

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 15-006

**AN ORDINANCE AUTHORIZING THE
SALE OF CERTAIN REAL PROPERTY**

WHEREAS, the Village of Dolton owns the property identified and shown on **Exhibit 1** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Mayor and Board of Trustees have determined that the Subject Property is no longer required for the use of the Village; and

WHEREAS, the Village has received an offer to purchase the Subject Property; and

WHEREAS, the corporate authorities have determined that it is reasonable and in the best interest of the Village to accept said offer;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Approval of Sale. The corporate authorities of the Village of Dolton hereby approve the sale of the Subject Property substantially in accordance with the Purchase and Sale Agreement attached hereto and made a part hereof.

SECTION 2: Authorization. The Village Administrator is hereby authorized and directed to take such actions as are necessary to close on the transaction in accordance with the terms of the Purchase and Sale Agreement.

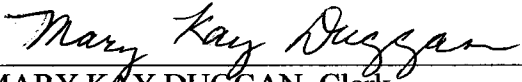
SECTION 3: Full Force and Effect. This Ordinance is effective immediately upon passage and approval and shall subsequently be published in accordance with law.

PASSED AND APPROVED this day of 2nd day of March, 2015.



RILEY H. ROGERS, Mayor

ATTEST:



MARY KAY DUGGAN, Clerk

Ayes: 6 Bendell, Brown, Henyard Hunt, Pierson, Smith

Nays: 0

Absent: 0

Abstain: 0

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement"), is made as of the ___ day of _____, March, 2015 (the "Effective Date"), by and among The Village of Dolton, an Illinois home rule municipal corporation ("Seller"), and Dolton Nursing & Realty, LLC, a limited liability company formed under the laws of the State of Illinois ("Purchaser").

WHEREAS, Seller is currently the fee owner of the Property (as defined herein);

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (as defined herein) and other assets subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Sale and Purchase of the Property.** Subject to the provisions set forth herein, Seller hereby agrees to sell, convey, assign, deliver and transfer, free and clear of all claims, liens, deeds of trust, mortgages, easements, restrictions, encumbrances or security interests of any nature whatsoever except for Permitted Exceptions (as herein defined), and Purchaser hereby agrees to purchase, acquire, accept and assume, upon the terms and conditions hereinafter set forth, all of the following assets (collectively, the "Property"): (i) the property consisting of those certain plots, pieces or parcels of land located in the Village of Dolton, Cook County, State of Illinois, as more particularly described in **Exhibit A** hereto (the "Land"), and (ii) all easements, licenses, rights and appurtenances relating to any of the foregoing, if any.

2. **Liabilities of Seller.** Purchaser shall not assume and shall not be liable for, any debts, liabilities or obligations of Seller of any kind or nature, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, arising out of this or any other transaction or event.

3. **Purchase Price; Escrow.**

Purchase Price. (a) The purchase price ("Purchase Price") for the Property shall be an amount equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00), subject to prorations as set forth herein. At the Closing, the Deposit (as defined herein) shall be released to Seller, and the balance of the Purchase Price shall be paid to Seller in cash or immediately available funds.

(b) **Deposit.** Within five (5) business days following the mutual execution of this Agreement, Purchaser shall deposit the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit"), which shall be held by the Title Company pursuant to strict joint order escrow instructions, in accordance with the terms of this Agreement. The Deposit shall be applied towards payment of the Purchase Price and any interest earned on the Deposit shall be added thereto and treated as a portion of the Deposit for purposes of this Agreement.

4. **Time and Placing of Closing.** The closing of the transactions contemplated hereby (the "Closing") shall take place on or before May 15, 2015 (the "Closing Date").

5. **Due Diligence and Title and Survey.**

(a) **Due Diligence Period.**

(i) Purchaser will have a due diligence period (the "Due Diligence Period") that will expire on the date which is sixty (60) days after the Effective Date (the "Expiration Date"). During the Due Diligence Period, Purchaser will pursue customary due diligence items and shall have the right to conduct such tests, investigations and due diligence review of the Property as Purchaser reasonably deems necessary or appropriate. During the Due Diligence Period, Purchaser shall deliver a list requesting the required due diligence material and items. Seller shall provide Purchaser, in a timely manner all reasonable requested informational materials including but not limited to building surveys, mechanical reports and access to the property.

(ii) Notwithstanding anything contained in Section 5(a)(i), Seller shall specifically provide Purchaser with access to the Property during the Due Diligence Period to conduct a Phase I Environmental Site Assessment at Purchaser's expense. Both Seller and Purchaser further agree to the following:

(1) If the results of Phase I **do not require** further assessments and/or surveys, Purchaser shall forego conducting any further assessments and/or surveys including but not limited to Phase II or Phase III Environmental Site Assessment(s);

(2) If the results of Phase I **do require** further assessments and surveys including but not limited to Phase II or Phase III Environmental Site Assessment(s), Seller shall provide Purchaser with access to the Property and permit Purchaser to conduct any such surveys and/or assessments during the Due Diligence Period.

(3) The Due Diligence Period may be extended by mutual agreement beyond the sixty (60) day time-frame in order to complete any necessary environmental due diligence.

(iii) During the Due Diligence Period, Purchaser shall have the right to determine whether or not it elects to proceed with the transaction (with such decision to be made by Purchaser in its sole and absolute discretion). In the event that, during the Due Diligence Period, Purchaser elects to terminate this Agreement, Purchaser shall give written notice to Sellers prior to 5:00 p.m. CST on the Expiration Date that Purchaser has elected to terminate this Agreement (the "Purchaser's Termination Notice"), as applicable. In the event that the Purchaser's Termination Notice is given prior to 5:00 p.m. CST on the Expiration Date, then, this Agreement shall automatically terminate, the Deposit plus any accrued interest shall be returned to Purchaser within three (3) business days thereafter and, except as otherwise expressly provided in this Agreement, the parties shall have no further obligations to each other with respect to the proposed transaction or the Property.

(b) Title and Survey.

(i) Seller shall order from Chicago Title Insurance Company (the "Title Company") a commitment (the "Title Commitment") for an ALTA 2006 owner's title insurance policy (the "Title Policy"), in an amount equal to the Purchase Price, dated or updated to the Closing Date, insuring or committing to insure, at its ordinary premium rates, Purchaser's good and marketable title in fee simple to the Property subject only to the Permitted Exceptions (as hereinafter defined) and shall include extended coverage over General Exceptions 1 through 5 inclusive (the "Basic Policy") as well as such other endorsements as Purchaser may reasonably require (collectively referred to herein as the "Title Endorsements"). The cost of obtaining the Title Commitment and Basic Policy shall be paid by Seller, and the cost of any additional Title Endorsements shall be paid by Purchaser; and

(ii) Seller shall order a currently dated ALTA survey of the Property (the "Survey"), which shall be certified by a licensed surveyor and in a form and substance satisfactory to Purchaser and the Title Company in order for the Title Company to issue the Title Policy. The Survey shall be made in accordance with (i) the current survey standards of the American Land Title Association and American Congress on Surveying and Mapping including such Table A items as are requested by Purchaser, and (ii) the laws of the State of Illinois. The Survey shall bear a proper certificate by the surveyor, which certificate shall recite compliance with the laws and standards enumerated above, shall include the legal description of the Property and shall run in favor of Purchaser and the Title Insurance Company. The cost of obtaining the Survey shall be paid by Seller.

(c) Title Defects. Within ten (10) business days following Purchaser's receipt of both the Title Commitment and Survey, Purchaser shall notify Seller of any matters shown on the Title Commitment or the Survey that are not acceptable to Purchaser (such exceptions referred to herein as the "Title Defects"). If any updates to the Title Commitment or Survey shall disclose any additional matters, Purchaser shall have five (5) business days from the receipt of such updates within which to notify Seller thereof, in which case any such matters for which Purchaser provides notice shall also be treated as "Title Defects" hereunder. In the event that any Title Defects have not been cured by the Seller on or before the date that is fifteen (15) business days prior to the Closing, Seller may elect in its sole discretion, by written notice to Purchaser, to either (i) undertake at its expense to cure such Title Defects prior to the Closing ("Seller's Election"), or (ii) not cure such Title Defects. In the event that Seller does not elect to cure such Title Defects pursuant to the immediately preceding sentence, Purchaser may, by notice to Seller on or prior to Closing (x) terminate this Agreement, in which event the Deposit plus all accrued interest shall be returned to Purchaser and all parties shall be relieved of any further obligations or liabilities hereunder, or (y) indicate to Seller that, notwithstanding the Title Defects described in this Section 5(c), Purchaser shall not terminate this Agreement as a result of such Title Defects (such Title Defects, as well as any matters shown in the Title Commitment or Survey to which Purchaser does not object as permitted herein, being thereafter deemed as "Permitted Exceptions" hereunder); provided, however, that Purchaser's failure to notify Seller of its intentions pursuant to this sentence shall be deemed Purchaser's intention to proceed hereunder. Notwithstanding the foregoing, Purchaser shall not be required to object to, and Seller shall be required to pay off at the Closing, any exceptions or encumbrances to title that

may be cleared through the payment of money (provided, however, Seller shall be entitled to utilize the Purchase Price proceeds to effectuate any or all of the foregoing).

6. **Environmental Contingency.** Seller acknowledges and agrees that the Closing is contingent upon the satisfactory review and acceptance of any Environmental Phase I, Phase II, or Phase III assessment report ordered by the Purchaser on the Property. In the event any adverse matter is reported on any environmental assessment report, upon written notice to the Seller within five (5) business days from receipt of any such report, Purchaser shall have the right to (i) request Seller to take any and all remedial measures to remove any adverse matters reported on any environmental assessment report, and (ii) pay for any and all remedial measures to remove any adverse matters reported on any environmental assessment reports and all incurred costs are to be credited to Purchaser from the Purchase Price. If Seller declines to perform or pay for the requested remediation work it will so notify Purchaser within ten (10) business days of the request. If Seller declines to perform or pay for the requested work, the Purchaser may terminate this Agreement upon written notice and the Deposit shall be returned to the Purchaser within three (3) business days thereafter, and except as otherwise expressly provided in this Agreement, the parties shall have no further obligations to each other with respect to the proposed transaction or the Property.

7. **Conditions to Closing.**

(a) **Purchaser's Conditions.** Purchaser's obligation to consummate the transactions contemplated in this Agreement, pay the Purchase Price and accept title to the Property shall be subject to the following conditions precedent on and as of the Closing Date to the reasonable satisfaction of Purchaser or the waiver thereof by Purchaser, which waiver shall be binding upon Purchaser only to the extent made in writing and dated on or prior to the Closing Date.

(i) Purchaser has approved and accepted the Property in its sole discretion within the Due Diligence Period including a satisfactory review of any and all environmental assessments and factors as required under Section 6 of this Agreement.

(ii) Any Environmental Phase I, Phase II, or Phase III report shall not have disclosed any adverse matters to the Property.

(iii) If Seller has agreed to perform any remedial measures pursuant to any adverse matter(s) reported in the environmental due diligence, Seller shall have either (i) paid for all costs or (ii) credited Purchaser for all costs and expenses incurred for any and all implemented remedial measures.

(iv) Seller shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by Seller.

(v) Possession of the Property shall be delivered to Purchaser free and clear of all tenancies and other occupancies and the Property shall be delivered to Purchaser free and clear of any liens and encumbrances except for any Permitted Exceptions.

(vi) Seller shall deliver to Purchaser or, if applicable, to the Title Company to be held in escrow in accordance with the terms of this Agreement, on or before the Closing Date the following, each of which shall be in form and substance satisfactory to Purchaser:

(1) a Special Warranty Deed, in substantially the form annexed hereto as **Exhibit C** (the "Deed") and in proper statutory form for recording, duly executed and acknowledged by Seller, sufficient to convey to Purchaser fee simple title to the Property free of all liens and encumbrances other than the Permitted Exceptions;

(2) a bill of sale, in substantially the form annexed hereto as **Exhibit D** (the "Bill of Sale"), containing covenants of title, duly executed and acknowledged by Seller, sufficient to convey to Purchaser good and indefeasible title, free of all liens, encumbrances and security interests, in and to the Personal Property;

(3) an affidavit of title and such other affidavits as may be required by the Title Company in connection with the conveyance of the Property;

(4) a form 1099 identifying Seller's gross proceeds and Seller's tax identification number, as required by the Title Company;

(5) such other customary closing documents required in the State of Illinois, Cook County, and/or the Village of Dolton, and any other real estate transfer tax forms

(vii) Purchaser shall receive from the Title Company an ALTA 2006 owner's policy of title insurance, or a mark-up to the Title Commitment which shall act as an irrevocable and unconditional commitment to issue the same, in an amount equal to the Purchase Price, dated, or updated to, the Closing Date, insuring, or committing to insure Purchaser's good and marketable title in fee simple to the Property subject only to the Permitted Exceptions and shall include extended coverage over General Exceptions 1 through 5 inclusive and contain the Title Endorsements;

(viii) Purchaser shall have received the Survey as required under Section 5(b)(ii);

(ix) Seller shall be in full compliance with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement.

(x) Seller shall otherwise be in compliance with all terms, conditions, covenants and provisions of this Agreement.

(b) Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and deliver title to the Property shall be subject to the following conditions precedent on and as of the Closing Date to the reasonable satisfaction of Seller or the waiver thereof by Seller, which waiver shall be binding upon Seller only to the extent made in writing and dated as of the Closing Date.

(i) Purchaser shall deliver the Purchase Price due hereunder, subject to the prorations as provided herein.

(ii) Purchaser shall be in full compliance with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement.

8. Apportionments.

(a) Closing Prorations. The following items shall be apportioned at the Closing between periods prior to Closing and periods following Closing, as of the Closing Date, and the Purchase Price shall be increased in the amount of any such items that relate to periods following the Closing, and decreased in the amount of any such items that related to periods prior to the Closing:

(i) Real estate taxes, assessments (other than special assessments), personal property taxes, and water, vault and sewer charges, as well as any other governmental charges or taxes assessed on the Property, based on the rates and assessed valuation applicable in the fiscal year for which assessed; provided that if the Closing shall occur before the real estate tax rate or personal property tax rate is fixed, the apportionment of said taxes shall be based on 105% of the most recently ascertainable real estate tax fiscal year. If, at the Closing, the Property or any part thereof is affected by an assessment which, at the option of Seller, is payable in installments and the first installment is then a charge or lien, or has been paid, then all unpaid installments of such assessments, including those which are to become due and payable after Closing, shall be deemed to be due and payable and to be a lien upon the Property and shall be paid and discharged by Seller at Closing, or, alternatively, a credit to the Purchase Price shall be given to Purchaser of an amount equal to such unpaid installments.

(ii) All charges and payments for utility services; provided that if there is no meter or if the current bill for any of such utilities has not been issued prior to the Closing Date, then such charges shall be adjusted at the Closing on the basis of the charges for the prior period for which bills were issued and shall be further adjusted when the bills for the current period are issued; provided further, to the extent possible, Seller shall terminate its accounts with the utility service providers and Purchaser shall establish its accounts with such utility service providers effective on the Closing Date, in which event, there shall be no proration for such utility services.

(b) Survival. The obligations of the parties hereto under this Section 8 shall survive the Closing.

9. Seller's Representations and Warranties. Seller hereby makes the representations and warranties contained in this Section 9, to Purchaser. These representations

and warranties are made as of the date hereof, and shall be deemed remade as of the Closing Date.

(a) Organization and Authority. Seller has full power and right to enter into and perform its obligations under this Agreement and the Other Documents, including, without being limited to, conveying the Property and the other Property. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (1) have been duly authorized by all necessary action on the part of Seller, (2) do not require any governmental or other consent and (3) will not result in the breach of any agreement, indenture or other instrument to which Seller is a party or is otherwise bound.

(b) Environmental Condition. Seller has not generated, stored or disposed of any hazardous waste on the Property, and Seller has no knowledge of any previous or present generation, storage, disposal or existence of any hazardous waste on the Property. The term "hazardous waste" shall mean "hazardous waste", "toxic substances" or other similar or related terms as defined or used from time to time in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6921, *et seq.*) and regulations adopted thereunder.

(c) Brokers. Seller represents and warrants that it has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement.

(d) Class 8 Application. Seller represents and warrants that it will review in good faith, and based on Seller's reasonable determination, support any Class 8 Eligibility Application that Purchaser completes and submits to the Cook County Assessor's Office for potential tax incentives pertaining to the Property and/or Land.

(e) Survival of Representations and Warranties. The representations and warranties of Seller contained herein shall survive the Closing.

10. Purchaser's Representations and Warranties. Purchaser hereby makes the representations and warranties contained in this Section 10, to Seller. These representations and warranties are made as of the date hereof, and shall be deemed remade as of the Closing Date.

(a) Organization and Authority. Purchaser is a limited liability company that has been duly organized and validly exists under the laws of the State of Illinois and is duly qualified to do business in the State in which the Property is located. Purchaser has full power and right to enter into and perform its obligations under this Agreement and the Other Documents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (1) have been duly authorized by all necessary action on the part of Purchaser, (2) do not require any governmental or other consent (except as otherwise provided herein), and (3) will not result in the breach of any agreement, indenture or other instrument to which Purchaser is a party or is otherwise bound.

(b) Brokers. Purchaser represents and warrants that it has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement.

(c) AS/IS WHERE/IS. Other than as expressly set forth herein, Purchaser acknowledges that it is accepting the Purchased Assets in their AS/IS WHERE/IS condition.

(d) Survival of Representations and Warranties. The representations and warranties of Purchaser contained herein shall survive the Closing.

11. Risk of Loss.

(a) Fire or Other Casualty. The risk of any loss or damage to any of the Property by fire or other casualty before the Closing hereunder is assumed by Seller. In the event of any material damage or destruction of the Property, Purchaser, at any time thereafter, by written notice to Seller, shall have the option to cancel this Agreement. For the purposes hereof, "material" damage or destruction shall include any damage or destruction that would require more than Ten Thousand Dollars (\$10,000.00) to repair (including in said amount the amount of any revenues lost as a result of said fire or other casualty). If Purchaser so elects to cancel this Agreement, this Agreement shall terminate and be of no further force and effect, Purchaser shall be refunded the Deposit plus accrued interest and neither party shall have any liability to the other hereunder.

(b) Eminent Domain. The risk of any loss or damage to the Property by condemnation before the Closing Date hereunder is assumed by Seller. In the event of any material condemnation to the Property, Purchaser, at any time thereafter, by written notice to Seller, shall have the option to cancel this Agreement. For the purposes hereof, "material" condemnation shall include any taking of property worth more than Ten Thousand Dollars (\$10,000.00) or more. If Purchaser so elects to cancel this Agreement, this Agreement shall terminate and be of no further force and effect, Purchaser shall be refunded the Deposit plus accrued interest and neither party shall have any liability to the other hereunder.

(c) Survival. The parties' obligations, if any, under this Section 10 shall survive the Closing.

12. Remedies.

(a) Seller's Default. If, prior to the Closing, Seller shall default under any covenant or obligation or materially breach any representation or warranty set forth herein (which default is not waived in writing by Purchaser), or any of the Closing Conditions of Purchaser pursuant to Section 7(a) shall not be satisfied or prepared to be satisfied (any of the foregoing, a "Seller Failure"), then Purchaser may elect to (1) terminate this Agreement by written notice to Seller, in which case provided that no material Purchaser Failure (as hereinafter defined) has occurred, Purchaser shall receive a refund of the Deposit plus any accrued interest within three (3) business days thereafter, or (2) specifically enforce this Agreement.

(b) Purchaser's Default. If, prior to the Closing, Purchaser shall default under any covenant or obligation or materially breach any representation or warranty set forth

herein (which default is not waived in writing by Seller), or any of the Closing Conditions of Seller pursuant to Section 7(b) shall not be satisfied or prepared to be satisfied (any of the foregoing, a "Purchaser Failure"), then Seller may elect to (1) declare this Agreement terminated by written notice to Purchaser, in which case provided that no Seller Failure has occurred, the Deposit plus any accrued interest shall be paid to Seller as liquidated damages, as Seller's sole remedy, or (2) specifically enforce this Agreement.

13. **Notices.** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile or email transmission as evidenced by a receipt transmission report, addressed as follows:

if to Seller: Village of Dolton

with a copy to: Stan Urban, Village Administrator
subrna@vodlton.org
and
John Murphey, Attorney for Seller
jmurphey@rmcj.com

if to Purchaser: Dolton Nursing & Rehab Realty, LLC
8131 N. Monticello Ave.
Skokie, Illinois 60076

with a copy to: Legal Department
8131 N. Monticello Ave.
Skokie, Illinois 60076
Attn: General Counsel

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

14. **Closing Costs.** Seller shall bear the cost to record any instrument to clear Seller's title except the Permitted Exceptions. Transfer taxes, if any, shall be paid as set forth in the applicable municipal ordinance, or, if not so set forth, by local custom. Seller shall pay all costs and fees customarily paid by sellers in a real estate sale transaction in the Village of Dolton, Cook County, Illinois. Purchaser shall pay all costs and fees customarily paid by purchasers in a real estate sale transaction in the Village of Lincolnwood, Cook County, Illinois. Seller on one

side and Purchaser on the other agree to pay their own attorneys' fees incurred in connection with the negotiation, preparation and consummation of the transactions contemplated hereby.

15. **Choice of Law.** THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS.

16. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement, together with all exhibits and schedules attached hereto and any other agreements referred to herein, constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto. The Schedules and Exhibits annexed hereto are hereby incorporated herein by reference as fully as though set forth herein. This Agreement may not be modified or amended except in writing signed by the parties hereto. All understandings and agreements heretofore and between the parties are merged in this Agreement and all exhibits and schedules attached hereto, which alone fully and completely expresses their agreement.

(b) **Waiver.** No waiver of any term, provision or condition of this Agreement, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

(c) **Dispute Resolution.** The parties hereto agree that with respect to all disputes, problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith (collectively "Disputes"), the parties hereto shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the parties hereto are unable within ten (10) days of the arising of the Dispute to resolve the Dispute in good faith, then other than with respect to any action for specific performance hereunder, either party may submit to final and binding arbitration before the American Arbitration Association ("AAA"), with an office located in Chicago, Illinois, or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq.* The parties hereto agree that the rules of the American Arbitration Association applicable to commercial arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. The parties hereto agree that this Section 15(c) has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

(d) **Jurisdiction; Venue.** EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, IN THE EVENT ANY DISPUTE BETWEEN THE PARTIES HERETO RESULTS IN LITIGATION, OR TO THE EXTENT A PARTY MUST GO TO A COURT OF LAW TO ENFORCE A JUDGMENT ARRIVED AT THROUGH ARBITRATION PURSUANT TO SECTION 15(c) OF THIS AGREEMENT, ALL SUCH ACTIONS OR

PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY OR THE U.S. COURT WITH JURISDICTION THEREOF. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

(e) Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, and by electronic or facsimile signature, all of which taken together shall constitute one fully binding instrument.

(g) Further Assurances. Each of Seller and Purchaser shall provide to the other such further assurances as may reasonably be required hereunder to effectuate the purposes of this Agreement and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments as may be provided for hereunder.

(h) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

(i) Usage. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or "any" shall mean "any and all"; "or" shall mean "and/or" "including" shall mean "including without limitation.

(j) No Strict Construction. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

SELLER:

VILLAGE OF DOLTON

By: _____

Name: _____

Its: _____

PURCHASER:

DOLTON NURSING & REHAB REALTY, LLC
an Illinois limited liability company.

By: _____

Name: _____

Its: _____

Exhibit A

Legal Description

Exhibit B

Allocation of Purchase Price

Exhibit C

Form of Special Warranty Deed

Exhibit D

Form of Bill of Sale