail shall be effective on delivery if sent during business hours and the next business day if not sent during business hours.

22. **Recording.** Purchaser shall not record this Contract or any memorandum of this Contract and any such recording shall constitute a default by Purchaser hereunder.

23. **Attorney Review.** PURCHASER REPRESENTS THAT PURCHASER HAS BEEN ADVISED BY THE SELLER TO CONSULT AN ATTORNEY PRIOR TO EXECUTING THIS CONTRACT. Purchaser further acknowledges that Purchaser has read and understands each and every part of this Contract. There shall be no amendments or modifications to this Contract by Purchaser or its counsel.

Purchaser's Initials: _____

24. **Escrow Closing/Closing Cost.** This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the customary form of Deed and Money Escrow Agreement then furnished and in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract or otherwise facilitate the Closing (the "**Closing Escrow**"). Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of deed shall be made through the Closing Escrow and this Contract and the Earnest Money shall be deposited in the Closing Escrow. If no mortgage loan is obtained by the Purchaser in connection with the Closing, the cost of the Closing Escrow shall be paid one-half (1/2) by each of Seller and Purchaser; if a mortgage loan transaction, then the cost of the Closing Escrow shall be paid solely by the Purchaser.

25. **Other Documents.** Seller agrees to furnish an ALTA statement (if required by the Title Company), an Affidavit of Title, a Bill of Sale for any items of personal property, if any, and transfer tax declarations pursuant to Section 27 herein.

26. **RESPA.** Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

27. **Transfer Taxes.** Seller shall pay the amount of any stamp/transfer tax imposed by the State and County in which the Property is located on the transfer of title, if any are applicable to the sale contemplated by this Contract, and shall prepare and deliver in connection with the deed

a completed transfer tax declaration signed by the Seller or Seller's agent in the form required by the State and County in which the property is located, with allocations of the Purchase Price between real property and personal property as determined by Seller in Seller's reasonable discretion. To the extent any local ordinance requires the payment of real estate transfer taxes to the city in which the Property is located, if any are applicable to the sale contemplated by this Contract, the party responsible for the preparation of such a transfer tax declaration pursuant to such ordinance shall prepare and deliver such transfer declaration in connection with Closing and any tax due as required pursuant to such local ordinance, if any, shall be paid by the applicable party as required pursuant to such ordinance.

28. **Personal Property on Premises.** Seller shall remove from the real estate by the Closing Date all of Seller's personal property, if any, not conveyed by Bill of Sale to Purchaser.

29. **Use of Pronouns.** Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter. The term "Purchaser" shall be interpreted as "Purchasers" if more than one person are purchasing the Property, and their obligations shall be joint and several.

30. **Successors, No Assignment.** The provisions of this Contract shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Seller and its heirs, legal representatives, successors and assigns. This Contract may not be assigned, in whole or in part, by Purchaser without the prior written consent from the Seller.

31. **Headings.** The section headings used herein are for the reader's convenience only and they shall not be used to interpret the meaning of the terms set forth herein.

32. **Exhibits.** Exhibits attached hereto are incorporated as a part of this Contract.

33. **Jurisdiction and Governing Law.** The parties agree that any litigation or dispute concerning the enforcement of this Contract shall be brought in the Circuit Court of Cook County. The laws of the State of Illinois shall govern any dispute between the parties related to this Contract.

34. **Severability.** If any provision of this Contract is invalid or unenforceable as against any party under certain circumstances, the remainder of this Contract and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Contract, except as otherwise herein provided shall be valid and enforced to the fullest extent permitted by law.

35. **Complete Agreement.** This Contract sets forth the entire understanding between the parties relating to the transactions described herein, there being no terms, conditions, warranties or representations other than those contained herein. This Contract may be amended only in an instrument signed by both parties hereto. The parties intend that PDF signatures and a Contract sent via email containing the signatures of all parties is binding on the parties. At the request of either party, any document send via email subject to this Section 37 shall be re-executed by both parties in an original form. Neither party shall raise the use of PDF signatures as a defense to this Contract and shall forever waive such defense.

36. **Invalidity.** The invalidity of any covenant, grant, condition or provision of this Contract shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract.

37. **Reliance on the Title Policy.** Notwithstanding anything contained in this Contract to the contrary, with respect to all matters affecting title to the Property, and any liens or other encumbrances affecting the Property, Purchaser acknowledges and agrees that it is solely relying upon the Title Policy issued pursuant to the Commitment. If Purchaser has a claim under the Title Policy, and the subject matter of that claim also constitutes a breach of any representation, warranty, or covenant made by Seller in this Contract or in the Deed, Purchaser agrees that it will look solely to the title policy for recovery on such claim, and Purchaser shall not assert any claim against Seller for a breach of a representation, warranty, or covenant with respect to such claim. This Section shall survive the Closing and the delivery of the Special Warranty Deed.

38. **Attorneys' Fees and Costs.** In the event of litigation between Seller and Purchaser arising out of this Contract, except to the extent required by law, Seller shall not pay any attorneys' fees, paralegal fees and other costs and expenses incurred by Purchaser.

41. **Electronic Signatures/Transmission.** Unless otherwise prohibited by applicable law, execution of transaction documents by electronic or digital signature and the transmission of same by electronic or digital means shall be acceptable means of execution and transmission.

42. **Acceptance Date.** The **Acceptance Date** is the date this Contract is approved by the Board of Commissioners of Seller, _____, 2024.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Real Estate Sales Contract on the dates set forth below their signatures.

SELLER:

South Barrington Park District

By: _____
Signature *Date*

Name: _____
Title: _____

SELLER'S ATTORNEY

Scott Puma
Ancel Glink
140 S. Dearborn St Suite 600
Chicago IL 60603
847/856-5422
spuma@ancelglink.com

PURCHASER:

Signature *Date*

PURCHASER (if necessary):

Signature *Date*

PURCHASER'S ATTORNEY:

EXHIBIT:

Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 00° 11' 19" WEST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2,245.24 FEET TO A POINT ON THE WESTERLY LINE OF BARTLETT ROAD PER DOCUMENT NUMBERS 11113027 AND 8026898; THENCE NORTHERLY ALONG SAID WESTERLY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE SOUTH 89° 48' 41" WEST, 33.00 FEET; (2) THENCE NORTH 00° 11' 19" WEST, 389.83 FEET; (3) THENCE NORTH 00° 09' 31" WEST, 288.99 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET WITH AN ARC LENGTH OF 98.10 FEET AND A CHORD BEARING OF SOUTH 56° 02' 50" WEST TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 130.00 FEET WITH AN ARC LENGTH OF 66.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET WITH AN ARC LENGTH OF 69.13 FEET TO A POINT OF A REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET WITH AN ARC LENGTH OF 36.02 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 79° 24' 53" WEST, 66.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 242.00 FEET WITH AN ARC LENGTH OF 97.46 FEET AND A CHORD BEARING OF SOUTH 22° 07' 20" WEST TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,048.00 FEET WITH AN ARC LENGTH OF 211.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22° 06' 00" WEST, 100.87 FEET; THENCE NORTH 89° 51' 08" WEST, 428.97 FEET; THENCE NORTH 00° 21' 39" WEST, 1,131.30 FEET TO A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 11443738; THENCE NORTHERLY ALONG SAID EAST LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH 24° 58' 30" EAST, 1,195.93 FEET; (2) THENCE NORTH 27° 49' 55" EAST, 200.22 FEET; (3) THENCE NORTH 24° 58' 12" EAST, 257.37 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE NORTH 89° 57' 47" EAST ALONG SAID NORTH LINE, 134.37 FEET; THENCE SOUTH 36° 57' 24" WEST, 285.13 FEET; THENCE SOUTH 00° 14' 47" EAST, 600.00 FEET; THENCE SOUTH 82° 06' 19" EAST, 221.79 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ALSO A POINT ON THE WEST LINE OF BARTLETT ROAD PER DOCUMENT NUMBER 11113027; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID BARTLETT ROAD PER DOCUMENT NUMBERS 11113027 AND 8026898 FOR THE FOLLOWING SIX (6) COURSES; (1) THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5,779.65 FEET WITH AN ARC LENGTH OF 182.71 FEET AND A CHORD BEARING OF SOUTH 06° 40' 43" WEST TO A POINT OF NON-TANGENCY; (2) THENCE SOUTH 89° 50' 29" WEST, 13.94 FEET; (3) THENCE SOUTH 00° 09' 31" EAST, 154.30 FEET TO A POINT ON A NON-TANGENT CURVE;

(4) THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5,779.65 FEET WITH AN ARC LENGTH OF 443.40 FEET AND A CHORD BEARING OF SOUTH 02° 02' 21" WEST TO A POINT OF NON-TANGENCY; (5) THENCE NORTH 89° 50' 29" EAST, 17.00 FEET; (6) THENCE SOUTH 00° 09' 31" EAST, 702.18 FEET TO THE POINT OF BEGINNING CONTAINING 34.034 ACRES OF LAND, MORE OR LESS, IN COOK COUNTY, ILLINOIS.