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Prepared by and upon
Recording Return to:

Helaine A. Scholnick, Esq.
Winston & Strawn
35 W. Wacker Drive
Chicago, Illinois 60601

. DEPT-01 RECORDING \$37.00
. 7:00:12 TRAN 9268 02/23/96 09:28:00
. #3062 + CG *-96-140825
. COOK COUNTY RECORDER

Right of First Refusal

Recitals

- A. On even date herewith, Charles B. Boehrer and Beth H. Boehrer (collectively, "Purchaser") purchased land and improvements from George D. Kennedy and Valerie P. Kennedy (collectively, "Seller") situated on the Village of Winnetka, legally described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Seller remains the owner of certain adjoining land legally described on Exhibit B attached hereto and made a part hereof ("Adjoining Property").
- C. As an inducement for Purchaser to consummate the transaction, Seller desires to grant, and Purchaser to receive, a right of first refusal ("Right of First Refusal") on the Adjoining Property upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the parties hereby agree as follows:

1. Notice of Offer. In the event, Seller receives a bona fide written offer ("Original Offer") for all or a portion of the Adjoining Property and intends to accept (or has accepted) such offer subject to the terms hereof, Seller shall promptly furnish Purchaser a true, accurate and complete copy of such offer ("Offer Notice").

2. Right of First Refusal. The Offer Notice shall constitute an offer to sell such portion of the Adjoining Property to Purchaser upon the terms and conditions of the Original Offer; provided, however:

- A. The purchase price specified therein shall be reduced by an amount equal to the sum of the brokerage commission (the "Adjusted Offer Price"), if any, which would otherwise be payable by Seller in connection with such

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sale (Seller shall exclude Purchaser as a party which would enable broker to collect a commission in connection therewith from any listing agreement for the Adjoining Property);

- B. Purchaser shall not be required to place more than 10% of the Adjusted Offer Price as an earnest money deposit.
- C. Purchaser shall not be required to close sooner than forty-five (45) days following the election of its Right of First Refusal.

3. Right of First Refusal Notice. Within thirty (30) calendar days of Purchaser's receipt of the Offer Notice, Purchaser shall notify Seller in writing of their election with respect to the Right of First Refusal.

4. Failure to Close Pursuant to Original Offer/Subsequent Offers. In the event Purchaser waives their Right of First Refusal with respect to the Original Offer and Seller then fails to consummate the transaction contemplated by such Original Offer, Seller shall again comply with the provisions hereof with respect to any subsequent offers.

5. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) two (2) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to a Seller, at its last known address as shown on the records of the Cook County Tax Collector, at the time of such mailing, or at such other address as Seller may hereafter designate by written notice to Purchaser, in which case said notice shall be effective at the time of mailing such notice, or, if to the Purchaser, addressed as follows: Current Owner, 1310 Forest Glen Drive North, Winnetka, Illinois, or to such other address as Owner shall from time to time designate by written notice to Seller.

6. Duration. Each of the conditions, covenants and restrictions set forth herein shall continue and be binding upon Purchaser and Seller, until May 9, 1997 (the "Expiration Date"); provided, however, in the event Purchaser makes any written offers after the Expiration Date (which offers shall be open for a period of 48 hours) to purchase the Adjoining Property (any such offer, a "Purchaser's Offer") on standard terms as set forth in Paragraph 2, and in the further event such offer is rejected by Seller, then, the conditions, covenants and restrictions hereof shall be binding upon and inure to the benefit of Purchaser and Seller for a period of one (1) year from the date of any Purchaser's Offer, but only to the extent that the amount of an Original Offer (reduced in accordance with the terms of Paragraph 2A hereof) does not exceed the amount of Purchaser's Offer. Purchaser shall have the right to extend this Right of First Refusal for additional periods of one (1) year each from the date of any Purchaser's Offer on the terms

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set forth in the preceding extended period of this Right of First Refusal.

7. Maintenance of Adjoining Property. From and hereafter the date hereof, if Purchaser fails to reasonably maintain the Adjoining Property until the Expiration Date, the Right of First Refusal herein shall terminate.

8. Successors and Assigns. This Right of First Refusal shall be binding upon Seller and Seller's respective legal representatives, successors and heirs. Purchaser's rights under this Right of First Refusal are personal to Purchaser and do not run with Purchaser's interest in the Property. Until the Expiration Date, Purchaser may assign their remaining rights under this Right of First Refusal to a subsequent buyer of the Property, and thereafter, Purchaser may not assign their rights hereunder.

9. Termination. This Right of First Refusal shall terminate in the event Purchaser ceases to be the owner of the Property after the Expiration Date or in the event Seller sells the Adjoining Property pursuant to an Original Offer with respect to which Purchaser has waived its rights hereunder or with respect to which this Right of First Refusal does not apply. In the event this Right of First Refusal is terminated, Purchaser will provide Seller with a Release (defined below) promptly following Seller's request. In the event Seller receives and accepts an Original Offer for all of the Adjoining Property subject to the terms hereof and this Right of First Refusal does not apply to such Original Offer or Purchaser waives the terms and conditions of this Right of First Refusal with respect to said Original Offer, then prior to closing of such Original Offer, Purchaser shall deposit in escrow a document, in recordable form and with instructions, which, at closing, evidences release (the "Release") of the terms and conditions granted in this Right of First Refusal; provided, however, Seller shall redeliver the Release to Purchaser if said Original Offer fails to close for any reason whatsoever and this Right of First Refusal shall remain binding on Seller in accordance with the terms and conditions of Paragraph 6, or in the alternative, if said Original Offer closes, Seller shall pay all recording fees in connection with such waiver from Purchaser.

[Signatures and notaries follow]

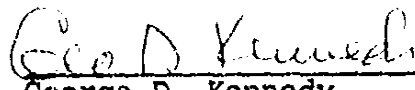
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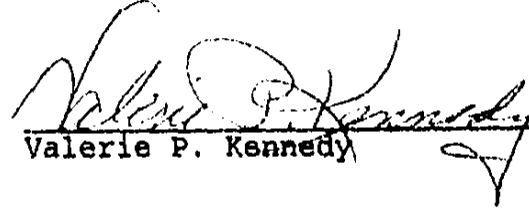
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SELLERS:



George D. Kennedy



Valerie P. Kennedy

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11/11/11

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PURCHASERS:

Charles B. Boehrer
Charles B. Boehrer

Beth H. Boehrer
Beth H. Boehrer

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, KRISTIN NYSTEDT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George D. Kennedy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ^{8th} day of February 1996.

~~~~~  
"OFFICIAL SEAL"  
Kristin Nystedt  
Notary Public, State of Illinois  
My Commission Expires 01/03/00  
~~~~~

Kristin Nystedt
Notary Public

My Commission Expires: 01/03/00

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, KRISTIN NYSTEDT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Valerie P. Kennedy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ^{8th} day of FEBRUARY 1996.

~~~~~  
"OFFICIAL SEAL"  
Kristin Nystedt  
Notary Public, State of Illinois  
My Commission Expires 01/03/00  
~~~~~

Kristin Nystedt
Notary Public

My Commission Expires: 01/03/00

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EXHIBIT A

LEGAL DESCRIPTION

Lot 34 and West 3 ft. of lot 35 in Forest Glen, a subdivision of the south 660 ft. of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 18. Township 42 North, Range 13, East of the third principal meridian in Cook County, Illinois.

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Address of property: 1310 Forest Glen
Winnetka

Permanent Real Estate Index Number: 05-18-228-022-0000

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2024/1/10

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EXHIBIT B

LEGAL DESCRIPTION

Lot 35 (except the West 3 ft thereof) and the West 3 ft of Lot 36 in Forest Glen. A subdivision of the South 660 ft of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18. Township 42 North, Range 13, East of the Third Principal Meridian, also the South 660 ft of the East 1 acre of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18. (Except the East 33 ft of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, in Cook County, Illinois

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2024/11/14