

**MAINE TOWNSHIP, COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2026-2**

**AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED AT 9850 MILWAUKEE AVENUE  
FROM CHICAGO TITLE LAND TRUST COMPANY**

**WHEREAS**, Maine Township (the “Township”) is a unit of local government organized and operating under the laws of the State of Illinois; and

**WHEREAS**, Section 1/85-10(c) of the Illinois Township Code, 60 ILCS 1/85-10(c), authorizes the Township to purchase any real estate for public purposes; and

**WHEREAS**, Section 1/85-10(d) of the Illinois Township Code, 60 ILCS 1/85-10(d), authorizes the Township to make all contracts necessary in the exercise of the Township’s powers; and

**WHEREAS**, Chicago Title Land Trust Company (“Chicago Title”), an Illinois land trust corporation, has expressed an interest in selling certain real property located at 9850 Milwaukee Ave, Glenview, Illinois (“Property”); and

**WHEREAS**, on April 14, 2026, at the Township’s Annual Town Meeting of Electors, the Township electors voted to approve a Resolution, a copy of which is attached hereto as Exhibit A, authorizing the purchase of the Property for the Township food pantry and other public purposes; and

**WHEREAS**, the Resolution authorized and directed the Maine Township Board of Trustees to enter into a real estate purchase and sale agreement for the purchase of the Property for a sum not to exceed funds that the Township currently has in the town fund and/or capital reserves and without imposing any new or higher taxes to fund the purchase price; and

**WHEREAS**, pursuant to and in accordance with the authority granted by the electors through the passage of the Resolution, the Maine Township Board of Trustees has negotiated the terms and provisions of a Purchase and Sale Agreement with Chicago Title, for the purchase of the Property (“Agreement,” attached hereto as Exhibit B); and

**WHEREAS**, the Maine Township Board of Trustees, pursuant to the determination and direction of the Township electors, finds and determines that the Agreement is consistent with the Resolution and now desires to approve the Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of Maine Township, Cook County, Illinois as follows:

**Section 1.**        **Recitals.** The recitals and all exhibits attached to this Ordinance are incorporated into this Section 1 as though fully set forth herein.

**Section 2.**        **Approval; Authorization.** The Township Board of Trustees hereby approves the Agreement attached hereto as Exhibit B, subject to Township attorney review and approval. The Township Supervisor and Township Clerk are authorized and directed to execute the Agreement on the Township's behalf, and the Township Supervisor is hereby authorized to take all actions necessary to implement and enforce the Agreement's terms, and to consummate the closing on the conveyance of the Property to the Township.

**Section 3.**        **Superseder.** All previous ordinances, resolutions and parts thereof in conflict with this Ordinance are hereby repealed to the extent and only to the extent they conflict with this Ordinance.

**Section 4.**        **Severability.** If any part, subsection, or clause of this Ordinance shall be deemed invalid, the remaining parts, subsections, and clauses shall not be affected thereby.

**Section 5.**        **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

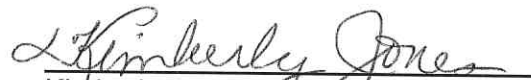
AYES: 4

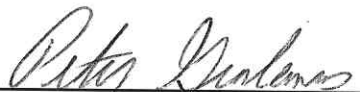
NAYES: 0

ABSENT: 1

APPROVED this 28th day of April, 2026.

**MAINE TOWNSHIP**

  
\_\_\_\_\_  
Kimberly Jones, Supervisor

ATTEST:   
\_\_\_\_\_  
Peter Gialamas, Township Clerk

**Exhibit A**

Resolution of the Maine Township Electors

[Attached]

**MAINE TOWNSHIP**

**ANNUAL TOWN MEETING OF ELECTORS**

**April 14, 2026**

**RESOLUTION NO. 2026-4**

**A RESOLUTION OF THE MAINE TOWNSHIP  
ELECTORS AUTHORIZING THE PURCHASE OF CERTAIN  
PROPERTY LOCATED AT 9850 MILWAUKEE AVENUE FROM CHICAGO TITLE LAND  
TRUST COMPANY**

**WHEREAS**, Maine Township ("**Township**") is a unit of local government operating under the laws of the State of Illinois; and

**WHEREAS**, Section 1/30-50(a) of the Illinois Township Code (60 ILCS 1/30-50(a)), authorizes the electors of the Township to make all orders for the purchase of property, including real property, that may be deemed conducive to the interests of its inhabitants; and

**WHEREAS**, Section 1/30-20 of the Illinois Township Code (60 ILCS 1/30-20), delineates that such power of the electors so designated in Section 30-50(a) of the Illinois Township Code is applicable at the Township's annual meeting of electors; and

**WHEREAS**, Chicago Title Land Trust Company ("Chicago Title"), an Illinois land trust corporation, has expressed interest in selling certain real property to located at 9850 Milwaukee Ave, Glenview, Illinois, legally described in the Exhibit A ("Property"); and

**WHEREAS**, the Township, by its electors, wishes to acquire the Property for use as the Township's food pantry and for other public purposes; and

**WHEREAS**, the Township, by its electors, finds that it is in the best interests of the Township to purchase the Property from Chicago Title in accordance with this Resolution's terms.

**NOW, THEREFORE, BE IT RESOLVED** by the electors of Maine Township, Cook County, Illinois at the Annual Township Meeting held on April 14, 2026, as follows:

**Section 1.** The Property legally described on Exhibit A is hereby authorized to be purchased by the Township Board from Chicago Title for an amount not to exceed funds the Township currently has in the town fund and/or capital reserves and without imposing any new or

higher taxes to fund the purchase price.

**Section 2.** Upon formal adoption and execution of this Resolution Authorizing the Purchase of Real Property, the electors of the Township hereby authorize and direct the Township Board to enter into a real estate purchase and sale agreement (“Agreement”) for the purchase of the Property not to exceed the Purchase Price.

**Section 3.** The Township Supervisor, Clerk, Board, and Attorney are hereby directed and empowered to take any and all actions necessary to effectuate the purchase of the Property and to execute the Agreement pursuant to any and all requirements set forth in the Township Code.

**Section 4.** In the event that Chicago Title and the Township Board are not able to reach an agreement on a purchase price for the Property, the Township shall have no obligation to purchase the property.

**Section 5.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the validity thereof shall not affect any of the other provisions of this Resolution.

**Section 6.** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect from after its passage and approval as provided by law.

[Intentionally left blank]

AYES: THE RESOLUTION HAS PASSED BY AN OVERWHELMING MARGIN.

NAYES: 0

APPROVED this 14<sup>th</sup> day of April, 2026.

**MAINE TOWNSHIP**

  
Moderator

ATTEST:   
Township Clerk

Exhibit A

**Property's Legal Description**

THAT PART OF LOT 3 IN GOLF MILL INVESTMENTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF LOT 3 THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LOT 3, 150.0 FEET THENCE SOUTHWESTERLY AT RIGHT ANGLES TO MILWAUKEE AVENUE 300.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE, 166.20 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 3, BEING PERPENDICULAR TO THE RIGHT OF WAY LINE OF THE COMMONWEALTH EDISON COMPANY A DISTANCE OF 37.74 FEET; THENCE NORTHEASTERLY 265.91 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1975 AS DOC. NO. 23304613, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-11-300-061-0000

Address: 9850 Milwaukee Ave, Glenview, Illinois

**Exhibit B**

Purchase and Sale Agreement with Chicago Title

[Attached]

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and entered into as of this 30TH day of APRIL, 2026 (“Effective Date”), between **MAINE TOWNSHIP**, an Illinois township with offices located at 1700 Ballard Road, Park Ridge, Illinois (“Buyer”), and **THE LAND TRUST COMPANY f/k/a Chicago Title Land Trust Company** with offices located at 35 W Wacker, Chicago, Illinois (“Seller”) (collectively, the Buyer and Seller are the “Parties” and individually a “Party”).

**RECITALS**

**WHEREAS**, the Seller owns a certain parcels of real property containing, in total, +/- 12,000 square feet commonly known as 9850 Milwaukee Avenue located in Glenview, Illinois, which real property is legally described in Exhibit A (“Seller’s Land”); and

**WHEREAS**, the Seller’s Land is currently improved with +/-12,000 square foot commercial structure and related infrastructure, improvements, and appurtenances (collectively, “Improvements”) (collectively, the Seller’s Land and the Improvements are the “Property”); and

**WHEREAS**, the Illinois Township Code (60 ILCS 1/85-10(c)) and other statutory law authorize the Buyer to acquire the Property from the Seller; and

**WHEREAS**, at the Township’s annual town meeting on April 14, 2026, the Township’s electors authorized the Township Board to purchase the Property; and

**WHEREAS**, the Buyer wishes to acquire the Property from the Seller, and the Seller wishes to convey the Property to the Buyer, all in accordance with and subject to this Agreement’s terms;

**AGREEMENT**

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

**1. Recitals and Exhibits; Property to be Purchased.**

(a) The foregoing recitals and exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

(b) Subject to this Agreement’s terms and conditions, Seller agrees to convey to Buyer and Buyer agrees to purchase from Seller the Property together with all personal property remaining on the Property on the Closing Date (as defined in Section 4 below).

**2. Purchase Price.** The purchase price for the Property shall be **ONE MILLION TWO HUNDRED THOUSAND AND NO 100ths (\$1,200,000.00) DOLLARS** (“Purchase Price”). Buyer shall pay the Purchase Price at Closing, minus any credits provided by Seller or

authorized by this Agreement. Buyer represents and warrants that this is a cash deal and that the Buyer will not use third-party financing to pay at the Purchase Price or any portion thereof.

3. **Earnest Money.** Buyer will deliver, within five (5) business days of the Effective Date, a check or wire transfer in the amount of **TWENTY THOUSAND AND NO 100ths (\$20,000.00) DOLLARS** to Precision Title Company, an agent of Fidelity National Title Insurance Company ("**Title Company**") (the money delivered to the Title Company, together with interest thereon and all other deposits hereafter made by Buyer pursuant to this Agreement, is hereinafter referred to as the "**Earnest Money**"), to be held and disbursed by the Title Company in accordance with the terms of a strict joint order escrow agreement in a form acceptable to the Parties. The Earnest Money plus any interest accrued shall be applied to the Purchase Price to be paid by Buyer at Closing (as defined in Section 4 below). Except as provided in this Agreement, the Earnest Money shall be nonrefundable and shall be retained by the Seller should the Buyer fail to purchase the Property.

4. **Closing.** The Buyer will schedule a closing of the Property's purchase and sale ("**Closing**") to take place after the Inspection Period as set forth in Section 5 below, but before July 10, 2026. The Closing will be at a mutually agreeable time at the offices of the Title Company, or such other place and time as may be agreed to by the Parties.

5. **Inspection Contingency.**

(a) **Inspections.** Beginning on the Effective Date and ending forty-five (45) calendar days thereafter ("**Inspection Period**"), Buyer and its employees, agents, contractors, consultants, representatives and designees shall, at Buyer's sole expense, have the right to examine and test the interior and exterior of the Property, including, without limitation, all structures, mechanical systems, and utilities located thereon, and shall further have the right of reasonable ingress and egress with twenty-four (24) hour advance notice to, and cooperation of, Seller for the purpose of making or conducting all studies, tests, assessments of the surface and subsurface conditions and other tests, examinations, explorations and inspections as Buyer deems appropriate, including, but not limited to, the right to core drill upon, and to remove samples of stone and soil from the Property (collectively, "**Inspection Work**"). During the Inspection Period, Buyer shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory approvals from any local, state, or federal governmental entity or agency necessary for the Buyer's development, use, and operation of the Property. Seller will cooperate with Buyer with respect to all inspections and regulatory approval processes, including but not limited to the execution of any documents reasonably necessary for such inspections and participation in the regulatory approval processes. Upon the voluntary or involuntary termination of the Inspection Period, Buyer shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear excepted.

(b) **Right of Termination.** The Buyer's obligations under this Agreement are subject to and conditioned upon the determination by Buyer, in its sole discretion and judgment, that the Property is in satisfactory condition for the Buyer's purposes. In the event such conditions to Buyer's obligations have not been satisfied within the Inspection Period, as determined solely by Buyer, Buyer shall have the right, by written notice delivered to Seller on or before the last day

of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, neither Party shall have any further rights and obligations under this Agreement, and, in the event of such termination, the Earnest Money shall be promptly returned to the Buyer.

**6. Survey and Title Review.**

(a) Receipt of Survey and Title Commitment. Seller, at its sole expense, shall obtain and deliver to Buyer (i) no later than ten (10) business days after the Effective Date, an ALTA title insurance commitment issued by the Title Company showing the condition of title to the Property ("**Title Commitment**"), together with copies of all recorded documents listed or disclosed therein ("**Recorded Documents**"); and (ii) if required by the Title Company, no later than twenty (20) business days after the Effective Date, an ALTA Survey of the Property dated no more than sixty (60) calendar days before the Effective Date ("**Survey**"). The Survey will depict all Improvements on the Seller's Land, certify that no portion of the Seller's Land lies within the 100 year flood plain or has been designated as part of flood zones "A" or "B" by the Federal Emergency Management Agency, demonstrate that Seller's Land is free from all encroachments, establish and depict the exact perimeter legal description of the Seller's Land, and include the exact acreage of the Seller's Land.

(b) Objections. Buyer shall have until ten (10) business days after the delivery of the last of the Survey, the Title Commitment, and the Recorded Documents to examine the same and to provide written objections to Seller of matters set forth on the Survey and/or the Title Commitment that are unsuitable or make the Property undesirable for Buyer's purposes (collectively, the "**Objections**").

(c) Cure Period. If Buyer gives timely written notice of its Objections, Seller will (i) notify Buyer in writing within five (5) calendar days after receipt of Buyer's Objections as to Seller's proposed steps to cure such Objections, and (ii) take reasonable steps to cure Buyer's Objections for a period of ten (10) calendar days following receipt by Seller of Buyer's Objections ("**Cure Period**").

(d) Failure to Cure. In the event Seller is unable to cure any one or more of Buyer's Objections within the Cure Period, Buyer's remedy under this Agreement shall be to either: (i) terminate this Agreement, in which event the Earnest Money will be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the Objections and continue the purchase contemplated by this Agreement. Buyer must provide written notice to Seller of its election to either terminate this Agreement or to waive the Objections not later than ten (10) days after the expiration of the Cure Period.

(e) Seller Deliveries. By no later than five (5) calendar days after the Effective Date, Seller shall deliver all relevant documents in Seller's possession or under Seller's control concerning the Property, including, without limitation:

- 1) All contracts related to or concerning the Property;

- 2) Rent Roll;
- 3) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
- 4) All utility statements and invoices for the past year, including, without limitation, invoices related to electricity, gas, water, and wastewater;
- 5) All insurance policies insuring the Property which may be assumed by the Buyer;
- 6) All environmental reports and assessments concerning or implicating the Property; and
- 7) All violation notices concerning or involving the Property including, without limitation, building, zoning, environmental, and health code violations.
- 8) All documents related to or involving pending lawsuits involving the Property or the Seller's interest in the Property.

Seller agrees to cooperate in all respects to facilitate the Inspection Work and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available and in the Seller's possession, upon Purchaser's reasonable request.

**7. Control of Property.** Prior to the Closing, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing Date, the Property is materially damaged or the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Buyer exercises its right of termination, the Earnest Money will be promptly returned to the Buyer. If Buyer does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be paid to the Buyer on the Closing Date.

**8. Representations.** To induce Buyer to enter into this Agreement, Seller represents, warrants, and covenants to Buyer as set forth below, which representations, warranties, and covenants shall be deemed remade on the Closing Date.

(a) Seller is an Illinois land trust in good standing. Seller has the full right, power, and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement, and the consummation of the

transactions contemplated by this Agreement will not violate any other agreement to which Seller is a party.

(b) This Agreement has been duly authorized, executed and delivered by Seller, creates legal, valid and binding obligations of Seller, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Seller or the Property is bound.

(c) No consent, waiver, approval, or authorization is required from any person or entity in connection with the execution, delivery, and performance of this Agreement by Seller.

(d) Seller has not received any written notice of a pending action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) nor, to Seller's knowledge, has any such investigation or proceeding been threatened against Seller or the Property, in any case that would materially impair Seller's ability to consummate the transactions in the manner required by this Agreement.

(e) To the best of Seller's knowledge, the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens, or encumbrances that are not of record.

(f) To the best of Seller's knowledge, the Property is not a part of an association or other common ownership regime except as may be otherwise disclosed by the Title Commitment.

(g) Seller has not entered into any contract, agreement or option that remains in effect, other than this Agreement, granting to any party the right to purchase the Property.

(h) Seller has not received any written notice from any municipal, county, state or other governmental authority of any ongoing violation of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(i) Seller is not a party to any unwritten leases of any interest in the Property, or any unwritten contract, operating arrangement or other agreement affecting the ownership, use or operation of the Property that could be binding upon Buyer after Closing, and Buyer shall have the exclusive right to possession of the Property after Closing.

(j) There is no other agreement, written or oral, under which Seller is or could become obligated to convey, lease or license the Property or any interest therein, to a third party,

and Seller will not enter into any such agreement before Closing without the prior written consent of Buyer.

(k) To the best of Seller's knowledge, there are no, and Seller shall not initiate or participate in any, changes in zoning for the Property proposed by any applicable zoning authority unless requested to do so by Buyer.

(l) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(m) No tenants occupy the Property.

(n) No Hazardous Substance (as defined below) has been generated, stored, released, discharged or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substance**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law.

(o) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed Reg. 49079 (September 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Neither Seller nor any beneficial owner of Seller is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

(p) Seller has good and marketable title to all items of personal property located on the Property free and clear of all liens, claims, and encumbrances.

Notwithstanding any provisions to the contrary herein, the representations and warranties of Seller contained in this Section 8 shall survive the Closing for a period of one (1) year (Seller hereby agreeing to indemnify and hold harmless Buyer and Buyer's affiliates from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations or warranties, as to conditions existing prior to the Closing Date, for such period ending one (1) year after the Closing Date), at which time such representations and warranties (and

such indemnity obligation) shall terminate and be of no further force or effect, except for any claims made prior to the end of such 1-year period.

**9. Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller that, as of the Effective Date and deemed to be remade on the Closing Date:

a. Buyer has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Buyer is a party.

b. This Agreement has been duly authorized, executed and delivered by Buyer, creates legal, valid and binding obligations of Buyer, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Buyer is bound.

c. Buyer has obtained the applicable consent, waiver, approval or authorization required from any person(s) or entity in connection with the execution, delivery and performance of this Agreement by Buyer.

d. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any beneficial owner of Buyer is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

Notwithstanding any provisions to the contrary herein, the representations and warranties of Buyer contained in this Section 9 shall survive the Closing for a period of one (1) year (Buyer hereby agreeing to indemnify and hold harmless Seller from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations or warranties, as to conditions existing prior to the Closing Date, for such period ending one (1) year after the Closing Date), at which time such representations and warranties (and such indemnity obligation) shall terminate and be of no further force or effect, except for any claims made prior to the end of such 1-year period.

**10. Closing Conditions.**

(a) Buyer Closing Conditions. Buyer's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (collectively, "**Buyer Closing Conditions**"):

(i) Each and every representation, warranty, and covenant of Seller expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date;

(ii) As of the Closing Date, Seller shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller in all material respects;

(iii) Seller shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement; and

(iv) The issuance by Title Company of an ALTA owner's title insurance policy, or a "marked up" written commitment unconditionally obligating the Title Company to issue an ALTA owner's title insurance policy, pursuant to the terms of the Title Commitment, with such changes thereto as were negotiated between Buyer and the Title Company during the Inspection Period, in the amount of the Purchase Price, subject only to the Objections waived by the Buyer (if any), to be dated as of the recording of the Deed, naming Buyer (or its assignee) as the insured ("**Title Policy**").

(b) Failure of the Buyer Closing Conditions. If one or more of the Buyer Closing Conditions has not been satisfied on or before the Closing Date, and the same is not due to a default by Buyer under this Agreement, then Buyer may elect to terminate this Agreement by written notice to Seller on or before the Closing Date, in which event the Earnest Money shall be promptly returned to the Buyer and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), provided that Buyer may, with Seller's consent, extend the Closing Date allow additional time for the satisfaction of any such unsatisfied conditions. Buyer shall have the right to unilaterally waive the Buyer Closing Conditions by proceeding to and consummating Closing. Nothing in the foregoing shall limit or otherwise affect Buyer's rights or remedies under this Agreement.

(c) Seller Closing Conditions. Seller's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (collectively, "**Seller Closing Conditions**"):

(i) Each and every representation, warranty, and covenant of Buyer expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date; and

(ii) As of the Closing Date, Buyer shall have kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer in all material respects.

(d) Failure of the Seller Closing Conditions. If one or more of the Seller Closing Conditions has not been satisfied on or before the Closing Date, and the same is not due to a default by Seller under this Agreement, then Seller may elect to terminate this Agreement by written notice

to Buyer on or before the Closing Date, in which event the Earnest Money shall be retained by Seller and the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), provided that Seller may extend the Closing Date to allow additional time for the satisfaction of any such unsatisfied conditions. Seller shall have the right to unilaterally waive the Seller Closing Conditions by proceeding to and consummating Closing. Nothing in the foregoing shall limit or otherwise affect Seller's rights or remedies under this Agreement.

11. **Taxes.** All real estate taxes and any special assessment imposed on the Property ("Taxes") for the year in which the Closing occurs shall be prorated and adjusted to the Closing Date. Seller shall pay (or cause to be paid) all Taxes due and payable on or prior to the Closing Date. Buyer shall receive a credit prorated in accordance with this Section for all unbilled Taxes and the amount of the credit shall be calculated based on one hundred (100%) percent of the most recent ascertainable full year real estate tax bill for the Property. All pro-rations will be on the basis of a 366-day year with the Closing Date being charged to the Seller. The proration of Taxes shall be final.

12. **Utilities.** Seller will obtain as close to the Closing Date as practicable final meter readings for utilities serving the Property and will pay final utility invoices, and Buyer will be responsible to open new accounts and pay such charges for the Closing Date and thereafter.

13. **Closing Deliveries and Costs.**

(a) Seller's Deliveries. At the Closing, Seller shall deliver the following to Buyer:

(i) A signed duly recordable warranty deed for the Property with all required stamps affixed, at Seller's sole cost and expense, conveying fee simple title to the Property and all of Seller's rights appurtenant thereto, subject only to the waived Objections, if any ("Deed").

(ii) A bill of sale for the personal property.

(iii) An affidavit certifying to Buyer that Seller is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code.

(iv) An affidavit certifying that there is no property manager at the Property.

(v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

(vi) Affidavit of Title executed by Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens, or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

(vii) The MyDec form and any other transfer tax forms required in connection with the Closing requiring Seller's signature.

(viii) Proof of payment of all outstanding utility fees and charges concerning or related to the Property.

(ix) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of Seller.

(x) A lien waiver executed by Seller's Broker (as defined in Section 17 below).

(xi) A closing statement executed by Seller in a form mutually acceptable to Seller and Buyer.

(xii) Such other documents as may be required by the terms of this Agreement or by the Title Company, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

All of the documents and instruments referenced in this Section 13(a) shall be in a form reasonably acceptable to Buyer.

(b) Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

(i) The Purchase Price less the Earnest Money and any prorations.

(ii) A closing statement executed by Buyer in a form mutually acceptable to Seller and Buyer.

(iii) Any transfer tax forms required in connection with the Closing requiring Buyer's signature.

(iv) Such other documents as may be required by the terms of this Agreement or by the Title Company, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

(v) An ALTA Statement and gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

(c) Closing Statement. At the Closing, Seller and Buyer shall each execute a closing statement drafted by the Title Company and in form and content reasonably acceptable to both Buyer and Seller.

(d) Closing Costs.

(i) Seller shall pay Seller's attorneys' fees, Seller's broker fees, the cost of the Survey, the Title Commitment, the premium for the Title Policy (excluding the cost for any endorsements or extended coverage over the so called "standard exceptions" requested by Buyer), one-half of all escrow fees and closing costs charged by the Title Company, and all state, county, and municipal transfer taxes and fees (if any).

(ii) Buyer shall pay Buyer's attorneys' fees, the cost for Buyer's endorsements and extended coverage over the so called "standard exceptions" to the Title Policy, if any, all due diligence costs and expenses, all recording charges for the Deed, and one-half of all escrow fees and closing costs charged by the Title Company.

(iii) Any other costs, expenses, and fees shall be allocated between the Parties as is customary and typical for similar types of transactions for real property in the location in which the Property is located.

**14. Delivery of Possession of Property.** The Seller shall deliver possession of the Property to Buyer at the Closing. At Closing, the Seller shall provide the Buyer will all keys, remotes, access codes, and other information necessary to access the Property and all structures and improvements located thereon. All furniture, fixtures, and equipment on the Property will be in reasonable working order.

**15. Indemnification.** Buyer agrees to indemnify and fully protect, defend, and hold the Seller harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees, and expenses of every kind and nature that may be sustained by or made against the Seller resulting from or arising out of:

(a) Negligent inspections or repairs made by the Buyer or its agents, employees, contractors, successors or assigns; and

(b) The Buyer's use and/or occupancy of the Property before Closing, except to the extent caused by the negligent, willful, or intentional act of the Seller.

**16. Condemnation and Destruction.** If, on the Closing Date, all or any portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the right, but not the obligation, to terminate this Agreement, whereupon the Earnest Money shall be immediately paid by the Title Company to the Buyer and the rights, duties and obligations of the Parties shall terminate and be of no further force or effect (provided, however, the Parties shall continue to have those rights and obligations which are expressly stated in this Agreement to survive termination). If, after receipt of Seller's notice, Buyer does not exercise its option to terminate this Agreement, the Parties shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage

17. **Brokerage Fees and Commissions.** In the event Seller has contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement ("Seller's Broker"), the transactions contemplated hereby or the sale and purchase of the Property, Seller shall pay the Seller's Broker at Closing per separate agreement, and Seller shall indemnify, defend, and hold Buyer harmless from and against any commission or other payment due to, or sought by, Seller's Broker in connection with this matter. Buyer has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. It is agreed that if any claim for any brokerage fees other than from the Seller's Broker is ever made against Seller or Buyer in connection with the transactions contemplated by this Agreement, all such claims shall be paid by the party whose commitments form the basis of such claims. Seller and Buyer agree to indemnify and hold harmless the other from and against any and all liabilities, claims, demands or actions for or with respect to any brokerage fees asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, and any court costs, attorneys' fees or other costs and expenses arising therefrom, insofar as any such liabilities, claims, demands or actions are based upon a contract or commitment of the indemnifying party. The provisions set forth in this Section 17 shall survive Closing.

18. **Remedies.** Notwithstanding anything to the contrary set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement, the Parties agree that if Seller fails to comply with any of the provisions of this Agreement beyond any applicable cure period, Buyer shall have no adequate remedy at law. Accordingly, if Seller fails to comply with any provisions of this Agreement, Buyer shall have the right to either: (i) terminate this Agreement and receive an immediate refund of the Earnest Money; or (ii) obtain specific performance of Seller's obligation to convey the Property. In addition to the foregoing, Buyer shall be entitled to pursue any other rights or remedies provided in this Agreement, together with those available to it at law or in equity, including the right to monetary damages, upon the failure of Seller to carry out any of its obligations under this Agreement. If Buyer fails to comply with the terms of this Agreement beyond any applicable cure period, Seller's sole and exclusive remedy shall be the retention of the Earnest Money.

19. **Miscellaneous.**

(a) **No Waiver.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, exercising its sole discretion, may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) **Time of Essence.** Time is of the essence of this Agreement.

(c) **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereby

agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or 3 business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

**If to Seller:**

Chicago Title Land Trust Company  
Attn: Myungwon Yoo, Beneficiary  
56 Woodland Trail  
Lincolnshire, IL 60069  
Email: mwkim317@gmail.com

**With a copy to:**

Yon S. Choe, Esq.  
8930 Waukegan Rd. Ste. 210  
Morton Grove, IL 60053  
Email: yscsq@gmail.com

**If to Buyer:**

Maine Township  
Attn: Victoria Rizzo, Township Administrator  
1700 Ballard Road  
Park Ridge, Illinois 60068  
Email: vrizzo@mainetown.com

**With a copy to:**

Ancel Glink, P.C.  
Attn: Kurt S. Asprooth  
140 S. Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Email: kasprooth@ancelglink.com

In the event either Party delivers a notice by email, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignment, Successors and Assigns. This Agreement, including, without limitation, any of a Party's rights or obligations hereunder, may not be assigned by either Party without the consent of the other Party.

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court with jurisdiction over this Agreement, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

(g) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be amended or modified only in a writing signed by both Parties, shall apply to and bind the permitted successors and assigns of each of the Parties, and shall merge with the Deed at Closing, excluding those provisions that this Agreement provides will survive Closing.

(h) No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Attorneys' Fees. If any action is brought by either Party arising from, or related to, this Agreement, then the prevailing Party shall be entitled to receive from the non-prevailing Party its actual court costs and reasonable attorney's fees incurred. This Section shall survive Closing or any earlier termination of this Agreement.

(j) Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

(k) Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

Exhibit A

**Legal Description**

THAT PART OF LOT 3 IN GOLF MILL INVESTMENTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF LOT 3 THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LOT 3, 150.0 FEET THENCE SOUTHWESTERLY AT RIGHT ANGLES TO MILWAUKEE AVENUE 300.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE, 166.20 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 3, BEING PERPENDICULAR TO THE RIGHT OF WAY LINE OF THE COMMONWEALTH EDISON COMPANY A DISTANCE OF 37.74 FEET; THENCE NORTHEASTERLY 265.91 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1975 AS DOC. NO. 23304613, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-11-300-061-0000

Address: 9850 Milwaukee Ave, Glenview, Illinois

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**MAINE TOWNSHIP,**  
an Illinois township

Attest:

  
Name: \_\_\_\_\_

  
Name: \_\_\_\_\_


Title: Supervisor

Title: MAINE TOWNSHIP CLERK

Date: 4-30-26

Date: 4/30/26

**CHICAGO TITLE LAND TRUST COMPANY,**  
an Illinois corporation, Trust Number 8002347223

By   
Myungwon Yoo, Beneficiary

Date: 4-30-2026