

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE SUGAR GROVE PARK DISTRICT
IN REGARD TO THE USE AND CONVEYANCE OF
PARCEL 33-2 OF THE AURORA MUNICIPAL AIRPORT**

This **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SUGAR GROVE PARK DISTRICT IN REGARD TO THE USE AND CONVEYANCE OF PARCEL 33-2 OF THE AURORA MUNICIPAL AIRPORT** (the “Agreement”) is entered into this _____ day of _____, 2018 (the “Effective Date”) by and between the City of Aurora, an Illinois home rule municipal corporation (the “City”) and the Sugar Grove Park District, an Illinois park district (the “Park District”). The City and the Park District are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the City is a municipality with a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Park District has the authority to acquire real estate for park and recreation purposes in Sections 7-2 and 8-1(b)(1) of the Illinois Park District Code (70 ILCS 1205/7-2 and 8-1(b)(1)); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs

related to intergovernmental activities; and

WHEREAS, the City owns the real property legally described and depicted on **Exhibits A-1** and **A-2**, respectively, said Exhibits being hereto and made part hereof (the “Subject Property”), the City desires to convey the Subject Property to the Park District if certain conditions in this Agreement are met, including that the Subject Property be burdened with the “Overhead Avigation Easement Agreement” in favor of the City attached hereto as **Exhibit B** and made a part hereof (the “Easement”); and

WHEREAS, the Park District desires to acquire title to the Subject Property, subject to the Easement, on the terms and conditions set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and pursuant to the home rule powers enjoyed by the City and the powers vested in the Parties by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made a part hereof.
2. **CITY OBLIGATIONS.** The City shall:
 - (A) Convey the Subject Property to the Park District, subject to the terms of this Agreement and the Easement, so long as the Park District is not in default of any of the Park District’s obligations under this Agreement.
 - (B) In relation to the conveyance of the Subject Property, within fifteen (15) days of the Effective Date, so long as the conditions in Section 2(A) are met, the City shall take such action as is necessary to execute a real estate sales contract relative to the conveyance of the Subject Property (the “Real Estate Sales Contract”), using the “Real Estate Sales Contract Template” attached hereto as **Exhibit C** and made a part hereof, with such changes to **Exhibit C** as necessary to make it consistent with this Agreement, and with such additional changes as may be agreed upon by

the City and the Park District that are not inconsistent with this Agreement, and convey the Subject Property to the Park District. In the event of a conflict between any term of this Agreement and the Real Estate Sales Contract, the terms of this Agreement shall control. The terms of the conveyance are:

- (i) Purchase Price: Six Hundred Thirty Five Thousand and No/100 Dollars (\$635,000.00);
- (ii) Closing deadline: as agreed by the City and the Park District;
- (iii) Form of deed: quit claim deed;
- (iv) Permitted exceptions on title: as agreed by the City and the Park District;
- (v) Warranties: as-is, where-is, with no warranties or representations of any kind, including environmental; and
- (vi) Closing costs: paid by City and the Park District as customarily charged.

3. PARK DISTRICT OBLIGATIONS. The Park District shall:

- (A) Acquire the Subject Property from the City, subject to the terms of this Agreement and the Easement, on the terms set forth in Sections 2(A) and 2(B) of this Agreement. In relation to said acquisition of the Subject Property, within fifteen (15) days of the Effective Date, the Park District shall take such action as is necessary to execute the Real Estate Sales Contract, with such changes to the Real Estate Sales Contract to make it consistent with this Agreement, and with such additional changes as may be agreed upon by the City and the Park District that are not inconsistent with this Agreement, and accept title to the Subject Property.

4. GENERAL CONDITIONS/REQUIREMENTS.

- (A) This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- (B) Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the Parties may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- (C) In the event of a default by any of the Parties, the defaulting Party, as

adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party, upon demand, all of the non-defaulting Party's reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.

- (D) The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- (E) If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

5. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the City:

Mayor
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

With a copy to: Corporation Counsel
44 E. Downer Place
Aurora, Illinois 60505

With an additional copy to: Jason A. Guisinger
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

(B) If to the Park District:

Aurora, Illinois _____

With a copy to:

Aurora, Illinois _____

With an additional
copy to:

Attn: _____

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Party. Service by personal deliver shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

6. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. **EFFECTIVE DATE; TERM.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof. This Agreement shall remain in effect until the earlier of the conveyance of the Subject Property from the City to the Park District or December 31, 2018.

IN WITNESS WHEREOF, the City, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the Park District, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

CITY OF AURORA

SUGAR GROVE PARK DISTRICT

By: _____
Richard C. Irvin, Mayor

By: _____
_____, President

ATTEST:

ATTEST:

Wendy McCambridge, City Clerk

_____, Secretary

Dated: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Richard C. Irvin and Wendy McCambridge, personally known to me to be the Mayor and City Clerk of the City of Aurora, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of Aurora, as their free and voluntary act, and as the free and voluntary act and deed of said City of Aurora, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 201_.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the Sugar Grove Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the Sugar Grove Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 201_.

Notary Public

My Commission Expires: _____

EXHIBIT A-1

Legal Description of Subject Property

Legal Description:

That part of the Southwest Fractional Quarter of Section 7, Township 38 North, Range 7 East of the Third Principal Meridian, Kane County, IL, more particularly described as follows.

Commencing at the northwest corner of the Southwest Fractional Quarter of Section 7, Township 38 North, Range 7 East of the Third Principal Meridian; thence North 89 degrees 35 minutes 16 seconds East along the north line of said Southwest Fractional Quarter, 286.50 feet to the Point of Beginning; thence continuing North 89 degrees 35 minutes 16 seconds East, 1383.22 feet to the northeast corner of said Southwest Fractional Quarter; thence South 00 degrees 35 minutes 03 seconds East along the east line of said Southwest Fractional Quarter, 1070.00 feet; thence South 89 degrees 35 minutes 16 seconds West, 712.41 feet; thence North 32 degrees 37 minutes 11 seconds West, 61.09 feet; thence northwesterly on a curve to the left having a radius of 494.40 feet, an arc length of 638.91 feet, the chord of said curve bears North 32 degrees 37 minutes 11 seconds West a distance of 595.37 feet; thence North 32 degrees 37 minutes 11 seconds West, 608.13 feet to the Point of Beginning, containing 26.67 acres, more or less.

EXHIBIT A-2

Depiction of Subject Property

(attached)

EXHIBIT B

Overhead Avigation Easement Agreement

(attached)

OVERHEAD AVIGATION EASEMENT AGREEMENT
(PARCEL 33-2)

This **OVERHEAD AVIGATION EASEMENT AGREEMENT** ("Agreement") is entered this ___ day of _____, 2018, by and between the Sugar Grove Park District, an Illinois park district ("Grantor"), with an address of 61 South Main Street, Sugar Grove, Illinois 60554, and the City of Aurora, an Illinois home rule municipal corporation ("Grantee"), with an address of 44 East Downer Place, Aurora, Illinois 60507.

RECITALS

WHEREAS, Grantor is the fee owner of the following specifically described parcel of land situated in the City of Aurora, County of Kane, State of Illinois:

That part of the Southwest Fractional Quarter of Section 7, Township 38 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois, more particularly described as follows.

Commencing at the Northwest corner of the Southwest Fractional Quarter of Section 7, Township 38 North, Range 7 East of the Third Principal Meridian; thence North 89 degrees 35 minutes 16 seconds East along the North line of said Southwest Fractional Quarter, 286.50 feet to the Point of Beginning; thence continuing North 89 degrees 35 minutes 16 seconds East, 1383.22 feet to the Northeast corner of said Southwest Fractional Quarter; thence South 00 degrees 35 minutes 03 seconds East along the East line of said Southwest Fractional Quarter, 1070.00 feet; thence South 89 degrees 35 minutes 16 seconds West, 712.41; thence North 32 degrees 37 minutes 11 seconds West; 61.09 feet; thence Northwesterly on a curve to the left having a radius of 494.40 feet, an arc length of 638.91 feet, the chord of said curve bears North 32 degrees 37 minutes 11 seconds West a distance of 595.37 feet; thence North 32 degrees 37 minutes 11 seconds West, 608.13 feet to the Point of Beginning

as depicted on the map attached here to as Exhibit 1 and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantor desires to grant an overhead avigation easement to Grantee over Grantor's Property on the terms set forth in this Agreement;

NOW, THEREFORE, Grantor and Grantee agree as follows in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged:

Section 1. Grant of Avigation Easement. In consideration of the payment to Grantor by Grantee of the sum of Ten and No/100 Dollars (\$10.00), the Grantor, for itself, its successors and assigns, do hereby grant, bargain, sell and convey unto Grantee, and it's successor and assigns, for the use and benefit of the public, an avigation easement and right of way ("Easement"), appurtenant to the Aurora Municipal Airport for the unobstructed passage of all "aircraft," as defined in this Section 1 below, by whomever owned and operated, in and through the following described airspace above Grantor's Property:

Above an imaginary plane (Part 77 Transition Surface) rising and extending in a general Easterly direction over Grantor's property, at a rate of one foot vertically for each 7 feet horizontally. The imaginary plane is outlined by Points 1, 2, 3, 4, 5, 6, and 7 on Exhibit 1. Elevation expressed in feet above mean sea level for those points as follow: Point 1 ground elevation 710', plane elevation 762'; Point 2 ground elevation 712', plane elevation 762', Point 3 ground elevation 716', plane elevation 747', Point 4 ground elevation 714', plane elevation 762', Point 5 ground elevation 714', plane

elevation 762', Point 6 ground elevation 710', plane elevation 848', Point 7 ground elevation 716', plane elevation 929' ("Easement Area").

The Easement shall be appurtenant to and for the benefit of the real property now known as the Aurora Municipal Airport including any additions thereto wherever located, hereafter made by Grantee, the City of Aurora, Illinois, or either of their successors or assigns, guests or invitees, including any and all persons, firms or corporations operating aircraft to or from the airport.

As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

Section 2. Scope of Easement. The Easement, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's property such noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft), fear, interference with sleep or communication, and any other effects that may be alleged to be incident to or caused by the normal operation of aircraft taking off, landing or operating in the vicinity of the Aurora Municipal Airport is hereby granted.

Section 3. Release. Grantor, and its successors and assigns, do hereby fully wave, remise and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor, assigns, officers, employees, and agents due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Aurora Municipal Airport.

Section 4. Limitation on Grantor's Use of Easement Area. Grantor and Grantee acknowledge that the Grantor uses the Easement Area for the following activities, all of which are and will continue to be permitted, subject to the provisions of this Agreement: baseball/softball, soccer, dog parks, and playground. Grantor shall keep the Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights: residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the Easement Area, or make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantor's Property so as to impair visibility in the vicinity of the Aurora Municipal Airport or so as to endanger the landing, taking off or maneuvering of aircraft. Grantors shall not hereafter use, nor permit, nor suffer use of the land, first above described, in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft. The Easement grants to Grantee the continuing right to prevent the erection or growth upon Grantor's Property of any building, structure, tree or other object, extending into the airspace above the aforesaid imaginary plane and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose. Grantor waives all damages and claims for damages caused or alleged to be caused by the Grantor's violation of any aspect of this Agreement. The Easement also permits Grantee the perpetual right of ingress and egress to the Easement Area, including the ground surface thereof, and the right to remove any new structure or vegetation extending into the airspace above the aforesaid imaginary plane.

Section 5. Term. This Agreement shall remain in effect until the Aurora Municipal Airport is abandoned and ceases to be used for public airport purposes.

Section 6. Covenant Running With The Land. This Agreement shall be recorded on title to the Grantor's Property with the Kane County Recorder, and it is understood and agreed that all provisions of

this Agreement shall run with the land of Grantor's Property and shall be binding upon the Grantor, and its successors and assigns.

IN WITNESS WHEREOF, the Grantor have hereunto set their hands this _____ day of _____, 20_____.

Grantor(s)

ACKNOWLEDGMENT

State of _____ }
 _____ }
 County of _____ }

BE IT REMEMBERED, that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public Embosser or Black Ink Rubber Stamp Seal	Use Rubber Stamp In Clear Area Below	
	Notary Public Signature	
	Typed or Printed Notary Public Name	
	My Commission Expires	

Footnotes:

In consideration of the premises and to assure Grantee of the continued benefits accorded it under this easement, **{Name of Mortgagee}**, owner and holder of a mortgage dated _____, and recorded _____ covering the premises above described, does hereby covenant and agree that said mortgage shall be subject to and subordinate to this Easement and the recording of this Easement shall have preference and precedence and shall be superior and prior in lien to said mortgage irrespective of the date of the making or recording of said mortgage instrument.

EXHIBIT C

Real Estate Sale Contract Template

(attached)

REAL ESTATE SALE CONTRACT
(the "Contract")

1. Sugar Grove Park District (the "**Purchaser**") agrees to purchase at a price of \$ _____ (the "**Purchase Price**") on the terms set forth herein, the following described real estate in _____ County, Illinois: a tract of land improved with a building located _____, the legal description of which is attached hereto as Exhibit 1 (the "**Property**").

2. _____ (the "**Seller**") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable _____ Deed (the "**Deed**") subject to the "**Permitted Exceptions**" (as defined in the attached "**Conditions and Stipulations**"), together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.

3. [Intentionally left blank]

4. Within _____ (__) days after the "Effective Date" (as defined in Section 8. below), Seller, at its cost and expense, shall deliver to Purchaser such survey of the Property (the "**Survey**"), prepared by a surveyor licensed by the State of Illinois, as Seller has in its possession. In the event that Purchaser requires extended coverage, the cost of revising the Survey to include Table A items shall be at the Purchaser's cost and expense.

Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and "**Title Commitment**" (as defined in the attached Conditions and Stipulations). At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

5. The time of closing (the "**Closing**") shall be on _____ (the "**Closing Date**") or on the date, if any, to which such time is extended by reason of paragraph 1 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____, provided title is shown to be good or is accepted by Purchaser.

6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.

8. This Contract shall be deemed dated and become effective on the date that the Seller's President and Clerk sign this Contract, which date shall be the date stated next to their signature (the "**Effective Date**").

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

SELLER:

By: _____
Name: _____
Title: _____

Executed by Seller on

PURCHASER:

By: _____
Name: _____
Title: _____

Executed by Purchaser on

CONDITIONS AND STIPULATIONS

1. Within _____ (____) days of the Effective Date, Seller, at its cost and expense, shall deliver to Purchaser, a title commitment issued by _____ (the "**Title Company**"), in the amount of _____ (\$_____), with extended coverage over the standard exceptions 1 through 5, if Purchaser's requires extended coverage and at the Purchaser's cost (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 201_ and 201_ general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Purchaser, (the "**Unpermitted Exceptions**"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter (the "**Purchaser's Objection Letter**") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days (the "**Extended Title Closing Date**") after Purchaser's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Seller shall pay the cost for any later date title commitments and Purchaser shall pay for the cost of the Proforma and later date to the Proforma Title Policy and any loan policy for Purchaser's Lender. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General land taxes shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained a exemption for payment of real estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 20____ and subsequent years.
3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

4. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.
5. Time is of the essence of this Contract.
6. 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 prepared, return receipt requested, if addressed to the parties as follows:

To Seller: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

With a copy to: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

To Purchaser: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

With a copy to: _____

ATTENTION: _____

PHONE: _____

FAX: _____

EMAIL: _____

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

7. The parties acknowledge that as the Seller is 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). Seller is obligated to 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.
8. As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the Mayor and City Council of the Seller. The Purchaser will be notified, in writing, with such approval within twenty-five (25) days of the Effective Date. If such notice of approval is not so received, this Contract shall be null and void and of no further force and effect.
9. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
10. This Contract shall be subject to the terms and conditions of the "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SUGAR GROVE PARK DISTRICT IN REGARD TO THE USE AND CONVEYANCE OF PARCEL 33-2 OF THE AURORA MUNICIPAL AIRPORT" dated _____, 201_, (the "IGA"), and, to the extent of any conflict between the terms of this Contract and said IGA, the terms of the IGA shall control.
11. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate 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 this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
12. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 - Legal Description of Property

EXHIBIT 1
to the Real Estate Sale Contract

Legal Description of Property

(attached)