

**FRANKFORT SQUARE PARK DISTRICT  
ORDINANCE NO. 24-08-357**

**AN ORDINANCE  
AUTHORIZING THE PURCHASE OF REAL PROPERTY AND AN  
INTERGOVERNMENTAL AGREEMENT WITH  
THE BOARD OF EDUCATION OF SUMMIT HILL SCHOOL DISTRICT 161**

**WHEREAS**, the Board of Education of Summit Hill School District 161 (“**School Board**”), is the owner of real property identified on Exhibit A hereto (“**District 161 Property**”); and

**WHEREAS**, the Frankfort Square Park District (“**Park District**”) is a “municipality,” as that term is defined in the *Local Government Property Transfer Act*; and

**WHEREAS**, the Park District and the School Board agree the purchase and sale of the District 161 Property will be of mutual benefit for their respective corporate purposes; and

**WHEREAS**, in accordance with Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), the Park District hereby declares it is necessary or convenient for it to use, occupy or improve the District 161 Property; and

**WHEREAS**, the School Board has or will determine the District 161 Property has become unnecessary, unsuitable and inconvenient for the uses of the School Board; and

**WHEREAS**, the School Board has or will determine, by two-thirds vote of its members, it is in the best interests of the School Board to convey the District 161 Property to the Park District in accordance with the *Local Government Property Transfer Act* (50 ILCS 605/0.01 *et seq.*); and

**WHEREAS**, the School Board and the Park District desire to enter into an intergovernmental agreement pursuant to Section 2 of the *Local Government Property Transfer Act*, 50 ILCS 605/2, to provide for the purchase and sale of the District 161 Property, a copy of which is attached hereto as Exhibit B (“**Intergovernmental Agreement**”).

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Frankfort Square Park District, as follows:

**Section 1:** The Park Board hereby declares it is necessary or convenient for it to use, occupy or improve the District 161 Property and it is in the best interest of the Park District to acquire title to the District 161 Property in accordance with the terms of the Intergovernmental Agreement.

**Section 3:** The Park Board hereby approves the Intergovernmental Agreement in substantially the form provided in Exhibit B hereto.

**Section 4:** The Board President, the Executive Director and Park District Attorney are hereby authorized to sign such documents and perform such actions on behalf of the Board as are necessary to complete the purchase of the District 161 Property as provided herein, including the Intergovernmental Agreement.

**Section 5:** This Ordinance shall be in full force and effect forthwith upon its passage and any and all ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**ADOPTED** this 15<sup>th</sup> day of August, 2024, in the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**FRANKFORT SQUARE PARK  
DISTRICT**

By: \_\_\_\_\_  
**President, Board of Commissioners**

**ATTEST:**

By: \_\_\_\_\_  
**Secretary, Board of Commissioners**

**EXHIBIT A**

**DESCRIPTION OF DISTRICT 161 PROPERTY**

Frankfort Square School located at 7710 W. Kingston Dr., Frankfort, IL 60423

P.I.N. 19-09-13-100-016-0000

**EXHIBIT B**

**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF EDUCATION OF SUMMIT HILL SCHOOL DISTRICT NO. 161  
AND  
THE FRANKFORT SQUARE PARK DISTRICT  
TO  
TRANSFER REAL PROPERTY**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 2024 by and between the Board of Education of Summit Hill School District No. 161, Will County, Illinois (“**District 161**” or “**D161**” or “**Seller**”) and the Frankfort Square Park District (“**Park District**” or “**Purchaser**”).

**WITNESSETH:**

**WHEREAS**, District 161 owns real property commonly known as Frankfort Square School located at 7710 W. Kingston Dr., Frankfort, IL 60423 and legally described in Exhibit A hereto (“**School District Property**”); and

**WHEREAS**, District 161 owns real property commonly known Mary Drew School, 20130 S. Rosewood Dr., Frankfort, IL 60423, where it plans to purchase and install a new early childhood playground (the “**Playground**”); and

**WHEREAS**, District 161 and the Park District agree that the transfer of title to the School District Property will be of mutual benefit for their respective corporate purposes; and

**WHEREAS**, pursuant to Section 2 of the *Local Government Property Transfer Act*, 50 ILCS 605/2, the parties have the authority to enter into this Intergovernmental Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of District 161 and the Park District, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, District 161 and the Park District hereby covenant and agree as follows:

1. **Transfer of Title; Purchase Price.**

A. **Conveyance.** For and in consideration of Purchaser paying Seller the Purchaser Price, as more specifically defined herein, District 161 shall convey or cause to be conveyed to the Park District, by a valid and recordable warranty deed, the School District Property, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of the Park District; (c) covenants, conditions and restrictions of record; and (d) those exceptions set forth on Exhibit B hereto (the “**Permitted Exceptions**”).

B. **Purchase Price.** For and in consideration for the Seller conveying the School District Property, the Purchaser will pay the Seller the sum of Five Hundred Thousand Dollars (\$500,000) (the “**Purchase Price**”). The Purchase Price will be paid in ten (10) equal, annual installments of Fifty Thousand Dollars (\$50,000) without the accrual of any interest so long as each installment is paid on time. Installment payments will be due and payable on the date of Closing and on each anniversary of the Closing for the next nine (9) years. If payment is not received within thirty (30) days of the payment due date set forth in this subsection, the undue balance shall accrue interest until paid at a rate of 5% per annum, calculated daily and compounded monthly.

C. **Playground.** In further consideration for the Seller conveying the School District Property, Purchaser agrees to pay the Seller for the cost of purchasing the Playground in the sum of not greater than One Hundred Fifty-Five Thousand Two Hundred Thirty Dollars and No/Dollars (\$155,230.00) (the “**Playground Price**”). The payment of the Playground Price shall occur at Closing.

2. **Survey.** Seller shall deliver, or cause to be delivered, to the Purchaser within forty five (45) days from the date hereof an ALTA survey of the School District Property, by an Illinois registered land surveyor, which is dated not more than six (6) months prior to the date of the Closing (referred to hereinafter as a “**Survey**”), showing legal descriptions, all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line setbacks, fences, and any improvements on the School District Property, and distances thereof to all lot lines. Seller agrees to provide Purchaser at the Closing an affidavit verifying that no changes in improvements have been made since the date of the Survey. If a Survey shows other than Permitted Exceptions or encroachments from adjacent property, then these shall be considered defects in the title. Such Survey shall be attached as Exhibit C to this Agreement and used to confirm the legal descriptions of the School District Property to be used on the quit claim deed.

3. **Evidence of Title.** Seller shall deliver, or cause to be delivered, to Purchaser within thirty (30) days from the date hereof, a current title commitment(s) from an Illinois title insurance company (hereinafter referred to as the “**Title Company**”) for an ALTA owner’s title insurance policy, providing extended coverage by deletion of the general exceptions which would otherwise be included in such title insurance policy, for the amount of the Purchase Price, together with copies of all instruments containing or creating covenants, conditions, easements and restrictions affecting the School District Property. The aforesaid commitments shall show title in the intended grantor, subject only to (1) the title exceptions set forth in Paragraph 1; and (2) title exceptions pertaining to liens or payment of money at the Closing and which the Seller will so remove from their respective properties at that time at their sole cost.

4. **Property Sold “As Is, Where Is”.** The School District Property, including the land, building and improvements, shall be conveyed to Purchaser on an 'as is, where is' basis without any representations or warranties of any kind, express or implied, either oral or written, made by the Seller or any agent or representative of the Seller with respect to the physical, environmental or structural condition of the property, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic, hazardous or petroleum materials, substances or wastes (including, but not limited to asbestos) in, on, under, or affecting the School District Property. Except as is otherwise expressly set forth in these terms and conditions, neither the Seller nor agent of the Seller has made or hereby makes any warranty or representation whatsoever, and the Seller and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition or improvements, quality or merchantability of the property or any portion thereof. The Purchaser agrees to take the School District Property, as is, where is, and in so agreeing, the Purchaser acknowledges and represents that Purchaser has inspected or will inspect the School District Property and has made or will make such inspection as Purchaser deems appropriate into the conditions affecting the School District Property, including without limitation, the conditions described above. In so doing, the Purchaser represents that Purchaser has retained or will retain, at Purchaser’s sole cost and expense, such experts and consultants to assist in such inspection and investigation as Purchaser has deemed or will deem appropriate. In agreeing to purchase the School District Property 'as is, where is' and without representation or warranty, express or implied, oral or written, except as expressly set forth in these terms and conditions, the Purchaser acknowledges and represents that Purchaser has factored the 'as is, where is' condition of the School District Property into the price the Purchaser hereby agreed to pay for the School District Property, and is satisfied with the same. Purchaser reserves the right to inspect/examine the School District Property as provided hereinbelow and to exercise the rights provided hereinbelow based upon such inspection.

5. **Right to Inspection.**

A. Seller agrees that Purchaser and its contractors, subcontractors and their respective employees (collectively, “Purchaser's Representatives”) shall have the right to enter upon the School District Property after the execution of this Agreement and expiring 45 days following the execution of this Agreement (the “Inspection Period”) to (i) inspect the School District Property, including conducting a Phase I environmental site assessment; and (ii) conduct reasonable tests thereon, and to make such other examinations with respect thereto as Purchaser, or its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary; provided, however, Purchaser shall not conduct any subsurface or environmental investigations of the School District Property (excepting only a non-invasive Phase I environmental assessment) without Seller’s prior written consent, which consent shall not be unreasonably withheld. Any tests, examinations or inspections of the School District Property by Purchaser and all costs and expenses in connection with such testing, examination and inspection of the School District Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with Seller’s

ownership of the School District Property or increase Seller's liability with respect to Seller's ownership of the School District Property.

B. Purchaser may engage only qualified, independent contractors, subcontractors or consultants to assist with any environmental investigation of the School District Property (Phase I and/or Phase II); however, no contractual, legal or other relationship will be created between Seller and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Seller to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant.

In the event Purchaser elects to perform any environmental study (such as a Phase I or Phase II environmental study) with respect to the School District Property, the Purchaser agrees that:

- (i) Purchaser shall provide Seller with a verbal report of the consultant's site visit and a copy of the test data as soon as it is available;
- (ii) Purchaser shall provide Seller with a copy of the final reports (Phase I and/or Phase II); and
- (iii) Purchaser shall notify Seller at least five (5) business days prior to such tests, specifying a time and date when such tests will be performed so that Seller's designee(s) may, at its option, be available during the taking of such tests and, at Seller's option and expense, Seller may take split samples of any test borings. Any tests, examinations or inspections of the School District Property by Purchaser and all costs and expenses in connection with such inspection of the School District Property (or any part thereof) shall be at the sole cost of Purchaser and shall be performed in a manner not to interfere with Seller's or any other person's use of the School District Property or other property owned by Seller and shall not violate any law or regulation of any governmental authority.

To the extent Purchaser's inspections or tests disclose the presence of any existing contamination on the School District Property in violation of applicable law, then upon becoming aware of any hazardous substance, Purchaser shall immediately cease any further testing and shall notify Seller of the existence of such hazardous substance and provide such reasonable information as Seller may request in connection therewith.

C. If, after completing such inspection, Purchaser is not satisfied with the School District Property for any reason, then Purchaser may terminate this sale by giving written notice to Seller within 5 days after expiration of the Inspection Period whereupon Purchaser shall deliver to Seller copies of all documents provided by Seller to it with respect to the School District Property. Thereafter, neither party shall have any further obligation hereunder except any indemnification liability Purchaser may have under Paragraph 11 hereof. If Purchaser does not purchase the School District Property for any reason, Purchaser, at its expense, shall restore the School District Property to substantially the same condition as existed immediately prior to any changes made by Purchaser and shall provide Seller with a copy of any environmental inspection reports it received in connection with the School District Property prepared by independent third parties on behalf of Purchaser. The School District acknowledges it cannot rely on any report prepared expressly for the Park District and if the School District wishes to rely on such report it must first obtain prior written approval from the Park District's contractor.

D. Upon the closing of this transaction, Purchaser shall be deemed to represent that it has inspected the School District Property and knows the condition thereof and that it is accepting the same in its present "As Is" condition with all defects and faults. Purchaser further acknowledges that neither Seller nor any agent, employee or representative of Seller or any other person purporting to represent Seller has made, and Purchaser has not been induced by nor relied upon, any statement, warranty or representation, whether express or implied, as to the environmental and physical condition of the School District Property or the adequacy of any environmental assessment reports that Seller may have provided to Purchaser with respect to the School District Property. Seller makes no representation as to the fitness of the School District Property for any particular purposes. Purchaser acknowledges that in making its decision to purchase the School District Property it has relied on its own investigation of the physical and environmental condition of the School District Property.

6. **Correction of Defects.** If the title commitment or Survey herein required discloses title exceptions which will prevent Purchaser from its intended use of the School District Property ("unpermitted exceptions"), Purchaser shall have fifteen (15) days from receipt of the title commitment or Survey, whichever is last, to notify the Seller of

any objections to unpermitted exceptions contained therein. Any exception identified on the title commitment or Survey shall become a Permitted Exception if Purchaser does not provide timely notice that it objects to such exception. The Seller shall have (30) days from the date of receipt of such notice of objection to have the exceptions removed from the title commitment or Survey or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. In such event, the Closing shall be extended to a date fifteen (15) days after delivery of the corrected title commitment or the time specified in Paragraph 7 hereof, whichever is later. If the Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may terminate this Agreement, after first meeting and conferring with the Seller to negotiate in good faith on an alternative resolution. If the Seller fails or refuses to have the exceptions removed, Purchaser may waive its objections and agree to close on the property with such exceptions, all of which shall become Permitted Exceptions.

7. **Closing.** The Closing herein described (“**Closing**”) shall be no later than sixty (60) days after the date that the last party signs this Agreement, or as mutually agreed (or on the date to which such time is extended by reason of Paragraph 6 or Paragraph 12 hereof, whichever date is later) at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money Escrow then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the deeds shall be made through the escrow and the cost of said escrow shall be shared equally by both parties.

8. **Delivery of Possession.** Seller shall deliver possession and control of the School District Property to Purchaser on the day of Closing.

9. **Closing Adjustments.** Seller will provide evidence satisfactory to Purchaser at the Closing that all general real estate taxes for which bills have been issued have been paid in full or evidence that the School District Property is exempt from real estate taxes. The parties shall prorate all rents and other items of income under any leases on the School District Property collected, if any, prior to the Closing and applicable to periods after the Closing.

10. **Covenants, Representations, and Warranties.**

10.1 To induce Purchaser to enter into this Agreement, the Seller hereby represents as of the date hereof and as of the date of Closing that, to the best of the Seller’s knowledge:

- A. **Authority.** It has full power to execute, perform, and deliver this Agreement, and to consummate each of the transactions contemplated hereby.
- B. **Violation of Laws.** It has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the School District Property.
- C. **Notice of Legal Proceedings.** It has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the School District Property.
- D. **Leases, Tenancies and Encumbrances.** There are no contracts, covenants, financing statements, leases or other agreements which affect the property to be transferred pursuant to this Agreement that will survive the Closing, except for unrecorded use agreements in favor of Purchaser or as otherwise disclosed in this Agreement and its exhibits. The Seller shall be fully responsible for payment and satisfaction of any and all obligations, liabilities, expenses and accruals relating to or affecting the School District Property that were incurred or accrued or where the underlying act or omission giving rise to any claim or cause of action occurred prior to the date of the Closing, except the extent resulting from the negligent act or omission of Purchaser, its officers, employees, agents, invitees and guests.

- E. Notice of Action. From the date hereof through the Closing, the Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by it relating to the School District Property given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the School District Property or the use thereof.

10.2 To induce the Seller to enter into this Agreement, Purchaser hereby represents as of the date hereof and as of the date of Closing that, to the best of the Purchaser's knowledge:

- A. Authority. It has full power to execute, perform, and deliver this Agreement, and to consummate each of the transactions contemplated hereby.
- B. Violation of Laws. It has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the performance of this Agreement.
- C. Notice of Legal Proceedings. It has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, pertaining to or affecting the performance of this Agreement.

10.3 Prohibition on Encumbrances. Between the date of this Agreement and the Closing neither party may:

- (1) create, incur, or suffer to exist any mortgage, lien, pledge or other encumbrance in any way affecting title to the School District Property, either presently or by the passage of time; and
- (2) enter into any contracts or agreements pertaining to the School District Property without first obtaining the written consent of the other.

11. **Provisions with Respect to the Closing.**

A. At the Closing, the Seller shall deliver (in addition to the documents referred to in Paragraph 1 above) to the Purchaser and Title Company the following fully executed documents:

- 1. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;
- 2. Affidavit of Title in customary form;
- 3. Title Company Settlement Statement;
- 4. Applicable Real Estate Transfer Declarations;
- 5. An ALTA statement in customary form;
- 6. A final invoice to the Playground; and
- 7. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the title commitments described in Paragraph 3 hereof.



B. At the Closing, the Purchaser shall deliver to the Seller and Title Company the following fully executed documents:

1. First installment of the Purchase Price;
2. The Playground Price;
3. Title Company Settlement Statement; and
4. An ALTA statement in customary form.

5. All such further instruments and documents as are reasonably required by the Title Company to issue the title commitments described in Paragraph 3 hereof.

12. **Conditions to Parties' Obligations to Close.** Purchaser shall have no obligation to consummate the transaction provided for by this Agreement unless each and every one of the following conditions shall have been satisfied:

- A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
- B. The Seller shall be prepared to deliver to Purchaser or the Title Company all instruments and documents to be delivered at the Closing pursuant to the terms and provisions hereof.
- C. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking (or deed in lieu of condemnation) of any substantial part of the School District Property. The Parties shall immediately notify the other in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.
- D. There shall have been no material change in, damage to, or casualty suffered by the School District Property. In the event of any casualty the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.
- E. Title has been delivered in satisfactory condition in accordance with the terms of Paragraphs 2 and 3 above.
- F. The continued validity in all respects of the aforesaid representations of Paragraph 8 shall be a condition precedent to Purchaser's obligation to close the transaction contemplated hereby. If any of said covenants shall not be valid and correct at any time during the period from the date hereof through the date of the Closing, then Purchaser may, at its option, terminate this Agreement and there shall thereafter be no further liability on the part of Purchaser hereunder, or, Purchaser may elect to close the transaction without any waiver or limitation of the remedies available to Purchaser hereunder or under law. All representations made by the Parties under this Agreement shall survive the Closing for a term of one (1) year.

13. **Default.** In the event of default by the Purchaser by means of non-payment of any of the installment payments set forth in Section 1(b), the Purchaser will be liable for monetary damages equal to the balance of the purchase price still owed at the time of the default, plus any interest charges, late fees, or additional costs incurred by the Seller due to the default. The Purchaser will also be responsible for any reasonable costs, including attorneys' fees, legal costs, court costs and collection agency fees, incurred in the collection of these amounts.

14. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by commercial carrier (e.g. Federal Express), or (iii) personally delivered by hand against receipt therefore to the parties at the address set forth below, or such other address as any

party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or the date of receipt of sent by commercial carrier or mailed.

If to Seller: Summit Hill School District No. 161  
20100 S. Spruce Drive  
Frankfort, Illinois 60423  
Attn: Superintendent

with a copy to: Mallory Milluzzi  
Klein, Thorpe & Jenkins, Ltd.  
120 N. LaSalle Dr., Ste 1710  
Chicago, Illinois 60603

If to Purchaser: Frankfort Square Park District  
7540 W. Braemar Lane  
Frankfort, Illinois 60423  
Attn: Executive Director

with a copy to: Adam Simon  
Ancel Glink, P.C.  
175 E. Hawthorn Pkwy., Suite 145  
Vernon Hills, Illinois 60061

15. **Time.** Time is of the essence of this Agreement.
16. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be solely in the Circuit Court of Will County. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.” This Agreement contains the entire agreement between the parties hereto relative to the transfer of the School District Property hereunder and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
17. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or legal holiday, the date shall be deferred until the first business day following such a date.
18. **Broker.** Each Party hereby represents to other that it has not had any dealings with respect to the School District Property and this Agreement with any broker or real estate dealer. Each Party agrees to indemnify, defend and hold the other harmless against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
19. **Waiver.** Purchaser and the Seller reserve the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.
20. **Binding Effect and Survival.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. There are no third-party beneficiaries intended or created by this Agreement.

21. **Captions.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
22. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof.
23. **Survival.** In addition to those covenants, representations and warranties expressly stated herein to survive the Closing, all covenants and representations of all parties hereto, which are not fully performed at or prior to the Closing shall survive the Closing for a term of one (1) year.
24. **Shared Use of Frankfort Square School.** D161 and the Park District are parties to a separate agreement concerning the Park District's shared use of other real property owned by D161. Prior to Closing, the terms and conditions of that agreement shall also apply to the Park District's use of Frankfort Square School. Following Closing, that separate agreement shall no longer apply to Frankfort Square School without any requirement to modify or amend that separate agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement as of the date(s) written below.

**SELLER:**

**PURCHASER:**

**Board of Education of Summit  
Hill School District No. 161**

**Frankfort Square Park District**

**By: \_\_\_\_\_  
Its: President**

**By: \_\_\_\_\_  
Its: President**

**Dated: \_\_\_\_\_**

**Dated: \_\_\_\_\_**

**ATTEST:**

**ATTEST:**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Its:**

**Its: Secretary**

**Dated: \_\_\_\_\_**

**Dated: \_\_\_\_\_**

**EXHIBIT A**

**DESCRIPTION OF SCHOOL DISTRICT PROPERTY**

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

None.

**EXHIBIT C**  
**SURVEY**