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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 24-033**

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**AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
BETWEEN THE VILLAGE OF HOMER GLEN AND CATHY BOO AND OTHER  
LEGAL TITLE HOLDER(S) OF RECORD, GRANTING THE VILLAGE A 90-DAY  
SOLE EXCLUSIVE RIGHT AND OPTION TO PURCHASE APPROXIMATELY 30  
ACRES OF PROPERTY LOCATED AT 159<sup>th</sup> AND GOUGAR RD.,  
AND FOR THE PURCHASE AND SALE OF THE PROPERTY**

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**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**Village Trustees  
JENNIFER CONSOLINO  
DAN FIALKO  
CURT MASON  
CJ MCNAUGHTON  
ROSE REYNDERS  
SUSANNA E. STEILEN**

**ORDINANCE NO. 24-033**

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN AND CATHY BOO AND OTHER LEGAL TITLE HOLDER(S) OF RECORD, GRANTING THE VILLAGE A 90-DAY SOLE, EXCLUSIVE, RIGHT AND OPTION TO PURCHASE APPROXIMATELY 30 ACRES OF PROPERTY LOCATED AT 159<sup>th</sup> AND GOUGAR RD., AND FOR THE PURCHASE AND SALE OF THE PROPERTY**

**WHEREAS**, the Village of Homer Glen, Will County, Illinois (the “*Village*”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*);

**WHEREAS**, the President and Board of Trustees of the Village of Homer Glen, Will County, Illinois, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit 1, (“*Agreement of Purchase and Sale*”), granting the Village the sole, exclusive right and option to purchase approximately 30 Acres of Property located at 159<sup>th</sup> and Gougar Rd., Will County, Illinois, (hereinafter referred to as “*Property*” as generally depicted and described in the map attached hereto as Exhibit 2), for a non-refundable FIFTY-THOUSAND DOLLARS (\$50,000.00) option/initial deposit fee; and potentially purchase and close on the Property for the total purchase price of FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00), plus all applicable closing and site preparation costs, and adjustments for prorations; applying the non-refundable \$50,000 option/initial deposit fee towards the total purchase price for any closing pursuant to the Agreement of Purchase and Sale.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

SECTION 1: The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: The President and the Board of Trustees hereby approve the Agreement of Purchase and Sale substantially in the form attached hereto as Exhibit 1, granting the Village of Homer Glen the sole exclusive option and right to purchase the Property for a non-refundable option/initial deposit fee of FIFTY THOUSAND DOLLARD AND NO CENTS (\$50,000.00), and potentially purchase and close on the Property for the total purchase price of FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00), plus all applicable closing and site preparation costs, and adjustments for prorations; applying the \$50,000 option/initial deposit fee towards the total purchase for any closing pursuant to the Agreement of Purchase and Sale. The Village President and/or the Village Manager are hereby authorized to execute said Purchase and Sale

Agreement, subject to review, modifications and revisions by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Homer Glen that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

Approved this 25<sup>th</sup> day of June, 2024 pursuant to a roll call vote as follows:

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>PRESENT</u>
Consolino			X	
Fialko	X			
Mason	X			
McNaughton			X	
Reynders	X			
Steilen	X			
Neitzke-Troiike (Village President)				
TOTAL	4		2	

**APPROVED** by the Village President on June 25, 2024

  
\_\_\_\_\_  
Christina Neitzke-Troiike  
Village President

ATTEST:   
\_\_\_\_\_  
Candice Bielski  
Village Clerk



VILLAGE OF HOMER GLEN

CERTIFICATION

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL         )

I, CANDICE BIELSKI, Clerk of the Village of Homer Glen, Will County, Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 24-033, duly passed by the Corporate Authorities of said Village on the 25th day of June, 2024 and duly approved by the President of said Village on the 25th day of June, 2024, the original of which Ordinance No. 24-033 is now on file in my office and is in full force and effect.

I DO FURTHER CERTIFY that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS MY HAND and official seal of said Village of Homer Glen, Will County, Illinois, this 25th day of June, 2024.

  
Candice Bielski, Village Clerk

[Seal]



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the Effective Date (as defined herein), by and between the Village of Homer Glen, (hereinafter referred to as "Purchaser" or "Village") and the Title Holders of Record, (hereinafter referred to as "Seller").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

### **ARTICLE 1** **Sale of Property**

1.1 **Sale of Property.** Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's respective right, title and interest in and to, the following:

- (a) **Real Property.** The parcel of real estate located on S. Gougar Rd & 159th street, comprising approximately 30 acres, situated within pin numbers 16-05-17-300-024-0000, 16-05-17-300-029-0000, and 16-05-17-300-031-0000 located within the Village of Homer Glen, Will County Illinois, to be legally described as depicted in Exhibit A, attached hereto, together with all rights, appurtenances and privileges pertaining to such real estate, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the real estate Land and the Improvements (collectively referred to herein as the "Real Property"). The Seller and Purchaser agree to amend Exhibit A, with a Plat, legal description, PIN number(s), and common address of the Property, prior to the expiration of the Due Diligence Period as set forth in Article 4 of this Agreement.
- (b) **Intangible Property.** All Seller's interest, if any, guarantees, licenses, approvals, certificates, plans and specifications, permits and warranties relating to the Property (collectively, the "Intangible Property").

The Real Property and the Intangible Property are sometimes collectively hereinafter referred to as the "Property."

### **ARTICLE 2** **Purchase Price**

2.1 **Purchase Price.** The purchase price to be paid to Seller for the Property is Four Million Dollars, and no/100 Dollars (\$4,000,000.00) (the "Purchase Price"). The Purchase Price, as adjusted by all prorations, initial funds/option payments and closing costs as provided for herein, shall be paid to the Seller by Purchaser at Closing, (as herein defined), by wire transfer of immediately available federal funds.

**ARTICLE 3**  
**NON-REFUNDABLE INITIAL FUNDS/OPTION PAYMENT**

3.1 **Initial Funds.** Within seven (7) business days after the Effective Date of this Agreement, the Purchaser shall deposit Fifty Thousand and no/100 Dollars (\$50,000.00), hereinafter referred to as "Initial Funds" or "Option Payment"). The Initial Funds shall be deposited with an Escrow Agent, mutually agreeable to the Parties, in a joint order escrow pursuant to the Escrow Agent's standard form of joint order escrow agreement (the "Escrow"), within seven (7) business days after the Effective Date of this Agreement, and the completion of any applicable review and modifications by the Village Attorney as set forth in Article 14.13 herein.

3.2 **Application Upon Closing or Termination by Purchaser.** The Initial Funds/Option Payment shall be construed as an Option, granting the Purchaser the sole, exclusive right to purchase the Property for a period of 90-days, from the Effective Date of this Agreement. If the Village elects in its sole exclusive discretion, to terminate this Agreement at any time during the Due Diligence Period, other than for Title Objections as set forth in Article V herein, the Initial Funds/Option Payment shall not be refunded to the Village. If the Closing occurs, the Initial Funds/Option Payment shall be credited against the Purchase Price at Closing. It is agreed and understood that this Agreement and/or a separate Notice of Option Rights instrument, shall be recorded against the Property upon the full and complete execution of this Agreement, by all Parties.

**ARTICLE 4**  
**Purchaser's Right to Review and Assess the Property; Due Diligence/Option Period**

4.1 **Right to Evaluate and Assess.** Purchaser shall have 90 days from the mutual execution of this Agreement by all necessary Parties (the "Due Diligence Period"), at Purchaser's sole cost and expense, to perform any such review, assessment or inspections of the Property, including any and all review as to the feasibility and suitability for a public use and purpose, and such other analyses or considerations that Purchaser shall deem necessary or appropriate. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any physical inspections, provided Seller or its agents do not unreasonably interfere with Purchaser's inspection. Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, demands, suits, obligations, damages, losses, liabilities, costs and expenses due to Purchaser or Purchaser's agents' physical inspections and tests taken in or about the Property in the exercise of the Due Diligence rights set forth herein. This obligation for indemnification shall survive the termination of this Agreement.

4.2 **Seller Deliveries.** Seller has delivered and made available to Purchaser all documents relating to the Property to the extent such items are in Seller's possession.

4.3 **Termination Right.** In the event that Purchaser is not satisfied with the Due Diligence Investigation for any reason, or for no reason at all, Purchaser shall have the sole, exclusive right to terminate this Agreement, by providing written notice of such termination to Seller or Seller's legal counsel, at any time before the end of the Due Diligence Period, and whereupon this Agreement shall terminate. Other than for Title Objections as set forth in Article V herein, the

Initial Funds/Option Payment shall not be refundable, and if the Purchaser elects to terminate this Agreement, neither party shall have any further rights or obligations to the other hereunder. To the extent this Article and provision conflicts with any other Articles or provisions within this Agreement, this Article and provision shall control.

## **ARTICLE 5**

### **Title and Survey Matters**

5.1 **Title.** Promptly after the Effective Date, Purchaser shall order a title insurance commitment (the "Commitment") for an Owner's Policy of Title Insurance, issued by a mutually agreeable title insurance company, covering title to the Real Property and committing to issue such Owner's Title Policy in the full amount of the Purchase Price, with endorsements required by Purchaser after Purchaser's review of the Commitment and Survey within 7 days of the execution of all Parties to this Agreement. Purchaser shall notify Seller within 7 days thereafter, (the "Objection Notice"), of any objection to the title commitment (the "Title Objection Notice") of any title exceptions identified in the Commitment which it disapproves, or which adversely affect the marketability of the Property (the "Title Objections"). No less than seven (7) days after being given the Title Objection Notice, the Seller will use commercially reasonable efforts to cure and remove (or procure title insurance over to the extent reasonably satisfactory to Purchaser) such Title Objections. In the event Seller fails to modify and/or eliminate any such Exceptions within this time period days, and if Seller and Purchaser have not entered into a written agreement with regard to the modification or elimination of such Title Objections, Purchaser shall be entitled to: (i) terminate this Agreement, and neither Party shall have any further liability to the other Party under this Agreement, at which time the Initial Funds/Option Deposit will be refunded to Purchaser; or (ii) proceed to Closing and accept Title to the Property subject to such unacceptable Exceptions. All exceptions appearing in the Title Commitment to which Purchaser accepts are referred to as "Permitted Exceptions." Notwithstanding the foregoing, Seller shall be obligated to eliminate at or prior to Closing any: (a) financing liens, delinquent taxes and/or redemption fees including mortgages, mechanic's and materialmen liens not caused by Purchaser, (b) tax liens relating to the Property, (c) liens or other Exceptions not resulting from acts of Purchaser occurring on or after the Effective Date, or (d) other liens or encumbrances which secure other monetary obligations of parties other than Purchaser.

5.2 **Survey.** The Parties mutually agree to obtain a Survey of the Property, which Survey conforms to the Minimum Standard Detailed Requirements for ALTA/NSPS Land Title Surveys as adopted in 2021 by ALTA/NSPS, and including Table A Items 1, 2, 3, 4, 6, 7(a) (b) (1) (c), 8, 9, 11, 13, 14, 16, 17, 18 and 19, and in a form fully sufficient to cause the Title Company: (i) to delete the standard printed survey exceptions; and (ii) to issue the Title Policy free of any survey-related objections or exceptions whatsoever. The Survey shall be certified to the Seller, Purchaser and to the Title Company. If the Survey discloses any matters which are unacceptable to Purchaser or render title uninsurable or unmarketable, Purchaser shall notify Seller in writing (the "Survey Objection Notice") on or before expiration of the Due Diligence Period set forth in Article 4.1 herein. No less than ten ( 10) days after being given the Survey Objection Notice, Seller shall notify Purchaser in writing of any disapproved Survey matters which Seller is unable or unwilling to cause to be removed or insured against prior to or at Closing and, with respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller within three (3) business days thereafter to either, (x) terminate this Agreement, or (y) waive its disapproval of such matters.



**ARTICLE 6**  
**Representations and Warranties of the Seller**

6.1 **Seller's Representations.** Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property and will be made again by Seller to Purchaser prior to the expiration of the Due Diligence Period, and again as of the Closing Date as follows:

- (a) Seller has the legal power, right and authority to enter into this Agreement and bind any and all title holders, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. Seller has the permission and authorization from all title holders and beneficiaries to authorize the initial deposit/option fee to be released to Cathy L. Boo, after Purchaser's review and approval of the Title Commitment as set forth in Article V. However, the initial funds/option fee will be refunded to the Purchaser if any and all Title Objections raised by the Purchasers are not resolved to the Purchaser's satisfaction. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement;
- (b) Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights or otherwise dispose of any portion or portions of the Property;
- (c) Seller has not received any written notice that the Property is in violation of any federal, state and local laws, ordinances, rules, regulations and orders;
- (d) There are not presently pending, and Seller has received no written notice of, any special assessments of any nature with respect to the Property;
- (e) Seller has not granted any easement rights to any person or entity related to the Property. The Property is presently exempt from the payment of real estate taxes; and
- (f) To Seller's knowledge and without any obligation to investigate or inquire, the Property is not contaminated with any Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" means any substance or material which gives rise to liability under any of the Environmental Laws. For purposes of this Agreement, "Environmental Laws" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 690 I et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, and regulations pertaining to the environmental or ecological conditions on, under or about the Property.
- (g) Seller hereby acknowledges that Purchaser's decision to enter into this Agreement is based on the affirmative representations and warranties set forth in this Article 6., of

which Purchaser has materially relied, and therefore Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) which Purchaser may suffer, sustain or incur as a result of any such misrepresentation or breach of warranty by Seller.

6.2 **Change in Representation/Waiver.** Seller shall deliver to Purchaser at Closing a statement certifying that the representations and warranties set forth above are true and correct in all material respects as of the Closing with the same effect as though made on the Closing.

6.3 **Survival.** The representations and warranties included in this Article shall survive any termination of this Agreement or closing related to the Property.

#### **ARTICLE 7** **Seller's Interim Covenants**

7.1 **No Continuing Sale or Marketing.** Upon the effective date of this Agreement, Seller shall not list the Property for sale, solicit or evaluate any offers to purchase the Property, nor in any manner negotiate, discuss or enter into any agreement or option to sell or otherwise dispose of the Property or convey any interest in the Property to any third party, (hereinafter collectively referred to as "solicitation activities") unless and until this Agreement has been terminated in accordance with the terms hereof.

7.2 **Notices.** Seller will advise Purchaser promptly (no later than 7 days after notice or knowledge) of any notices, claims or any other matter or proceedings affecting the Property in any manner.

7.3 **No New Undertakings.** While this Agreement is in effect, Seller shall not, without the prior written consent of the Purchaser; do, suffer or permit, or agree to do, any of the following:

- (a) Enter into any easement, servitude, covenant, restriction, or right of way for or burdening the Property, or any part thereof;
- (b) Incur any liability or obligation or enter into any agreement, written or otherwise, with respect to the Property, or any part thereof, the term of which extends beyond the Closing Date, or which would obligate Purchaser to assume and pay the same, without Purchaser's prior written consent; or
- (c) Sell, encumber or grant any interest in the Property, or any part thereof, in any form or manner whatsoever.

#### **ARTICLE 8** **Conditions**

8.1 **Conditions to Obligations of Purchaser.** Provided that Purchaser has not terminated the Agreement pursuant to either the Due Diligence or Title exception periods set forth in Articles IV and V herein, the obligations of Purchaser under this Agreement to purchase the Property shall be expressly conditioned and subject to the satisfaction of the following conditions on or before the

Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

- (a) Upon recordation of the Deed and payment of the title insurance premium, the Title Company shall be prepared to issue to Purchaser an Owner's Policy of Title Insurance in the amount of the Purchase Price and subject only to the Permitted Exceptions.
- (b) Delivery by Seller of possession of the Property shall be at Closing, subject to the Permitted Exceptions and not subject to any leases or contracts which survive Closing. However, the Parties agree in principle, to grant Seller a limited license which would permit Seller to occupy two structures on the Property, commonly referred to as the residence and farm house, for a period of time not to exceed 90-days after the closing, on a month-to-month basis, for an agreed license fee of approximately \$5,000-6,000 per month, in accordance with a future Limited License Agreement, containing terms acceptable to the Village of Homer Glen, and approved in open session by the Board of Trustees for the Village of Homer Glen, in the future;
- (c) After the Effective Date: (i) no change shall have occurred, without Purchaser's written consent, in the state of title matters disclosed in the Title Commitment and the Survey, and no material and adverse change shall have occurred in the Property or any of the other matters inspected by Purchaser.
- (d) Seller shall have timely complied with its obligations hereunder.
- (e) All warranties and representations made by Seller herein shall have been and remain truthful in all material respects and Seller's covenants have been duly performed.

8.2 The non-performance and/or failure of any of the aforesaid conditions in any material respect, regardless of whether said performance or lack thereof was within the control of the Purchaser shall entitle Purchaser, at its option, upon notice to Seller, to terminate this Agreement.

## **ARTICLE 9**

### **Closing, Prorations, Closing Costs and Credits**

9.1 **Closing.** The closing of the purchase and sale of the Property shall occur on or before fourteen days (14) following the expiration of the Due Diligence Period set forth in Article IV, and provided that all contingencies and requirements to close this transaction have been satisfied. The Closing shall be held at the offices of the Title Company, or at such other place as agreed to by Seller and Purchaser. Closing shall be deemed to have occurred when the Title Company has been instructed by both Seller and Purchaser to record the deed, disburse the sale proceeds and issuance of the Title Policy. The sale shall be closed through escrow with the Title Company in accordance with the general provisions of the usual form of escrow agreement and the cost of the escrow shall be divided equally between Seller and Purchaser. The date of Closing is referred to in this Agreement as the "Closing" or the "Closing Date."

9.2 **Prorations.** All items which are customarily prorated in transactions similar to this transaction, and which are not expressly covered in his Agreement shall be prorated as of the

Closing Date. If any proration or computations made under this Section are based on estimates and if prove to be incorrect, then either party shall be entitled to an adjustment, provided that it makes written demand on the party from whom it is entitled to an adjustment, within sixty (60) days after the Closing Date.

9.3 **Allocation of Closing Costs and Expenses.** Seller shall pay the cost to record any instruments or endorsements necessary to clear the Title Objections, along with the cost of the title search, policy and commitment, along with recording fees with respect to the deed, the cost of the Purchaser's required title endorsements and the cost of the Closing Escrow. Purchaser shall be responsible for paying the settlement and closing fees customarily charged to purchasers, which includes the closing fee. The cost of state and transfer taxes, if any, shall be paid by the Seller and municipal transfer taxes shall be allocated between Seller and Purchaser pursuant to local ordinance. The Parties agree to share equally all costs associated with preparation of the plat of survey and plat of easement.

## ARTICLE 10

10.1 **Seller's Deliveries.** Seller shall deliver or cause to be delivered to Purchaser or the Title Company the following:

- (a) A warranty deed (the "Deed") in recordable form properly executed by Seller conveying to Purchaser (or its nominee or assignee) good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. Where the title Holder is an LLC or other legal entity other than an individual, a duly authorized and executed resolution authorizing the same.
- (b) A General Assignment, duly executed by Seller, conveying and assigning to Purchaser the Intangible Property.
- (c) A certificate indicating that the representations and warranties set forth in Article 6 are true and correct on the Closing Date, or, if there have been changes, describing such changes.

## ARTICLE 11

### **Risk of Loss**

11.1 **Condemnation.** If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain or is the subject of a pending taking which has not been consummated, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice, or the Closing Date, whichever is sooner. If this Agreement is terminated, pursuant to this Article 11, neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder. If this Agreement is not terminated, (x) Seller shall assign, without recourse, and turn over to Purchaser all of the condemnation proceeds, net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such condemnation and (y) the Parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price.

## ARTICLE 12

### Default

12.1 **Default by Seller.** In the event of a default or breach by Seller, Purchaser shall have the sole exclusive right to terminate its obligations under this Agreement, and, in addition to termination, shall have the right to seek all damages available at law or in equity. Purchaser's election to terminate its obligations and duties under this Agreement, shall not preclude the Purchaser from seeking any other remedies available at law or in equity. Seller specifically acknowledges that the Property is unique, and that Purchaser may seek specific performance in the event of default or breach by Seller.

12.2 **Default by Purchaser.** In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of any default of Purchaser, Seller's sole remedy shall be to terminate this Agreement and seek \$10,000 as liquidated damages, not as a penalty, it being understood that Seller's actual damages in the event of such a default are difficult to ascertain, and that \$10,000 represents the Parties' best estimate of such damages, and agreement in advance as to the settlement of any and all damages that may arise because of Purchaser's default, and bears a relation to the actual damages that might be sustained by Seller. Accordingly, the Parties agree that the liquidated damage provision herein is fair and reasonable, and it is not a penalty due to non-performance.

## ARTICLE 13

### Brokers

13.1 **Brokers.** Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any claims or demands incurred by Purchaser by reason of any breach or inaccuracy of the Seller's (or its nominee's) representations and warranties contained in this Article 13. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any claims or demands incurred by Seller by reason of any breach or inaccuracy of Purchaser's representations and warranties contained in this Article 14.

## ARTICLE 14

### Miscellaneous

14.1 **Notices.** Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed properly served (i) on the date sent if transmitted by personal delivery with receipt therefor, (ii) on the date sent if transmitted by facsimile or electronic mail (with confirmation by hard copy to follow by first class mail), (iii) on day after the notice is deposited with an overnight courier, or (iv) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereto).

14.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Illinois, without regard to the conflict of laws principles thereof.

14.3 **Headings.** The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

14.4 **Effective Date.** The "Effective Date" of this Agreement shall be the date that all Parties to the Agreement (Purchaser, and all of the Sellers) have fully executed this Agreement, effective upon delivery. Either Party may request that the other party promptly execute a memorandum specifying the Effective Date.

14.5 **Business Days.** If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

14.6 **Counterpart Copies.** This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement. Any facsimile signature of the parties on this Agreement 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 patties 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 Agreement and each such patty forever waives any such defense.

14.7 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

14.8 **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared or substantially prepared by counsel for one of the Parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

14.9 **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each Party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the Party for whose benefit the provision is being waived.

14.10 **Severability.** If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.11 **Time.** Time is of the essence in the performance of each of the parties' respective obligations contained herein.

14.12 **Prevailing Party.** Should either Party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing Party in any final judgment agrees to pay the other Party's reasonable expenses, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of Section 14.12 shall survive Closing and/or any termination of this Agreement.

14.13 **Attorney Review.** This entire Agreement shall be subject to the review, revisions, modifications and approval the Village Attorney, and counsel for the Seller and the Village Attorney shall have seven days from the Effective Date of this Agreement, to review and approve this Agreement. If approval is not provided within the 7 day Attorney Review period, either Party, can elect to terminate this Agreement, with neither Party having any rights or obligations to the other, or the Parties can mutually agree to extend the period of time for continued review and revisions in an effort to finalize this Agreement, with terms mutually agreeable to the Parties, or

14.14 **Notices.** All notices pursuant to this agreement should be to the following persons and entities on behalf of each party:

*If to Purchaser:*

Village of Homer Glen  
14240 W 151st Street  
Homer Glen, IL 60491

*If to Seller:*

Thomas Goedert, Esq.  
150 N Wacker Drive  
Suite 500  
Chicago, IL 60606  
ThomasGoedertgoedert1@outlook.com

Copy to Village Attorney:

Peterson Johnson and Murray, Chicago LLC  
C/O Michael J. A. Pasquinelli, Esq.  
1301 W 22<sup>nd</sup> Street  
Suite 500  
Oakbrook, IL 60523  
mpasquinelli@pjmlaw.com

**PURCHASER:**

VILLAGE OF HOMER GLEN

By: Cathy

Name: Cathy Nadeau

Date: 6-27-24

**SELLERS:**

By: Catherine L Boo

Name: KMB Twin Maples LLC

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo

Date: 6/26/24

By: David C. Boo

Name: David C. Boo

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo, as Custodian for

Brandon Michael Boo

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo, as Custodian for

Aaron Carl Boo

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo, as Custodian for

Rachael Louis Boo

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo, as Trustee of the Marion L. Meyers

Gift Trust for Brandon Michael Boo under agreement dated

December 27, 1990

Date: 6/26/24

By: Catherine L Boo

Name: Catherine L. Boo, as Trustee of the Marion L. Meyers

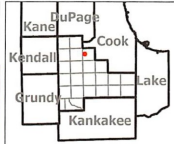
Gift Trust for Aaron Carl Boo under agreement dated December

27, 1990

Date: 6/26/24



EXHIBIT 2



**Legend**

- Federal
- State
- County
- Local and Private
- Parcels
- Townships

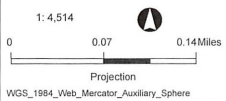
Blue = Village Purchase Tract

Pink = Boo Remainder Tract

**Notes**

Land Areas:  
 Blue: 29.4± acres  
 Pink: 8.1± acres  
 Total: 37.5± acres

Date: 5/31/2024



**Disclaimer of Warranties and Accuracy of Data:** Although the data developed by Will County for its maps, websites, and Geographic Information System has been processed and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to [gis@willcountyilines.com](mailto:gis@willcountyilines.com).