

STATE OF ILLINOIS)
COUNTIES OF COOK) SS
AND DUPAGE)

SECRETARY'S CERTIFICATE

I, the undersigned, the duly qualified and acting Secretary of the Board of Trustees of the Roselle Public Library District, Cook and DuPage Counties, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ROSELLE PUBLIC LIBRARY DISTRICT, COOK AND DUPAGE COUNTIES,
ILLINOIS, REGARDING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF ROSELLE, ILLINOIS FOR
A REAL PROPERTY TRANSFER**

passed by the Board of Trustees of the Roselle Public Library District at a regular meeting of said Board of Trustees at which a quorum was present, held pursuant to the Illinois Open Meetings Act on the 16th day of April, 2026.

I do further certify that said Resolution is entrusted to my care and custody, that the same is duly spread upon the records of said meeting and that I am the custodian of all records of the Roselle Public Library District, including the journal of proceedings or resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of April, 2026.

/s/ Monika Nasiadka
Secretary, Board of Trustees of the
Roselle Public Library District, Cook and
DuPage Counties, Illinois

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ROSELLE PUBLIC LIBRARY DISTRICT, COOK AND DUPAGE COUNTIES, ILLINOIS, APPROVING CERTAIN REAL PROPERTY SALE AND PURCHASE AGREEMENTS WITH THE VILLAGE OF ROSELLE, ILLINOIS

WHEREAS, the Roselle Public Library District, DuPage and Cook Counties, Illinois (the “Library District”) is a library district duly organized under the laws of the State of Illinois; and

WHEREAS, the Board of Trustees of the Library District (“Board”) has the authority to manage and control the real and personal property of the Library District and to enter into agreements necessary for the conduct of its business pursuant to 75 ILCS 16/30-55.5; and

WHEREAS, the Village of Roselle (the “Village”) is a home rule unit of government organized and existing under the laws of the State of Illinois; and

WHEREAS, the Library District and the Village have entered into an Intergovernmental Agreement (the “IGA”) providing for the coordinated transfer, exchange, and redevelopment of certain real property within the Village for public purposes, including the development of a new library facility; and

WHEREAS, in furtherance of the IGA, the Library District has agreed to convey to the Village certain portions of its existing property located at or commonly known as 40 South Park Street, Roselle, Illinois, including (i) certain parking lot parcels and (ii) the existing library parcel, the latter of which will be conveyed following completion of the new library facility and vacation of the existing site; and

WHEREAS, in furtherance of the IGA, the Village has agreed to convey to the Library District certain real property commonly known as 233 East Maple Avenue, Roselle, Illinois, for use as the site of a new library facility; and

WHEREAS, the parties have negotiated and prepared three separate Contracts for the Purchase and Sale of Property (collectively, the “Agreements”), each providing for the conveyance of a specific parcel or group of parcels, each for nominal consideration of Ten Dollars (\$10.00), and each subject to the terms and conditions set forth therein; and

WHEREAS, one of the Agreements provides for a delayed closing contingent upon completion of the new library facility and issuance of a certificate of occupancy, consistent with the terms of the IGA; and

WHEREAS, the Board has reviewed the Agreements and finds that entering into such Agreements is authorized by law and is in the best interests of the Library District and its residents; and

WHEREAS, the Library District is authorized to acquire, hold, and convey real property and to enter into intergovernmental and related agreements pursuant to applicable Illinois law, including the Illinois Public Library District Act (75 ILCS 16/1-1, et seq.), the Local Government Property Transfer Act (50 ILCS 605/1, et seq.), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), and Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Roselle Public Library District, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: That the above Recitals are incorporated into this Resolution by being made part of this Section 1 as if repeated herein verbatim.

SECTION 2: That the following Contracts for the Purchase and Sale of Property are hereby approved:

(a) The Contract for the Purchase and Sale of Property between the Library District, as Seller, and the Village, as Buyer, regarding certain parking lot parcels located at or commonly known as 40 South Park Street, Roselle, Illinois, attached hereto as Exhibit "A";

(b) The Contract for the Purchase and Sale of Property between the Village, as Seller, and the Library District, as Buyer, regarding the property located at or commonly known as 233 East Maple Avenue, Roselle, Illinois, attached hereto as Exhibit "B"; and

(c) The Contract for the Purchase and Sale of Property between the Library District, as Seller, and the Village, as Buyer, regarding the existing library parcel located at or commonly known as 40 South Park Street, Roselle, Illinois, with a delayed closing as provided therein, attached hereto as Exhibit "C".

SECTION 3: That the Library District Board President and Board Secretary are hereby authorized and directed to execute each of the Agreements on behalf of the Library District, and to take such further actions as may be necessary or appropriate to carry out the intent of this Resolution and to consummate the transactions contemplated therein, including actions consistent with the Intergovernmental Agreement referenced herein.

SECTION 4: That this Resolution shall be in effect immediately upon its passage.

SECTION 5: That this Resolution shall supersede any resolutions, motions, or parts thereof in conflict herewith, and any such resolutions or motions or parts thereof are hereby repealed to the extent of any conflict.

SECTION 6: That if any section, paragraph, or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 16th day of April, 2026, by the following roll call vote:

AYES: BARNES, BAUMGART, COOK, DABROWSKI, MURRAY, NASIADKA

NAYS: NONE

ABSENT: HARRINGTON

APPROVED this 16th day of April, 2026.

/s/ Leonard Baumgart

President, Board of Trustees of the
Roselle Public Library District, Cook and
DuPage Counties, Illinois

ATTEST:

/s/ Monika Nasiadka

Secretary, Board of Trustees of the
Roselle Public Library District,
Cook and DuPage Counties, Illinois

Exhibit A

Contract for the Purchase and Sale of Property
(Library District as Seller – Parking Lot Parcels at 40 South Park Street)

CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY (the "Contract" or the "Agreement") is made as of the Effective Date (as defined herein) between the Roselle Public Library District, an Illinois public library district (the "Seller") whose principal place of business is located at 40 South Park Street, Roselle, Illinois 60172, and the Village of Roselle, an Illinois home rule municipal corporation (the "Buyer") whose principal place of business is located at 31 South Prospect Street, Roselle, Illinois 60172. Seller and Buyer shall collectively herein be referred to as the "Parties" or individually as "Party."

Agreement

1. **PURCHASE AND SALE.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase on the terms hereafter stated all of Seller's rights, title and interest in the following described property:

A. Those certain parcels of real estate in the County of DuPage, Village of Roselle, State of Illinois as follows:

1. Those portions of the property commonly known as:

40 South Park Street, Roselle, IL 60172, which are currently used as a parking lot, and consist of the following Parcel Identification Numbers (PIN's):

02-03-403-004, 02-03-403-005, 02-03-403-009,
and 02-03-403-010

and legally described in Exhibit A, attached hereto and made a part hereof (the "Real Estate");

B. All improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of Seller and/or any tenants of Seller) located on the Real Estate, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively the "Improvements") (the Real Estate and the Improvements sometimes together, the "Real Property");

C. All furniture, machinery, apparatus, equipment and other personal property, if any, currently used in the operation, repair and maintenance of the Real Estate and/or Improvements, and situated on the Real Estate and owned by Seller (the "Personal Property");

D. All transferable and assignable warranties, representations, guaranties, contract rights and miscellaneous rights, if any, with respect to the Real Property ("Warranties"); and

- E. The Real Property and the Personal Property and the Seller's interest, if any, in the Warranties to be sold pursuant to this Contract are collectively referred to as the "Property".

2. **PURCHASE PRICE.**

- A. Subject to the adjustments and prorations hereafter described the total purchase price to be paid by Buyer to Seller for the Property shall be TEN DOLLARS AND 00/100 (\$10.00) (the "Purchase Price") payable as follows:
- (i) At the time of Closing (as defined herein) Buyer shall pay to Seller the Purchase Price, plus or minus any prorations as provided herein. The Purchase Price shall be payable at Closing in immediately available funds.

3. **TITLE INSURANCE.** Within fifteen (15) days of the Effective Date, Seller, at Seller's cost and expense, shall obtain a title commitment (the "Title Commitment") issued by Chicago Title Insurance Company ("Title Company"), in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) showing title to the Real Property vested in Seller, and naming Buyer or Buyer's nominee as the proposed insured, providing extended coverage over the standard exceptions, together with legible copies of all underlying title documents and plats listed in the Title Commitment (the "Underlying Title Documents"), subject only to (i) 2024 general real estate taxes not yet due and payable and subsequent years, if applicable; (ii) utility and drainage easements and such other covenants, easements, restrictions and matters of record which do not interfere with Buyer's use of the Real Property and (iii) acts done or suffered by or judgments against Buyer (collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as defined herein) discloses exceptions to title, which are not acceptable to Buyer (the "Unpermitted Exceptions"), Buyer shall have fifteen (15) days from the later of the Effective Date, delivery of the Title Documents, or delivery of the Survey ("Buyer Objection Date") to object to the Unpermitted Exceptions. Buyer shall provide Seller with a title and survey objection letter (the "Buyer's Objection Letter") listing those matters, which Buyer is objecting to by no later than the Buyer Objection Date. Seller shall have fifteen (15) days from the date of delivery of the Buyer's Objection Letter ("Seller Correction Date") to have the Unpermitted Exceptions removed from Title Commitment or to correct such Unpermitted Exceptions relating to the Survey or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a revised Title Commitment insuring the Unpermitted Exceptions or Survey Defects within the specified time, Buyer may terminate this Contract or may elect, upon notice to Seller within ten (10) days after the Seller Correction Date 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. All Unpermitted Exceptions or Survey Defects, which the Title Company commits to insure, shall be included within the definition of 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 Permitted Exceptions. If Buyer does not so elect, this Contract shall become null and void without further action of the parties. Seller also shall furnish Buyer an affidavit of title in customary form covering the date the Title Company does a last search of record on or before the Closing. The Seller shall pay the cost for any later date title commitment and pro forma title policy, but not any endorsements. The foregoing is a condition precedent of Buyer's obligation to close this transaction.

4. **SURVEY.** Within thirty (30) days after the Effective Date Seller, at Seller's cost, shall acquire a current dated survey of the Real Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer, the Title Company, Buyer's attorney and such other parties as Buyer may designate by such surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" adopted by the American Land Title Association and National Society of Professional Surveyors in 2021 setting forth: (i) the legal description of the Real Property; (ii) all boundaries, courses and dimensions of the Real Property; (iii) all easements, building lines, curb cuts, sewer, water, electric, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines); (iv) adjoining roads and rights of way and means of ingress and egress to and from the Real Property to a public road; (v) the square footage of the Real Property; and (vi) the square footage of the Real Property including acreage; and (vi) all Improvements located on the Real Property. The Survey shall reveal no encroachments onto the Real Estate from adjacent property and no encroachments by or from the Real Property of Improvements onto any adjacent property. The Survey shall include the following Table A items: 1, 2, 3, 4, 6 (a), 8, 9, 11 (observed evidence only), 13, and 16. In the event Seller does not cure any objectionable survey defects as provided in Paragraph 9 or otherwise, Buyer has the right to terminate this Contract, in which event this Contract shall be null and void. The foregoing is a condition precedent to Buyer's obligation to close this transaction. The Buyer's right to object to Survey defects is outlined in Paragraph 3 above. Upon approval of the Survey, the legal descriptions in Exhibit A shall be automatically revised to be that of the legal description in the Survey and Title Commitment, if necessary. At either Party's request, any changes to the legal description shall be confirmed in writing signed by both Parties. Seller shall bear the cost and expense of the survey; however, Buyer shall bear the cost and expense required to locate survey markers that may be placed underneath public improvements such as sidewalks which have been placed on the Real Property.

5. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than fifteen (15) days after the Effective Date hereof, Seller shall deliver the following items to Buyer to the extent in Seller's possession:

- A. any and all, title policies, deeds, leases or occupancy agreements and amendments thereto affecting the Real Estate or any part thereof ("Leases");
- B. any and all engineering reports, soil or geotechnical reports, boundary or topographical reports, surveys, licenses, permitted and any other documents pertaining to the Real Estate;
- C. any and all records, documents which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the Real Estate, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Real Estate (collectively referred to as the "Seller's Environmental Reports").

The foregoing is a condition precedent of Buyer's obligation to close this transaction.

6. **ACCESS TO PROPERTY.**

Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the Real Property from time to time, upon twenty-four (24) hours' notice to Seller, for the purpose of performing the Buyer's Inspections or requiring further review or inspection, at Buyer's sole cost and expense, except as otherwise agreed to elsewhere in this Contract. Buyer shall conduct any such entry onto the Real Property so as not to disturb the use of the Real Property by any tenant or occupant of the Real Property and during reasonable business hours.

7. **INSPECTION PERIOD.**

A. Buyer shall have sixty (60) days from the Effective Date (the "Inspection Period") within which to satisfy the following contingencies and to perform any all investigations, structural and system inspections with regard to the physical condition of the Real Estate, soil reports, engineering studies, surveys and other studies and tests on the Real Estate which Buyer may reasonably deem necessary, at Buyer's expense, including the following (the foregoing collectively, "Inspections"):

- i) Environmental Conditions. The Buyer shall be permitted reasonable access to the Real Estate during the Inspection Period in order to determine for itself the environmental condition of the Real Estate subject to the terms and conditions of Section 8 below.
- ii) Physical Inspection. Buyer shall determine for itself the physical condition (other than environmental matters) of the Real Estate including engineering and soil issues.
- iii) Notice. Based upon Buyer's Inspection, should Buyer determine in Buyer's sole judgment, that the Real Estate is not acceptable to Buyer, Buyer may, at its sole option, terminate this Contract by sending written notice to Seller prior to the expiration of the Inspection Period. In the event Buyer terminates this Contract, the Contract shall be null and void and of no further force and effect, and each Party shall have no further obligation to the other under this Contract other than what is specifically stated herein to survive the termination of this Agreement. If Buyer fails to terminate this Contract prior to the expiration of the Inspection Period, then the Inspections shall be deemed to have been satisfactory to the Buyer.

B. Seller and Seller's agents shall cooperate with Buyer and Buyer's agents with regard to all inspection-related requirements deemed necessary by Buyer.

8. **BUYER'S DUE DILIGENCE.** During the Inspection Period (as defined herein) Buyer, and its designated employees and agents, shall have the right, at all reasonable times upon reasonable notice, to enter upon the Real Estate to inspect the Real Estate and to conduct any tests, studies, appraisals, or inspections (collectively, the "Inspections") deemed necessary by Buyer, including but not

limited to the right to conduct an environmental audit in form satisfactory to Buyer, and to take air, soil, water, and any other samples deemed necessary by Buyer from the Real Estate. These Inspections may include but are not limited to drilling, digging or boring through the surface of the Real Estate, provided however, in no event shall Buyer or its agents or representatives conduct any physical testing, drilling or boring on or through the surface of the Property or any part or portion thereof, (collectively, "Physical Testing"), without Seller's prior written consent, which consent may not be unreasonably withheld. Buyer is hereby required to keep the results of any and all environmental testing confidential and further shall not disclose it to any other person or entity unless required to do so by law. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections. Subject to Seller's reasonable approval, Buyer shall select the locations for the soil borings and groundwater monitoring wells. Buyer shall indemnify and hold Seller, its employees, agents, contractors, and subcontractors harmless from any and all claims, demands, damages, losses, liabilities costs and expenses that may be incurred as a result of, or arising from, the acts, omissions or misconduct of Buyer in connection with the Inspections. All such Inspections shall be at Buyer's expense. The exercise by Buyer of any Inspections shall not negate any express representation, warranty or covenant of Seller set forth herein nor modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's representations, warranties, or covenants under this Contract. Buyer's indemnifications in this Section 8 shall survive the termination of this Agreement.

9. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing as provided herein and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. **Title Matters.** Seller has good and marketable fee simple title to the Real Property, subject only to those Permitted Exceptions as defined above.
- B. **Violations of Zoning and Other Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- C. **Pending and Threatened Litigation.** There are and shall be no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Real Property.
- D. **Access to Property Utilities.** To the best knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Real Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

- E. Assessments. There are no public improvements in the nature of off-site improvements, and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Property.
- F. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Property are subject or bound.
- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Real Property have been paid in full, and there are and will be no mechanic's liens or other claims outstanding or available to any party in connection with the Real Property which will not be fully discharged or insured over as of the Closing Date.
- H. Governmental Obligations. To the best knowledge and belief of Seller, there are no unperformed obligations relative to the Real Property outstanding to any governmental or quasi-governmental body or authority.
- I. Hazardous Materials.
- i) From the date hereof to Closing, Seller agrees (i) to operate, maintain and manage the Real Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Real Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined in Paragraph 14); and (iii) to maintain existing insurance on the Real Property.
 - ii) Seller has no knowledge of and has received no notices of: (i) the presence of any Hazardous Material (as defined in Paragraph 14) on, under or in the Real Property (including the groundwater thereunder); (ii) any spills, releases, discharges, or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Real Property (including the groundwater thereunder); (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Real Property (including the groundwater thereunder) as a result of any construction on, or operation and use of the Real Property (including the

groundwater thereunder); (iv) the presence of any equipment on the Real Property containing polychlorinated biphenyls ("**PCBs**"); or (v) the presence of any asbestos in use or on the Real Property.

- iii) To the best knowledge and belief of Seller: (i) the Real Property has never been used and will not be used before the date of Closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste; (ii) the Real Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials; and (iii) the Seller has received no notice of nor does the Real Property (including the groundwater thereunder) violate any Environmental Laws.
- iv) Seller has received no notice of and to the best knowledge and belief of Seller, the Real Property (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Real Property (including the groundwater thereunder) or its use. With respect to the Real Property (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any Environmental Laws or health or safety law or regulation may have been committed or is about to be committed with respect to the Real Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Environmental Law or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that Seller is subject to any federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Real Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under the Environmental Laws for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then Seller shall promptly provide Buyer with a copy of such notice, and in no event later than fifteen (15) days after Seller's receipt thereof.
- v) There are no proceedings pending or, to the best knowledge and belief of Seller threatened against or affecting Seller in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Real Property. Seller is not in default with respect to any order of any court or

governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Real Property.

- J. Section 1445 Withholding. Seller represents that they are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and are therefore, exempt from the withholding requirements of said Section. Seller will furnish Buyer at Closing with a Certificate of Non-foreign Status as set forth in said section.
- K. Transfers and Encumbrances. Pending the Closing, Seller agrees that Seller will not transfer the Real Property except as herein expressly contemplated, nor create any easements, liens, mortgages, or other encumbrances with respect to the Real Property, without Buyer's prior written consent.
- L. Leases. Seller represents that there are no leases that will be in effect as of the date of closing of the transaction pursuant to this Agreement.
- M. No Violations of Laws. Seller has not received any notice that the Real Property in violation of any rules, regulations and laws now in effect by any municipal, county, state or federal authorities having jurisdiction over the Real Property.
- N. Material Changes. Seller shall notify Buyer immediately if the representations, covenants and warranties contained in this Contract shall become untrue or invalid in any material respect.

Seller's warranties and representations contained in this paragraph shall survive the delivery of the Deed and Closing for a period of two years. In the event any of the representations and warranties contained herein becomes untrue as of the date of the Closing as a result of information received by Seller or occurrences subsequent to the Effective Date hereof or otherwise, Seller shall promptly notify Buyer. Any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is two years after the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.

10. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to enter into and fully carry out this Contract and the purchase of the Real Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

11. **CLOSING AND OBLIGATIONS AT CLOSING.** The performance by Buyer and Seller of their respective obligations under this Contract, subject to any termination of this Contract permitted hereunder by Buyer or Seller ("Closing"), shall take place through a deed and money escrow ("Escrow") no later than _____, 20____ ("Closing Date") at the office of the Title Company/Escrowee with the exact time and date for closing to be agreed upon by the parties. The cost of the escrow shall be divided

equally between Seller and Buyer. On the Closing Date, the obligations of Buyer and Seller, in addition to what is provided elsewhere in this Contract, shall be as follows:

- A. Buyer shall deliver or cause to be delivered to Escrowee:
 - i) the balance of the Purchase Price, plus or minus prorations to be wire transferred to Escrowee or some other place as directed by Seller; and
 - ii) executed counterpart originals of an assignment and assumption of the Collateral Agreements, Warranties and/or Leases in a form acceptable to the Buyer; and
 - iii) executed counterpart originals of a closing statement; and
 - iv) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby.
- B. Seller shall deliver or cause to be delivered to Escrowee, subject to Buyer's reasonable approval:
 - i) executed original Warranty Deed ("**Deed**"), conveying title to the Real Property to Buyer, subject to the Permitted Exceptions; and
 - ii) executed original Warranty Bill of Sale, conveying to the Buyer all of Seller's right, title and interest, if any, to the Personal Property in its AS IS Condition; and
 - iii) certified rent roll, listing the current rental, security deposit, additional rent, etc. for all the Leases which will be assigned to the Buyer, and
 - iv) executed counterpart originals of a closing statement; and
 - v) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, a Non-foreign Affidavit, ALTA statements and GAP Undertakings, if required, and such other documentation as is reasonably required by the Title Company to issue Buyer an owner's title policy in accordance with the Title Commitment in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) insuring the fee simple title to the Real Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.
 - vi) possession of the Real Property shall be delivered to Buyer, immediately at Closing, subject to the Permitted Exceptions and Leases.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

12. **CLOSING COSTS / PRORATIONS.**

- A. Prorations. At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the cash balance of the Purchase Price shall

be adjusted to reflect such prorations. All prorations shall be based on 365-day year, with the Seller to have the day prior to the Closing Date.

- i) Real Property Taxes. All prorations will be based on the most recent assessment and tax bills and shall be based on 110% of the then most recent taxes and assessments for the Real Property for a full year, and adjustments will be made subsequent to the Closing if later assessments or bills increase or decrease any tax or assessment. Buyer and Seller mutually understand and agree that the prorations for the taxes on the Real Property are based upon good faith estimates, and the above-referenced adjustments made subsequent to Closing will be based upon the actual amounts of taxes levied upon the Real Property. Such taxes and assessments shall be re-prorated between Seller and Buyer at the time of issuance of the actual bills therefore and payment of any adjustment based on such re-proration shall be paid by the party owing the other based on such adjustment within fifteen (15) days after receipt by such party of copies of the applicable bills. Notwithstanding anything to the contrary herein contained, at Closing, Seller shall be responsible for the payment of any and all unpaid taxes and assessments, including any penalties and interest due thereon, due and payable as of the Closing Date. The parties agree to enter into a re-proration agreement at closing.
- ii) Collateral Agreements. All prepayments made or payments due under any continuing service contracts affecting the Real Property, including water, sewer, electric, gas and utility bills, laundry service contracts, parking, garbage removal, maintenance agreements and Collateral Agreements shall be adjusted and apportioned as of the Closing and thereafter assumed by Buyer. Final readings and final billings for utilities shall be taken as of the date of Closing. Seller shall be entitled to a refund of all utility deposits made by Seller and Buyer shall be obligated to make its own deposits with utility companies requiring the same.
- iii) Security Deposits. Unapplied Security deposits under the Leases shall be credited to Buyer at Closing.
- iv) Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. Seller shall use its best efforts to have all utility meters read on the date of Closing so as to most accurately determine the proration of current utility bills.

- B. Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

- i) The premium for a title policy in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), together with the premium for extended coverage;
- ii) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Buyer;
- iii) Recording fees for any title curative documents, except as noted above; and
- iv) One half (1/2) of the cost of the Deed and Money Escrow fee, Closing and Settlement Fee, if any.
- v) State, County Transfer Taxes on the Deed, together with any local tax if the local ordinance reflects that it is Seller's obligation.
- vi) Cost of Survey as outlined in paragraph 4 above.

C. Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the Closing:

- i) Recording fees for the Deed;
- ii) Local stamp taxes on the Deed, if the local ordinance reflects that it is Buyer's obligation;
- iii) One half (1/2) of the cost of the Deed and Money Escrow fee, New York Style Closing and Settlement Fee, if any; and

D. Other Costs. All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Contract, including but not limited to attorney's fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring the same, without reimbursement except to the extent otherwise specifically provided in this Contract.

13. DEFINED TERMS. For the purpose of this Contract, the following defined terms shall mean:

- A. "*Damages*" shall mean all damages, and includes, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.
- B. "*Environmental Claim*" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature)

arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

- C. "*Environmental Law*" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Illinois Environmental Protection Act; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.
- D. "*Governmental Approval*" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.
- E. "*Governmental Authority*" shall mean any international, foreign, federal, state, regional, county, local or person or body having governmental or quasi-governmental authority or sub-division thereof.
- F. "*Hazardous Material*" shall mean any substance, chemical, element, compound, chemical mixture, product, solid, gas, liquid, waste, byproduct, pollutant, waste, contaminant or material which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any

such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*

- G. *"Hazardous Material Activity"* shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.
- H. *"Legal Requirement"* shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.
- I. *"Material Adverse Effect"* shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (a) the assets, business, operations, income or condition (financial or otherwise) of the [Company/Lessee], (b) transactions contemplated by this Contract, or (c) the ability of the [Company/Lessee] to perform their respective obligations under this Contract or (d) the condition or fair market value of the Real Property.
- J. *"Release"* shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

14. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.** If Seller is unable to convey title to the Real Property in accordance with the condition in this Contract, if there has occurred a material breach of any of Seller's representations, warranties, and/or covenants, or if the conditions precedent to Buyer's performance specified herein have neither been satisfied nor waived by Buyer, Buyer may, at Buyer's option, terminate this Contract by written notice forwarded to Seller on or prior to the Closing Date, or may continue to respect and abide by the terms of the Contract. If Seller fails to consummate this Contract for any reason (other than Buyer's default or a termination of this Contract by Buyer pursuant to a right to do so expressly provided for in this Contract), Buyer may seek, in addition to a refund of all Earnest Money paid hereunder, to enforce this Contract by an action for specific performance for Seller's breach. The exercise of one or more of said rights or remedies shall not impair Buyer's right to exercise any other right or remedy provided for in this Contract.

Notwithstanding the provisions above, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within three (3) days after the receipt of said written notice (said right to cure shall not apply to a demand for Closing).

15. **DESTRUCTION OR DAMAGE.**

- A. In the event that prior to the Closing Date all or any material portion of the Improvements shall be destroyed or damaged by fire or other casualty ("Casualty"), Seller shall give Buyer notice of such occurrence and notice of Seller's election either to (i) terminate this Contract, in which event all obligations of the parties hereunder shall cease and this Contract shall have no further force or effect, or (ii) within such reasonable period of time following the date of such Casualty as circumstances permit, restore and repair the Improvements to a condition substantially comparable to that which existed prior to the date of the Casualty, in which event the Closing Date shall be postponed until such repairs are completed by Seller.
- B. Notwithstanding the foregoing, if Seller elects to terminate this Contract, Buyer shall have the option, which must be exercised within fifteen (15) days of receipt of Seller's notice of termination, to nullify Seller's notice of termination by giving notice to Seller of Buyer's intention to accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty, in which event the parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price. If Buyer fails to exercise said option within such fifteen (15) day period, this Contract shall be deemed terminated and all rights and obligations of the parties hereunder shall cease. As used herein, "material" shall mean damage or destruction of a portion of the Improvements which Seller in good faith believe would cost in excess of \$100,000.00 to repair or rebuild. Notwithstanding the foregoing, in the event a non-material portion of the Improvements, or a portion of the Improvements which Buyer planned to demolish for purposes of its intended development, is damaged or destroyed by fire or other casualty, Buyer may accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty and the Parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price.

16. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

Seller: Roselle Public Library District
40 S. Park St.
Roselle, IL 60172
Attn: Samantha Johnson, Executive Director
Phone: 630-529-1641
E-Mail: sjohnson@rosellepld.org

Copy to: Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Attn: Carmen P. Forte, Jr.
Phone: 312-984-6435
E-Mail: cpforte@ktjlaw.com

Buyer: Village of Roselle
31 S. Prospect St.
Roselle, IL 60172
Attn: Jason Bielawski, Village Administrator
Phone: 630-671-2804
E-Mail: jbielawski@roselle.il.us

Copy to: Michael Castaldo, Jr.
Ottosen, Dinolfo, Hasenbalg & Castaldo
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
Phone: 630-682-0085
E-mail: mcastalldojr@ottosenlaw.com

17. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract without the prior written consent of Seller, but with notice to Seller, and provided that Buyer shall not be relieved of any of its obligations or liabilities hereunder as a result of such assignment. Such assignee must assume Buyer's obligations hereunder.

18. **BROKERAGE.** Each party hereby represents and warrants to the other that no commission or other amount is payable to any other person or entity for brokerage or similar services performed hereunder, and each party hereto agrees to indemnify, protect, defend and hold harmless the other party for any commission or amount owed to or claimed by any person or entity claiming through such indemnifying party other than the Broker. Seller agrees to pay any commission to a Broker and agrees to indemnify, protect, defend, and hold Buyer harmless from any commission.

19. **MISCELLANEOUS PROVISIONS**

A. **Other Acts.** Buyer and Seller each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect consummation of the transaction contemplated herein.

- B. Time is of the Essence. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- C. Paragraph Headings. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- D. Interpretation. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Additionally, if the Seller is a Trust, Seller shall also mean the Beneficiary or Beneficiaries of the Trust.
- E. Applicable Law and Parties Bound. This Contract provides for the purchase and sale of Real Property located in the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Contract and all questions of interpretation, construction and enforcement hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the Parties consent to the in personam jurisdiction of said Court for any such action or proceedings.
- F. Attorneys' Fees. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.
- G. Completeness and Modifications. This Contract and the Exhibit attached hereto and made a part hereof, or required hereby, embody the entire Contract between the Parties hereto with respect to the Real Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of the Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- H. No Merger. The terms, provisions, warranties and covenants made herein, shall survive the closing and delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged therein, but shall remain

binding upon and for the Parties hereto until fully observed, kept or performed.

- I. Recording. Buyer may record this Contract or any memorandum or short form hereof against the Real Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract.
- J. Counterparts. This Contract may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original. Any facsimile signature of the parties on this Contract transmitted by telecopier or electronic mail shall be binding and effective as if an original and if requested of any party hereto, each of the parties agrees to re-execute original forms of any facsimile signature. No Party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of such electronic transmission as a defense to the formation or enforceability of this Contract and each such Party forever waives any such defense. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- K. Trustee Exculpation. If the Seller is a Trust, this Contract is executed by the undersigned Trustee not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.
- L. Execution on Behalf of Trust. If the Seller is a Trust as provided, this Contract shall be signed by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/its/their signature

represents, warrants and covenants with Buyer that he/she/it/they have/has the authority to enter into this Contract, and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the beneficiary or beneficiaries of the Trust.

- M. Severability. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- N. Uniform Vendor and Buyer Risk Act. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.
- O. Buyer and Seller are Governmental Entities. The Parties acknowledge that as Buyer and Seller are each a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). However, Seller shall still furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and DuPage County. The Parties further acknowledge that because Buyer and Seller are each governmental entities, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the governing board of each Party. Each Party shall notify the other Party of such approval, in writing, within ten (10) days of the Effective Date, or any extension thereof, as agreed to in writing by the Parties. If such notice of approval is not so received, this Contract shall be null and void.
- P. Effective Date. This Contract shall be deemed dated and become effective on the date that the authorized signatories of the last party to sign execute the Contract, which date shall be the date referenced next to their signature (the "Effective Date").
- Q. Confidentiality. Buyer and Seller agree that all information pertaining to the contemplated purchase and sale herein, and any other information furnished by either Party to one another shall, to the extent allowed by law, be kept in strict confidence, and that neither Party, nor their respective attorneys or agents, shall use the information for the purpose of competing with the interests of the other Party giving the information.
- R. Real Estate Settlement Procedures Act Disclosures. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.
- S. Binding Effect and Assignment. This Contract shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legatees, transferees, personal representatives, agents, administrators, executors, successors and permitted assigns in interest.

T. Closing Date. In the event that the Closing Date or any other deadline date described in this Contract falls on a weekend or a holiday, the Closing Date or other deadline date shall be deemed to be the next business day.

20. **Schedule of Exhibits.**

Exhibit A	Legal Description
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[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been executed by the parties here to as of the date first above written.

SELLER:

Roselle Public Library District,
an Illinois public library district

By: _____
Name: Leonard Baumgart
Title: President

DATE EXECUTED BY SELLER: _____, 2025

ATTEST:

By: _____
Name: Monika Nasiadka
Title: Secretary

BUYER:

Village of Roselle,
an Illinois home rule municipal corporation

By: _____
Name: David Pileski
Title: Mayor

ATTEST:

By: _____
Name: Jennifer Theodore
Title: Village Clerk

DATE EXECUTED BY BUYER: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION

LOT 8 AND THE NORTH 1/2 OF LOT 9 (AS MEASURED ON THE EAST AND WEST LINES OF SAID LOT 9) AND WEST 10 FEET (MEASURED ON THE NORTH AND SOUTH LINES) OF THE NORTH 75 FEET (MEASURED ON THE WEST LINE) OF LOT 11 IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS.

PIN's: 02-03-403-004 and 02-03-403-009

THE SOUTH 25 FEET OF LOT 9, ALL OF LOT 10 AND LOT 11 (EXCEPT THE WESTERLY 10 FEET OF THE NORTHERLY 75 FEET OF SAID 10 FEET TO BE MEASURED PARALLEL TO THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT) IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS.

PIN's: 02-03-403-005 and 02-03-403-010

Exhibit B

Contract for the Purchase and Sale of Property
(Village as Seller – 233 East Maple Avenue)

CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY (the "Contract" or the "Agreement") is made as of the Effective Date (as defined herein) between the Village of Roselle, an Illinois home rule municipal corporation (the "Seller") whose principal place of business is located at 31 South Prospect Street, Roselle, Illinois 60172, and the Roselle Public Library District, an Illinois public library district (the "Buyer") whose principal place of business is located at 40 South Park Street, Roselle, Illinois 60172. Seller and Buyer shall collectively herein be referred to as the "Parties" or individually as "Party."

Agreement

1. **PURCHASE AND SALE.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase on the terms hereafter stated all of Seller's rights, title and interest in the following described property:

A. That certain parcel of real estate in the County of DuPage, Village of Roselle, State of Illinois as follows:

1. 233 E. Maple Avenue, Roselle, IL 60172
PIN: 02-03-415-001

and legally described in Exhibit A, attached hereto and made a part hereof (the "Real Estate");

B. All improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of Seller and/or any tenants of Seller) located on the Real Estate, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively the "Improvements") (the Real Estate and the Improvements sometimes together, the "Real Property");

C. All furniture, machinery, apparatus, equipment and other personal property, if any, currently used in the operation, repair and maintenance of the Real Estate and/or Improvements, and situated on the Real Estate and owned by Seller (the "Personal Property");

D. All transferable and assignable warranties, representations, guaranties, contract rights and miscellaneous rights, if any, with respect to the Real Property ("Warranties"); and

E. The Real Property and the Personal Property and the Seller's interest, if any, in the Warranties to be sold pursuant to this Contract are collectively referred to as the "Property".

2. **PURCHASE PRICE.**

A. Subject to the adjustments and prorations hereafter described the total purchase

price to be paid by Buyer to Seller for the Property shall be TEN DOLLARS AND 00/100 (\$10.00) (the "Purchase Price") payable as follows:

- (i) At the time of Closing (as defined herein) Buyer shall pay to Seller the Purchase Price, plus or minus any prorations as provided herein. The Purchase Price shall be payable at Closing in immediately available funds.

3. **TITLE INSURANCE.** Within fifteen (15) days of the Effective Date, Seller, at Seller's cost and expense, shall obtain a title commitment (the "Title Commitment") issued by Chicago Title Insurance Company ("Title Company"), in the amount of One Million and 00/100 Dollars (\$1,000,000.00) showing title to the Real Property vested in Seller, and naming Buyer or Buyer's nominee as the proposed insured, providing extended coverage over the standard exceptions, together with legible copies of all underlying title documents and plats listed in the Title Commitment (the "Underlying Title Documents"), subject only to (i) 2024 general real estate taxes not yet due and payable and subsequent years, if applicable; (ii) utility and drainage easements and such other covenants, easements, restrictions and matters of record which do not interfere with Buyer's use of the Real Property and (iii) acts done or suffered by or judgments against Buyer (collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as defined herein) discloses exceptions to title, which are not acceptable to Buyer (the "Unpermitted Exceptions"), Buyer shall have fifteen (15) days from the later of the Effective Date, delivery of the Title Documents, or delivery of the Survey ("Buyer Objection Date") to object to the Unpermitted Exceptions. Buyer shall provide Seller with a title and survey objection letter (the "Buyer's Objection Letter") listing those matters, which Buyer is objecting to by no later than the Buyer Objection Date. Seller shall have fifteen (15) days from the date of delivery of the Buyer's Objection Letter ("Seller Correction Date") to have the Unpermitted Exceptions removed from Title Commitment or to correct such Unpermitted Exceptions relating to the Survey or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a revised Title Commitment insuring the Unpermitted Exceptions or Survey Defects within the specified time, Buyer may terminate this Contract or may elect, upon notice to Seller within ten (10) days after the Seller Correction Date 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. All Unpermitted Exceptions or Survey Defects, which the Title Company commits to insure, shall be included within the definition of 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 Permitted Exceptions. If Buyer does not so elect, this Contract shall become null and void without further action of the parties. Seller also shall furnish Buyer an affidavit of title in customary form covering the date the Title Company does a last search of record on or before the Closing. The Seller shall pay the cost for any later date title commitment and pro forma title policy, but not any endorsements. The foregoing is a condition precedent of Buyer's obligation to close this transaction.

4. **SURVEY.** Within thirty (30) days after the Effective Date Seller, at Seller's cost, shall acquire a current dated survey of the Real Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer, the Title Company, Buyer's attorney and such other parties as Buyer may designate by such surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" adopted by the American Land Title Association and National Society of Professional Surveyors in 2021 setting forth: (i) the legal description of the Real Property; (ii) all boundaries, courses and dimensions of the Real Property; (iii) all easements, building lines, curb cuts, sewer, water, electric, gas and other utility facilities (together with

recording information concerning the documents creating any such easements and building lines); (iv) adjoining roads and rights of way and means of ingress and egress to and from the Real Property to a public road; (v) the square footage of the Real Property; and (vi) the square footage of the Real Property including acreage; and (vii) all Improvements located on the Real Property. The Survey shall reveal no encroachments onto the Real Estate from adjacent property and no encroachments by or from the Real Property of Improvements onto any adjacent property. The Survey shall include the following Table A items: 1, 2, 3, 4, 6 (a), 8, 11 (observed evidence only), 13, and 16. In the event Seller does not cure any objectionable survey defects as provided in Paragraph 9 or otherwise, Buyer has the right to terminate this Contract, in which event this Contract shall be null and void. The foregoing is a condition precedent to Buyer's obligation to close this transaction. The Buyer's right to object to Survey defects is outlined in Paragraph 3 above. Upon approval of the Survey, the legal descriptions in Exhibit A shall be automatically revised to be that of the legal description in the Survey and Title Commitment, if necessary. At either Party's request, any changes to the legal description shall be confirmed in writing signed by both Parties. Seller shall bear the cost and expense of the survey; however, Buyer shall bear the cost and expense required to locate survey markers that may be placed underneath public improvements such as sidewalks which have been placed on the Real Property.

5. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than fifteen (15) days after the Effective Date hereof, Seller shall deliver the following items to Buyer to the extent in Seller's possession:

- A. any and all, title policies, deeds, leases or occupancy agreements and amendments thereto affecting the Real Estate or any part thereof ("Leases");
- B. any and all engineering reports, soil or geotechnical reports, boundary or topographical reports, surveys, licenses, permitted and any other documents pertaining to the Real Estate;
- C. any and all records, documents which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the Real Estate, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Real Estate (collectively referred to as the "Seller's Environmental Reports").

The foregoing is a condition precedent of Buyer's obligation to close this transaction.

6. **ACCESS TO PROPERTY.**

Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the Real Property from time to time, upon twenty-four (24) hours' notice to Seller, for the purpose of performing the Buyer's Inspections or requiring further review or inspection, at Buyer's sole cost and expense, except as otherwise agreed to elsewhere in this Contract. Buyer shall conduct any such entry onto the Real Property so as not to disturb the use of the Real Property by any tenant or occupant of the Real Property and during reasonable business hours.

7. **INSPECTION PERIOD.**

- A. Buyer shall have sixty (60) days from the Effective Date (the "Inspection Period") within which to satisfy the following contingencies and to perform any all investigations, structural and system inspections with regard to the physical condition of the Real Estate, soil reports, engineering studies, surveys and other studies and tests on the Real Estate which Buyer may reasonably deem necessary, at Buyer's expense, including the following (the foregoing collectively, "Inspections"):
- i) **Environmental Conditions.** The Buyer shall be permitted reasonable access to the Real Estate during the Inspection Period in order to determine for itself the environmental condition of the Real Estate subject to the terms and conditions of Section 8 below.
 - ii) **Physical Inspection.** Buyer shall determine for itself the physical condition (other than environmental matters) of the Real Estate including engineering and soil issues.
 - iii) **Notice.** Based upon Buyer's Inspection, should Buyer determine in Buyer's sole judgment, that the Real Estate is not acceptable to Buyer, Buyer may, at its sole option, terminate this Contract by sending written notice to Seller prior to the expiration of the Inspection Period. In the event Buyer terminates this Contract, the Contract shall be null and void and of no further force and effect, and each Party shall have no further obligation to the other under this Contract other than what is specifically stated herein to survive the termination of this Agreement. If Buyer fails to terminate this Contract prior to the expiration of the Inspection Period, then the Inspections shall be deemed to have been satisfactory to the Buyer.
- B. Seller and Seller's agents shall cooperate with Buyer and Buyer's agents with regard to all inspection-related requirements deemed necessary by Buyer.

8. **BUYER'S DUE DILIGENCE.** During the Inspection Period (as defined herein) Buyer, and its designated employees and agents, shall have the right, at all reasonable times upon reasonable notice, to enter upon the Real Estate to inspect the Real Estate and to conduct any tests, studies, appraisals, or inspections (collectively, the "Inspections") deemed necessary by Buyer, including but not limited to the right to conduct an environmental audit in form satisfactory to Buyer, and to take air, soil, water, and any other samples deemed necessary by Buyer from the Real Estate. These Inspections may include but are not limited to drilling, digging or boring through the surface of the Real Estate, provided however, in no event shall Buyer or its agents or representatives conduct any physical testing, drilling or boring on or through the surface of the Property or any part or portion thereof, (collectively, "Physical Testing"), without Seller's prior written consent, which consent may not be unreasonably withheld. Buyer is hereby required to keep the results of any and all environmental testing confidential and further shall not disclose it to any other person or entity unless required to do so by law. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and

inspections. Subject to Seller's reasonable approval, Buyer shall select the locations for the soil borings and groundwater monitoring wells. Buyer shall indemnify and hold Seller, its employees, agents, contractors, and subcontractors harmless from any and all claims, demands, damages, losses, liabilities costs and expenses that may be incurred as a result of, or arising from, the acts, omissions or misconduct of Buyer in connection with the Inspections. All such Inspections shall be at Buyer's expense. The exercise by Buyer of any Inspections shall not negate any express representation, warranty or covenant of Seller set forth herein nor modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's representations, warranties, or covenants under this Contract. Buyer's indemnifications in this Section 8 shall survive the termination of this Agreement.

9. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing as provided herein and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. Title Matters. Seller has good and marketable fee simple title to the Real Property, subject only to those Permitted Exceptions as defined above.
- B. Violations of Zoning and Other Laws. Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- C. Pending and Threatened Litigation. There are and shall be no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Real Property.
- D. Access to Property Utilities. To the best knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Real Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
- E. Assessments. There are no public improvements in the nature of off-site improvements, and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Property.
- F. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are

bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Property are subject or bound.

- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Real Property have been paid in full, and there are and will be no mechanic's liens or other claims outstanding or available to any party in connection with the Real Property which will not be fully discharged or insured over as of the Closing Date.
- H. Governmental Obligations. To the best knowledge and belief of Seller, there are no unperformed obligations relative to the Real Property outstanding to any governmental or quasi-governmental body or authority.
- I. Hazardous Materials.
- i) From the date hereof to Closing, Seller agrees (i) to operate, maintain and manage the Real Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Real Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined in Paragraph 14); and (iii) to maintain existing insurance on the Real Property.
 - ii) Seller has no knowledge of and has received no notices of: (i) the presence of any Hazardous Material (as defined in Paragraph 14) on, under or in the Real Property (including the groundwater thereunder); (ii) any spills, releases, discharges, or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Real Property (including the groundwater thereunder); (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Real Property (including the groundwater thereunder) as a result of any construction on, or operation and use of the Real Property (including the groundwater thereunder); (iv) the presence of any equipment on the Real Property containing polychlorinated biphenyls ("PCBs"); or (v) the presence of any asbestos in use or on the Real Property.
 - iii) To the best knowledge and belief of Seller: (i) the Real Property has never been used and will not be used before the date of Closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste; (ii) the Real Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials; and (iii) the Seller has

received no notice of nor does the Real Property (including the groundwater thereunder) violate any Environmental Laws.

iv) Seller has received no notice of and to the best knowledge and belief of Seller, the Real Property (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Real Property (including the groundwater thereunder) or its use. With respect to the Real Property (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any Environmental Laws or health or safety law or regulation may have been committed or is about to be committed with respect to the Real Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Environmental Law or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that Seller is subject to any federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Real Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under the Environmental Laws for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then Seller shall promptly provide Buyer with a copy of such notice, and in no event later than fifteen (15) days after Seller's receipt thereof.

v) There are no proceedings pending or, to the best knowledge and belief of Seller threatened against or affecting Seller in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Real Property. Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Real Property.

J. Section 1445 Withholding. Seller represents that they are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and are therefore, exempt from the withholding requirements of said Section. Seller will furnish Buyer at Closing with a Certificate of Non-foreign Status as set forth in said section.

K. Transfers and Encumbrances. Pending the Closing, Seller agrees that Seller will not transfer the Real Property except as herein expressly contemplated, nor create

any easements, liens, mortgages, or other encumbrances with respect to the Real Property, without Buyer's prior written consent.

- L. Leases. Seller represents that there are no leases that will be in effect as of the date of closing of the transaction pursuant to this Agreement.
- M. No Violations of Laws. Seller has not received any notice that the Real Property in violation of any rules, regulations and laws now in effect by any municipal, county, state or federal authorities having jurisdiction over the Real Property.
- N. Material Changes. Seller shall notify Buyer immediately if the representations, covenants and warranties contained in this Contract shall become untrue or invalid in any material respect.

Seller's warranties and representations contained in this paragraph shall survive the delivery of the Deed and Closing for a period of two years. In the event any of the representations and warranties contained herein becomes untrue as of the date of the Closing as a result of information received by Seller or occurrences subsequent to the Effective Date hereof or otherwise, Seller shall promptly notify Buyer. Any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is two years after the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.

10. **BUYER'S REPRESENTATIONS AND WARRANTIES**. Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to enter into and fully carry out this Contract and the purchase of the Real Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

11. **CLOSING AND OBLIGATIONS AT CLOSING**. The performance by Buyer and Seller of their respective obligations under this Contract, subject to any termination of this Contract permitted hereunder by Buyer or Seller ("Closing"), shall take place through a deed and money escrow ("Escrow") no later than _____, 20__ ("Closing Date") at the office of the Title Company/Escrowee with the exact time and date for closing to be agreed upon by the parties. The cost of the escrow shall be divided equally between Seller and Buyer. On the Closing Date, the obligations of Buyer and Seller, in addition to what is provided elsewhere in this Contract, shall be as follows:

- A. Buyer shall deliver or cause to be delivered to Escrowee:
 - i) the balance of the Purchase Price, plus or minus prorations to be wire transferred to Escrowee or some other place as directed by Seller; and
 - ii) executed counterpart originals of an assignment and assumption of the Collateral Agreements, Warranties and/or Leases in a form acceptable to the Buyer; and
 - iii) executed counterpart originals of a closing statement; and

- iv) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby.
- B. Seller shall deliver or cause to be delivered to Escrowee, subject to Buyer's reasonable approval:
- i) executed original Warranty Deed ("**Deed**"), conveying title to the Real Property to Buyer, subject to the Permitted Exceptions; and
 - ii) executed original Warranty Bill of Sale, conveying to the Buyer all of Seller's right, title and interest, if any, to the Personal Property in its AS IS Condition; and
 - iii) certified rent roll, listing the current rental, security deposit, additional rent, etc. for all the Leases which will be assigned to the Buyer, and
 - iv) executed counterpart originals of a closing statement; and
 - v) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, a Non-foreign Affidavit, ALTA statements and GAP Undertakings, if required, and such other documentation as is reasonably required by the Title Company to issue Buyer an owner's title policy in accordance with the Title Commitment in the amount of One Million and 00/100 Dollars (\$1,000,000.00) insuring the fee simple title to the Real Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.
 - vi) possession of the Real Property shall be delivered to Buyer, immediately at Closing, subject to the Permitted Exceptions and Leases.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

12. **CLOSING COSTS / PRORATIONS.**

- A. Prorations. At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on 365-day year, with the Seller to have the day prior to the Closing Date.
- i) Real Property Taxes. All prorations will be based on the most recent assessment and tax bills and shall be based on 110% of the then most recent taxes and assessments for the Real Property for a full year, and adjustments will be made subsequent to the Closing if later assessments or bills increase or decrease any tax or assessment. Buyer and Seller mutually understand and agree that the prorations for the taxes on the Real Property are based upon good faith estimates, and the above-referenced adjustments made subsequent to Closing will be based upon the actual amounts of taxes levied upon the Real Property. Such taxes and assessments shall be re-prorated

between Seller and Buyer at the time of issuance of the actual bills therefore and payment of any adjustment based on such reproration shall be paid by the party owing the other based on such adjustment within fifteen (15) days after receipt by such party of copies of the applicable bills. Notwithstanding anything to the contrary herein contained, at Closing, Seller shall be responsible for the payment of any and all unpaid taxes and assessments, including any penalties and interest due thereon, due and payable as of the Closing Date. The parties agree to enter into a reproration agreement at closing.

- ii) Collateral Agreements. All prepayments made or payments due under any continuing service contracts affecting the Real Property, including water, sewer, electric, gas and utility bills, laundry service contracts, parking, garbage removal, maintenance agreements and Collateral Agreements shall be adjusted and apportioned as of the Closing and thereafter assumed by Buyer. Final readings and final billings for utilities shall be taken as of the date of Closing. Seller shall be entitled to a refund of all utility deposits made by Seller and Buyer shall be obligated to make its own deposits with utility companies requiring the same.
- iii) Security Deposits. Unapplied Security deposits under the Leases shall be credited to Buyer at Closing.
- iv) Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. Seller shall use its best efforts to have all utility meters read on the date of Closing so as to most accurately determine the proration of current utility bills.

B. Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

- i) The premium for a title policy in the amount of One Million and 00/100 Dollars (\$1,000,000.00), together with the premium for extended coverage;
- ii) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Buyer;
- iii) Recording fees for any title curative documents, except as noted above; and
- iv) One half (1/2) of the cost of the Deed and Money Escrow fee, Closing and Settlement Fee, if any.

v) State, County Transfer Taxes on the Deed, together with any local tax if the local ordinance reflects that it is Seller's obligation.

vi) Cost of Survey as outlined in paragraph 4 above.

C. Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the Closing:

i) Recording fees for the Deed;

ii) Local stamp taxes on the Deed, if the local ordinance reflects that it is Buyer's obligation;

iii) One half (1/2) of the cost of the Deed and Money Escrow fee, New York Style Closing and Settlement Fee, if any; and

D. Other Costs. All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Contract, including but not limited to attorney's fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring the same, without reimbursement except to the extent otherwise specifically provided in this Contract.

13. **DEFINED TERMS.** For the purpose of this Contract, the following defined terms shall mean:

A. "*Damages*" shall mean all damages, and includes, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.

B. "*Environmental Claim*" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

C. "*Environmental Law*" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation,

treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Illinois Environmental Protection Act; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

- D. "Governmental Approval" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.
- E. "Governmental Authority" shall mean any international, foreign, federal, state, regional, county, local or person or body having governmental or quasi-governmental authority or sub-division thereof.
- F. "Hazardous Material" shall mean any substance, chemical, element, compound, chemical mixture, product, solid, gas, liquid, waste, byproduct, pollutant, waste, contaminant or material which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*
- G. "Hazardous Material Activity" shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture,

possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

- H. "*Legal Requirement*" shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.
- I. "*Material Adverse Effect*" shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (a) the assets, business, operations, income or condition (financial or otherwise) of the [Company/Lessee], (b) transactions contemplated by this Contract, or (c) the ability of the [Company/Lessee] to perform their respective obligations under this Contract or (d) the condition or fair market value of the Real Property.
- J. "*Release*" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

14. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.** If Seller is unable to convey title to the Real Property in accordance with the condition in this Contract, if there has occurred a material breach of any of Seller's representations, warranties, and/or covenants, or if the conditions precedent to Buyer's performance specified herein have neither been satisfied nor waived by Buyer, Buyer may, at Buyer's option, terminate this Contract by written notice forwarded to Seller on or prior to the Closing Date, or may continue to respect and abide by the terms of the Contract. If Seller fails to consummate this Contract for any reason (other than Buyer's default or a termination of this Contract by Buyer pursuant to a right to do so expressly provided for in this Contract), Buyer may seek, in addition to a refund of all Earnest Money paid hereunder, to enforce this Contract by an action for specific performance for Seller's breach. The exercise of one or more of said rights or remedies shall not impair Buyer's right to exercise any other right or remedy provided for in this Contract.

Notwithstanding the provisions above, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within three (3) days after the receipt of said written notice (said right to cure shall not apply to a demand for Closing).

15. **DESTRUCTION OR DAMAGE.**

- A. In the event that prior to the Closing Date all or any material portion of the Improvements shall be destroyed or damaged by fire or other casualty ("Casualty"), Seller shall give Buyer notice of such occurrence and notice of Seller's election either to (i) terminate this Contract, in which event all obligations of the parties hereunder shall cease and this Contract shall have no further force

or effect, or (ii) within such reasonable period of time following the date of such Casualty as circumstances permit, restore and repair the Improvements to a condition substantially comparable to that which existed prior to the date of the Casualty, in which event the Closing Date shall be postponed until such repairs are completed by Seller.

- B. Notwithstanding the foregoing, if Seller elects to terminate this Contract, Buyer shall have the option, which must be exercised within fifteen (15) days of receipt of Seller's notice of termination, to nullify Seller's notice of termination by giving notice to Seller of Buyer's intention to accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty, in which event the parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price. If Buyer fails to exercise said option within such fifteen (15) day period, this Contract shall be deemed terminated and all rights and obligations of the parties hereunder shall cease. As used herein, "material" shall mean damage or destruction of a portion of the Improvements which Seller in good faith believe would cost in excess of \$100,000.00 to repair or rebuild. Notwithstanding the foregoing, in the event a non-material portion of the Improvements, or a portion of the Improvements which Buyer planned to demolish for purposes of its intended development, is damaged or destroyed by fire or other casualty, Buyer may accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty and the Parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price.

16. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

Seller: Village of Roselle
31 S. Prospect St.
Roselle, IL 60172
Attn: Jason Bielawski, Village Administrator
Phone: 630-671-2804
E-Mail: jbielawski@roselle.il.us

Copy to: Michael Castaldo, Jr.
Ottosen, Dinolfo, Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
Phone: 630-682-0085
E-Mail: mcastaldojr@ottosenlaw.com

Buyer: Roselle Public Library District
40 S. Park St.
Roselle, IL 60172
Attn: Samantha Johnson, Executive Director
Phone: 630-529-1641
E-Mail: sjohnson@rosellepld.org

Copy to: Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Attn: Carmen P. Forte, Jr.
Phone: 312.984.6435
E-mail: cpforte@ktjlaw.com

17. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract without the prior written consent of Seller, but with notice to Seller, and provided that Buyer shall not be relieved of any of its obligations or liabilities hereunder as a result of such assignment. Such assignee must assume Buyer's obligations hereunder.

18. **BROKERAGE.** Each party hereby represents and warrants to the other that no commission or other amount is payable to any other person or entity for brokerage or similar services performed hereunder, and each party hereto agrees to indemnify, protect, defend and hold harmless the other party for any commission or amount owed to or claimed by any person or entity claiming through such indemnifying party other than the Broker. Seller agrees to pay any commission to a Broker and agrees to indemnify, protect, defend, and hold Buyer harmless from any commission.

19. **MISCELLANEOUS PROVISIONS**

- A. **Other Acts.** Buyer and Seller each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect consummation of the transaction contemplated herein.
- B. **Time is of the Essence.** Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- C. **Paragraph Headings.** The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- D. **Interpretation.** Whenever used in this Contract, the singular number shall include

the plural, the plural the singular, and the use of any gender shall include all genders. Additionally, if the Seller is a Trust, Seller shall also mean the Beneficiary or Beneficiaries of the Trust.

- E. Applicable Law and Parties Bound. This Contract provides for the purchase and sale of Real Property located in the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Contract and all questions of interpretation, construction and enforcement hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the Parties consent to the in personam jurisdiction of said Court for any such action or proceedings.
- F. Attorneys' Fees. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.
- G. Completeness and Modifications. This Contract and the Exhibit attached hereto and made a part hereof, or required hereby, embody the entire Contract between the Parties hereto with respect to the Real Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of the Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- H. No Merger. The terms, provisions, warranties and covenants made herein, shall survive the closing and delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged therein, but shall remain binding upon and for the Parties hereto until fully observed, kept or performed.
- I. Recording. Buyer may record this Contract or any memorandum or short form hereof against the Real Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract.
- J. Counterparts. This Contract may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original. Any facsimile signature of the parties on this Contract transmitted by telecopier or electronic mail shall be binding and effective as if an original and if requested of any party hereto, each of the parties agrees to re-execute original forms of any facsimile signature. No Party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or

communicated through the use of such electronic transmission as a defense to the formation or enforceability of this Contract and each such Party forever waives any such defense. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- K. Trustee Exculpation. If the Seller is a Trust, this Contract is executed by the undersigned Trustee not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.
- L. Execution on Behalf of Trust. If the Seller is a Trust as provided, this Contract shall be signed by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/its/their signature represents, warrants and covenants with Buyer that he/she/it/they have/has the authority to enter into this Contract, and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the beneficiary or beneficiaries of the Trust.
- M. Severability. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- N. Uniform Vendor and Buyer Risk Act. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.
- O. Buyer and Seller are Governmental Entities. The Parties acknowledge that as Buyer and Seller are each a governmental entity, this transaction is exempt from

any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). However, Seller shall still furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and DuPage County. The Parties further acknowledge that because Buyer and Seller are each governmental entities, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the governing board of each Party. Each Party shall notify the other Party of such approval, in writing, within ten (10) days of the Effective Date, or any extension thereof, as agreed to in writing by the Parties. If such notice of approval is not so received, this Contract shall be null and void.

- P. Effective Date. This Contract shall be deemed dated and become effective on the date that the authorized signatories of the last party to sign execute the Contract, which date shall be the date referenced next to their signature (the "Effective Date").
- Q. Confidentiality. Buyer and Seller agree that all information pertaining to the contemplated purchase and sale herein, and any other information furnished by either Party to one another shall, to the extent allowed by law, be kept in strict confidence, and that neither Party, nor their respective attorneys or agents, shall use the information for the purpose of competing with the interests of the other Party giving the information.
- R. Real Estate Settlement Procedures Act Disclosures. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.
- S. Binding Effect and Assignment. This Contract shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legatees, transferees, personal representatives, agents, administrators, executors, successors and permitted assigns in interest.
- T. Closing Date. In the event that the Closing Date or any other deadline date described in this Contract falls on a weekend or a holiday, the Closing Date or other deadline date shall be deemed to be the next business day.

20. **Schedule of Exhibits.**

Exhibit A	Legal Description
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[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been executed by the parties here to as of the date first above written.

SELLER:

Village of Roselle,
an Illinois home rule municipal corporation

By: _____
Name: David Pileski
Title: Mayor

DATE EXECUTED BY SELLER: _____, 2025

ATTEST:

By: _____
Name: Jennifer Theodore
Title: Village Clerk

BUYER:

Roselle Public Library District,
an Illinois public library district

By: _____
Name: Leonard Baumgart
Title: President

ATTEST:

By: _____
Name: Monika Nasiadka
Title: Secretary

DATE EXECUTED BY BUYER: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION

THE WEST 350 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HOWARD STREET AND THE SOUTH LINE OF MAPLE AVENUE (FORMERLY ROSELLE STREET); THENCE EASTERLY ALONG THE SAID SOUTH LINE OF MAPLE AVENUE, 928.42 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3; 354 FEET TO THE DIVISION LINE; THENCE WESTERLY ALONG THE DIVISION LINE 926.42 FEET TO THE EAST LINE OF HOWARD STREET, THENCE NORTHERLY ALONG THE EAST LINE OF HOWARD STREET, 356 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN FOR ROADWAY PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 233 E. Maple Avenue, Roselle, Illinois

PIN: 02-03-415-001

Exhibit C

Contract for the Purchase and Sale of Property
(Library District as Seller – Library Parcel at 40 South Park Street – Delayed Closing)

CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY (the "Contract" or the "Agreement") is made as of the Effective Date (as defined herein) between the Roselle Public Library District, an Illinois public library district (the "Seller") whose principal place of business is located at 40 South Park Street, Roselle, Illinois 60172, and the Village of Roselle, an Illinois home rule municipal corporation (the "Buyer") whose principal place of business is located at 31 South Prospect Street, Roselle, Illinois 60172. Seller and Buyer shall collectively herein be referred to as the "Parties" or individually as "Party."

Recitals

WHEREAS, the Parties entered into that certain Intergovernmental Agreement dated March 19, 2026 (the "IGA"), concerning the exchange and future conveyance of certain parcels of real property located within the Village of Roselle; and

WHEREAS, under the IGA, Seller agreed to convey to Buyer the real property identified in the IGA as "Parcel 3" after the new library facility to be constructed on Parcel 1 is complete and a certificate of occupancy has been issued for that new facility; and

WHEREAS, the Parties desire to document the terms of Seller's conveyance of Parcel 3 to Buyer using substantially the same form and closing mechanics previously used for the related parcel transaction, but with the express understanding that title, survey, and due diligence matters shall be completed now and Closing shall occur later, upon completion of the new library facility and Seller's vacation of Parcel 3, all as more particularly set forth herein and in the IGA; and

WHEREAS, this Contract is intended to supplement and implement the IGA with respect to Parcel 3 only. In the event of a direct conflict between this Contract and the IGA, the IGA shall control unless the Parties expressly state in writing that this Contract is intended to amend the IGA.

Agreement

1. **PURCHASE AND SALE.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase on the terms hereafter stated all of Seller's rights, title and interest in the following described property:

A. Those certain parcels of real estate in the County of DuPage, Village of Roselle, State of Illinois as follows:

1. Those portions of the property commonly knowns as:

40 South Park Street, Roselle, IL 60172, which are currently used as a public library facility, and consist of the following Parcel Identification Numbers (PIN's):

02-03-402-009 and 02-03-402-010

and legally described in Exhibit A, attached hereto and made a part hereof (the "Real Estate");

- B. All improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of Seller and/or any tenants of Seller) located on the Real Estate, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively the "Improvements") (the Real Estate and the Improvements sometimes together, the "Real Property");
- C. All furniture, machinery, apparatus, equipment and other personal property, if any, currently used in the operation, repair and maintenance of the Real Estate and/or Improvements, and situated on the Real Estate and owned by Seller (the "Personal Property");
- D. All transferable and assignable warranties, representations, guaranties, contract rights and miscellaneous rights, if any, with respect to the Real Property ("Warranties"); and
- E. The Real Property and the Personal Property and the Seller's interest, if any, in the Warranties to be sold pursuant to this Contract are collectively referred to as the "Property".

2. **PURCHASE PRICE.**

- A. Subject to the adjustments and prorations hereafter described the total purchase price to be paid by Buyer to Seller for the Property shall be TEN DOLLARS AND 00/100 (\$10.00) (the "Purchase Price") payable as follows:
 - (i) At the time of Closing (as defined herein) Buyer shall pay to Seller the Purchase Price, plus or minus any prorations as provided herein. The Purchase Price shall be payable at Closing in immediately available funds.

3. **TITLE COMMITMENT, SURVEY, AND EARLY TITLE WORK.**

- A. Within fifteen (15) days after the Effective Date, Seller, at Seller's expense, shall obtain and deliver to Buyer a title commitment issued by Chicago Title Insurance Company, or another title company reasonably acceptable to Buyer (the "Title Company"), in an amount designated by Buyer, showing title to the Real Estate vested in Seller and naming Buyer as the proposed insured, together with legible copies of all underlying title documents, plats, and exceptions listed therein (collectively, the "Title Documents").
- B. Within thirty (30) days after the Effective Date, Seller, at Seller's expense, shall obtain and deliver to Buyer a current ALTA/NSPS land title survey of the Real Estate, certified to Buyer, the Title Company, and counsel for the Parties, together with such Table A items as Buyer reasonably requests (the "Survey").

- C. Buyer shall have fifteen (15) days after the later of Buyer's receipt of the Title Documents and the Survey to deliver written objections to title or survey matters that Buyer reasonably deems unacceptable (collectively, "Objections"). Seller shall have fifteen (15) days after receipt of Buyer's Objections to cure or commit to insure over such matters. If Seller does not cure or commit to insure over the Objections within that period, Buyer may elect either (i) to terminate this Contract by written notice, in which case the Contract shall be null and void, or (ii) to waive the unresolved Objections and proceed toward Closing with the title as then shown, subject to a credit against the Purchase Price for liens or encumbrances of a definite sum.
- D. Upon Buyer's written waiver of, or Seller's cure or title-company insurance over, all timely raised Objections, title and survey shall be deemed approved for purposes of this Contract (the "Approved Title Matters"). Thereafter, the Parties shall not re-open Approved Title Matters before Closing; provided, however, that Seller shall cause the Title Company to issue a date-down or bringdown endorsement or commitment at Closing showing no new exceptions, liens, encumbrances, or survey changes arising after approval of the Approved Title Matters other than Permitted Exceptions.
- E. For purposes of this Contract, "Permitted Exceptions" means: (i) general real estate taxes not yet due and payable, if any; (ii) utility and drainage easements and matters of record that do not materially interfere with Buyer's intended use of the Property; (iii) matters shown on the Survey and accepted or waived by Buyer pursuant to this Section; and (iv) acts done or suffered by Buyer.

4. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than fifteen (15) days after the Effective Date hereof, Seller shall deliver the following items to Buyer to the extent in Seller's possession:

- A. Any and all, title policies, deeds, leases or occupancy agreements and amendments thereto affecting the Real Estate or any part thereof ("Leases");
- B. Any and all engineering reports, soil or geotechnical reports, boundary or topographical reports, surveys, licenses, permitted and any other documents pertaining to the Real Estate;
- C. Any and all records, documents which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the Real Estate, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Real Estate (collectively referred to as the "Seller's Environmental Reports").

The foregoing is a condition precedent of Buyer's obligation to close this transaction.

5. **ACCESS TO PROPERTY.**

Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the

Real Property from time to time, upon twenty-four (24) hours' notice to Seller, for the purpose of performing the Buyer's Inspections or requiring further review or inspection, at Buyer's sole cost and expense, except as otherwise agreed to elsewhere in this Contract. Buyer shall conduct any such entry onto the Real Property so as not to disturb the use of the Real Property by any tenant or occupant of the Real Property and during reasonable business hours.

6. **INSPECTION PERIOD.**

- A. Buyer shall have sixty (60) days from the Effective Date (the "Inspection Period") within which to satisfy the following contingencies and to perform any all investigations, structural and system inspections with regard to the physical condition of the Real Estate, soil reports, engineering studies, surveys and other studies and tests on the Real Estate which Buyer may reasonably deem necessary, at Buyer's expense, including the following (the foregoing collectively, "Inspections"):
- i) **Environmental Conditions.** The Buyer shall be permitted reasonable access to the Real Estate during the Inspection Period in order to determine for itself the environmental condition of the Real Estate subject to the terms and conditions of Section 8 below.
 - ii) **Physical Inspection.** Buyer shall determine for itself the physical condition (other than environmental matters) of the Real Estate including engineering and soil issues.
 - iii) **Notice.** Based upon Buyer's Inspection, should Buyer determine in Buyer's sole judgment, that the Real Estate is not acceptable to Buyer, Buyer may, at its sole option, terminate this Contract by sending written notice to Seller prior to the expiration of the Inspection Period. In the event Buyer terminates this Contract, the Contract shall be null and void and of no further force and effect, and each Party shall have no further obligation to the other under this Contract other than what is specifically stated herein to survive the termination of this Agreement. If Buyer fails to terminate this Contract prior to the expiration of the Inspection Period, then the Inspections shall be deemed to have been satisfactory to the Buyer.
- B. Seller and Seller's agents shall cooperate with Buyer and Buyer's agents with regard to all inspection-related requirements deemed necessary by Buyer.

7. **BUYER'S DUE DILIGENCE.** During the Inspection Period (as defined herein) Buyer, and its designated employees and agents, shall have the right, at all reasonable times upon reasonable notice, to enter upon the Real Estate to inspect the Real Estate and to conduct any tests, studies, appraisals, or inspections (collectively, the "Inspections") deemed necessary by Buyer, including but not limited to the right to conduct an environmental audit in form satisfactory to Buyer, and to take air, soil, water, and any other samples deemed necessary by Buyer from the Real Estate. These Inspections may include but are not limited to drilling, digging or boring through the surface of the Real Estate, provided however, in no event shall Buyer or its agents or representatives conduct any physical testing, drilling or boring on or through the surface of the Property or any part or portion thereof, (collectively, "Physical

Testing"), without Seller's prior written consent, which consent may not be unreasonably withheld. Buyer is hereby required to keep the results of any and all environmental testing confidential and further shall not disclose it to any other person or entity unless required to do so by law. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections. Subject to Seller's reasonable approval, Buyer shall select the locations for the soil borings and groundwater monitoring wells. Buyer shall indemnify and hold Seller, its employees, agents, contractors, and subcontractors harmless from any and all claims, demands, damages, losses, liabilities costs and expenses that may be incurred as a result of, or arising from, the acts, omissions or misconduct of Buyer in connection with the Inspections. All such Inspections shall be at Buyer's expense. The exercise by Buyer of any Inspections shall not negate any express representation, warranty or covenant of Seller set forth herein nor modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's representations, warranties, or covenants under this Contract. Buyer's indemnifications in this Section 7 shall survive the termination of this Agreement.

8. CLOSING TRIGGER; DELAYED CLOSING

- A. Closing shall not occur on a fixed calendar date. Instead, Closing shall occur after (i) issuance of a certificate of occupancy for the new library facility constructed on Parcel 1 under the IGA, and (ii) Seller's vacation of the Property and readiness to deliver possession, all in accordance with the IGA.
- B. Within five (5) business days after Seller receives the certificate of occupancy for the new library facility, Seller shall deliver written notice to Buyer enclosing a copy of such certificate and stating Seller's anticipated date to vacate the Property (the "Closing Trigger Notice").
- C. The Closing shall occur through a deed and money escrow at the office of the Title Company, or by remote escrow closing, on a date mutually agreed by the Parties occurring not later than thirty (30) days after Seller has both delivered the Closing Trigger Notice and vacated the Property; provided, however, that Closing shall in all events occur within ninety (90) days after issuance of the certificate of occupancy for the new library facility unless delayed by casualty, condemnation, or Buyer default.
- D. If Closing has not occurred by June 30, 2028, then the rights and remedies provided in Section VI of the IGA shall apply unless the Parties have agreed in writing to a different outside date or have amended the IGA accordingly.
- E. During the period between approval of the Approved Title Matters and Closing, Seller shall not create or permit any new lien, easement, lease, license, encumbrance, or other title matter affecting the Property without Buyer's prior written consent.

9. SELLER COVENANTS PENDING CLOSING

- A. Seller shall continue to own, operate, and maintain the Property in substantially the same manner as of the Effective Date, reasonable wear and tear excepted.

- B. Seller shall maintain in force its customary property and liability insurance covering the Property until Closing.
- C. Seller shall not enter into any lease, occupancy agreement, or license affecting the Property.
- D. Seller shall promptly notify Buyer of any written notice of violation, condemnation, casualty, environmental condition, litigation, or governmental action materially affecting the Property.
- E. Seller shall keep the Property free from mechanics' liens and shall pay when due all bills for labor or materials furnished to the Property prior to Closing.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing as provided herein and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. Title Matters. Seller has good and marketable fee simple title to the Real Property, subject only to those Permitted Exceptions as defined above.
- B. Violations of Zoning and Other Laws. Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- C. Pending and Threatened Litigation. There are and shall be no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Real Property.
- D. Access to Property Utilities. To the best knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Real Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
- E. Assessments. There are no public improvements in the nature of off-site improvements, and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Property.
- F. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of

this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Property are subject or bound.

- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Real Property have been paid in full, and there are and will be no mechanic's liens or other claims outstanding or available to any party in connection with the Real Property which will not be fully discharged or insured over as of the Closing Date.
- H. Governmental Obligations. To the best knowledge and belief of Seller, there are no unperformed obligations relative to the Real Property outstanding to any governmental or quasi-governmental body or authority.
- I. Hazardous Materials.
 - i) From the date hereof to Closing, Seller agrees (i) to operate, maintain and manage the Real Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Real Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined in Paragraph 14); and (iii) to maintain existing insurance on the Real Property.
 - ii) Seller has no knowledge of and has received no notices of: (i) the presence of any Hazardous Material (as defined in Paragraph 14) on, under or in the Real Property (including the groundwater thereunder); (ii) any spills, releases, discharges, or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Real Property (including the groundwater thereunder); (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Real Property (including the groundwater thereunder) as a result of any construction on, or operation and use of the Real Property (including the groundwater thereunder); (iv) the presence of any equipment on the Real Property containing polychlorinated biphenyls ("PCBs"); or (v) the presence of any asbestos in use or on the Real Property.
 - iii) To the best knowledge and belief of Seller: (i) the Real Property has never been used and will not be used before the date of Closing as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any

hazardous or toxic chemical material substance or waste; (ii) the Real Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials; and (iii) the Seller has received no notice of nor does the Real Property (including the groundwater thereunder) violate any Environmental Laws.

iv) Seller has received no notice of and to the best knowledge and belief of Seller, the Real Property (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Real Property (including the groundwater thereunder) or its use. With respect to the Real Property (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any Environmental Laws or health or safety law or regulation may have been committed or is about to be committed with respect to the Real Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Environmental Law or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that Seller is subject to any federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Real Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under the Environmental Laws for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then Seller shall promptly provide Buyer with a copy of such notice, and in no event later than fifteen (15) days after Seller's receipt thereof.

v) There are no proceedings pending or, to the best knowledge and belief of Seller threatened against or affecting Seller in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Real Property. Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Real Property.

J. Section 1445 Withholding. Seller represents that they are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and are therefore, exempt from the withholding requirements of said Section. Seller will furnish Buyer at Closing with a Certificate of Non-foreign Status as set forth in said section.

- K. Transfers and Encumbrances. Pending the Closing, Seller agrees that Seller will not transfer the Real Property except as herein expressly contemplated, nor create any easements, liens, mortgages, or other encumbrances with respect to the Real Property, without Buyer's prior written consent.
- L. Leases. Seller represents that there are no leases that will be in effect as of the date of closing of the transaction pursuant to this Agreement.
- M. No Violations of Laws. Seller has not received any notice that the Real Property in violation of any rules, regulations and laws now in effect by any municipal, county, state or federal authorities having jurisdiction over the Real Property.
- N. Material Changes. Seller shall notify Buyer immediately if the representations, covenants and warranties contained in this Contract shall become untrue or invalid in any material respect.

Seller's warranties and representations contained in this paragraph shall survive the delivery of the Deed and Closing for a period of two years. In the event any of the representations and warranties contained herein becomes untrue as of the date of the Closing as a result of information received by Seller or occurrences subsequent to the Effective Date hereof or otherwise, Seller shall promptly notify Buyer. Any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is two years after the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.

11. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to enter into and fully carry out this Contract and the purchase of the Real Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

12. **CLOSING AND OBLIGATIONS AT CLOSING.** The performance by Buyer and Seller of their respective obligations under this Contract, subject to any termination of this Contract permitted hereunder by Buyer or Seller ("Closing"), shall take place through a deed and money escrow ("Escrow") no later than _____, 20__ ("Closing Date") at the office of the Title Company/Escrowee with the exact time and date for closing to be agreed upon by the parties. The cost of the escrow shall be divided equally between Seller and Buyer. On the Closing Date, the obligations of Buyer and Seller, in addition to what is provided elsewhere in this Contract, shall be as follows:

- A. Buyer shall deliver or cause to be delivered to Escrowee:
 - i) the balance of the Purchase Price, plus or minus prorations to be wire transferred to Escrowee or some other place as directed by Seller; and
 - ii) executed counterpart originals of an assignment and assumption of the Collateral Agreements, Warranties and/or Leases in a form acceptable to the Buyer; and

- iii) executed counterpart originals of a closing statement; and
 - iv) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby.
- B. Seller shall deliver or cause to be delivered to Escrowee, subject to Buyer's reasonable approval:
- i) executed original Warranty Deed ("**Deed**"), conveying title to the Real Property to Buyer, subject to the Permitted Exceptions; and
 - ii) executed original Warranty Bill of Sale, conveying to the Buyer all of Seller's right, title and interest, if any, to the Personal Property in its AS IS Condition; and
 - iii) certified rent roll, listing the current rental, security deposit, additional rent, etc. for all the Leases which will be assigned to the Buyer, and
 - iv) executed counterpart originals of a closing statement; and
 - v) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, a Non-foreign Affidavit, ALTA statements and GAP Undertakings, if required, and such other documentation as is reasonably required by the Title Company to issue Buyer an owner's title policy in accordance with the Title Commitment in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) insuring the fee simple title to the Real Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.
 - vi) possession of the Real Property shall be delivered to Buyer, immediately at Closing, subject to the Permitted Exceptions and Leases.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

13. **CLOSING COSTS / PRORATIONS.**

- A. Prorations. At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on 365-day year, with the Seller to have the day prior to the Closing Date.
- i) Real Property Taxes. All prorations will be based on the most recent assessment and tax bills and shall be based on 110% of the then most recent taxes and assessments for the Real Property for a full year, and adjustments will be made subsequent to the Closing if later assessments or bills increase or decrease any tax or assessment. Buyer and Seller mutually understand and agree that the prorations for the taxes on the Real Property are based upon good faith estimates, and the above-referenced adjustments made

subsequent to Closing will be based upon the actual amounts of taxes levied upon the Real Property. Such taxes and assessments shall be re-prorated between Seller and Buyer at the time of issuance of the actual bills therefore and payment of any adjustment based on such re-proration shall be paid by the party owing the other based on such adjustment within fifteen (15) days after receipt by such party of copies of the applicable bills. Notwithstanding anything to the contrary herein contained, at Closing, Seller shall be responsible for the payment of any and all unpaid taxes and assessments, including any penalties and interest due thereon, due and payable as of the Closing Date. The parties agree to enter into a re-proration agreement at closing.

- ii) Collateral Agreements. All prepayments made or payments due under any continuing service contracts affecting the Real Property, including water, sewer, electric, gas and utility bills, laundry service contracts, parking, garbage removal, maintenance agreements and Collateral Agreements shall be adjusted and apportioned as of the Closing and thereafter assumed by Buyer. Final readings and final billings for utilities shall be taken as of the date of Closing. Seller shall be entitled to a refund of all utility deposits made by Seller and Buyer shall be obligated to make its own deposits with utility companies requiring the same.
- iii) Security Deposits. Unapplied Security deposits under the Leases shall be credited to Buyer at Closing.
- iv) Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. Seller shall use its best efforts to have all utility meters read on the date of Closing so as to most accurately determine the proration of current utility bills.

B. Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

- i) The premium for a title policy in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), together with the premium for extended coverage;
- ii) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Buyer;
- iii) Recording fees for any title curative documents, except as noted above; and

- iv) One half (1/2) of the cost of the Deed and Money Escrow fee, Closing and Settlement Fee, if any.
- v) State, County Transfer Taxes on the Deed, together with any local tax if the local ordinance reflects that it is Seller's obligation.
- vi) Cost of Survey as outlined in paragraph 4 above.

C. Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the Closing:

- i) Recording fees for the Deed;
- ii) Local stamp taxes on the Deed, if the local ordinance reflects that it is Buyer's obligation;
- iii) One half (1/2) of the cost of the Deed and Money Escrow fee, New York Style Closing and Settlement Fee, if any; and

D. Other Costs. All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Contract, including but not limited to attorney's fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring the same, without reimbursement except to the extent otherwise specifically provided in this Contract.

14. **DEFINED TERMS.** For the purpose of this Contract, the following defined terms shall mean:

- A. "*Damages*" shall mean all damages, and includes, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.
- B. "*Environmental Claim*" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.
- C. "*Environmental Law*" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor

environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Illinois Environmental Protection Act; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

- D. "Governmental Approval" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.
- E. "Governmental Authority" shall mean any international, foreign, federal, state, regional, county, local or person or body having governmental or quasi-governmental authority or sub-division thereof.
- F. "Hazardous Material" shall mean any substance, chemical, element, compound, chemical mixture, product, solid, gas, liquid, waste, byproduct, pollutant, waste, contaminant or material which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*

- G. *"Hazardous Material Activity"* shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.
- H. *"Legal Requirement"* shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.
- I. *"Material Adverse Effect"* shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (a) the assets, business, operations, income or condition (financial or otherwise) of the [Company/Lessee], (b) transactions contemplated by this Contract, or (c) the ability of the [Company/Lessee] to perform their respective obligations under this Contract or (d) the condition or fair market value of the Real Property.
- J. *"Release"* shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

15. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.** If Seller is unable to convey title to the Real Property in accordance with the condition in this Contract, if there has occurred a material breach of any of Seller's representations, warranties, and/or covenants, or if the conditions precedent to Buyer's performance specified herein have neither been satisfied nor waived by Buyer, Buyer may, at Buyer's option, terminate this Contract by written notice forwarded to Seller on or prior to the Closing Date, or may continue to respect and abide by the terms of the Contract. If Seller fails to consummate this Contract for any reason (other than Buyer's default or a termination of this Contract by Buyer pursuant to a right to do so expressly provided for in this Contract), Buyer may seek, in addition to a refund of all Earnest Money paid hereunder, to enforce this Contract by an action for specific performance for Seller's breach. The exercise of one or more of said rights or remedies shall not impair Buyer's right to exercise any other right or remedy provided for in this Contract.

Notwithstanding the provisions above, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within three (3) days after the receipt of said written notice (said right to cure shall not apply to a demand for Closing).

16. **DESTRUCTION OR DAMAGE.**

- A. In the event that prior to the Closing Date all or any material portion of the Improvements shall be destroyed or damaged by fire or other casualty

("Casualty"), Seller shall give Buyer notice of such occurrence and notice of Seller's election either to (i) terminate this Contract, in which event all obligations of the parties hereunder shall cease and this Contract shall have no further force or effect, or (ii) within such reasonable period of time following the date of such Casualty as circumstances permit, restore and repair the Improvements to a condition substantially comparable to that which existed prior to the date of the Casualty, in which event the Closing Date shall be postponed until such repairs are completed by Seller.

- B. Notwithstanding the foregoing, if Seller elects to terminate this Contract, Buyer shall have the option, which must be exercised within fifteen (15) days of receipt of Seller's notice of termination, to nullify Seller's notice of termination by giving notice to Seller of Buyer's intention to accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty, in which event the parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price. If Buyer fails to exercise said option within such fifteen (15) day period, this Contract shall be deemed terminated and all rights and obligations of the parties hereunder shall cease. As used herein, "material" shall mean damage or destruction of a portion of the Improvements which Seller in good faith believe would cost in excess of \$100,000.00 to repair or rebuild. Notwithstanding the foregoing, in the event a non-material portion of the Improvements, or a portion of the Improvements which Buyer planned to demolish for purposes of its intended development, is damaged or destroyed by fire or other casualty, Buyer may accept the Real Property in its "as is" and "where is" condition irrespective of such Casualty and the Parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price.

17. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

Seller: Roselle Public Library District
40 S. Park St.
Roselle, IL 60172
Attn: Samantha Johnson, Executive Director
Phone: 630-529-1641
E-Mail: sjohnson@rosellepld.org

Copy to: Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

Attn: Carmen P. Forte, Jr.
Phone: 312-984-6435
E-Mail: cpforte@ktjlaw.com

Buyer: Village of Roselle
31 S. Prospect St.
Roselle, IL 60172
Attn: Jason Bielawski, Village Administrator
Phone: 630-671-2804
E-Mail: jbielawski@roselle.il.us

Copy to: Michael Castaldo, Jr.
Ottosen, Dinolfo, Hasenbalg & Castaldo
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
Phone: 630-682-0085
E-mail: mcastaldojr@ottosenlaw.com

18. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract without the prior written consent of Seller, but with notice to Seller, and provided that Buyer shall not be relieved of any of its obligations or liabilities hereunder as a result of such assignment. Such assignee must assume Buyer's obligations hereunder.

19. **BROKERAGE.** Each party hereby represents and warrants to the other that no commission or other amount is payable to any other person or entity for brokerage or similar services performed hereunder, and each party hereto agrees to indemnify, protect, defend and hold harmless the other party for any commission or amount owed to or claimed by any person or entity claiming through such indemnifying party other than the Broker. Seller agrees to pay any commission to a Broker and agrees to indemnify, protect, defend, and hold Buyer harmless from any commission.

20. **MISCELLANEOUS PROVISIONS**

- A. **Other Acts.** Buyer and Seller each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect consummation of the transaction contemplated herein.
- B. **Time is of the Essence.** Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- C. **Paragraph Headings.** The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the

various and several paragraphs hereof.

- D. Interpretation. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Additionally, if the Seller is a Trust, Seller shall also mean the Beneficiary or Beneficiaries of the Trust.
- E. Applicable Law and Parties Bound. This Contract provides for the purchase and sale of Real Property located in the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Contract and all questions of interpretation, construction and enforcement hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the Parties consent to the in personam jurisdiction of said Court for any such action or proceedings.
- F. Attorneys' Fees. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.
- G. Completeness and Modifications. This Contract and the Exhibit attached hereto and made a part hereof, or required hereby, embody the entire Contract between the Parties hereto with respect to the Real Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of the Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- H. No Merger. The terms, provisions, warranties and covenants made herein, shall survive the closing and delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged therein, but shall remain binding upon and for the Parties hereto until fully observed, kept or performed.
- I. Recording. Buyer may record this Contract or any memorandum or short form hereof against the Real Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract.
- J. Counterparts. This Contract may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original. Any facsimile signature of the parties on this Contract transmitted by telecopier or electronic mail shall be binding and effective as if an original and if requested of any party hereto,

each of the parties agrees to re-execute original forms of any facsimile signature. No Party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of such electronic transmission as a defense to the formation or enforceability of this Contract and each such Party forever waives any such defense. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- K. Trustee Exculpation. If the Seller is a Trust, this Contract is executed by the undersigned Trustee not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.
- L. Execution on Behalf of Trust. If the Seller is a Trust as provided, this Contract shall be signed by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/its/their signature represents, warrants and covenants with Buyer that he/she/it/they have/has the authority to enter into this Contract, and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the beneficiary or beneficiaries of the Trust.
- M. Severability. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

- N. Uniform Vendor and Buyer Risk Act. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.
- O. Buyer and Seller are Governmental Entities. The Parties acknowledge that as Buyer and Seller are each a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). However, Seller shall still furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and DuPage County. The Parties further acknowledge that because Buyer and Seller are each governmental entities, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the governing board of each Party. Each Party shall notify the other Party of such approval, in writing, within ten (10) days of the Effective Date, or any extension thereof, as agreed to in writing by the Parties. If such notice of approval is not so received, this Contract shall be null and void.
- P. Effective Date. This Contract shall be deemed dated and become effective on the date that the authorized signatories of the last party to sign execute the Contract, which date shall be the date referenced next to their signature (the "Effective Date").
- Q. Confidentiality. Buyer and Seller agree that all information pertaining to the contemplated purchase and sale herein, and any other information furnished by either Party to one another shall, to the extent allowed by law, be kept in strict confidence, and that neither Party, nor their respective attorneys or agents, shall use the information for the purpose of competing with the interests of the other Party giving the information.
- R. Real Estate Settlement Procedures Act Disclosures. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.
- S. Binding Effect and Assignment. This Contract shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legatees, transferees, personal representatives, agents, administrators, executors, successors and permitted assigns in interest.
- T. Closing Date. In the event that the Closing Date or any other deadline date described in this Contract falls on a weekend or a holiday, the Closing Date or other deadline date shall be deemed to be the next business day.

21. **Schedule of Exhibits.**

Exhibit A	Legal Description
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[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been executed by the parties here to as of the date first above written.

SELLER:

Roselle Public Library District,
an Illinois public library district

By: _____

Name: Leonard Baumgart

Title: President

DATE EXECUTED BY SELLER: _____, 2025

ATTEST:

By: _____

Name: Monika Nasiadka

Title: Secretary

BUYER:

Village of Roselle,
an Illinois home rule municipal corporation

By: _____

Name: David Pileski

Title: Mayor

ATTEST:

By: _____

Name: Jennifer Theodore

Title: Village Clerk

DATE EXECUTED BY BUYER: _____, 2026

EXHIBIT A

LEGAL DESCRIPTION

LOT 13 AND THE EAST 1/2 OF VACATED SECOND AVENUE LYING WESTERLY AND ADJOINING SAID LOT 13 IN ROSELLE, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1874 AS DOCUMENT 18864, IN DUPAGE COUNTY, ILLINOIS.

PIN's: 02-03-402-009 and 02-03-402-010