

TERMS AND CONDITIONS

In addition to the Terms and Conditions contained in the Notice of Sale, the following basic Terms and Conditions hereby expressly apply to the sale of each of the two (2) properties, and with the submittal of its bid, the bidder (hereinafter "Buyer") shall be deemed to enter into a binding agreement with the Village of Orland Park (hereinafter "Seller") incorporating these Terms and Conditions. Seller reserves the right to agree on further customary and reasonable procedures with Buyer in this matter regarding the proper investigation of each of the 2 properties being sold (hereinafter "Real Estate"), necessary representations regarding the title to the Real Estate and the procedures to be followed in the structuring and timing of this sale, said agreement to be completed within 14 days following the opening of the bids and award of the contract.

1. **“As is” Sale.** The Real Estate (i.e. each of the 2 properties) shall be sold in its entirety as a parcel, “as is” and “where is” by sealed bid, subject only to the Terms and Conditions set forth herein and in the Notice of Sale.
2. **Tender of Bids.** Bids shall be made in an envelope and shall be sealed. The envelope shall bear the words “Village of Orland Park Property Bid” and shall be addressed to the “Office of the Village Clerk” at 14700 South Ravinia Avenue, Orland Park, Illinois, 60462. No facsimile bids will be accepted.
3. **Purchase Price.** The sale will be for cash, with an earnest money deposit of five percent (5%) of the amount of the bid payable at the time of the bid opening, to be increased to ten percent (10%) of the amount of the bid payable at the time of contract signing, as earnest money and the balance of the purchase price payable at closing. The minimum sale price for the property commonly known as 15160 Royal Foxhunt shall be TWO HUNDRED NINETY-FIVE

THOUSAND DOLLARS (\$295,000.00) and for the property commonly known as 15155 Windsor Drive shall be THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000.00). The earnest money (including the bid deposit) and the balance of the purchase price shall be paid in the form of a Certified Check or a Cashier's Check made payable to the Village of Orland Park. The Seller will utilize a mutually agreed upon interest-bearing joint order escrow account/agent for the deposit of the earnest money, closing documents and purchase funds, the cost of said escrow to be divided equally between the Seller and Buyer. The Buyer and Seller shall execute an escrow agreement in conformance with these Terms and Conditions. The Buyer shall determine an appropriate investment for such escrow funds, will be entitled to all interest/earnings on the escrow funds and the parties will comply with the necessary requirements of such an escrow arrangement. Prior to submitting its bid, Buyer will determine and arrange for the source of conventional mortgage financing for this purchase. If Buyer requires mortgage financing, at the time of submitting its bid, Buyer shall have been pre-approved for conventional mortgage financing by a qualified lending institution and Buyer will have thirty (30) days to finalize those arrangements following the acceptance of its bid. Buyer agrees to pursue any necessary financing with due diligence, said date subject to reasonable extension, in the sole discretion of the Seller, upon a showing of need by Buyer. Failure to consummate this transaction shall result in forfeiture of the earnest money to the Seller.

4. **Information or Documentation.** To request any information or documents from the Seller, or to make arrangements to conduct a home inspection of the Real Estate, bidders should contact the office of Ms. Ellen Baer, Assistant Orland Park Village Manager, 14700 South Ravinia Avenue, Orland Park, Illinois, 60462, at (708) 403-6155.

5. **Title.** Seller shall deliver to the escrow agent at closing, a deed to the Real Estate in substantial conformance with the statutory form of corporate deed, consistent with Seller's statutory authority, transferring Seller's complete interest in the Real Estate to Buyer.

6. **Closing and Possession.** Closing shall occur at the office of the escrow agent on Friday, October 24, 2007, or at a time (or an earlier date) mutually agreed to by Buyer and Seller, subject to the Terms and Conditions herein, or in the absence of such mutual agreement at a reasonable time set by Seller, subject to 8. below, extending the time for closing under the circumstances therein set forth. At the closing, Seller shall deposit with the escrow agent the deed referred to in 5. above, along with all other customary documents necessary to transfer to Buyer fee simple title to the Real Estate and to cause the title insurer to issue its owners' title insurance policy as hereinafter provided. Buyer shall simultaneously deposit the full balance of the purchase price, plus or minus customary prorations. Except for reasons established in these Terms and Conditions for termination of the sale, the escrow shall not be subject to cancellation by either party. Possession will be delivered to Buyer at the time of closing.

7. **Survey.** At Buyer's option and cost, it may obtain a current survey of the Real Estate. Said Survey must be completed no later than 30 days following the acceptance of the bid in this matter. Buyer shall notify Seller in writing, within 5 days of completion of survey, of any conditions that impair the marketability of the Real Estate. Seller shall then have 15 days to remove such conditions (extending the closing, as may be needed). If the defects cannot be cured or removed within 15 days, Buyer, at its option, may terminate this sale, or may notify Seller of its election to accept the Real Estate with such defects and proceed with the sale. If this sale is terminated under this paragraph, the earnest money shall be returned to the Buyer with no further obligation by either party in this matter.

8. **Title Insurance.** Seller shall deliver or cause to be delivered to Buyer, not less than ten days prior to the time of closing, a commitment for title insurance covering the Real Estate from Chicago Title Insurance Co. (or a comparable title company licensed in Illinois, in the discretion of the Seller). The cost for title insurance in this matter will be borne by the Seller. In either case, the Title Insurance shall be in the amount of the purchase price, covering title to the Real Estate on or after the date of the acceptance of this bid, showing title in the Seller subject only to the exceptions stated in the title policy. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Buyer an affidavit of title in customary form for title insurance purposes covering the date of closing and showing title in Seller subject only to the exceptions stated in the title commitment. If the title commitment discloses unpermitted exceptions that render the title unmarketable, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions and, in such event, the time of closing shall be within twenty (20) days thereafter or at such other reasonable time and place set by Seller. If Seller fails to have the exceptions removed or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Buyer may terminate the sale or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, the sale shall become null and void without further action of the parties or remedy to Buyer except for return of the earnest money.

9. **Stamp/Transfer/Real Estate Taxes.** This transaction is exempt from any State or local revenue stamp taxes on the transfer of title. However, Seller shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Seller hereby represents that the Real Estate is currently exempt from general real estate taxes, but agrees to the customary proration of any taxes at closing.

10. **Property Sold "As Is, Where Is".** Except as is otherwise expressly set forth in this paragraph, the Real Estate, including the land, improvements and any personal property, shall be conveyed or transferred to Buyer on an 'as is, where is' basis without any representations or warranties of any kind, express or implied, either oral or written, made by the Seller or any agent or representative of the Seller with respect to the physical, environmental or structural condition of the property, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of hazardous substances in, on, under, or affecting the Real Estate. Except as is otherwise expressly set forth in these Terms and Conditions, neither the Seller nor any agent or employee of the Seller has made or hereby makes any warranty or representation whatsoever, and the Seller and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition or improvements, quality or merchantability of the property or any portion thereof. The Buyer agrees to take the Real Estate, as is, where is, and in so agreeing, the Buyer acknowledges and represents that Buyer has inspected or will inspect the Real Estate and has made or will make such inspection as Buyer deems appropriate into the conditions affecting the Real Estate, including without limitation, the conditions described above. In so doing, the Buyer represents that Buyer has retained or will retain, at Buyer's sole cost and expense, such experts and

consultants to assist in such inspection and investigation as Buyer has deemed or will deem appropriate. In agreeing to purchase the Real Estate 'as is, where is' and without representation or warranty, express or implied, oral or written, except as expressly set forth in these Terms and Conditions, the Buyer acknowledges and represents that Buyer has factored the 'as is, where is' condition of the Real Estate into the price the Buyer hereby agreed to pay for the Real Estate, and is satisfied with the same. Buyer reserves the right to inspect/examine the Real Estate as provided herein below and to exercise the rights provided herein below based upon such inspection.

11. **Inspection of Property.** It shall be Buyer's sole responsibility to conduct any and all necessary assessments of the Real Estate to satisfy itself as to the suitability of the Real Estate for its intended purpose. Such responsibility to inspect shall extend to all matters, including, but not limited to, street access, availability of utility services, any and all environmental conditions, and any and all zoning or building code issues related to the use of the Real Estate.

A. Seller agrees that Buyer and its contractors, subcontractors and their respective employees (collectively, "Buyer's Representatives") shall have the right to enter upon the Real Estate prior to the bid opening and on the date specified in the Notice of Sale to (i) inspect the Real Estate; and (ii) conduct reasonable tests thereon, and to make such other examinations with respect thereto as Buyer, or its counsel, Illinois licensed Home Inspector, engineer, surveyor or other representative may deem reasonably necessary; provided, however, Buyer shall not conduct any subsurface investigations of the Real Estate without Seller's prior written consent, which consent shall not be unreasonably withheld. Any tests, examinations or inspections of the Real Estate by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Real Estate shall be at the sole cost of Buyer, and shall be performed in a

manner which will not unreasonably interfere with Seller's ownership of the Real Estate or increase Seller's liability with respect to Seller's ownership of the Real Estate.

Buyer may engage only licensed, qualified, independent contractors, subcontractors or consultants to assist with any investigation of the Real Estate; however, no contractual, legal or other relationship will be created between Seller and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Seller to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant.

B. Buyer hereby agrees to indemnify, defend and save Seller harmless from and against any and all costs, liens losses, claims, liabilities or expenses relating to personal injury or property damage, including reasonable attorneys' fees and costs, arising out of or related to Buyer's or Buyer's Representatives' entry upon or activities at the Real Estate. This indemnity shall survive the closing date.

C. All activities undertaken by Buyer or Buyer's Representatives on the Real Estate shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Real Estate. Buyer shall be solely responsible for the off-site disposal of any samples taken or waste associated therewith.

D. Buyer and Buyer's Representatives hereby understand and agree that they shall enter upon the Real Estate at their own risk. Seller shall have no duty to inspect the Real Estate and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Real Estate or that might be incurred in the exercise of the rights granted herein.

E. If, after completing such inspection, Buyer is not satisfied with the Real Estate for any commercially reasonable reason, then Buyer may terminate this sale by giving written notice to Seller within 5 days after Buyer's inspection whereupon Buyer shall be entitled to the return of the earnest money. Thereafter, neither party shall have any further obligation hereunder except any indemnification liability Buyer may have under Paragraph 11 hereof. If Buyer does not purchase the Real Estate for any reason, Buyer, at its expense, shall restore the Real Estate to substantially the same condition as existed immediately prior to any changes made by Buyer.

F. Buyer further acknowledges that neither Seller nor any agent, employee or representative of Seller or any other person purporting to represent Seller has made, and Buyer has not been induced by nor relied upon, any statement, warranty or representation, whether express or implied, as to the environmental and physical condition of the Real Estate. Seller makes no representation as to the fitness of the Real Estate for any particular purposes. Buyer acknowledges that in making its decision to purchase the Real Estate it has relied on its own investigation of the physical and environmental condition of the Real Estate. Seller will not be obligated to, and will not pay any real estate broker's commission or fee. Buyer will be solely responsible for payment of any such commission or fee incurred on Buyer's behalf.

G. At the closing, Buyer shall execute the following recordable covenants binding Buyer and all successors in title as follows:

- a. The Buyer of the 15160 Royal Foxhunt property shall agree and covenant with the Seller to use all reasonable efforts to prevent any obstruction to the drainage swales serving the property;

- b. Reconstruct the driveway and grade around the 15160 Royal Foxhunt residence to a minimum elevation of 687 feet in accordance with engineering drawings and guidance from the Seller's Engineering/Public Works Department.
- c. The Buyer of the 15155 Windsor Drive property shall agree and covenant with the Seller to use all reasonable efforts to prevent any obstruction to the drainage swales serving the property and to allow the glass blocks which replace the east basement windows to remain in place.

12. **Government Notices.** Seller hereby states that it has not received, nor is Seller aware of any notices from any governmental entities regarding any defects on the Real Estate or requirements for any work to be completed.

13. **Default.** If the Buyer shall default, then at the option of the Seller, the earnest money shall be retained by the Seller as liquidated damages, and the sale as to the Buyer shall thereupon become null and void.

14. **Time is of the Essence.** Time shall be of the essence as to all matters provided for in these terms and conditions.

15. **Notices.** All notices or documents required to be provided pursuant to these Terms and Conditions shall be given or made by personal service upon the Buyer or Village Manager of the Village of Orland Park, or upon sending the same by registered or certified mail, postage prepaid, return receipt requested, to Buyer at the address to be provided at the time that the earnest money is paid to Seller, and to Seller addressed to the Village Manager, Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois, or to such other address of which the Buyer and Seller may give notice in the manner provided herein.

16. **Binding Nature of Terms.** These Terms and Conditions shall be binding upon Seller, and Buyer and their respective heirs, executors, administrators, successors and assigns.

17. **No Warranty or Representations.** All information about the Real Estate included in the Notice of Sale, these Terms and Conditions or otherwise provided by Seller is believed to be reliable, but is not guaranteed and no express or implied representations or warranties are made with regard to the Real Estate, its environmental condition, zoning, suitability for Buyer's intended use or matters relating thereto. All warranties with respect to the Real Estate are hereby disclaimed. Prospective bidders/buyers are urged to examine the Real Estate, the survey and the commitment for title insurance.

18. **Right to Reject Bids.** Seller reserves the right to waive irregularities, to continue the sale from time to time, to reject any or all bids, and to adjourn the sale.

DATED this 16th day of July, 2007.

**VILLAGE OF ORLAND PARK,
an Illinois municipal corporation,
Cook and Will Counties, Illinois.**

By: _____
R.J. Zeder, Village Manager