

## INTENT TO PURCHASE EQUIPMENT

This Agreement is made on March 6, 2017 between Frankfort Square Park District (hereinafter "Seller") of 7540 W. Braemar Lane, Village of Frankfort, County of Will, State of IL, and Reliable Property Services (hereinafter "Buyer") of 3245 Terminal Drive, City of Saint Paul, County of Dakota, State of Minnesota. This agreement relates to a Golf Course Maintenance Contract executed and dated March 20, 2017 (hereinafter "Contract"). This Intent to Purchase is valid only upon a properly executed and legally binding Contract.

The Equipment included in this intent to purchase is listed in **Attachment "A"**, and also includes small tools and building inventory listed on **Attachment "A"** which includes, but is not limited to, all: inventory of chemicals, fertilizers, small tools, hand tools, fuels and oils, miscellaneous irrigation parts currently in the maintenance buildings (hereinafter the "Property"). Seller shall sell, transfer, and deliver to Buyer on or before March 20, 2017 the Property.

Buyer shall accept the Property and pay **One Hundred Twelve Thousand, Eight Hundred Eighty Five Dollars (\$112,885.00)** for the Equipment listed in Attachment "A" of this intent to purchase. Buyer shall make payment for the Property at the time when, and at the place where, the Property is received by Buyer according to the following schedule:

Buyer will make payments to the Seller on the total balance in 36 equal monthly installments, on or about the 15th of every month, starting in May 2017, with final payment at the end of the Three (3) year contract in April 2020.

If the Seller cancels the Contract prior to April 30, 2020, Buyer agrees to give Seller first right of refusal to purchase all, or any part of, the equipment that, at the time of cancellation, was purchased as part of this agreement. In the Event Frankfort Square Park District chooses to not exercise its option to purchase the equipment, Buyer will retain title to all Property and any amount still owed by Buyer to Seller will be forgiven. The Property shall be deemed received by Buyer when delivered to Buyer at Seller's place of business as described above.

The Seller will warrant that the Property is at the time of delivery, shall be free from any security interest or other lien or encumbrance.

Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the Property.

Buyer hereby reserves the right to inspect the Equipment and Property, verify hour readings, secure asset/serial numbers and inventory materials prior to closing on this transaction. Once the inspections and due diligence have been completed, to the satisfaction of both parties, this contingency will be removed from the intent to purchase and a Bill of Sale will be drawn up for approval by both parties.

Neither party shall be liable for special, indirect, or consequential damages. The remedies set forth in this instrument are exclusive, and the liability of Seller with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not,

except as expressly provided herein, exceed the price of the Property or part on which such liability is based.

SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF THE EQUIPMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.

This writing contains the total intent to purchase of the parties, and all agreements entered into prior to or contemporaneously with the execution of this Agreement are excluded whether oral or in writing.

In witness, the parties have signed this Agreement at Frankfort Square Park District on the date first written above.

*[Signatures]*

Frankfort Square Park District

Reliable Golf Services

\_\_\_\_\_  
By: Jim Randall  
Its: Executive Director

\_\_\_\_\_  
By: Tom Hougnon  
Its: President

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

Attachment "A"

<u>Equipment:</u>	<u>Year</u>	<u>Hours</u>	<u>Asset/Serial Number</u>
<b><u>TriPlex Mowers:</u></b>			
Toro Greenmaster 3150-Q	2012	285	04358 312000435
<b><u>Walking Greens Mowers:</u></b>			
Toro Flex 21			
<b><u>Fairway/Tee Mowers:</u></b>			
Toro Reelmaster 3100-D	2012	249	03170-315000356
<b><u>Rough Mowers:</u></b>			
Toro Groundsmaster 4300	2012	905	30895 312000238
Toro 4000 (11 foot)	2011	1830	30448N313000332
ExMark 72"	2010	1347	LZZ34KA726 889321
Toro Sidewinder 3500-D	2002	2819	30821 210000623
<b><u>Sand Trap Rakes:</u></b>			
Smithco Superstar	2009	1160	
<b><u>Sprayers:</u></b>			
Smithco Superstar 1600		964	1602 551179
<b><u>Topdressers:</u></b>			
Turfco Tow Behind			85804 F00195
<b><u>Blowers:</u></b>			
Toro Tow Behind			44537 2300000141
Billy Goat Blower			

## Attachment "A"

### Misc Equipment:

- (1) 21" Push Mower
- (1) Stihl FS 55R Weedeater
- (1) Stihl FS 100R Weedeater
- (1) Stihl BG86 Handheld Blower
- (1) Echo WP100 Water Pump-1"
- (1) John Deere JX85 Push Mower
- (2) SP Systems Model SP3 Back Pack Sprayers
- (1) Scotts Professional Rotary Spreader
- (1) Werner 6' Fiberglass Ladder
- (4) Ballfield Rakes
- (2) Metal Leaf Rakes
- (1) Metal Garden Rake
- (1) Pitchfork
- (1) Long Handle Trench Shovel
- (3) Short Handle Trench Shovel
- (2) Cup Cutters
- (1) Sod Spade
- (1) Long Handle Flat Shovel
- (2) Short Handle Flat Shovels
- (1) Long Handle Pointed Shovel
- (2) Long Handle Spade
- (1) Post Hole Digger
- (1) Sand Sifter Rake
- (1) Manual Pole Saw
- (3) Irrigation Shut Off Tools
- (1) Flat Squeegee
- (2) Round Squeegee
- (1) Foam Roller Squeegee
- (1) Ball Mark Repair Tools
- (1) Current inventory of Fertilizer/Chemicals/Irrigation/Miscellaneous shop tools and supplies