

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Real Estate Acquisition Agreement

Submitted by: J. Patrick Jaeger

Date Submitted: April 19, 2011

Examined by: J. Patrick Jaeger

(Print name)

(Signature)

April 19, 2011

(Date)

Post on Web:

Yes

No

Atty. Initials

[Handwritten initials]

Comments:

Orchard Road right of way Acquisition for Jerciho to Bypass 30

Road Widening

Chairman signed:

Yes No

(Date)

5-5-11

Document returned to:

PAT JAEGER

REAL ESTATE ACQUISITION AGREEMENT

This Agreement entered into this ___ day of March 2011 by and between Donald J. Hamman and Carol S. Hamman (hereinafter collectively referred to as the "Sellers") and the County of Kane, a body corporate and politic of the State of Illinois (hereinafter referred to as the "Buyer"). The Sellers and the Buyer are hereinafter collectively referred to as the "Parties" and are individually sometimes referred to as a "Party".

WITNESSETH

Whereas, the Sellers own certain Real Estate located near Kane County Highway No.: 83 (also known as Orchard Road) near its intersection with Aucutt Road near the Village of Montgomery Illinois, (hereinafter referred to as the "Real Estate"); and,

Whereas, the Buyer desires to acquire, in fee simple from the Seller, the Real Estate. The Real Estate is legally described in Exhibit "A" which is attached hereto, incorporated herein and made a part hereof and is hereinafter referred to as the "Real Estate".

NOW THEREFORE in consideration of the preambles set forth hereinabove and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, both the Buyer and the Seller covenant, agree and bind themselves as follows, to wit:

1. The parties hereto acknowledge and agree that the preambles as set forth hereinabove are made a part of and incorporated into this Agreement.
2. The Buyer agrees to purchase and the Seller agrees to sell and convey the Real Estate and all improvements thereon, on the terms and conditions contained herein.
3. The total purchase price for the Real estate shall be Seventy Three Thousand One Hundred Forty Seven Dollars (\$73,147.00) (hereinafter purchase price) and shall be tendered by County of Kane check from the Buyer to the Seller at closing minus any applicable prorations, (if any).
4. Closing and possession shall be held at 1:00 p.m. on or before the 31st day of March 2011 at the offices of the Buyer in Geneva, Illinois or as otherwise may be agreed to by the Parties (hereinafter "closing"). Both the closing and possession date is legally significant to both the Buyer and the Seller. The Parties understand that when this Agreement is signed by both the Buyer and the Seller, the closing and possession may only be changed by mutual agreement of the parties hereto.
5. In the event that any personal or real property is not removed from the Real at the time of closing, the Buyer shall be entitled to demolish and/or dispose of the same without reimbursement to the Seller for the value thereof.
6. The Buyer shall prepare a plat of survey for the Real Estate and shall also prepare for the signature of the Seller, which will be executed by the Seller at closing, the Warranty Deed,

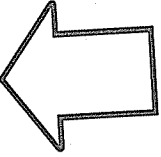
the affidavit of title and any documents as required by the Buyer and the Internal Revenue Code. The Buyer shall also be responsible for obtaining a commitment for title insurance at the Buyer's cost.

7. The Seller shall convey to the Buyer, by a recordable warranty deed, with release of homestead rights (if any), conveying good, marketable and merchantable title to the Real estate as described in Exhibit "A" and subject only to the following described exceptions: covenants conditions and restrictions of record provided they are not violated nor contain a reverter or right of re-entry, zoning laws and ordinances, easement for public utilities, drainage ditches, feeders, laterals, drainpipe tile or other conduit, and if applicable installments or assessments due after the date of closing.
8. In the event that the Buyer can not obtain title insurance over any Schedule "B" exceptions (except those provided in Paragraph No. 7 above), any amount sufficient to secure the release of said exceptions shall be deducted from the proceeds of the sale at closing. However, the Seller shall have an opportunity to cure said exceptions prior to the date of closing. In the event that the title commitment shows encroachments or exceptions not acceptable to the Buyer, the Seller shall have said exceptions removed prior to closing, or alternatively obtain a policy of insurance to insure over said exceptions. If the Seller is unable to either remove said exceptions or have said exceptions insured over, the Buyer may terminate this contract at no expense to either the Buyer or the Seller.
9. General real estate taxes and any rents, deposits or other assessments shall be prorated up to and including the date of closing.
10. If prior to the delivery of the deed hereunder, the Real estate or any part thereof is materially damaged by any casualty, the Buyer shall have the option of terminating this Agreement with no liability therefor accruing to the Buyer.
11. Seller agrees to leave the Real Estate in clean and orderly condition. All refuse, personal property and personal matter shall be removed at the Seller's expense prior to the date of possession.
12. Seller represents that no notice has been received of any zoning, building, fire or health code violations, environmental regulation or of any pending special assessment proceedings affecting the Real Estate.
13. Any and all notices given pursuant to this Agreement shall be in writing and signed by the Seller and the attorney for the Buyer and shall be given by certified mail or in person at the addresses hereinbelow. Notice to any one of a multiple person party shall be notice to all.
14. The date of this Agreement shall be the last date of acceptance of this contract as provided herein below.

15. If this Agreement is terminated without Buyer's fault, or if Seller defaults hereunder, Buyer may elect either to (i) terminate Buyer's obligations under this Contract by written notice to Seller, or alternatively (ii) Buyer may file an action for specific performance of this Contract to compel Seller to convey subject to the Permitted Exceptions and Survey Matters with a set off for liens of a definite and ascertainable amount and with Seller being liable for all litigation costs, fees and expenses incurred by Buyer in pursuing that remedy, if Buyer prevails in such action. If Buyer defaults hereunder, then Seller may terminate this Agreement or at the option of the Seller pursue the remedy of specific performance with Buyer being liable for all costs, fees and expenses incurred by Seller in pursuing that remedy, if Seller prevails in such action.
16. Seller hereby represents, to the best of the Seller's to Buyer as follows, which representations and warranties shall be deemed remade by Seller to Buyer at the closing, and which shall survive the closing:
- (a) To Seller's knowledge, there is no pending or threatened litigation affecting the Real Estate, nor to the best knowledge and belief of Seller is any such litigation contemplated by any party with the exception of the Buyer to acquire the Real Estate for purposes of the Improvement;
 - (b) Seller has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Real Estate, the availability of utility services to the Real Estate violation of any existing law, municipal ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Real Estate;
 - (c) Seller has the authority to execute and perform the terms of this Agreement; and,
 - (d) Seller has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Real estate.
17. From and after the date hereof and so long as this Agreement is in effect, Seller shall not, without Buyer's prior written consent, execute any lease, license, contract, easement or other agreement affecting the Real Estate that will survive the Closing.
18. This Agreement may be amended only in writing upon the signatures of all the parties hereto.
19. This Agreement is executed and submitted by the Seller to the Buyer as of the date set forth below. A duplicate original of this Agreement, duly executed by the Seller shall be delivered to the Buyer not later than 10 business days from such date.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Seller has executed this Agreement as of the ___ day of February 2011.



Date of Offer: February 23, 2011

Date of Acceptance: March __, 2011

Seller: Donald J. Hamman
Donald J. Hamman
By [Signature] POA

Buyer: [Signature]
Chairman, County Board
of Kane County
719 South Batavia Avenue
Geneva, Illinois 60134

Seller: Carol S. Hamman
Carol S. Hamman
By [Signature] POA

Address: 13351 Faxon Road
Plano, Illinois 60545

Fed. Tax I. D. No. 358-30-3284

EXHIBIT "A"

Hamman Real Estate To Be Conveyed To County