



Meeting Date:	April 14, 2025
Submitter:	Patrick Ainsworth, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
Department:	Community & Economic Development
Agenda Item:	First Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

Background:

On July 15, 2024, the City of Crest Hill and QuikTrip Corporation entered into a purchase and sale contract (hereinafter referred to as the “Contract”) for QuikTrip’s potential purchase and redevelopment of the former City Hall, located at 1610 Plainfield Road, with a new fueling center, convenience store, and additional future commercial uses (collectively the “Project”). Copies of this resolution and contract are attached for reference as Exhibit A. Under the Contract, QuikTrip had the ability to trigger two 45-day extensions to the contract for additional due diligence work on the site by paying the City \$5,000 for each extension (referred to in Sections 10 and 11 of the Contract as the “Inspection Period”). QuikTrip has triggered both of these 45-day extensions.

Current Status:

One of the more important elements of QuikTrip’s ongoing due diligence work is to confirm what type of vehicle access the Illinois Department of Transportation (IDOT) will allow onto Plainfield Road for the Project. QuikTrip is desirous to have at least one full access curb cut onto Plainfield Road. As such, QuikTrip submitted a traffic study and a preliminary site development plan for the Project for IDOT review and input on March 17, 2025. As of the preparation of this memo, IDOT has not responded to this submission.

The current Contract, with the two extensions applied, expires on April 11, 2025. QuikTrip’s Real Estate Manager submitted the April 8, 2025, letter attached as Exhibit B to request an amendment (the “First Amendment”) to the Contract to provide QuikTrip an additional 90 days to work with the City of Crest Hill and IDOT to understand what type of driveway access for the Project will be allowed on the adjacent roadways. A copy of this request is attached as Exhibit B. As noted in Exhibit B, QuikTrip can close on its purchase of the City’s property *without* having to first obtain a permit from IDOT. However, it is imperative to allow QuikTrip more time to work with IDOT to at least obtain feedback regarding a full vehicle access curb cut onto Plainfield Road.

Given the City’s ongoing concerns with the safety of the operation of the existing Knapp Dr./Theodore Street intersection, cut through traffic on Knapp Dr., and the importance of a full access drive on

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First Amendment to the Contract for Purchase of Real Estate of the Former City Hall
Plainfield Road for any new commercial development on the former City Hall site, City Engineer Wiedeman and Community and Economic Development Director Ainsworth participated in a meeting with

IDOT representatives regarding these issues on April 3, 2025. Staff is awaiting written feedback on this meeting from IDOT. That feedback will help inform future City discussions and decisions regarding QuikTrip's project and potential City efforts to calm traffic on Knapp Dr.

First Amendment Details

Representatives City staff, the City Attorney's office and QuikTrip have collaborated to prepare the draft "First Amendment" attached as Exhibit C for the City Council's consideration. Highlights of this amendment include:

- An additional 90-day due diligence period for QuikTrip to continue working with IDOT on understanding their access onto Plainfield Road;
- An additional payment of \$10,000 that will be deposited into the escrow account and go towards the purchase price;
- As part of the evaluation of traffic flow in this area, QuikTrip acknowledges the City may require or implement vehicular access restrictions and/or traffic calming measures in the Knapp Drive corridor; and
- Acknowledges the City would cooperate and be a co-applicant on the IDOT driveway access permit if required by IDOT.

Community and Economic Development staff recommends approval of the First Amendment as this will assist efforts to redevelop the former City Hall property, bring a tax-exempt property back onto the property tax rolls, and this extension will also assist the City to understand the accessibility of this site onto Plainfield Road. Should QuikTrip go through with the extension and not purchase the property, the City will at least have gained a more clear understanding of IDOT's restrictions for vehicle access onto Plainfield Road. Such information will assist with future development/redevelopment efforts.

Recommended Council Action: Direct City Staff and Attorney to Draft a Resolution to Approve and Authorize the First Amendment to the Purchase and Sale Agreement for the April 21, 2025, City Council Regular Session.

Attachments:

- Exhibit A – Resolution 1246 with Executed Contract to Sell the Old City Hall 1610 Plainfield Road to QuikTrip Corporation
- Exhibit B - Letter Dated April 8, 2025 from QuikTrip Requesting an Amendment to the Contract for Purchase of Real Estate
- Exhibit C - DRAFT First Amendment to Contract for Purchase of Real Estate

Exhibit A

RESOLUTION NO. 1246

A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO SELL THE OLD CITY HALL PROPERTY (1610 PLAINFIELD ROAD, CREST HILL) TO QUIKTRIP CORPORATION

WHEREAS, the City Council of Crest Hill, Will County, Illinois, has the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to sell its property, commonly known as the old City Hall, located at 1610 Plainfield Road, Crest Hill, Illinois (the "Property"); and

WHEREAS, on April 15, 2024, the City Council passed Resolution No. 1216 declaring the Property surplus and authorizing City Staff to conduct the sale of the Property and to solicit offers; and

WHEREAS, QuikTrip Corporation ("QuikTrip") submitted an acceptable offer subject to negotiation of a Contract with the City; and

WHEREAS, the City desires to sell said Property to QuikTrip, and QuikTrip desires to purchase said Property from the City, for the purchase price of One Million Six Hundred Fifty and 00/100 (\$1,650,000) Dollars and on the terms and conditions set forth in the attached Contract for Purchase of Real Estate ("Contract") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Council hereby finds that it is in the best interests of the City of Crest Hill to enter into said Contract with QuikTrip.

NOW THEREFORE, BE IT RESOLVED by the City Council of Crest Hill, Will County, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: That the City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: The City Council hereby approves the Contract for Purchase of Real Estate attached hereto as Exhibit A and authorizes the Mayor to execute and enter into said Contract and to do all things necessary to close the sale in accordance with the terms of the Contract, including but not limited to execution of the deed and all closing documents necessary to complete the sale.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.


SECTION 5. This Resolution shall be in full force and effect from and after its passage, approval.

PASSED THIS 15TH DAY OF JULY, 2024.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Alderdwoman Claudia Gazal	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Alderman Darrell Jefferson	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Alderdperson Tina Oberlin	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Alderman Mark Cipiti	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Alderman Nate Albert	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Alderman Joe Kubal	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Alderdwoman Jennifer Methvin	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Mayor Raymond R. Soliman	<u> </u>	<u> </u>	<u> </u>	<u> </u>


Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF JULY, 2024.


Raymond R. Soliman, Mayor

ATTEST:



Christine Vershay-Hall, City Clerk

EXHIBIT A

**CONTRACT FOR PURCHASE OF REAL ESTATE
(Purchaser: QuikTrip Corporation)**

CONTRACT FOR PURCHASE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE OF REAL ESTATE ("Contract") is entered into between the CITY OF CREST HILL, an Illinois Municipal Corporation ("Seller"), and QUIKTRIP CORPORATION, an Oklahoma corporation, or assigns ("Buyer").

Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The "Effective Date" hereof shall be the last date the Agreement is executed by the Parties. The terms and conditions of which shall be as follows:

1.1 SALE: Seller agrees to sell and convey to Buyer by special warranty deed (the "Deed") and Buyer agrees to purchase the following-described real estate (the "Property") located in the **City of Crest Hill, Will County, Illinois**, as described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto, together with (i) all strips and gores of land lying adjacent to the Property which Seller owns, (ii) all rights, easements and appurtenances belonging and appertaining thereto which Seller owns, and (iii) all oil, gas and mineral rights associated with the Property, if any, which Seller owns, and (iv) all right, title and interest of Seller in and to any and all (a) roads, streets, alleys or public and private rights of way, bounding the Property and (b) any improvements thereon, if any, in their present condition. The exact size and legal description of the Property shall be determined by a survey, as provided in paragraph 4 hereof. Seller agrees to convey good and marketable title to the Property upon payment of the Purchase Price (as defined below).

1.2 SELLER REPRESENTATION OF OWNERSHIP: As of the date of the signing of this Contract by Seller, Seller expressly represents that the names and titles utilized herein to identify Seller, have fee simple ownership of the Property and have the ability to convey the Property to Buyer at Closing.

2. PURCHASE PRICE: The total purchase price is **One Million Six Hundred and Fifty Thousand and No/100 Dollars (\$1,650,000.00)** (the "Purchase Price") payable by Buyer as follows:

(a) Within **Ten (10)** business days of the receipt of Buyer's corporate approval pursuant to paragraph 3 hereof, **Twenty Thousand and No/100 Dollars (\$20,000.00)** shall be deposited as earnest money and part payment of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held in a non- interest bearing account by **Fidelity National Title – National Commercial Services, 210 N. Clark, STE 220, Chicago, IL 60602, ATTN: Kimya Sarmadi the ("Escrow Agent")**.

(b) The balance of the Purchase Price, in full, shall be paid to Seller, in immediately available funds, upon delivery of the Deed at Closing (as defined below).

3. CORPORATE APPROVAL: This Contract is contingent upon Buyer obtaining, within fifteen (15) days after this Contract is executed by the Seller, approval from its corporate management for the purchase of the Property. If such approval is not obtained within this period, this Contract shall automatically terminate without any further action by either party and the Earnest Money Deposit deposited with the Title Company, if any, shall be returned to Buyer.

4. SURVEY: If a survey is available and in the possession of Seller, same shall be provided to Buyer within ten (10) days of the Effective Date hereof. During the Inspection Period (as defined below), Buyer shall cause a topographic and boundary survey, including a beer/wine survey if required to be prepared (the "Survey"). The Survey shall comply with the minimum standard detail requirements for land title surveys as adopted by ALTA/NSPS, and shall be sufficient and contain appropriate certificates to allow the title insurer to issue an ALTA extended coverage owner's title insurance policy. The Survey shall indicate the location of all improvements on the Property, if any. Buyer shall be solely responsible for the cost of the Survey.

5. TITLE: Seller, within sixty (60) days of the Effective Date of this Contract, shall obtain a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06) (the "Title Policy") insuring Buyer in the amount of the Purchase Price as of the date of the recording of the Deed, subject only to reasonable utility easements and building restrictions of record, if any, which do not hinder Buyer's intended plans for the Property. Buyer shall have fifteen (15) days after having received both the Survey and the Title Commitment in which to have the Title Commitment and Survey examined and furnish Seller notice in writing of any objections to the title. In case of valid objections to the title, Seller shall have thirty (30) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by Seller before Closing. If such valid objections cannot be satisfied within the time specified in this paragraph, Buyer may elect to terminate this Contract by written notice to Seller, whereupon the Earnest Money Deposit and any Additional Earnest Money Deposits shall be returned to Buyer, Buyer shall return the Title Commitment to Seller, and this Contract shall be of no further force and effect. The cost of title insurance shall be the responsibility of Seller and shall be charged to Seller at Closing.

6. TAXES AND PRORATIONS:

(a) Seller shall pay in full:

- (i) all existing improvement liens or other assessments affecting the Property upon the date of Closing, whether such liens or assessments are then due and payable, bonded or otherwise due on one or more future dates;
- (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing; and
- (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing, including any utility charges, except those costs or utility charges incurred at the direction of Buyer.

(b) The following items shall be prorated between Seller and Buyer as of the date of Closing:

- (i) rents, if any; and

- (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year and adjusted upon receipt of actual bills.

7. RISK OF LOSS: Until Closing or transfer of possession, whichever occurs last, risk of loss to the Property shall be upon Seller.

8. ENVIRONMENTAL INFORMATION: Seller shall provide to Buyer copies of any and all reports, studies, investigations, or other documents relating to the environmental or geologic condition of the Property, including wetlands and/or floodplain, within ten (10) days after the Effective Date. Buyer acknowledges that such information is provided for informational purposes only and by doing so Seller makes no representations or warranties, whether expressed or implied, as to the accuracy or completeness of such information or the presence or absence of any hazardous substance or chemical or hydrocarbon product on or about the Property.

9. ENVIRONMENTAL CONDITIONS: If underground storage tanks, petroleum products or other environmental hazards or contamination (the "Environmental Conditions") are found on or in the Property, Seller may choose to either i) be responsible for all costs associated with the removal and remediation of the Environmental Conditions in full compliance with all federal, state and local laws, rules and regulations governing the Environmental Conditions or ii) to offer to allow Buyer to terminate this Agreement. If Seller offers to allow Buyer to terminate this Agreement, Buyer may elect to i) terminate this Agreement, or ii) agree to be solely responsible for the costs associated with Seller's removal and remediation of the Environmental Conditions. If Buyer elects to be responsible for Seller's costs associated with the removal and remediation of the Environmental Conditions, Seller hereby agrees to reasonably cooperate with Buyer and execute any necessary documents, applications, permits or other reports regarding the Environmental Conditions. The provisions of this paragraph shall survive Closing.

10. INSPECTION PERIOD AND BUYER'S RIGHT TO TERMINATE:

(a) Beginning on the Effective Date of this Contract and continuing for a period of **one hundred eighty (180)** days thereafter (the "Inspection Period"), unless such period is extended as provided in paragraph 11 hereof, Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller acknowledges and agrees that there are numerous material contingencies to Buyer's acquisition of the Property, including, but not limited to, obtaining necessary governmental approvals and permits, curb cut authorizations, necessary access rights, zoning, availability of utilities, and Buyer's determination of the economic feasibility and general suitability of the Property for Buyer's proposed use. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer.

(b) In the event Buyer determines in its sole and absolute discretion that the Property is not suitable for Buyer's intended use within the Inspection Period, as may be extended

as provided herein, Buyer may elect to terminate this Contract by written notice to Seller and the Escrow Agent. If this Contract is terminated, the Earnest Money Deposit shall be distributed pursuant to the provisions of paragraph 14, and neither party shall have any further obligations hereunder. All applications, including applications subsequently required by law or procedure shall be diligently pursued. Seller shall cooperate with Buyer in filing and pursuing governmental approvals as determined necessary by Buyer, provided such cooperation is at no cost or expense to Seller. It is understood that Buyer will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to Seller for removing the Property from the market.

(c) Buyer shall promptly restore the Property to conditions substantially similar to the condition of the Property immediately prior to any inspection or testing performed by Buyer during the Inspection Period. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against any damages to the Property or for any and all liability, liens, claims, suits for personal injury, death, or damage to property resulting from or caused by the activities of Buyer's agents, employees, licensees, and contractors on the Property; provided, however, that Buyer shall not be required to indemnify Seller for and Seller shall hold Buyer harmless from any liability or damages arising from the discovery of any existing Environmental Matters on the Property, including any diminution in value of the Property or costs of remediation. This indemnification shall survive Closing or termination of this Contract. Without limiting the foregoing, it shall be a condition of entry by Buyer, its employees and agents or contractors that Buyer shall have furnished Seller with a Certificate of General Liability Insurance in an amount not less than \$2,000,000, single limit which shall insure against claims and demands for damages to property or injury to persons arising out of or related to such entry on the Property, shall name Seller as an additional insured thereunder and shall otherwise be in a commercially reasonable form.

11. **INSPECTION PERIOD EXTENSION:** In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial Inspection Period, Buyer may extend the Inspection Period **for up to two (2) additional forty-five (45) day periods** with the payment of **Five Thousand and No/100 Dollars (\$5,000.00)**, per month (each, an "Additional Earnest Money Deposit"). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.

12. **ROAD IMPROVEMENTS:** In the event that road improvements are required in front of the Property or any property belonging to Seller that is contiguous to the Property by the appropriate governmental entity, for whatever reason, Buyer, at Buyer's expense, shall construct all road improvements required by the appropriate governmental entity.

13. **EASEMENTS:** Seller and Buyer agree to execute slope, ingress/egress, sanitary/storm sewer, septic drainfield, sign and temporary construction easements, any permits, licenses or other documents necessary or required for Buyer's proposed development of the Property.

14. **TERMINATION:** In the event Buyer terminates this Contract for any reason provided herein, the Escrow Agent shall immediately release to Seller One Hundred and No/100

Dollars (\$100.00) of the Earnest Money Deposit, as well as any Additional Earnest Money Deposits paid pursuant to paragraph 11 hereof, as full consideration for this Contract and the granting of this right of termination. The balance of the Earnest Money Deposit shall be immediately returned to Buyer, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

15. SPECIAL CONDITIONS: Buyer agrees it will use commercially reasonable efforts to (i) raze the existing building and structure(s) on the Property within eighteen (18) months from the Closing Date and (ii) complete IEPA required environmental remediation activities on the Property and obtain IEPA required NFR letters for non-residential uses within twenty-four (24) months from the Closing Date. At Closing, Buyer will provide a letter of credit, or other financial assurance acceptable to the Seller, in an amount equal to the estimated cost to complete the demolition, remediation, and NFR obligations.

16. SURPLUS LAND AND USE RESTRICTION:

- (a) Buyer acknowledges that Seller's expectations for the Surplus Land are for the development of a multi-tenant commercial building(s) with quality retailer(s), restaurant user(s) and/or quality free-standing sit-down restaurants or QSR(s).
- (b) At Closing, the Deed conveying the Property shall contain a separate restrictive covenant restricting the use of the Property from any of the uses listed on Exhibit B attached hereto and made a part hereof.

17. SELLER'S REPRESENTATIONS: Seller's representations are as follows:

- (a) There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.
- (b) There are no sites of historical or archaeological importance on the Property, which in any way would impede, curtail, limit, or restrict the development of the Property.
- (c) Seller shall not at any time prior to Closing grant to any person an interest in the Property.
- (d) Seller is in full compliance with all applicable laws, regulations, and government guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats. Seller represents and warrants to, and covenants with Buyer that, as of the Effective Date of this Contract and the date of Closing, neither Seller nor any affiliate of Seller, including any person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with such person or entity or is a director or officer of such person or entity, or of an affiliate of such person or entity, is or shall be (i) listed on the Specially Designated Nationals or

Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, or any other similar lists maintained by OFAC or any other governmental authority pursuant to any authorizing statute, Executive Order or regulation; or (ii) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders.

18. CLOSING: The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent within thirty (30) days after the expiration of the Inspection Period, as may be extended pursuant to paragraph 11 or satisfaction of all contingencies hereto, as determined in Buyer's sole discretion, whichever occurs first.

19. CLOSING — SELLER'S DELIVERIES: At Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following:

- (a) The Deed, duly executed and acknowledged by Seller.
- (b) The FIRPTA Certificate, duly executed and acknowledged by Seller.
- (c) The final revised Title Policy in the form specified in paragraph 5 hereof.
- (d) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.
- (e) A certificate stating that the representation and warranty contained in paragraph 17(d) is true and correct as of, and through, the Closing.

20. CLOSING — BUYER'S DELIVERIES: At the Closing, Buyer, at Buyer's sole cost and expense, shall deliver to Seller the following:

- (a) The Purchase Price in the amount and manner required by paragraph 2 hereof.
- (b) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

21. POSSESSION: Seller shall vacate and cause all other persons to vacate the Property, and shall deliver tenant-free possession of the Property to Buyer at Closing.

22. BREACH OR FAILURE TO CLOSE: If, after Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for Closing under paragraph 19, Buyer fails to make the payments under this Contract, without reasonable cause or extension, then the Earnest Money Deposit and any Additional Earnest Money Deposit shall be paid to Seller as liquidated damages for the breach of the Contract by Buyer, as Seller's sole remedy. Seller and Buyer agree that such amount is a reasonable amount for liquidated

damages and that it would be impractical and extremely difficult to determine actual damages. If Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform all of the obligations of Seller hereunder, then Buyer shall be entitled to either (i) cancel and terminate this Contract, and receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits or (ii) pursue specific performance. Buyer and Seller may mutually agree, in writing, to terminate this Contract. If so, Buyer shall receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits.

23. NOTICES: All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; (iv) e-mail with read receipt requested; or (v) personal delivery, and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt, or in the case of e-mail on the date of transmission as shown on the system time for the transmitting party. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

SELLER:

Name: City of Crest Hill
Address: 20600 City Center Boulevard
Crest Hill, Illinois 60403
Attn: Mayor Raymond R. Soliman
Fax: 815-741-5100
E-Mail: rsoliman@cityofcresthill.com

with a copy to:

Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attn: Christian G. Spesia
Fax: 815-726-6828
E-Mail: cspesia@spesia-taylor.com

BUYER:

QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, Oklahoma 74134
Attn: Michael Z Ward, Division Real Estate Manager
Fax: (918) 615-7441
E-Mail: mward@quiktrip.com

with a copy to:

QuikTrip Corporation

50 S. Main St, STE 200
Naperville, IL 60540
Attn: Charlie Tarwater, Real Estate Manager
Fax : (918) 760-3070
E-Mail: ctarwate@quiktrip.com

with a copy to:

QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, Oklahoma 74134
Attn: General Counsel
Fax: (918) 994-3594
E-Mail: legalnotice@quiktrip.com

24. **BROKER:** Buyer and Seller acknowledge there are no brokers involved in this transaction other than Mike Wesley and Matt Smetana of Edgemark who shall be paid a commission by Seller at Closing pursuant to separate agreement. Except for the foregoing, Seller and Buyer shall indemnify and hold each other harmless from any and all claims, liabilities, damages or expenses, including attorneys' fees and court costs, resulting from claims by any other broker, finder, agent or salesperson arising from the sale of the Property pursuant to this Contract. This indemnity shall survive the Closing.

25. **ASSIGNMENT:** Buyer shall not assign this Contract except to an affiliate of Buyer. For purposes of this Contract, an "affiliate" means, with respect to Buyer, any person or entity directly or indirectly controlling, controlled by, or under common control with Buyer. For purposes of this definition, the terms "controls", "is controlled by", and/or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of persons or entities, whether through the ownership of owning securities, by Agreement or otherwise.

26. **LEGAL FEES:** If either Buyer or Seller brings any action or suit against the other for any matter relating to or arising out of this Contract then the prevailing party in such action, suit or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual reasonable attorneys' fees.

27. **EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer.

28. **ENTIRETY:** This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents.


29. **AMENDMENT:** This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

31. **CONFIDENTIALITY:** Seller and Buyer agree to keep any and all financial information disclosed by Buyer to Seller confidential and not to make any public announcement or disclosure or provide any third party any information or facts related to such information.

without the written consent of the Buyer. The Seller's Confidentiality obligation pursuant to this Paragraph is subject to all obligations to comply with the requirements of the Illinois Freedom of Information Act. The provisions of this paragraph shall survive Closing.

32. **GOVERNING LAW, JURISDICTION AND VENUE:** This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Illinois. The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file motions for any change of venue, including but not limited to a motion forum *non conveniens*, and to file any motion seeking removal to federal court.

33. **COUNTERPARTS:** This Contract and any amendment thereto may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Buyer and Seller shall bind Buyer and Seller as if they had each executed the same counterpart. Further, the parties agree that this Contract may be signed by electronic signature. The parties further agree that the electronic signatures appearing on this Contract shall be treated, for purposes of validity, enforceability, authentication, and admissibility, the same as hand-written signatures.



34. **TIME OF ESSENCE:** This Contract shall be null and void unless signed by Seller and delivered to Buyer on or before 5:00 P.M., July 2, 2024. Time is of the essence of this Contract and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. Initials R.S.

35. **CITY MONUMENT SIGN EASEMENT:** Prior to the end of the Inspection Period, Seller and Buyer shall agree upon the terms of a sign easement (the "Easement") to accommodate the Seller's future construction of a Primary "City of Crest Hill City of Neighbors" masonry monument sign (the "Sign"). The Sign shall be similar in design to the Primary Sign Redesign details illustrated on Exhibit C or an alternate design mutually agreed upon by Seller and Buyer. At Closing, the Easement shall be dedicated to or reserved by Seller in a portion of southeast corner of the Property. The precise size and location of the Easement to be agreed upon by Buyer and Seller prior to the end of the Inspection Period and shall minimize site impacts on the business operations to be conducted on the Property, including the surplus portion. The Sign shall not to exceed six (6) feet, six (6) inches in height or 13'-8" in length.

36. **COORDINATED SITE REDEVELOPMENT PLAN:** No later than two (2) years from Closing, Buyer agrees to commence the process of rough grading the Property, constructing interior access roads allowing each development pad on the Property to access all three existing driveways, and grant easements for the benefit of the remaining parcels for access and utilities.

Furthermore, Buyer agrees the planned QuikTrip Gas Station gasoline pump island improvements will be located either along the Plainfield Road frontage of the Property, west of the planned convenience store building, or in another location mutually agreed upon by the Seller and Buyer that would minimize the impact these improvements will have on the existing residential development to the east.

37. IMPROVEMENT AND MAINTENANCE OF STATE OWNED RIGHT OF WAY:
Subject to the consent and approval of the Illinois Department of Transportation, Buyer agrees to maintain the vegetation on the unimproved section of State right-of-way located adjacent to the southeast corner of the Property and at the northwest corner of Knapp Street and Theodore Street consistent with the landscape improvements and maintenance performed by Buyer on the Property it intends to develop as a QuikTrip gas station and convenience mart; provided, if IDOT or the land owner does not consent to such activity, Buyer shall not be obligated to perform such improvement or maintenance.

(signature pages to follow)

APPROVED BY SELLER: This 15th day of JULY, 2024.

CITY OF CREST HILL

By: Raymond R. Soliman
Raymond R. Soliman
Mayor

APPROVED BY BUYER: This 3rd day of July, 2024.

QUIKTRIP CORPORATION

By: Charlie Tarwater
Charlie Tarwater
Real Estate Manager

BUYER'S CONTRACT REVIEW:
QuikTrip Corporation

By: Matt Christensen
Matt Christensen
Corporate Counsel

Dated: July 3, 2024

BUYER'S CORPORATE APPROVAL:
QuikTrip Corporation

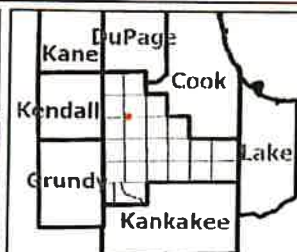
By: Michael Z. Ward
Michael Z. Ward
Division Real Estate Manager
Regional Director of Real Estate
Dated: 7/3/2024

EXHIBIT "A"
Property Description

Approximately 244,807 +/- square feet of land located at the northeast corner of the existing Plainfield Rd (SR 30) right-of-way and Theodore St (SR 7) in the City of Crest Hill, Will County, Illinois. Exact legal description to be determined by survey.

A depiction of the Property is set forth on Exhibit "A-1".

EXHIBIT "A-1"
GIS Depiction



Legend

- Address Points
- ▭ Parcels
- ▭ Townships

Notes

Date: 6/13/2024

1: 2,257



0 0.04 0.07 Miles

Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein, those changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyilinois.com

EXHIBIT "B"
Restricted Uses

The following uses shall be prohibited or limited on the Property as set forth below:

- a. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Sales/Rental
- b. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Service
- c. Animal Shelter/Kennel
- d. Automobile Body Repairing/Painting Services and Automobile Diagnostic/Service Centers
- e. Automobile Laundry (Car Wash)
- f. Automobile Rental Agency
- g. Automobile Sales and or Leasing/Service; new and used
- h. Car Title Loans
- i. Pawn Shop
- j. Second Hand Shops/Rummage Shops
- k. Pay Day Loans
- l. Freestanding Tobacco, Cigar/Cigarette Shop
- m. Self Service Storage Facility
- n. Ambulance Service
- o. Taxicab, Chauffeur/Limousine Service
- p. Freestanding Package Liquor store
- q. Dry cleaning/pressing establishment
- r. Laundromat
- s. Resale dealer
- t. Daycare center/nursery school
- u. Not-for-profit or charitable organizations
- v. Video Gaming shall be allowed when limited to a Licensed "Truck Stop" Establishment per Chapter 5.77 of the City Code
- w. Limited to one (1) hair salon
- x. Limited to one (1) barber shop
- y. Limited to one (1) nail salon

Exhibit "C"
Primary City Sign Design Examples

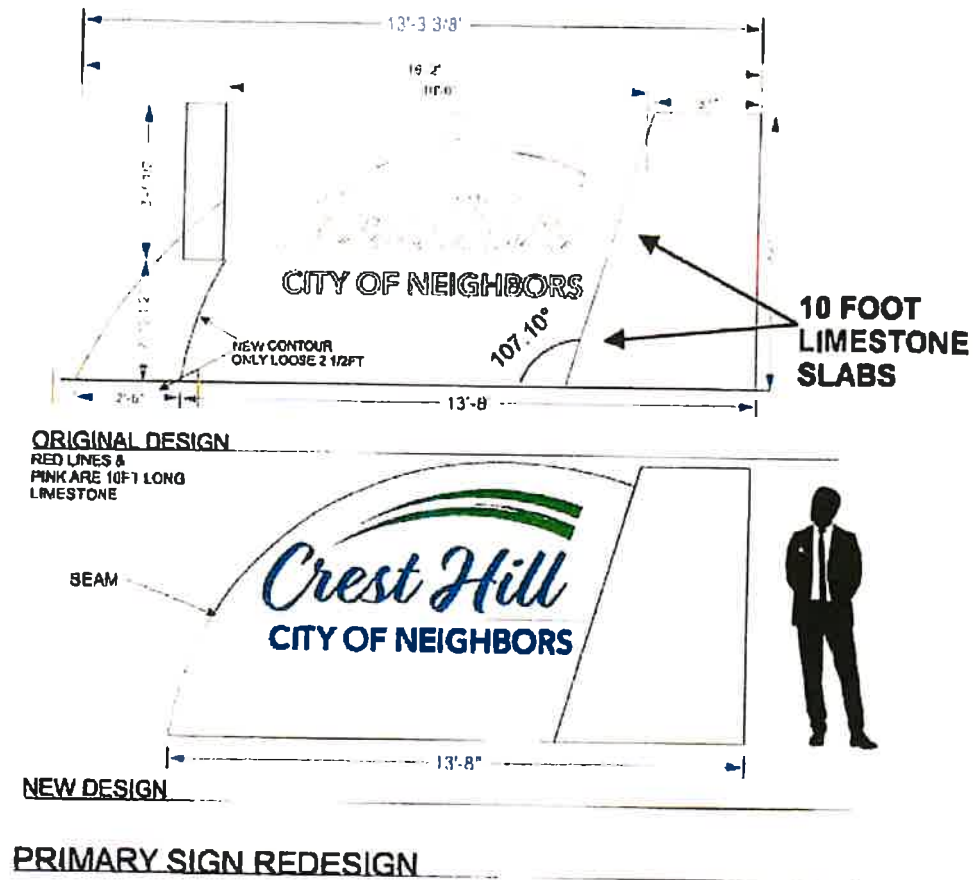


Exhibit B

April 9, 2025

Via E-Mail with read receipt requested

City of Crest Hill
20600 City Center Boulevard
Crest City, IL 60403
Attn: Mayor Raymond R. Soliman
E-mail: rsoliman@cityofcresthill.com

RE: Contract for Purchase of Real Estate at 1610 Plainfield Road, Crest Hill, IL

Dear Mayor Soliman,

On July 15, 2024, the City of Crest Hill (as Seller) entered into a Contract for Purchase of Real Estate with QuikTrip Corporation (as Buyer) (the "Contract"). Please accept this letter as written notice that, due to QuikTrip's inability to obtain all necessary consents from the Illinois Department of Transportation regarding access to the Property, including, more specifically, approval for a full access driveway on Plainfield Road serving the Property (the "DOT Full Access Approval") prior to expiration of the Inspection Period of the Contract, QuikTrip Corporation hereby elects to terminate the Contract pursuant to Paragraph 10(b) of the Contract. Provided, however, that QuikTrip desires and intends to enter into a mutually acceptable addendum with the City of Crest Hill to revive and reinstate such Contract in the event that the City of Crest Hill City Council approves an amendment to the Contract to grant QuikTrip a 90-day extension of the Inspection Period to obtain such DOT Full Access Approval at the City Council's meeting on April 21, 2025.

Accordingly, QuikTrip hereby directs that the Escrow Agent hold the Earnest Money Deposit until the earlier of: (i) April 22, 2025, or (ii) such time as QuikTrip informs Escrow Agent that the parties have entered into an addendum reviving and reinstating the Contract. If no such addendum has been executed by the parties by April 22, 2025, it is requested that the Escrow Agent release the amount of (a) \$100.00 of the Earnest Money Deposit to the City of Crest Hill, pursuant to Paragraph 14 of the Contract, together with any Additional Earnest Money Deposits that have become non-refundable pursuant to Paragraph 11 of the Contract, and (b) \$19,900.00 be returned to QuikTrip Corporation, pursuant to Paragraph 14 of the Contract.

Thank you for your cooperation and assistance with this matter.

Sincerely,



Charlie Tarwater
Real Estate Manager
QuikTrip Corporation

cc: Kimya Sarmadi, Fidelity National Title – National Commercial Services
Christian G. Spesia, Spesia & Taylor
Truitt Priddy, QuikTrip Corporation
Brandon Rule, QuikTrip Corporation

Exhibit C

CSpesia rev 04/10/25 and RMentzer rev. 04/10/25

FIRST AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This First Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024 (the “Contract”). The parties now desire to amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to **two (2)** additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and **one (1)** additional ninety (90) day period, with the payment of **Ten Thousand and No/100 Dollars (\$10,000.00)** (each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation (“IDOT”) for a full access driveway on Plainfield Road which services the Property (the “Full Access Approval”). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. **Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early May 2025.**

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This _____ day of April, 2025.

City of Crest Hill

Raymond R. Soliman, Mayor

APPROVED BY BUYER: This _____ day of April, 2025.

QuikTrip Corporation

By: _____
Truitt Priddy
Division Real Estate Manager