

REAL ESTATE SALE CONTRACT
(the "Contract")

1. Harner Family Properties, Inc. (the "**Purchaser**") agrees to purchase at a price of Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00) (the "**Purchase Price**") on the terms set forth herein, the following described real estate in Kane County, Illinois: a tract of land improved with a building commonly known as Parcel 10-2 and 11-2 of the Aurora Municipal Airport, the legal description of which is attached hereto as Exhibit 1 (the "**Property**").
2. The City of Aurora, an Illinois municipal corporation, (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 quitclaim 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. The time of closing (the "**Closing**") shall be April 15, 2018 (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 Chicago Title Insurance Company, provided title is shown to be good or is accepted by Purchaser.
5. 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.
6. 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.
7. This Contract shall be deemed dated and become effective on the date that the Seller's Mayor signs this Contract, which date shall be the date stated next to his 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 seven (7) days of the Effective Date, Seller, at its cost and expense, shall deliver to Purchaser, a title commitment issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), with extended coverage over the standard exceptions 1 through 5, if Purchaser 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) 2017 and 2018 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 fifteen (15) 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. The Property is being sold as-is, where-is, with no warranties or representations of any kind, including environmental.
3. At closing, the Purchaser shall deliver to the seller for recording an executed Overhead Avigation Easement, in the form attached hereto as Exhibit 2. The Seller shall have no obligation to convey the Property to the Purchaser until such time as the Overhead Avigation Easement is delivered to the Seller.

4. 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, 2018 and subsequent years.
5. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
6. 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.
7. Time is of the essence of this Contract.
8. 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: City of Aurora Legal Department
 44 E. Downer Place
 Aurora, Illinois 60507
 ATTENTION: Richard Veenstra, City Attorney
 PHONE: (630) 256-3060
 FAX: (630) 256-3069
 EMAIL: RVeenstra@aurora-il.org

With a copy to: KLEIN, THORPE & JENKINS, LTD.
 20 N. Wacker Drive, Suite 1660
 Chicago, Illinois 60606
 ATTENTION: Jason A. Guisinger
 PHONE: (312) 984-6462
 FAX: (312) 984-6444
 EMAIL: jaguisinger@ktjlaw.com

To Purchaser: Harner Family Properties, Inc.
10 W. State Street
North Aurora, Illinois 60542
ATTENTION: Joanne R. Binkley

With a copy to: Gerald K. Hodges
2114 Deerpath Road
Aurora, Illinois 60506
PHONE: (630) 907-0909
FAX: (630) 907-0913
EMAIL: ghodge@KFKLLAW.COM

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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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 2 – Overhead Avigation Agreement

EXHIBIT 1
to the Real Estate Sale Contract

Legal Description of Property

Part of the Northeast Quarter of Section 18, Township 38 North, Range 7 East of the Fourth Principal Meridian, Kane County, Illinois.

Commencing at the Northwest corner of said Northeast Quarter of Section 18; thence North 89 degrees 34 minutes 19 seconds East along the North line of said Northeast Quarter, a distance of 133.53 feet to the Point of Beginning; thence North 89 degrees 34 minutes 19 seconds East along said North Line, a distance of 868.30 feet; thence 75.00 feet along a curve concave to the Southeast, having a radius of 508.72 feet, a central angle of 8 degrees 26 minutes 50 seconds and the long chord of said bears South 63 degrees 42 minutes 36 seconds West, a chord distance of 74.93 feet; thence South 59 degrees 29 minutes 12 seconds West, a distance of 204.31 feet; thence South 30 degrees 30 minutes 48 seconds East, a distance of 1.00 foot; thence South 59 degrees 29 minutes 12 seconds West, a distance of 16.00 feet; thence North 30 degrees 30 minutes 48 seconds West, a distance of 1.00 foot; thence South 59 degrees 29 minutes 12 seconds West, a distance of 28.95 feet; thence 650.32 feet along a curve concave to the North, having a radius of 426.72 feet, a central angle of 87 degrees 19 minutes 08 seconds and the long chord of said curve bears North 76 degrees 51 minutes 15 seconds West, a chord distance of 589.19 feet; thence North 33 degrees 11 minutes 41 seconds West, a distance of 23.02 feet to the Point of Beginning, containing 2.759 acres, more or less.

EXHIBIT 2
to Real Estate Sale Contract

Overhead Avigation Easement
(attached)

OVERHEAD AVIGATION EASEMENT AGREEMENT
(PARCEL 10-2 and PARCEL 11-2)

This **OVERHEAD AVIGATION EASEMENT AGREEMENT** ("Agreement") is entered this ___ day of _____, 2018, by and between Harner Family Properties, Inc., an Illinois business corporation ("Grantor"), with an address of 10 W. State Street, North Aurora, Illinois 60542 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:

Part of the Northeast Quarter of Section 18, Township 38 North, Range 7 East of the Fourth Principal Meridian, Kane County, Illinois.

Commencing at the Northwest corner of said Northeast Quarter of Section 18; thence North 89 degrees 34 minutes 19 seconds East along the North line of said Northeast Quarter, a distance of 133.53 feet to the Point of Beginning; thence North 89 degrees 34 minutes 19 seconds East along said North Line, a distance of 868.30 feet; thence 75.00 feet along a curve concave to the Southeast, having a radius of 508.72 feet, a central angle of 8 degrees 26 minutes 50 seconds and the long chord of said bears South 63 degrees 42 minutes 36 seconds West, a chord distance of 74.93 feet; thence South 59 degrees 29 minutes 12 seconds West, a distance of 204.31 feet; thence South 30 degrees 30 minutes 48 seconds East, a distance of 1.00 foot; thence South 59 degrees 29 minutes 12 seconds West, a distance of 16.00 feet; thence North 30 degrees 30 minutes 48 seconds West, a distance of 1.00 foot; thence South 59 degrees 29 minutes 12 seconds West, a distance of 28.95 feet; thence 650.32 feet along a curve concave to the North, having a radius of 426.72 feet, a central angle of 87 degrees 19 minutes 08 seconds and the long chord of said curve bears North 76 degrees 51 minutes 15 seconds West, a chord distance of 589.19 feet; thence North 33 degrees 11 minutes 41 seconds West, a distance of 23.02 feet to the Point of Beginning, containing 2.759 acres, more or less; and

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 Grantors' property, at a rate of one foot vertically for each 7 feet horizontally. The imaginary plane is outlined by Points 1, 2, 3, 4, and 5 on Exhibit 1. Elevation expressed in feet above mean sea level for those points as follow:

Point 1 ground elevation 700', plane elevation 737'; Point 2 ground elevation 708', plane elevation 800', Point 3 ground elevation 710', plane elevation 840', Point 4 ground elevation 704', plane elevation 786', Point 5 ground elevation 700', plane elevation 749' ("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. Within the Easement Area, Grantor agrees to not, construct, erect, suffer to permit or allow any structure or trees. Grantor shall not permit any places of public assembly or gatherings within the Easement Area, such as, but not limited to, churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc. 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 now upon, or 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 _____, 2018.

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.