



## ADDENDUM REGULAR VILLAGE BOARD MEETING

APRIL 11, 2023

7:00 PM

### 6. CONSENT AGENDA

- hh. Consideration to award a professional services contract to HR Green, Inc. of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 1900 Oakton Street in an amount not to exceed \$91,820 from the Busse-Elmhurst Redevelopment Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for property located 1900 Oakton Street.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.

(Additionally, HR Green, Inc. has provided similar services in relation to the demolition and restoration of the former Elk Grove Bowl, former Shell Gas Station, Elk Grove Hotel, Motel 6, Days Inn, 1550 E. Higgins, and 1932 E. Higgins sites.

(The Village Manager recommends approval.)

- ii. Consideration to adopt Resolution No. 20-23 authorizing the Mayor and Village Clerk to execute a purchase and sale agreement between the Village of Elk Grove and Sabeen Hospitality, LLC (1900 Oakton Street).

(This property is being purchased with the intent of future redevelopment within the Busse-Elmhurst TIF District.

(There are no plans for redevelopment at this time.

(The Purchase and Sale Agreement will be available at the Village Board Meeting.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SABEEN HOSPITALITY (1900 OAKTON STREET)**

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NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**PURCHASE AND SALE AGREEMENT  
BETWEEN THE VILLAGE OF ELK GROVE VILLAGE  
AND SABEEN HOSPITALITY  
(1900 OAKTON STREET)**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

APPROVED:

\_\_\_\_\_  
Mayor Craig B. Johnson  
Village of Elk Grove Village

ATTEST:

\_\_\_\_\_  
Loretta M. Murphy, Village Clerk

## PURCHASE AND SALE AGREEMENT

1. **THE VILLAGE OF ELK GROVE VILLAGE**, an Illinois Municipal Corporation, having its principal office located at 901 Wellington Avenue, Elk Grove Village, Illinois, 60007, (the "Purchaser"), agrees to purchase at a price of Ten Million and No/100 Dollars (\$10,000,000.00), the Purchase Price on the terms set forth herein, the following described real estate, in Cook County, Illinois (the "Property"):

See Legal Description Rider Attached Hereto As Exhibit 'A'

(approximately 2.12 acres or 92,345 square feet)

PIN: 08-23-300-043-0000

Address: 1900 Oakton Street, Elk Grove Village, Illinois 60007

2. **Sabeen Hospitality LLC**, an Illinois Limited Liability Company, having its principal office located at 308 Castle Drive, Elk Grove Village, Illinois 60007 (the "Seller"), agrees to sell the real estate and the building/improvements thereon described above, (the "Property"), at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee of title thereto by a recordable Special Warranty Deed, subject only to: (a) covenants, restrictions, building lines, private, public and utility easements, and roads and highways, if any; (b) special taxes or assessments for improvements not yet completed; (c) any unconfirmed special tax or assessment; (d) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and (e) general taxes for the year 2022 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2022.

3. Purchaser will deposit \$100,000.00 with Chicago Title Insurance Company, ("Escrowee"), as Earnest Money within two (2) business days after the Parties' full execution of this Agreement, to be applied toward the Purchase Price. Purchaser agrees to pay or satisfy the balance of the Purchase Price in cash, plus or minus prorations, at the time of Closing. Said Earnest Money shall be deposited in a Strict Joint Order Escrow with Chicago Title Insurance Company for the mutual benefit of the Parties. Any cost of the Strict Joint Order Escrow shall be divided equally between the Parties.

4. Closing shall be on April 28, 2023, ("Closing Date"), subsequent to the satisfactory completion of the Due Diligence Period, or at such other date as mutually agreed by the Parties in writing, at the Rolling Meadows Office of Chicago Title Insurance Company, provided title is shown to be good, and provided the contingencies set forth in this Agreement have been satisfied or resolved as herein set forth. As stated, Purchaser shall have a Due Diligence Period which shall terminate not later than April 11, 2023 to determine the suitability of the Property and complete all tests, studies, inspections and investigations of the Property. Purchaser shall have the sole right at any time before the expiration of the Due Diligence Period to cancel this Agreement and receive a full refund of all of its Earnest Money deposited with the Escrowee. Such notice of cancellation must be in writing and delivered pursuant to the notice provisions of this Agreement. If the

Purchaser has not canceled this Agreement by April 11, 2023, or the Due Diligence Period has not been mutually extended by the Parties, then the Earnest Money shall become non-refundable.

5. Purchaser agrees to purchase the subject Property in its present “as is condition” and acknowledges that Seller has not made any representations or warranties as to the building(s) or any contents located on the Property, subject to the Purchaser’s inspection of the Property and any buildings located on the Property. Seller shall not be required to pay or contribute toward any expense for cost of repair to the Property or any building located on the Property unless otherwise agreed as a part of the Purchaser's Due Diligence Period contingency. Seller shall deliver exclusive and complete possession of the entire Property, including all building(s) and exterior parking areas and parking lots, to the Purchaser at closing, except as otherwise mutually agreed to by the Parties' in writing subsequent to the Parties' full execution of this Agreement.

6. Seller agrees to furnish Purchaser with any existing ALTA survey or otherwise for the Property within five (5) business days of the Parties full execution of this Agreement.

7. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's attorney, at Seller's expense and not less than twenty-one (21) days subsequent to the Parties full execution of this Agreement, a current ALTA Survey dated after the date of this Agreement, and a title commitment for an owner's extended title insurance policy issued by Chicago Title Insurance Company in the amount of the Purchase Price, covering title to the Property, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). 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 Purchaser an affidavit of title in customary form covering the date of Closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the ALTA survey, if any, as to which the title insurer commits to extend insurance.

8. If the title commitment or survey discloses either unpermitted exceptions or survey matters (herein referred to as “exceptions”), Seller shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects, 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 five (5) days after delivery of the commitment. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within five (5) business days after the expiration of the ten (10) day period, to take title as it then is and may propose a deduction from the Purchase Price, liens or encumbrances of a definite or ascertainable amount. Seller shall have three (3)

business days to agree to said deduction. If Seller does not agree to said deduction, Purchaser may elect to terminate this Agreement, without further actions of the Parties.

9. Rents, utility charges, premiums under assignable insurance policies, general real estate taxes, and other similar items, ("costs"), shall be prorated at Closing as of the Closing Date. All general real estate and ad valorem taxes and assessments applicable to the Property for the 2022 payable 2023 and any prior years shall be paid by Seller. Seller agrees to escrow with Chicago Title \$215,000.00 to pay the 2022 Second Installment Real Estate Tax Bill in full. Seller shall also escrow with Chicago Title \$1,000.00 per day from January 1, 2023 through the Closing Date for payment of Seller's portion of the 2023 general real estate taxes payable in 2024. The parties agree to re-prorate the credit for the 2023 taxes payable in 2024 based on 100% of the final 2022 real estate tax bill. Seller agrees that if additional funds are needed to supplement the escrowed funds to pay the 2022 Second Installment Real Estate Tax Bill and/or the 2023 prorated amount to be credited to the Purchaser, that Seller shall do so. Seller shall be responsible for said Costs through the date of Closing, and Seller shall cooperate and furnish any documentation necessary to comply with all state, county and local laws therewith. All prorations are final unless otherwise provided herein. The provisions of this Section 9 shall survive the Closing.

10. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement. Seller shall be required to provide fire insurance coverage for any structures located on the Property pending Closing as set forth herein, and the risk of loss due to fire, other casualty, or condemnation remains with Seller. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Seller's acts or omissions related to such loss or action violate its obligations under this Agreement, including the representations and warranties or the covenants and agreements set forth in this Agreement, in which case Purchaser may pursue any such remedy at law or equity.

11. Upon mutual agreement by the Purchaser and Seller, this sale may be closed through an escrow with Chicago Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of Purchase Price and delivery of deed shall be made through the escrow and this Agreement and the earnest money shall be deposited in the escrow. All closing escrow fees, including the New York Style Escrow, shall be divided equally between Seller and Purchaser. The Parties shall equally divide the cost of the extended coverage endorsement. Seller shall be responsible for the Owner's Title Policy premium, and other endorsements necessary to remove unacceptable exceptions; all other endorsements and invoiced title charges shall be paid by the Purchaser.

12. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at Closing the Exemption Certification set forth in said Section.

13. In addition to the Due Diligence Period contingency, Purchaser shall have reasonable access to the subject Property, for purposes of soil testing, surveying, engineering, examination and planning, from and after the execution of this Agreement in order to conduct a Phase I Environmental Site Assessment ("Phase I") which shall be paid for equally by the Parties. Such Phase I shall be conducted and concluded by April 11, 2023. If the Phase I reveals environmental concerns that necessitate a Phase II assessment, Purchaser shall share such concerns with Seller. With the expressed consent of the Seller, the Purchaser may order and pay for said Phase II, or the Purchaser may then give notice of cancelation terminating this Agreement with a full refund of all Earnest Money previously deposited into the Strict Joint Order Escrow. If Purchaser proceeds with the Phase II assessment, Purchaser shall have until April 25, 2023, to complete said Phase II assessment. If the Phase II indicates no environmental concerns, this contingency shall be satisfied. If the Phase II raises additional concerns either Party may terminate this Agreement. With respect to any and all assessments/inspections, Purchaser shall save and hold harmless Seller from any costs or liabilities resulting from such access, and Purchaser shall restore the subject Property to its original condition after each such inspection. If Purchaser determines, in its sole discretion, that, as a result of any environmental inspection of the subject Property, the subject Property is not satisfactory for the uses contemplated by Purchaser, Purchaser may notify Seller, in writing, and terminate the Agreement. Purchaser acknowledges that time is of the essence and will diligently pursue the completion of the inspection process and will notify Seller in a timely manner if it elects to terminate this Agreement.

14. Seller does hereby represent to Purchaser as follows:

A. There are no leases, occupancy agreements, management agreements, or maintenance agreements relating to the subject Property and Seller agrees not to enter into any such agreements relating to the subject Property without the written consent of Purchaser.

B. To the best of Seller's actual knowledge, there are no proceedings presenting, pending or threatened for the taking by exercise of the power of eminent domain or, in any other manner, for a public or quasi-public purpose, of all or any part of the subject Property except as disclosed in this Agreement.

C. Except as disclosed in this Agreement, to the best of Seller's actual knowledge, there is no pending or threatened litigation or administrative proceeding involving in any manner the subject Property.

D. To the best of Seller's knowledge, there are no substances upon the subject Property nor are there activities engaged in the subject Property which constitute a violation of any environmental law. In addition, to the best of Seller's knowledge, no toxic materials, hazardous wastes, hazardous substances, pollutants or contaminants have been generated, released, stored or deposited over, beneath or on the subject property from any source whatsoever, nor has any part of the subject property been used for or as a land fill, the result of which could impose any liability under applicable federal or state laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601 *et seq.*) and the Resource Conservation and Recovery Act (42 U.S.C. '6903 *et seq.*), and

Seller warrants and represents that it has not received any notice nor is it otherwise aware of any actual threatened claims, actions, proceedings, suits or demands by the EPA or any third Party relating to environmental matters at, on or arising out of the subject property.

Further, and to the best of Seller's knowledge: (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42, U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C.6901), or in any other Applicable Law governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws; and,

Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on or at the Property, or (b) any alleged violation of any environmental laws.

E. To the best of Seller's knowledge, there are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority affecting the subject Property.

F. Seller is vested with all necessary legal authority to enter into this Agreement; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Agreement and to carry out all of Seller's obligations under this Agreement; and this Agreement will constitute the valid and binding obligation of Seller in accordance with its terms.

G. No notices or requests have been received by Seller from any governmental agency or other utility with respect to the subject Property with which Seller has failed or refused to comply. Any such notices or requests received prior to Closing shall be complied with by Seller at its expense. If Seller does not elect to so comply, Purchaser may cancel the Agreement, or Purchaser may elect to take title subject to such matters.

H. To the best of Seller's knowledge, there are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against Seller or the subject Property (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority other than that disclosed in this Agreement) which:

- (1) constitute or might result in a lien or claim against the subject Property,
- (2) may result in a monetary or non-monetary obligation to be fulfilled by the Purchaser,

- (3) could prevent, prohibit, delay or interfere with Purchaser's use of the subject Property for its intended uses and purposes, or
- (4) could otherwise deprive Purchaser of any portion of the subject Property.

I. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened by or against Seller or any of its partners.

J. Except as otherwise provided in this Agreement, from and after the date hereof, Seller shall (except in the case of emergency) refrain from (1) making any changes or improvements upon or about the subject Property; (2) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the subject Property; and (3) committing any waste or nuisance upon the subject Property. Seller shall maintain the subject Property, keep the subject Property in compliance with all laws, ordinances, regulations and restrictions affecting the subject Property and its use, and shall pay all bills and expenses regarding the subject Property until the Closing.

K. There are no outstanding options or rights granted by Seller to acquire the subject Property, or any part thereof, and there is no Party other than Purchaser having any right or option to acquire the subject Property or any part thereof, except any foreclosure rights set forth in any mortgages affecting the subject Property.

L. There are no agreements, including any franchise agreements of any type or kind, whether written or oral, affecting the use, maintenance and operation of the subject Property which will survive the Closing. Seller represents that any franchise agreement or franchise rights of any party (including the Seller) shall be fully resolved and concluded prior to Closing.

M. Notwithstanding anything within this Agreement to the contrary, the building must be free and clear of all occupants, tenants, employees, leases, and agreements, including those with the franchise (La Quinta) not later than 2:00 P.M. on Monday, April 24, 2023. The Property shall thereafter remain vacant, and there shall be no further individuals at the Property after 2:00 P.M. on Monday, April 24, 2023.

N. Purchaser shall pay any and all real estate commissions or finder's fees payable in connection with this transaction and the sale of the Property to Purchaser. Seller agrees to indemnify and hold Purchaser harmless from all loss, damage, costs and expenses (including reasonable attorney's fees) that Purchaser may suffer as a result of any claim brought by any broker or finder in connection with this transaction and this Agreement.

O. Purchaser shall have until noon on Wednesday, May 31, 2023, to remove any personal property from the premises. Only material items may be removed (TVs, mattresses, furniture, telephone system, etc.), but there will be no structural items removed (windows, doors, exterior locks etc.). Notwithstanding anything to the contrary stated herein, Seller may remove the A/C



units from the second (2<sup>nd</sup>) through the fourth (4<sup>th</sup>) floors of the Property, provided that Seller seals, covers or otherwise secures any openings created by removal of any A/C units.

15. Seller agrees to deliver possession of the subject Property at Closing in the same “as is condition” as it is at the date of this Agreement, ordinary wear and tear excepted.

16. All notices to be given hereunder shall be personally delivered, sent by facsimile transmission, sent by overnight courier, or sent by U.S. mail, with postage prepaid, or by facsimile transmission, to the Parties at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent):

Purchaser:	Matthew Roan Village Manager Village of Elk Grove Village 901 Wellington Street Elk Grove Village, IL 60007 Tele: (847) 357-4004 Fax: (847) 357-4044 Email: <a href="mailto:mroan@elkgrove.org">mroan@elkgrove.org</a>
With a copy to:	George B. Knickerbocker Village Attorney Village of Elk Grove Village 901 Wellington Street Elk Grove Village, IL 60007 Tele: (847) 357-4032 Fax: (847) 357-4044 Email: <a href="mailto:gknickerbocker@elkgrove.org">gknickerbocker@elkgrove.org</a>
With a copy to:	William J. Payne Attorney at Law 1100 W. Northwest Hwy., #103 Mount Prospect, IL 60056 Tele: (847) 483-5027 Fax: (847) 483-5029 Email: <a href="mailto:williamjpayne7@aol.com">williamjpayne7@aol.com</a>
Seller:	Sunny Patel Sabeen Hospitality LLC 308 Castle Drive Elk Grove Village, IL 60007 Tele: (312) 215-2937 Email: <a href="mailto:Sunny.hotelgm@gmail.com">Sunny.hotelgm@gmail.com</a>
With a copy to:	Julie Kaminski WOLIN LAW GROUP LLC 100 N. LaSalle Street, Suite 800

Chicago, IL 60602  
Tele: (872) 263-2419  
Fax: (872) 263-2430  
Email: [JKaminski@wolinelawgroup.com](mailto:JKaminski@wolinelawgroup.com)

All notices sent by mail shall be deemed effectively given on the business day next following the date of such mailing. All notices personally delivered, sent by facsimile transmission or sent by overnight courier shall be deemed effectively given on the date of such delivery.

17. This Agreement and the exhibits attached hereto, if any, embody the entire agreement between the Parties in connection with this transaction, and there are no oral or parole agreements, representations, or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the Parties. However, if any portion of this Agreement is invalid or unenforceable against any Party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provisions. This Agreement will be enforceable, as amended, to the fullest extent allowed by law as long as the amendment does not result in a failure of consideration.

18. Defaults and remedies:

A. Purchaser's Default. If Purchaser (i) fails to perform in accordance with the terms of this Agreement, and such default is not cured within ten (1) days from the date for Purchaser's receipt for Seller's written notice to Purchaser of such default, or (ii) breaches a representation or warranty hereunder, then, as Seller's sole and exclusive remedy for such default, Seller shall be entitled to retain the earnest money and any interest earned thereon; it being agreed between Purchase and Seller that the amount of the earnest money shall be liquidated damages for a default of Purchaser hereunder, because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default in view of the uncertainties of the real estate market, fluctuating property values, and differences of opinion with respect to damages for breach of a real estate transaction

B. Seller's Default. If Seller fails to perform in accordance with the terms of this Agreement and such default is not cured within ten (10) days from the date of Purchaser's written notice to Seller of such default, Purchaser may, at its option: (a) receive a refund of all monies deposited by Purchaser hereunder, together with all interest earned thereon, and collect all damages to which Purchaser may be entitled, including costs incurred in connection with this Agreement; (b) specifically enforce the terms and conditions of this Agreement, or (c) exercise any other right or remedy available to Purchaser at law or in equity.

C. In the event either Purchaser or Seller defaults in the performance for any obligation imposed upon it under the provisions of this Agreement, the defaulting party shall pay all reasonable attorneys' fees and expenses of the non-defaulting party incurred in any litigation or negotiation undertaken to enforce any of the obligations of the defaulting party under this Agreement, or in any litigation or negotiation in which the non-defaulting party shall, without its fault, become involved through or on account of this Agreement.

19. The Seller shall reconfirm all representations and warranties set forth in this Agreement as true, accurate, and complete on and as of the Closing Date.

20. Seller's representations and warranties shall survive the Closing. Seller shall indemnify, hold harmless, and defend Purchaser ad its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser of third parties.

21. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated herein. Seller agrees to cooperate and take appropriate action, at the request of Purchaser, to zone or re-subdivide the Property as required by any governmental authority.

22. The Parties hereto agree that time is of the essence in this transaction and that this Agreement may be executed in counterparts and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

23. Each Party hereto shall respectively pay the fees and charges of their attorneys and consultants.

24. The Parties acknowledge that the obligations of this Agreement shall not be binding on the Purchaser until formal Village Board action has been taken by its Corporate Authorities.

25. Conditions Precedent to Obligation of Seller and Purchaser. The obligation of Seller and Purchaser to consummate the transaction contemplated herein, and to close on this transaction, shall be subject to the fulfillment and complete termination, in writing, on or before the Closing Date, of the existing franchise agreement between Seller and LaQuinta Franchising LLC ("Franchise Agreement") having been terminated with Seller being expressly released from any further obligations or liability under the Franchise Agreement. Any expense or cost associated with terminating the Franchise Agreement shall be borne by the Seller.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023, the “Agreement Date”.

**PURCHASER:**

THE VILLAGE OF ELK GROVE VILLAGE, an Illinois Municipal corporation

By: \_\_\_\_\_  
Name: Craig B. Johnson  
Its: Mayor

Attest:

By: \_\_\_\_\_  
Name: Lorrie Murphy  
Its: Village Clerk

**SELLER:**

SABEEN HOSPITALITY LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Name: Vipul Patel  
Its: Member

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

PARCEL 1:

LOT 3 IN LAQUINTA RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1984 AS DOCUMENT 27262582, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 IN, TO, OVER, ACROSS AND THROUGH THE PARKING AND DRIVEWAY AREAS BY TENANTS, EMPLOYEES, INVITEES, PATRONS, CUSTOMERS AND GUESTS, AS CREATED BY COMMON ACCESS AND CROSS-PARKING AGREEMENT BY AND BETWEEN LA QUINTA MOTOR INNS, INC., AND BOB EVANS FARMS, INC., RECORDED DECEMBER 5, 1984 AS DOCUMENT 27361597, AND LOCATED WITHIN LOTS 1 AND 2 OF SAID LAQUINTA RESUBDIVISION, AS MORE FULLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR USING, INSPECTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING UNDERGROUND SANITARY SEWER MAINS, STORM SEWER MAINS AND WATER MAINS AND APPURTENANCES THERETO, AS CREATED BY DECLARATION AND GRANT OF EASEMENT AND AGREEMENT BY AND BETWEEN LA QUINTA MOTOR INNS, INC., AND BOB EVANS FARMS INC., RECORDED MAY 16, 1985 AS DOCUMENT 85022730, IN, OVER, THROUGH AND UNDER LOTS 1 AND 2 OF SAID LAQUINTA RESUBDIVISION, AS MORE FULLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1900 Oakton Street, Elk Grove Village, Illinois 60007

PIN: 08-23-300-043-0000