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**RIGHT OF
FIRST OFFER AGREEMENT
BY AND BETWEEN
EDWARD AND PATRICIA KRASE
AND
THE VILLAGE OF NORTHBROOK**

Property of Cook County Clerk's Office

96285304



This Document Prepared by
and After Recording Should
be Returned To:

Burke, Weaver & Frell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
Attn: Steven M. Elrod, Esq.

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01/14/2014

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RIGHT OF FIRST OFFER AGREEMENT

THIS AGREEMENT (this "Agreement") made this 11th day of April, 1996, by and between EDWARD and PATRICIA KRASE, Illinois (collectively the "Owner") and the VILLAGE OF NORTHBROOK (the "Village"),

WITNESSETH

WHEREAS, the Owner is the owner of the fee simple interest in that certain real estate located at 3105 Walters Avenue, Northbrook, Illinois, which property is legally described on Exhibit A attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Village is interested in purchasing the Subject Property at a future date; and

WHEREAS, the Owner desires to grant a right of first offer to the Village and the Village desires to accept such right as to the Subject Property on the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Right of First Offer. Prior to any sale of the Subject Property, and prior to contracting to sell the Subject Property, the Owner shall, by written notice to the Village (the "Offer"), offer the Subject Property for sale to the Village in the manner hereinafter set forth, and the Village shall have a period of 30 days following receipt of the Offer in which to accept or reject the Offer, by written notice to the Owner (the "Response") sent within said 30 day period. In the event that the Village fails to send the Response within said 30 day period, the Village shall be deemed to have rejected the Offer. Following acceptance or rejection of the Offer, the Subject Property may be sold by the Owner only in accordance with the provisions hereinafter set forth.

2. The Offer. The Offer shall contain the following information:

(a) The purchase price (including, without limitation, all cash payments and other consideration and the terms of payment thereof) (the "Purchase Price") for the Subject Property; and

(b) All other material terms and conditions applicable to the proposed sale of the Subject Property.

3. Acceptance of Offer. If the Village accepts the Offer by timely sending the Response, the Subject Property shall thereafter be sold by the Owner and purchased by the Village at a closing (the "Closing") to be held at a place and on a date specified in the Offer, which date shall be not earlier than 30 days following expiration of the 30 day period described in Section 1 hereof. The Closing shall be in accordance with the customs then prevailing in Chicago, Illinois.

4. Rejection of Offer. If the Village rejects the Offer, the Owner shall be free, during the 120 day period following expiration of the 30 day period described in Section 1 hereof, to offer, contract and otherwise make available for sale the Subject Property and to sell the Subject Property on the terms described in the Offer; provided that, if the Subject Property has not been sold in accordance with the Offer during said 120 day period, all of the provisions of Section 1 through 3 hereof shall again be applicable to any sale or attempted sale of all or any portion of the Subject Property.

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5. Notices. Any notice, demand, request or other communication which may or shall be given or served pursuant to this Agreement shall be in writing and shall be either (a) personally delivered, (b) sent by U.S. mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows, unless otherwise requested by notice provided in accordance with the terms hereof:

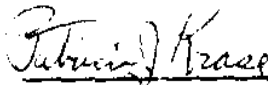
- (i) If to the Village: Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attn: Village Manager
- (ii) If to Owner: Edward and Patricia Krase
3105 Walters Avenue
Northbrook, Illinois 60062-4371

6. Recording. Either party may record this Agreement against the Subject Property in the Office of the Cook County Recorder of Deeds.

7. Successors and Assigns. This Agreement is and shall be binding on the heirs, executors, successors, transferees and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

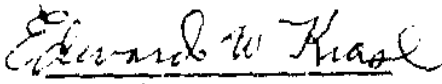
VILLAGE OF NORTHBROOK



Patricia Krase

By: 

John M. Novinson, Village Manager



Edward Krase

ATTEST:



Lona N. Louis, Village Clerk

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EXHIBIT A

Legal Description of Subject Property

The North 360.62 feet of the East 101.23 feet of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois; and

Permanent Index No.: 04-08-402-012-0000

Property Address: 3105 Walters Avenue, Northbrook, Illinois

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ACKNOWLEDGEMENTS

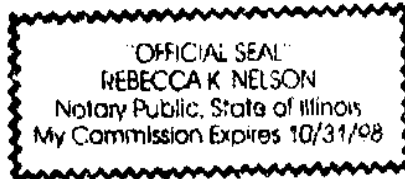
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

Rebecca K. Nelson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia Krause 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 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 official seal this 11th day of April, 1996.

Rebecca K. Nelson
Notary Public

Commission Expires 10/31/98



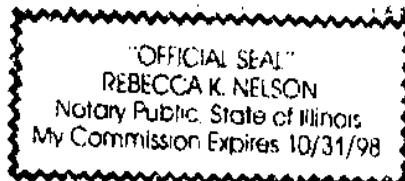
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

Rebecca K. Nelson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Krase 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 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 official seal this 11th day of April, 1996.

Rebecca K. Nelson
Notary Public

Commission Expires 10/31/98



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ACKNOWLEDGEMENTS

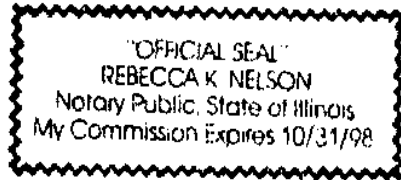
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on April 11, 1996, by John M. Novinson, the Village Manager of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 11th day of April, 1996.

Rebecca K. Nelson
Notary Public

Commission Expires 10/31/98



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