

RESOLUTION NO. 17-12

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ASSIGNMENT OF A REAL ESTATE CONTRACT
FOR THE PURCHASE OF CERTAIN REAL ESTATE IN MORTON GROVE, ILLINOIS
FOR DEVELOPMENT AND USE AS A WATER PUMPING AND STORAGE FACILITY**

WHEREAS, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) was established by the Village of Morton Grove, a home rule Illinois municipal corporation (“Morton Grove”), and the Village of Niles, a home rule Illinois municipal corporation (“Niles”), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved, under those same Ordinances, an intergovernmental agreement entitled, “Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers” (the “IGA”), to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) to govern the MGNWC; and

WHEREAS, the MGNWC Board desires to approve and enter into an “Assignment Of A Real Estate Contract For the Purchase of Certain Real Estate In Morton Grove, Illinois For Development And Use As A Water Pumping And Storage Facility” (the “Assignment of Real Estate Purchase Contract”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof. The Real Estate is located at 7900 Nagle Avenue, Morton Grove, Illinois. A copy of the “Contract For the Purchase of 7900 Nagle Avenue, Morton Grove, IL” (the “Real Estate Purchase Contract”) is attached to the Assignment of Real Estate Purchase Contract as **Exhibit “1”**; and

WHEREAS, this Assignment of Real Estate Purchase Contract has been ratified and approved by the respective corporate authorities of the Village of Morton Grove (“Morton Grove”) and the Village of Niles (“Niles”) by adopting resolutions substantially similar to this Resolution at open meetings conducted in accordance with the Open Meetings Act (5 ILCS 120 /1 *et seq.*). The corporate authorities of Morton Grove and Niles have authorized the expenditure of their respective Village funds to pay their equal shares of the financial obligations of the MGNWC under the Assignment of Real Estate Purchase Contract as such obligations become due; and

WHEREAS, as part of the design engineering study conducted by Stanley Consultants, Inc., it was determined that the MGNWC needs to acquire approximately one (1) acre of real estate located near the preferred transmission main route in order to construct a pumping and water storage facility; and

WHEREAS, the MGNWC management team has determined that a 0.9 acre parcel of real estate commonly known as 7900 Nagle Avenue, Morton Grove, Illinois is of sufficient size and is appropriately located to meet the needs of the Commission; and

WHEREAS, HL Development, Inc., acting on the Commission’s behalf, negotiated and entered

into the Real Estate Contract with 7900 Nagle, LLC for the purchase of 7900 Nagle Avenue, Morton Grove, Illinois for the purchase price of Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$795,000.00), and intends to and has agreed to assign its interests and rights in the Real Estate Contract to the Commission by executing the attached Assignment of Real Estate Purchase Contract (**Exhibit "A"**); and

WHEREAS, the MGNWC Board agrees to accept the assignment of the Real Estate Contract and purchase the real estate commonly known as 7900 Nagle Avenue, Morton Grove, Illinois for the purchase price of Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$795,000.00) in accordance with the terms of the Assignment of Real Estate Purchase Contract, attached hereto as **Exhibit "A"** and made a part hereof. A copy of the Real Estate Contract is attached as an exhibit to the Assignment of Real Estate Purchase Contract; and

WHEREAS, in the event that the MGNWC no longer has a need or use for the 7900 Nagle Avenue Property, the Village of Morton Grove agrees to purchase the Property from the MGNWC at a purchase price equal to one-half of the incurred land acquisition costs (e.g., purchase price, conveyance and transactions costs, legal fees and other professional fees), and all other incurred land improvement costs (e.g., demolition costs, environmental remediation costs, related professional fees, etc.), which costs have been or will be paid by the Village of Morton Grove and the Village of Niles, on an equal share basis, to allow the MGNWC to purchase the Property under the attached Assignment of Real Estate Purchase Contract. The one-half share of such costs to be paid by the Village of Morton Grove to the Village of Niles shall reimburse the Village of Niles for its actual financial contributions paid on behalf of the MGNWC to purchase and improve the Property; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission have the authority to approve of and enter into the Assignment of Real Estate Purchase Contract pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the Assignment of Real Estate Purchase Contract is in the best interests of the MGNWC and its members, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") authorizes the approval of the economic terms and the attached form of an Assignment Of A Real Estate Contract For the Purchase of 7900 Nagle Avenue, Morton Grove, Illinois (HL Development, Inc. And Morton Grove-Niles Water Commission" (the "Assignment of Real Estate Purchase Contract") for the purposes set forth in the Assignment of Real Estate Purchase Contract, attached hereto as **Exhibit "A"**. The MGNWC Board further authorizes and directs the Chair, or his/her designee, and the Clerk to execute the final version of the Assignment of Real Estate Purchase Contract, which may contain certain non-substantive and non-financial modifications that are approved by the MGNWC Board Chair, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC'S obligations under the Assignment of Real Estate Purchase

Contract.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 12th day of September, 2017, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano

NAYS: None

ABSENT: None (Cook County Appointee not appointed yet)

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Special Meeting thereof held on the 12th day of September, 2017, and approved by the Chair, and attested by the Clerk on the same day.



Steven Vinezeano, Chair

ATTEST:



John Pietron, Clerk

Exhibit "A"

**AN ASSIGNMENT OF A REAL ESTATE CONTRACT
FOR THE PURCHASE OF
CERTAIN REAL ESTATE IN MORTON GROVE, ILLINOIS
FOR DEVELOPMENT AND USE AS A WATER PUMPING AND STORAGE FACILITY**

(with attached copy of Real Estate Contract)

(attached)

Exhibit "A"

CONTRACT FOR THE PURCHASE OF 7900 NAGLE, MORTON GROVE, IL

HL DEVELOPMENT, INC., an Illinois corporation, ("Buyer") hereby agrees to purchase and 7900 NAGLE, LLC, an Illinois limited liability company ("Seller"), hereby agrees to sell that property commonly known as 7900 Nagle Avenue, Morton Grove, Illinois 60053 and legally described in Exhibit "A" and all improvements thereon (the "Property") pursuant to the following terms and conditions:

- 1) PURCHASE PRICE: The Buyer shall pay Seller the sum of seven hundred ninety-five thousand dollars (\$795,000) which shall be paid as follows: \$50,000 ("earnest money") to be paid within five (5) business days after the execution of the contract by all parties, and the balance in good funds at closing as adjusted by this agreement, and all customary credits and proration including tax proration, earnest money, and unpaid utilities. Earnest money shall be held by Chicago Title & Trust Company. The cost for the earnest money and closing escrow shall be paid equally by the Buyer and the Seller.
- 2) CLOSING: The Closing shall take place on August 31, 2017 (or such earlier date as the parties may agree upon in writing), at the Skokie office of Chicago Title Insurance Company.
- 3) CONTINGENCY PERIOD AND INSPECTIONS.
 - A. The Seller shall, no later than July 7, 2017, provide to Buyer copies of all leases, contracts, surveys, environmental reports, soils tests, maps and plats for the Property in Seller's possession and control. The Buyer shall have access to the property and shall be permitted to make all desired inspections, soil testings and boring and environmental evaluations of its choosing and its costs. However, Buyer shall provide at least two (2) business days' written notice to Seller before performing soil borings or soil testing, and shall not perform any invasive testing of the Property or cause any Phase II environmental report to be prepared, without Seller's prior written consent. Before performing any soil tests, Buyer shall cause its environmental consultant to review the existing Phase II environmental report provided by Seller, and the No Further Remediation Letter from the IEPA in Seller's possession (the "NFR Letter"). Buyer's environmental consultant shall also consult with Seller's environmental consultant before conducting any soil tests. Buyer will defend, indemnify, and hold Seller and its agents, managers and members (the "Seller Indemnified Parties") harmless from and against all loss, cost, damage or expense (including remediation costs, fines, and attorneys' fees) incurred by the Seller Indemnified Parties as a result of Buyer's soil testing and sampling, including any damages incurred if the IEPA determines that such activities violate the conditions in the NFR Letter. The foregoing indemnity shall survive the Closing and the termination of this Contract.
 - B. The Buyer may terminate this Contract for any reason prior to 45 days after the date Seller and Buyer have signed the contract, and in such event, the Earnest Money (and any interest earned thereon) shall be returned to Buyer

- If the contract is not cancelled by Buyer before that date, Buyer agrees to purchase the property for cash in "as is" condition
- 4) **TAX PRORATIONS** The Seller shall be responsible for the payment of all real estate taxes through the closing. Unpaid and unbilled taxes shall be prorated at the rate of 100% of the last ascertainable tax bill. At closing, Buyer and Seller will enter into an agreement to re-prorate the 2016 (unless the 2016 tax bill has been issued prior to Closing) and 2017 taxes when the amount of such taxes becomes known. Seller shall deposit with Seller's attorney an amount equal to fifteen percent (15%) of the credit provided to Buyer for any unpaid and unbilled taxes to secure payment of any amount due by Seller pursuant to the escrow agreement. Buyer acknowledges that Seller will be filing for a Certificate of Error in connection with the 2015 taxes on the Property, and that any refund received as a result of said Certificate of Error shall be the sole property of Seller. Any tax reductions, refunds or abatements for 2016 or prior years shall be the sole property of Seller. In addition, if Seller obtains a tax reduction for 2017 because of vacancy, such reduction shall be the sole property of Seller, even though Purchaser will own the Property for a part of 2017. The parties agree that this allocation is appropriate because the entire period of vacancy will be during the portion of 2017 during which Seller owned the Property.
- 5) **TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to the Buyer within ten (10) days after the date of this Agreement, as evidence of title in Seller, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by Chicago Title Insurance Company issued on or after the date of acceptance of this Contract, subject only to items listed in Paragraph 7. The parties understand and agree the Seller's attorney shall order title insurance through Chicago Title Insurance Company. Seller shall pay the cost of the title insurance and Extended Coverage. Buyer shall pay the cost of all special endorsements requested by Buyer or its lender, as well as the cost of a mortgagee's title insurance policy for its lender. The parties shall each pay their respective usual and customary share of any requested additional title charges and the parties shall equally pay for any closing escrow costs incurred as a result of this transaction. If the title commitment discloses any exceptions not acceptable to Buyer, then Buyer shall notify Seller within ten (10) days after Buyer receives the title commitment, and Seller may (but shall not be obligated to) have said exceptions or encroachments removed, or, with the Buyer's approval, have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If, prior to the end of the 45-day Contingency Period, Seller fails to have unpermitted exceptions waived or to obtain a commitment from Chicago Title to insure over any unpermitted exceptions, (i) Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount as shall be

reasonably agreed by the parties, or (ii) Buyer may elect to terminate this Agreement prior to the end of the 45-day Contingency Period, and receive a refund of the earnest money and all interest thereon. If Buyer does not elect to terminate the Purchase Agreement, Buyer shall be deemed to have elected to take subject to all matters shown on the title insurance commitment, other than (A) matters that the Seller has agreed in writing to remove or insure over, and (B) mortgages and other liens of a definite or ascertainable amount. Seller shall furnish Buyer at closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA insurance Policy.

- 6) SURVEY: No later than July 7, 2017, Seller shall give Buyer a copy of the 2015 ALTA survey of the Property prepared by Grenley & Biedermann. No less than five (5) days prior to the end of the 45-day Contingency Period, Seller shall cause the survey to be updated to a date no earlier than the date of this Agreement, and Buyer shall have the right to terminate this Agreement prior to the end of the Contingency Period if the 2015 survey or the updated survey disclose any encroachments or other matter Buyer finds objectionable.
- 7) DEED: Seller shall convey or cause to be conveyed to the Buyer good and merchantable title to the Property by recordable Special Warranty Deed subject only to: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, applicable zoning and building laws, ordinances, restrictions and acts suffered or done by the Buyer if any, so long as they do not interfere with the current use and enjoyment of the Property. Seller's conveyance shall also be subject to the matters shown on Exhibit "B" attached hereto.
- 8) POSSESSION: At closing, the Seller shall surrender the Property devoid of any tenancies and free and clear of any leases.
- 9) SELLER REPRESENTATIONS: Seller represents that all leases and tenancies have been fully disclosed to Buyer, that within the past year Seller has not received written notice from any governmental body of (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) a proposed or confirmed special assessment and/or special service area affecting the Property. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the Property or any improvements for which the required permits were not obtained. For purposes of this Section, Seller's "knowledge" shall mean the actual current knowledge of Joel Friedland, one of the managers DCJ Management, LLC (which is Seller's manger).
- 10) MAINTENANCE OF PROPERTY: The Property shall be maintained in the same condition as found on the date of the contract, normal wear and tear, excepted.
- 11) DESTRUCTION OR DAMAGE OF PROPERTY: If prior to the closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other

casualty, the Buyer shall have the option to terminate this Contract upon written notice given to the other party within ten (10) days after such material damage. In such an event, the earnest money shall be returned to the Buyer. If the foregoing option to terminate is not exercised, this Contract shall continue in full force and effect, and the Seller shall assign its interest in any insurance policies covering the property at the time of the fire or casualty to the Buyer.

- 12) **DEFAULT:** Seller shall be responsible for all damages, reasonable costs and expenses, including attorney's fees due to the failure of the Seller to comply with the terms of this Contract. The Buyer shall be responsible for all damages, reasonable costs and expenses, including attorney's fees incurred by the Seller, in excess of any earnest money retained by Seller due to the failure of the Buyer to comply with the terms of this Contract.
- 13) **NOTICE:** All notices required shall be in writing and shall be delivered by personal delivery; by certified mail, return receipt requested which shall be effective on the date of mailing; or by sending facsimile transmission which shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00A.M. to 5:00P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Notices to the Seller shall be addressed to Seller's Attorney: Bruce D. Goodman, Timm & Garfinkel, LLC, 770 Lake Cook Road, Suite 150, Deerfield, Illinois, 60015, bgoodman@tjlegal.com. Notice to the BUYER shall be addressed to Teresa Hoffman Liston, 5901 W. Dempster St. Morton Grove, IL 60053, terry@thllawoffice.com

- 14) **MISCELLANEOUS:**
- A. Time is of the essence of this Contract.
 - B. The Seller shall pay for all County, State and Municipal transfer taxes to the extent required by law.
 - C. All disputes related to the construction or enforcement of these terms and provision shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
 - D. The terms of this contract and all related negotiations shall be kept confidential to the extent allowed by law until this transaction has closed.
 - E. The parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
 - F. Seller shall be responsible for all real estate commissions due because of this transaction, include the fee owed to the Selling broker, Century 21 Marino, pursuant to the listing agreement between the Seller and the listing broker.

This Agreement has been executed as of June 20, 2017 (the "Effective Date"). Seller

Buyer:

7900 Nagle, LLC

HL Development Inc

By: DCJ Management, LLC,
its manager

By: _____

Joel Friedland, a manager

By: _____

Dan Fowler, interim successor
manager

By:  6/20/2017

Name: Anthony R. Hobel

Title: Its President

Fully executed signature page

el Friedland <jfriedland@britproperties.com>

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To: Nick Marino <Nick@century21marino.com>;

This Agreement has been executed as of July 17, 2017 (the "Effective Date"). Seller

Buyer:

7900 Nagle, LLC

HL Development Inc

By: DCJ Management, LLC,
its manager

By: [Signature]
Joel Friedland, a manager

By: [Signature]
Dan Fowler, interim successor
manager

By: [Signature] 6/20/2017
Name: Anthony R. Harold
Title: As President

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of Lot 4 lying North of a line which is 36 feet South of the Northwest corner thereof and running thence East at right angles to the East line of said Lot 4; and the South 140 feet as measured along the East and West lines of Lot 5, all in Enjay's Industrial Subdivision, being a Subdivision in the North $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Access, ingress and egress easements for the benefit of Parcel 1 as created by Easement and Maintenance Agreement dated November 30, 1981, and recorded March 25, 1982, as Document 26183002 by and between Georgia Nut Company, Harris Trust and Savings Bank as Trustee under Trust Agreement dated May 25, 1977, and known as Trust Number 37690, Glenview State Bank as Trustee under Trust Agreement dated October 25, 1980, and known as Trust No. 2562, and the Village of Morton Grove, over property described therein.

PIN: 10-12-202-012

EXHIBIT B

ADDITIONAL TITLE EXCEPTIONS

Public utility easement contained in the instrument recorded March 21, 1957, as Document 16855186 to the Commonwealth Edison Company and the Illinois Bell Telephone Company, over the west 13 feet of the Property.

Terms, provisions and conditions of the Easement and Maintenance Agreement recorded March 25, 1982, as Document 26183002, executed by and between Georgia Nut Company, an Illinois corporation, Harris Trust and Savings Bank, as Trustee under Trust Agreement dated May 25, 1977, and Glenview State Bank, as Trustee under Trust Agreement dated October 25, 1980, and known as Trust No. 2562.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, John Pietron, Clerk of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 17-0__

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ASSIGNMENT OF A REAL ESTATE CONTRACT
FOR THE PURCHASE OF CERTAIN REAL ESTATE IN MORTON GROVE, ILLINOIS
FOR DEVELOPMENT AND USE AS A WATER PUMPING AND STORAGE FACILITY**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Special Meeting on the 12th day of September, 2017, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

- AYES:** *John Pietron and Steven Vinezeano*
- NAYS:** None
- ABSENT:** None (Cook County Appointee not appointed yet)

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of September, 2017.



John Pietron, Clerk

[SEAL]

**ASSIGNMENT OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF
CERTAIN REAL ESTATE IN MORTON GROVE, ILLINOIS FOR DEVELOPMENT
AND USE AS A WATER PUMPING AND STORAGE FACILITY**

This ASSIGNMENT AGREEMENT ("Assignment") is dated this 2 day of Sept, 2017 ("Effective Date") and entered into by HL Development, Inc., an Illinois corporation ("HL Development"), with its principal place of business located at 5901 W. Dempster Street St. 200, Morton Grove,, Illinois 60053, and the Morton Grove-Niles Water Commission ("MGNWC" or "Commission"), an Illinois water commission, with its principal place of business located at the Niles Village Hall, 1001 Civic Drive, Niles, Illinois 60714. HL Development and the MGNWC are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, 7900 Nagle, LLC, an Illinois limited liability company, ("Seller") and HL Development, Inc., an Illinois corporation, ("Buyer") entered into an agreement entitled "Contract For the Purchase of 7900 Nagle Avenue, Morton Grove, IL" (the "Real Estate Purchase Contract"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, HL Development, acting on behalf of the MGNWC, negotiated and entered into the Real Estate Purchase Contract with 7900 Nagle, LLC for the purchase of the 7900 Nagle Avenue Property for the purchase price of Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$795,000.00) (the "Purchase Price"), and has agreed to assign its interests, rights and obligations in the Real Estate Purchase Contract to the MGNWC; and

WHEREAS, the Seller and the Buyer intend to close on the sale of the 7900 Nagle Avenue Property on or about September 13, 2017; and

WHEREAS, the MGNWC agrees to purchase the 7900 Nagle Avenue Property, subject to the terms set forth below in this Assignment and the financial terms set forth in the attached Real Estate Purchase Contract (**Exhibit "1"**); and

WHEREAS, HL Development agrees to assign its purchase rights in the Real Estate Purchase Contract, at no charge or fee, to the MGNWC, subject to the terms set forth below in this Assignment; and

WHEREAS, each Party represents and warrants to the other Party that each has the full and unconditional authority to enter into this Assignment and has taken all necessary corporate action to approve the execution of this Assignment.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and exchange of adequate consideration, which is acknowledged, the Parties agree as follows:

Section 1: Incorporation. Each of the Whereas paragraphs above in the Recitals are incorporated by reference into Section 1 of this Assignment.

Section 2: Assignment of Contract. HL Development agrees to assign and convey all of its

interests, rights and obligations in the attached Real Estate Purchase Contract (**Exhibit "1"**), at no charge or fee, to the MGNWC. The MGNWC accepts the assignment and conveyance of all of HL Development's interests, rights and obligations under the attached Real Estate Purchase Contract (**Exhibit "1"**).

Section 3: MGNWC Purchase Obligations. The MGNWC agrees to pay the Purchase Price of Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$795,000.00) for the 7900 Nagle Avenue Property at closing, plus all other related closing fees and costs that are the Buyer's obligation, and agrees to indemnify the Buyer for any liabilities or obligations that arise from or relate to the Real Estate Purchase Contract.

Section 4: Reimbursement of Buyer's Costs. HL Development states that to date it has not advanced any costs nor incurred any expenses for which it is entitled to reimbursement including broker's fee, or commission payable by HL Development as part of this real estate transaction or other fees or costs due to the Buyer regarding its efforts in executing the Real Estate Purchase Contract or its preparation for the purchase of the 7900 Nagle Avenue Property or the assignment of the Real Estate Purchase Contract to the MGNWC.

Section 5: Indemnification; Defend; Hold Harmless. The MGNWC agrees to defend, indemnify and hold harmless HL Development against all losses, damages and claims of any kind and any demands, damages, settlements, judgments, and litigation expenses and attorneys' fees which arise out of any administrative action, dispute or lawsuit of any kind filed by the Seller to enforce the terms of the Real Estate Purchase Contract. If the Seller is successful in requiring HL Development to purchase the 7900 Nagle Avenue Property, then the MGNWC will provide HL Development with the Purchase Price for closing and additional funds to pay all related transaction costs. Immediately after it acquires title to the 7900 Nagle Avenue Property, HL Development, at no further cost to the MGNWC, agrees to convey fee simple title to the 7900 Nagle Avenue Property to the MGNWC.

Section 6: Miscellaneous Provisions.

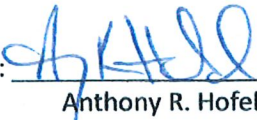
- A. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire agreement of the Parties pertaining to the matters set forth above, and supersedes all previous representations, promises, agreements and understandings, written or oral. This Assignment may only be amended or modified in writing and executed by both Parties.
- B. **Applicable Law.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation, construction, effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The laws of the State of Illinois shall apply in all respects to matters related to the enforcement of this Assignment. Any litigation relative to this Assignment shall be filed and prosecuted in a state court or a federal court located in the City of Chicago, Cook County, Illinois.
- C. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.
- D. **Binding Agreement.** The terms of this Assignment, including its Exhibits, shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- E. **Compliance With Laws.** The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to this Assignment. The Parties to this Assignment shall

comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Assignment, including the following:

- a. **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Assignment as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Assignment, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - b. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. If applicable, each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). If applicable, each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulations, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. If applicable, each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).
- F. **Effective Date.** The Effective Date of this Assignment shall be the date on which the last signatory executes this Assignment, which date shall be inserted on page 1 of this Assignment.

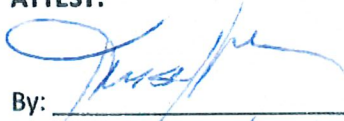
SIGNATURE PAGE TO IMMEDIATELY FOLLOW

HL Development, Inc.

By: 
Anthony R. Hofeld, President

Date: September 13, 2017

ATTEST:

By: 
Name: _____
Title: Secretary

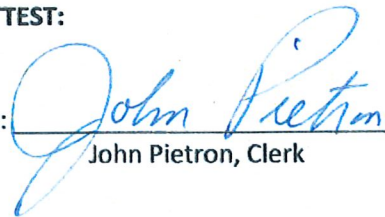
Date: 9-13, 2017

Morton Grove-Niles Water Commission

By: 
Steven Vinezeano, Chair

Date: Sept 12, 2017

ATTEST:

By: 
John Pietron, Clerk

Date: Sept 12, 2017

Exhibit "1"

Contract For the Purchase of 7900 Nagle Avenue, Morton Grove, IL

(attached)