

## REAL ESTATE PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **VILLAGE OF ORLAND PARK**, an Illinois home rule municipal corporation ("Seller"), and the **ORLAND FIRE PROTECTION DISTRICT**, an Illinois Fire Protection District ("Purchaser").

### **WITNESSETH:**

**WHEREAS**, Seller currently holds legal title to a parcel of real estate and appurtenant rights thereto located in proximity to the northwest corner of Ravinia Avenue and 151st Street, Orland Park, Illinois, legally described in EXHIBIT A attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

#### **1. AGREEMENT TO PURCHASE**

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, the Property under the terms and for the purchase price set forth hereinbelow.

#### **2. EARNEST MONEY**

Within three (3) business days following the execution of this Agreement by Purchaser and Seller, Purchaser shall deliver the sum of TWO THOUSAND (\$2,000.00) DOLLARS (the "Earnest Money"), as earnest money for the purchase of the Property. The Earnest Money shall be deposited with the Seller, to be held by the Seller in escrow for the mutual benefit of the parties hereto. The Earnest Money shall be held in the manner and in accordance with the terms

of this Agreement and applied to the amount due under Section 3 hereof at the closing of the transaction hereby contemplated (the "Closing").

### **3. PURCHASE PRICE**

The total purchase price (the "Purchase Price") to be paid to Seller by Purchaser for the Property shall be SIXTY-EIGHT THOUSAND FIVE HUNDRED (\$68,500.00) DOLLARS, which amount, less earnest money paid, shall be payable at Closing.

### **4. CONVEYANCE**

Conveyance by Seller to Purchaser of the Property shall be by special warranty deed in recordable form, and such deed shall convey to Purchaser good and marketable title in fee simple to the Property, subject to Permitted Exceptions as hereinafter defined.

### **5. TITLE**

(a) Seller shall deliver or cause to be delivered to Purchaser, at the expense of the Seller, not less than twenty (20) days prior to the "Closing Date" (as hereinafter defined), a preliminary title report (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), together with copies of all the documents referred to therein, showing title to the Property in Seller, subject only to public and utility easements, roads and highways (if any) and current general taxes (if not shown "Exempt"), and any additional exceptions approved in writing by Purchaser (hereinafter collectively called "Permitted Exceptions").

(b) Seller, at its expense, shall deliver or cause the Title Company to deliver (or commit to deliver) to Purchaser, prior to the disbursement by the Title Company of the Purchase Price, an Owner's Title Insurance Policy (the "Title Policy") in the amount of the Purchase Price, issued by the Title Company, containing no exceptions other than the Permitted Exceptions and including ALTA extended coverage over general exceptions (provided Purchaser shall bear the

cost of the ALTA survey in order to obtain such extended coverage), insuring fee simple title to the Property in Purchaser;

(c) If the Title Commitment discloses exceptions to title other than the Permitted Exceptions, Seller shall have until Closing to have those unpermitted exceptions or defects removed or to obtain the commitment, reasonably acceptable to Purchaser and its mortgage lender, if any, of the Title Company to insure Purchaser against loss or damage which may be occasioned thereby ("cured") and if Seller does not cause such unpermitted exceptions or defects to be cured within such time period, then Purchaser, by written notice to Seller given at Closing, may elect either (i) to take title as it then is and deduct from the Purchase Price such amounts which will discharge any unpermitted liens or encumbrances of a definite or ascertainable amount; or (ii) to accept title subject to the then undischarged or unsatisfied, uncured or uncorrected, or uninsured permitted exceptions, in which case such unpermitted exceptions shall be deemed Permitted Exceptions and the transaction hereby contemplated shall be consummated at the Closing, without adjustment of the Purchase Price or payment of consideration of any kind on account of such unpermitted exceptions; or (iii) to terminate this Agreement, in which event the Earnest Money shall be promptly returned to Purchaser, and Seller and Purchaser shall be released and discharged of and from its respective obligations under this Agreement, except that the covenant of Seller contained in Section 10(c) shall survive and shall be and remain in full force and effect, and the covenants of Purchaser contained in Section 8 and 10(c) shall survive and shall be and remain in full force and effect.

(d) The acceptance by Purchaser of the special warranty deed at the Closing shall be conclusive evidence of the acceptability to Purchaser of title to the Property, subject only to the exceptions, qualifications and limitations then shown in the Title Policy.

## 6. SURVEY

(a) Purchaser may obtain at its sole cost and expense, not less than twenty (20) days prior to the Closing Date, an ALTA survey of the Property prepared by a surveyor registered in the State of Illinois and dated not later than six (6) months prior to the date hereof. Said survey shall be certified to Purchaser and its mortgage lender, if any, and shall show and disclose in detail all easements located on the Property.

(b) In the event the Survey shows an encroachment over a building, set-back or property line or a prohibited encroachment over any easement (collectively "Survey Defect"), Seller shall, at Seller's expense, at or prior to the Closing, either (i) remove or correct such Survey Defects, or (ii) obtain the commitment, reasonably acceptable to Purchaser and its mortgage lender, if any, of the Title Company to insure Purchaser against loss or damage which may be occasioned thereby. If any Survey Defects are not so removed, corrected or insured over by the Title Company, Purchaser may elect, by written notice from Purchaser to Seller at or prior to the Closing, either (i) to accept the Survey as it is and the transaction hereby contemplated shall be consummated at the Closing, without adjustment of the Purchase Price or payment of consideration of any kind on account of such Survey Defects, or (ii) to terminate this Agreement, in which event the Earnest Money shall be promptly returned to Purchaser, and Seller and Purchaser shall be released and discharged of and from its respective obligations under this Agreement except that the covenant of Seller contained in Section 10(c) shall survive and shall be and remain in full force and effect, and the covenants of Purchaser contained in Section 8 and 10(c) shall survive and shall be and remain in full force and effect.

## 7. PURCHASER'S CONTINGENCIES

This Agreement and Purchaser's obligations hereunder are subject to the condition that at or prior to the Closing, the following events, development approvals and permits shall have

occurred, been granted or issued; provided that, to the extent such development approvals or permits are to be granted or issued based upon submissions to be prepared by Purchaser, Purchaser has commenced, or as soon as is practicable after the execution of this Agreement will commence, and will diligently prosecute such required development approvals and permits:

(a) Seller, in its sole discretion, shall have approved Purchaser's plans and specifications for the construction of an expanded Administration Building and parking lot and related site improvements and appurtenances (the "Project").

(b) Seller shall be prepared to issue all permits necessary for the construction of the Project based upon the plans and specifications approved by Seller and shall have provided written assurance to Purchaser that, upon taking title to the Property, Purchaser will be permitted to commence construction of the Project and that occupancy permits will be issued upon completion in accordance with Seller's Building Code and Ordinances and in accordance with Purchaser's approved Plans and Specifications;

(c) Seller, in its sole discretion, shall have approved a final Site Plan, including Landscape Plan, pertaining to the Property (the "Final Plan");

(d) If required, Seller shall have adopted an ordinance which grants to Purchaser a Special Use Permit or variance which allows the Project;

(e) Seller shall have issued to Purchaser water connection and sanitary and storm sewer connection permits in accordance with plans and specifications approved by Seller and in accordance with fee schedules and other established requirements as may be necessary; and

(f) Seller shall have performed all of its obligations which are required hereunder to be performed prior to the Closing.

Purchaser may terminate this Agreement by written notice to Seller given at least five (5) days prior to Closing if any one or more of the specified contingencies are not satisfied, in which

case the Earnest Money shall be returned promptly to Purchaser, and Seller and Purchaser shall be released and discharged of and from its respective obligations under this Agreement, except that the covenant of Seller contained in Section 10(c) shall survive and shall be and remain in full force and effect, and the covenants of Purchaser contained in Sections 8 and 10(c) shall survive and shall be and remain in full force and effect. If Purchaser shall fail for any reason to exercise its right to terminate this Agreement for failure of the satisfaction of any of the contingencies set forth in this Section 7 within the required time period, all right of Purchaser to so terminate for such failure shall be deemed conclusively to have been waived by Purchaser, in whole or in part, in its discretion. Seller shall have no right to terminate or rescind this Agreement if such contingencies are not satisfied.

#### **8. INSPECTION PERIOD**

(a) During the 30-day period commencing with the date following the date of this Agreement, Purchaser shall be entitled to (i) enter upon the Property, on reasonable notice to Seller, to perform inspections of the Property, including soil tests, engineering tests and an environmental audit, as Purchaser deems advisable, and (ii) make investigations with regard to zoning and building code requirements, environmental matters and such other matters applicable to the Property as Purchaser deems advisable ("Purchaser's Pre-Closing Activities").

(b) If Purchaser in its sole but reasonable discretion determines that the result of any inspection, test, examination, verification or investigation performed is unacceptable or unsatisfactory, Purchaser may terminate this Agreement by written notice to Seller (along with accurate copies of any and all written results of the tests, audits, etc.) given on or before three (3) business days after the expiration of such 30-day period, in which event neither Purchaser nor Seller shall have any further liability to the other hereunder and the Earnest Money shall be promptly returned to Purchaser.

(c) Purchaser's Pre-Closing Activities shall be exercised and conducted, in all respects, in a commercially reasonable manner by Purchaser, its employees, agents and independent contractors.

(d) Purchaser shall, at Purchaser's expense, promptly cause (i) all borings to be plugged or capped in a safe manner, (ii) all property, if any, damaged or destroyed by Purchaser, its employees, agents and independent contractors to be repaired, restored or replaced, and (iii) all debris and significant accumulations of dirt, if any, and all underbrush cut or uprooted, if any, resulting from or in connection with Purchaser's Pre-Closing Activities to be removed from the Property.

(e) Purchaser hereby agrees to pay, and to indemnify, protect, save, defend and hold forever harmless, Seller, its officers, employees and agents, from and against all liabilities, obligations, claims, damages, judgments, awards, penalties, costs and expenses, including without limitation, court costs, reasonable expert witness fees and reasonable attorneys' fees and expenses, which Seller may incur, suffer or sustain, or for which Seller, its officers, employees or agents may become obligated or liable by reason of: (i) any breach or violation by Purchaser of the provisions of this Section 8; (ii) any injury to or death of persons or loss of or damage to property in connection with, or as a result of, any entry or entries upon, or use of, the Property by Purchaser pursuant to this Section 8; and (iii) any labor or services permitted or of any materials furnished by or for the account or benefit, or at the sufferance, of Purchaser in respect of the Property pursuant to this Section 8. In case any action, suit or proceeding is brought against Seller or any one or more of its officers, employees or agents, by reason or on account of any of the foregoing occurrences, Purchaser shall, at Purchaser's expense, resist and defend and cause to be resisted and defended, such action, suit or proceeding, by legal counsel engaged by Purchaser after consultation with, but not subject to the approval of, Seller.

(f) To the extent permitted by the laws of the State of Illinois, Purchaser, for themselves and for and on behalf of its employees, independent contractors, laborers and materialmen, hereby waive all claims of lien and all rights to claims of lien for any labor, services and material performed or furnished to the Property by Purchaser, its employees, contractors, laborers or material men pursuant to this Section 8.

## **9. COVENANTS OF SELLER**

(a) Between the date of the execution of this Agreement and the Closing, Seller covenants and agrees that it shall not enter into any contracts or agreements, other than with Purchaser, for the sale of the Property or any portion thereof.

(b) Seller covenants and agrees that upon Purchaser's submission of properly completed applications therefor and its payment of the standard connection fee in accordance with the established fee schedules, Seller shall issue to Purchaser water connection and sanitary and storm sewer connection permits for the Property as may be necessary and in accordance with plans and specifications approved by Seller.

(c) Seller will vacate or otherwise terminate any and all easements in favor of the Village except (i) five (5) foot utility and drainage easements located as determined by the Village Engineer, and (ii) cross-access easement.

(d) Seller will require Purchaser to provide on-site water detention or retention in accordance with best storm water management practices and in accordance with engineering plans approved by the Seller.

## **10. REPRESENTATIONS AND WARRANTIES**

(a) Seller represents and warrants to, and covenants with, Purchaser that the following matters are true as of the date hereof and shall be true as of the date of Closing and shall be deemed remade as of Closing and shall survive Closing:



- (i) that to the best of Seller's knowledge the Property is not in violation of any applicable law, ordinance, order or regulation of any governmental or quasi-governmental agency having jurisdiction over the Property, and that no proceedings of any type (including condemnation or similar proceedings) have been instituted against the Property;
- (ii) that there are no presently pending special assessments of any nature with respect to the Property, nor does Seller have knowledge of any special assessments being contemplated excluding special service area taxes;
- (iii) that there are no leases or other agreements for occupancy in effect with respect to the Property;
- (iv) that there are no outstanding contracts for the purchase of the Property or any portion thereof;
- (v) that public roads, water, sewer, gas, electricity and other utilities to serve the Property are available by facilities of public utilities in public road beds or through easements for public utilities;
- (vi) that to Seller's actual knowledge, no notices have been served by any governmental authority or agency of competent jurisdiction pertaining to the presence of "Hazardous Substances" (as hereinafter defined) or underground storage tanks on the Property or any part thereof. For purposes of this Agreement, "Hazardous Substances" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any so-called Superfund or Superlien law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any

hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material; and

(vii) Seller has full power and authority to enter into this Agreement and this Agreement is fully binding upon, and enforceable against, Seller in accordance with its terms.

(b) Purchaser represents and warrants to and covenants with Seller that this Agreement has been duly and validly executed and delivered by Purchaser, and this Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally). The continued validity in all respects of the representations and warranties set forth in this Section 10(b) shall be a condition precedent to Seller's obligation to close the transaction hereby contemplated.

(c) Purchaser and Seller each represent and warrant to the other that they have not dealt with any broker or finder with respect to the transaction contemplated by this Agreement. Seller and Purchaser shall each indemnify and hold harmless the other from any loss, cost or expense (including attorneys' fees) resulting from any claim by any broker, finder or agent claiming to have dealt with the indemnifying party with respect to this transaction.

(d) Except as otherwise expressly provided in this Agreement, and except in the case of fraud, no representations, covenants or other obligations of Seller or Purchaser set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after Closing. The representations, warranties, covenants or other obligations of Seller contained in the following Sections of this Agreement shall survive the Closing: 9(b) and 10(c), which shall survive indefinitely, and 10(a), which shall survive until the first anniversary of the Closing

Date. The representations, warranties, covenants or other obligations of Purchaser contained in the following Sections of the Agreement shall survive the Closing: 8 and 10(c), which shall survive indefinitely, and 8 and 10(b) which shall survive until the first anniversary of the Closing Date.

(e) Except as specifically stated in this Agreement, Purchaser is purchasing the Property "as is" and no representation, warranty, covenant or inducement of any kind, express or implied, has been made by Seller or relied upon by Purchaser as to (i) the compliance of the property, in its current or any future state, with statutes, laws, ordinances, rules, regulations and orders of governmental or quasi-governmental bodies, authorities or agencies, (ii) the ability to obtain changes in laws, ordinances, rules and regulations of governmental or quasi-governmental bodies, authorities or agencies, (iii) the current or future zoning, development or use of the Property, (iv) the presence or absence of any laws, statutes, ordinances, rules or regulations or any governmental or quasi-governmental bodies, authorities or agencies or any violations thereof, (v) the condition, use or quality of the Property or any part thereof, (vi) the marketability of title to the Property or any part thereof, (vii) the presence or absence of hazardous or toxic substances or underground storage tanks on the Property, and (viii) any other matter. Purchaser may rely on Seller's representations and warranties regardless of the extent of any investigation conducted by Purchaser under Section 8 hereof.

## **11. PROVISIONS WITH RESPECT TO CLOSING**

(a) Subject to the conditions precedent contained in this Agreement, including delivery of the Title Policy to Purchaser, the Closing shall take place on Wednesday, July 21, 2010, or earlier by written agreement of the parties (the "Closing Date"). The Closing shall be held at the office (Village Hall) of the Seller in Orland Park, Illinois. All the documents referred in to subsection (b) of this Section 11, the Purchase Price and possession of the Property shall be

delivered on the Closing Date. On the Closing Date when the Title Company issues (or commits in writing to issue) its Title Policy pursuant to Section 5(b) hereof, and Seller shall deliver possession of the Property.

(b) At the Closing, Seller shall deliver the following original documents, unless otherwise specified, in accordance with this Agreement, all in form and substance reasonably satisfactory to Purchaser and in accordance with custom and practice in the Chicago, Illinois, metropolitan area:

- (i) Special Warranty Deed duly executed and acknowledged by Seller, stamped exempt from real estate transfer taxes, conveying to Purchaser title to the Property, in proper form for recording and subject only to the Permitted Exceptions;
- (ii) ALTA Statement and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;
- (iii) A certificate in the form prescribed by Section 1445 of the Internal Revenue Code of 1954 and the regulations promulgated thereunder;
- (iv) The disclosure form required by the Illinois Responsible Property Transfer Act if required by law with respect to the Property or if required by Purchaser's mortgage lender, if any; provided, however, that Purchaser and Seller agree that they shall not record such disclosure form in the Office of the Recorder of Deeds of Cook County, Illinois, or file it with the Illinois Environmental Protection Agency if all questions on such form pertaining to the existence of hazardous substances or underground storage tanks on the Property are answered in the negative;
- (v) An affidavit of title in customary form;
- (vi) A counterpart of a statement showing all prorations, adjustments and credits made and determined as provided in this Agreement (the "Closing Statement");

(vii) Such other documents executed by Seller as shall be reasonably required to effect the transactions provided for in this Agreement.

(c) At the Closing, Purchaser shall deliver the following funds and original documents, unless otherwise specified, in accordance with this Agreement, all in form and substance reasonably satisfactory to Seller and in accordance with custom and practice in the Chicago, Illinois, metropolitan area:

(i) The balance of the Purchase Price by certified check or checks of Purchaser drawn on any bank, savings bank, trust company or savings association having a banking office in the State of Illinois; by official bank check drawn by any such banking or savings institution; or by wire transfer, in immediately available federal funds, to an account in the name of Seller;

(ii) ALTA Statement;

(iii) A counterpart of the Closing Statement;

(iv) Such other documents executed by Purchaser as shall be reasonably required to effect the transactions provided for in this Agreement.

(d) At Closing, Seller shall pay all costs incurred in connection with the Title Commitment, the Title Policy and title endorsements obtained pursuant to Section 5(c) or 6(b) hereof, and recording releases of any existing liens. Purchaser shall pay all fees for recording the deed and any mortgage, if any.

## 12. ADJUSTMENTS

(a) Seller represents and warrants that as of the Closing no general real estate taxes are assessed against the Property and Seller shall file a certificate of exemption for the Property for 2010 to the extent it is the owner of the Property during such year and, to the extent it has not already done so, for all prior years during which Seller owned the Property, in all cases in

accordance with applicable law. Seller agrees to save, defend, indemnify, reimburse and hold Purchaser harmless from any liability, damage, penalties, suits, costs or expenses (including reasonable attorney's fees) incurred or sustained by Purchaser by reason of any charge or assessment of real estate taxes against the Property appurtenant to any time prior to the date of Closing hereunder.

(b) All prorations, adjustments, and credits, made and determined as provided herein, shall be final as of the Closing.

### 13. REMEDIES

(a) If Seller should breach any of its covenants, representations or warranties contained in this Agreement or should fail to consummate the sale contemplated herein for any reason other than Purchaser's default hereunder, Purchaser shall have the right, after giving Seller not less than ten (10) days' written notice of such default, if such default still remains uncured after the notice period, (i)(1) to enforce specific performance of this Agreement and recover its costs (including without limitation attorneys' fees) in so obtaining specific performance, and/or (2) without waiving or limiting any of its rights hereunder, to cure any such breach on Seller's behalf and in Seller's name, in which case, at Purchaser's option (A) Seller shall promptly reimburse Purchaser for the cost of curing such breach, or (B) Purchaser may deduct such cost from the Purchase Price payable upon Closing; or (ii)(1) to terminate this Agreement in which case the Earnest Money shall be returned to Purchaser, and/or (2) to collect from Seller actual costs and expenses incurred in connection with the transaction contemplated hereby, and/or (3) to avail themselves of any other rights and remedies available to Purchaser at law or in equity as a result of such default by Seller.

(b) If Purchaser should breach any of its covenants, representations or warranties contained in this Agreement or should fail to consummate the sale contemplated here for any

reason other than Seller's default hereunder, Seller shall have the right, after giving Purchaser not less than ten (10) days' written notice of such default, if such default still remains uncured after the notice period, to terminate this Agreement in which case the Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole remedy hereunder.

**14. MODIFICATIONS, WAIVERS, ETC.**

(a) Purchaser reserves the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein shall be valid unless the same is in writing and signed by the party against which the enforcement of such modifications, waiver, amendment, discharge or change is sought.

(b) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

**15. NOTICES**

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served when delivered, if delivered by hand to the party to whose attention it is directed, or, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Seller:

VILLAGE OF ORLAND PARK  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
Attn: Village Manager

If intended for Purchaser:

ORLAND FIRE PROTECTION DISTRICT  
9788 W. 151<sup>st</sup> Street  
Orland Park, Illinois 60462  
Attn: Fire Chief

and shall be deemed to have been duly given or made on the date of mailing; provided, however, that either party may change its address for purposes of receipt of any such communication by giving ten (10) days' written notice of such change to the other party in the manner above prescribed. Purchaser shall notify Seller in writing of the address of any assignee of Purchaser's rights in this Agreement permitted pursuant to Section 16(b) below.

**16. MISCELLANEOUS**

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and its respective successors and assigns; provided, however, that Purchaser may not assign its rights hereunder without Seller's prior written consent.

(b) Purchaser shall not have the right to make any transfers or assignments of this Agreement or any right or interest herein without the prior written consent of Seller, which consent may be withheld or refused by Seller in its absolute and exclusive discretion, and any purported assignment or transfer thereof by Purchaser, without the prior written consent of Seller, shall not vest in the transferee or assignee any right, title or interest herein or in the Property and, unless such purported assignment or transfer is waived in writing by Seller, shall constitute a default on the part of the Purchaser.

(c) In the event that, with the prior written consent of Seller, Purchaser shall assign or transfer this Agreement or any right or interest herein, (i) the transferee or assignee shall, by instrument satisfactory to Seller in its absolute and exclusive discretion, assume and agree to pay, perform and observe all the covenants, agreements and obligations of Purchaser under this Agreement, and (ii) Purchaser shall not be principal obligor and not act as surety, for the



payment, performance and observance of all the covenants, agreements and obligations of Purchaser under this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(e) Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

(g) Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by its respective duly authorized officers as of the date first written above.

**SELLER:**

**VILLAGE OF ORLAND PARK, an Illinois  
home rule municipal corporation**

By: \_\_\_\_\_  
**Village President**

**Attest:**

\_\_\_\_\_  
**Village Clerk**

**PURCHASER:**

**ORLAND FIRE PROTECTION DISTRICT,  
an Illinois Fire Protection District**

By:     *Martin E. McGill*      
Its President Pro Tem

**Attest:**

    *Salvatore R. Cocciato*      
Its Secretary