

**RESOLUTION OF THE
BOARD OF EDUCATION OF
OREGON COMMUNITY UNIT SCHOOL DISTRICT 220
OGLE COUNTY, ILLINOIS
AUTHORIZING THE SALE OF REAL PROPERTY**

WHEREAS, the Board of Education of Oregon Community Unit School District 220, Ogle County, Illinois (the “**Board**”), is the owner of the real property located at 105 W. Brayton Road, Mount Morris, IL 61054, also known as the David L. Rahn Junior High School (the “**Real Estate**”); and

WHEREAS, the Board has determined, pursuant to Section 10-22.13 of the *School Code* (105 ILCS 5/10-22.13), that the Real Estate has become unnecessary, unsuitable and inconvenient for the uses of the School District; and

WHEREAS, the Board has determined, by two-thirds vote of its members, that it is in the best interests of the School District to sell the Real Estate in accordance with Section 5-22 of the *School Code* (105 ILCS 5/5-22).

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Oregon Community Unit School District 220, Ogle County, Illinois, as follows:

Section 1: The Board hereby finds and declares that the Real Estate is unnecessary, unsuitable, and inconvenient for the uses of the School District.

Section 2: The Board hereby determines that it is in the best interests of the School District to sell the Real Estate by sealed bid and to publish notice of such public sale in accordance with the provisions of Section 5-22 of the *School Code* (105 ILCS 5/5-22) and in substantial conformance with the Notice of Public Sale attached hereto and made a part hereof as Exhibit A.

Section 3: The Board hereby determines that it is in the best interests of the School District to sell the Real Estate in accordance with the provisions of Section 5-22 of the *School Code* (105 ILCS 5/5-22) and the Terms and Conditions of Sale attached hereto and made a part hereof as Exhibit B or on such terms and conditions as are substantially similar to those set forth in Exhibit B.

Section 4: The public sale shall take place within sixty (60) days of the date the Board’s approval of this Resolution.

Section 5: The Superintendent and the President of the Board of Education are each hereby individually authorized to take such actions and to sign such documents on behalf of the Board as are necessary to complete the sale of the Real Estate.

Section 6: This Resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 20th day of June, 2022, by at least 2/3rds of its members, in the following roll call vote:

Ayes: _____

Nays: _____

Absent: _____

**BOARD OF EDUCATION OF
OREGON COMMUNITY UNIT
SCHOOL DISTRICT 220,
OGLE COUNTY, ILLINOIS**

By: _____
Its: President

ATTEST:

By: _____
Its: Secretary

EXHIBIT A

NOTICE OF PUBLIC SALE OF REAL ESTATE OREGON COMMUNITY UNIT SCHOOL DISTRICT 220 OGLE COUNTY, ILLINOIS

Notice is hereby given that the Board of Education of Oregon Community Unit School District 220, Ogle County, Illinois, (“**Board**”) will sell at public sale the property located at 105 W. Brayton Road, Mount Morris, IL 61054, commonly known as the David L. Rahn Junior High School (the “**Real Estate**”), by sealed bid. Bids must be submitted in a sealed envelope entitled “Bid for School District Real Estate.” The name, address, and telephone number of the bidder must be displayed on the outside of the bid. Bids shall be due on August 9th, 2022, at 3:00 p.m., at the District Administrative Office, 206 S. 10th Street, Oregon, IL 61061. All bids received after August 9th, 2022, at 3:00 p.m., will not be considered and will be returned unopened to the bidder. Facsimile bids will not be considered. Bids will be opened and read aloud on August 9th, 2022, at 3:00 p.m., at the District Administrative Office. The award of the bid, if at all, shall be by the Board of Education on August 15th, 2022, at 6:30 p.m., or such later date as the Board may determine.

Beginning on June 28, 2022, at 9:00 a.m., a bidder’s information packet will be available at the District Administrative Office and on the District’s website, www.ocusd.net, which shall contain the terms and conditions of the sale, a Bid Form, a specimen lease agreement, a specimen real estate purchase agreement, an ALTA survey, a commitment for title insurance for the Real Estate, and such other documents as made available by the Board in the bid packet. Any questions relating to the sale of the Real Estate should be sent via email to the attention of Dr. Thomas Mahoney, Superintendent at tmahoney@ocusd.net. A written response to all inquiries shall be given by Dr. Mahoney to all bidder that have provided him with contact information. No oral representations will be binding upon the Board. Additionally, no inquiries may be submitted after August 5th, 2022, at 3:00 p.m.

The sale will be made on the following terms: (i) 10% of the bid amount in earnest money is deposited by the successful bidder within three business days of the execution of the contract by the Board; (ii) the successful bidder leases a portion of the Real Estate back to the Board through June 30, 2025; (iii) an optional pre-bid meeting will be held at the Real Estate on July 11th, 2022 at 9:00 a.m.; (iv) the Real Estate is being sold “AS-IS” without any representations; and (v) the Board reserves the right to reject any and all bids whether they meet the bid specifications or not, including bids that meet the minimum purchase price, to waive any irregularities, or to reschedule the public sale.

Bidders are encouraged to obtain a bidder’s information packet that contains further details on the terms and conditions of the sale.

EXHIBIT B

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply to the sale of 105 W. Brayton Road, Mount Morris, Illinois 61054, commonly known as the David L. Rahn Junior High School. All furniture, equipment and other items of personal property not permanently attached to the building or the Real Estate are specifically excluded from the sale.

B. EARNEST MONEY

The successful bidder must submit a certified or cashier's check payable to the Board of Education of Oregon Community Unit School District 220, or another payee as directed by the Board, in the sum of 10% of the bid amount within three (3) business days of the execution of the Real Estate Purchase Agreement by the Board.

C. SALE WITH RESERVE

The Board reserves the right to reject any and all bids whether they meet the bid specifications or not, including bids that meet the minimum purchase price, to waive all irregularities, or to reschedule the public sale.

D. AS-IS PURCHASE

The Real Estate will be sold "AS-IS". All furniture, equipment and other items of personal property not permanently attached to the building or the Real Estate are specifically excluded from the sale. Prospective purchasers are strongly encouraged to examine the Real Estate at the pre-bid meeting detailed in Section I. All bidders inspecting the Real Estate assume all risks associated with any inspection thereof and waive any rights or claims such individual or his or her heirs may have arising from or relating to the inspection. **SELLER MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE REAL ESTATE OR TO ITS ZONING CLASSIFICATION.** Purchaser shall take all action it deems necessary, at its sole cost, expense and risk, to verify the condition of the Real Estate, and any zoning, subdivision or building restrictions. No bidder shall be permitted to take any physical tests on the Real Estate without the prior written consent of the Board. No contingent bids will be accepted.

E. CONVEYANCE OF TITLE

The successful bidder will gain title to the real estate only upon fulfillment of the terms of the Real Estate Purchase Agreement which are set forth in Section K hereof.

F. EXECUTION OF CONTRACT

Each bidder shall submit with its bid an unmodified, executed original Real Estate Purchase Agreement for the purchase of the Real Estate, a copy of which Real Estate Purchase Agreement is fully set forth below in Section K. ***With the submission of its bid, each bidder shall furnish evidence satisfactory to the Board of the Real Estate Purchase Agreement***

signer's authority to act on behalf of the successful bidder (ex. certified original corporate resolution authorizing the execution of the Real Estate Purchase Agreement). A contract shall be deemed to have been entered into by the Board upon its execution of the Real Estate Purchase Agreement set forth in Section K, such execution to be made first by the successful bidder and subsequently by the authorized representatives of the Board.

CONTINGENT BIDS OR MODIFIED REAL ESTATE PURCHASE AGREEMENTS WILL NOT BE ACCEPTED AND WILL BE REJECTED AS NON-CONFORMING. POTENTIAL BIDDERS WITH QUESTIONS REGARDING THE REAL ESTATE PURCHASE AGREEMENT OR DESIRING MODIFICATIONS THERETO MUST SUBMIT SUCH INQUIRIES IN WRITING IN ACCORDANCE WITH SECTION H OF THESE TERMS AND CONDITIONS.

G. AWARD OF BID

The Board of Education shall review all bids that have been submitted and shall award the Real Estate Purchase Agreement to the bidder that has made the best bid in the reasonable and sole judgment of the Board of Education considering conformity with the bid documents. The Board of Education reserves the right to reject any and all bids whether they meet bid specifications or not, including bids that meet the minimum purchase price, and further reserves the right to waive any irregularities on any bid.

H. BID INFORMATION

Each prospective bidder shall submit, by sealed bid, on the form attached here as "Bid Form for Purchase of 105 W. Brayton Road, Mount Morris, IL 61054" its bid. Bids are due at the District Administrative Office, 206 S. 10th Street, Oregon, IL 61061, no later than 3:00 p.m. on August 9th, 2022. Bids must be submitted in a sealed envelope entitled "Bid for School District Real Estate." The name, address and telephone number of the bidder must be displayed on the outside of the bid. All bids received after August 9th, 2022, at 3:00 p.m. will not be considered and will be returned unopened to the bidder. Facsimile bids will not be considered. Bids will be opened on August 9th, 2022, at 3:00 p.m., at the District Administrative Office and shall be read out loud at that time. The award of the bid shall be made, if at all, by the Board of Education on August 15th, 2022 at 6:30 p.m.

Any questions relating to the sale of the Real Estate should be sent via email to the attention of Dr. Thomas Mahoney, Superintendent, at tmahoney@ocusd.net. A written response to all inquiries shall be given by Dr. Mahoney to bidders that have provided contact information to Dr. Mahoney. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE IT HAS PROVIDED DR. MAHONEY WITH AN EMAIL ADDRESS TO RECEIVE NOTICE OF ANY ADDENDA OR OTHER COMMUNICATIONS REGARDING THE SALE OF THE REAL ESTATE. BIDDERS SHOULD PROVIDE THEIR CONTACT EMAIL ADDRESS TO DR. MAHONEY AT tmahoney@ocusd.net. THE FAILURE OF A BIDDER TO CONSIDER ANY ADDENDA OR OTHER COMMUNICATIONS ISSUED BY THE BOARD SHALL NOT BE GROUNDS FOR WITHDRAWAL OF A BID.** No oral representations will be binding upon the Board of Education. Additionally, no inquiries may be submitted after August 5th, 2022 at 3:00 p.m.

I. PRE-BID MEETING.

An optional pre-bid meeting will be held at the Real Estate at 9:00 a.m. on July 11th, 2022. Representatives from the Board will be present to answer questions related to the Real Estate. Bidders shall also be permitted to tour the Real Estate. Any statements or representations made by the Board representatives shall not be binding or be a part of these Terms and Conditions of Sale unless set forth in writing.

AS A CONDITION OF BEING PERMITTED TO TOUR THE REAL ESTATE, EACH PARTY TOURING THE REAL ESTATE ASSUMES ALL RISKS ASSOCIATED WITH SUCH TOUR AND WAIVES ANY RIGHTS OR CLAIMS HE OR SHE MAY HAVE ARISING FROM, RELATED TO, OR CONNECTED WITH SUCH TOUR AND FURTHER AGREES TO INDEMNIFY AND DEFEND THE BOARD OF EDUCATION OF OREGON COMMUNITY UNIT SCHOOL DISTRICT 220, ITS EMPLOYEES AND AGENTS FROM ANY LOSSES OR DAMAGES WHATSOEVER RESULTING THEREFROM. INDIVIDUALS TOURING THE REAL ESTATE MAY BE REQUIRED TO EXECUTE A WAIVER AND INDEMNIFICATION CONSENT FORM PRIOR TO ACCESSING TO THE REAL ESTATE.

J. LEASEBACK

The Board anticipates a continuing need to use the bus barn located on the Real Estate, as well as the fuel tank and east blacktop parking lot. As a condition of the sale, the successful bidder and the Board must enter a lease, allowing the board to lease a portion of the Real Estate, immediately after Closing (as defined in the Real Estate Purchase Agreement), through June 30, 2025, at a monthly rent of \$1 per year. By submitting a bid, bidders agree to sign the lease that is attached hereto as a condition of the Closing, subject to revisions as agreed by the Parties.

[LEASE AGREEMENT BEGINS ON THE FOLLOWING PAGE]

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” or “Lease Agreement”) is made this ____ day of _____, 2022, between _____, (“Lessor”) and the Board of Education of Oregon Community Unit School District 220, Ogle County, Illinois (“Lessee”) (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Lessor owns the property located at 105 W. Brayton Road, Mount Morris, IL 61054, Ogle County, commonly known as the David L. Rahn Junior High School, and further identified as P.I.N. 08-27-480-026 (the “**Property**”), and desires to lease a portion of the Property to Lessee; and

WHEREAS, Lessee desires to utilize a portion of the Property, as identified on Exhibit A hereto (“**Leased Premises**”) to maintain a bus barn for school transportation purposes;

WHEREAS, the Parties desire to enter into this Lease defining the rights, duties, and liabilities of the parties relating to the Leased Premises; and

WHEREAS, Lessee has determined that it is in its best interests to enter into this Lease pursuant to the authority granted to it by Section 10-22.12 of the *School Code* (105 ILCS 5/10-22.12).

NOW, THEREFORE, in consideration of the terms and conditions contained in this Lease and other good and valuable consideration, the parties agree as follows:

1. **Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises as identified on Exhibit A hereto.
2. **Term.** The term of this Lease shall commence on _____, 2022, and terminate on June 30, 2025 at 11:59 P.M. (“**Term**”). In the event the Lessee stays in possession of the Leased Premises beyond the Term, or any extension thereof, such holdover shall not create a new tenancy, but shall be considered a tenancy at will terminable upon notice by Lessor. The rent due and payable during any holdover by Lessee shall be One Hundred Dollars (\$100) per month and shall be prorated on a daily basis and due and payable on the first day of each subsequent month the Lessee holds-over. A holdover by Lessee shall not limit any rights Lessor may have against the Lessee, including but not limited to, ejectment, removal and recovery of damages. The Lessee shall have the right to terminate this Lease prior to the expiration of the Term by providing the Lessor with at least thirty (30) days advanced notice of such termination and Tenant shall be entitled to a return of any pre-paid Rent.
3. **Rent.** Lessee shall pay Lessor One Dollar (\$1.00) per year, or portion thereof, as rent during the Term of this Lease.
4. **Permitted Uses.** The Leased Premises shall be used solely for the storage, maintenance, and operation of school buses and such activities that are related thereto. Lessee shall restrict its use

of the Leased Premises to such purposes and shall not use or permit the use of the Leased Premises for any other purpose without the written consent of Lessor.

5. **Access to Leased Premises.** Lessor may, at any time during Lessee's occupancy, during reasonable business hours, enter either to view the Leased Premises or to show the same to others.

6. **Transfer and Assignment.** Lessee shall neither sub-lease the Leased Premises nor any part thereof, nor assign this Lease without the prior written consent of Lessor, which may be withheld in its sole discretion. Any attempt to assign the rights under this Lease by Lessee without the prior written consent of Lessor shall be void.

7. **Utilities and Maintenance.** Lessee shall provide all routine maintenance and upkeep for the Leased Premises. Lessor shall have no obligation to maintain or repair the Leased Premises. Lessee shall pay all utility expenses related to Lessee's use of the Leased Premises including, but not limited to, the costs for gas, maintenance, custodial, electric, water and sewer and garbage services. Lessor shall ensure that utilities are available on the Leased Premises.

8. **Taxes.** Lessor shall be responsible for paying all real estate taxes and assessments, and other expenses for the Leased Premises.

9. **Alterations.** Lessee shall make no material alterations to the Leased Premises without the prior written approval of Lessor, which may be withheld by Lessor in its sole judgment.

10. **Indemnification.** To the fullest extent permitted by law, Lessee covenants and agrees to defend, indemnify and hold harmless Lessor from all claims, losses, damages and liabilities of any kind arising out of Lessee's use of the Leased Premises during the Term or any extension thereof.

11. **Insurance.** Lessee agrees to obtain at its own cost and expense, on an occurrence basis, commercial general liability insurance coverage during the Term of this Lease, and any extension thereof. The policy limit shall be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Lessee shall also obtain and maintain during the Term of this Lease, and any extension thereof, at Lessee's cost and expense, excess or umbrella liability insurance, on an occurrence basis, in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Lessee shall name Lessor as an additional insured on the above liability insurance policies. Lessee shall maintain, at its expense, for Term of this Lease, and any extension thereof, insurance on Lessee's personal property, in a commercially reasonable amount.

12. **Damage to Leased Premises.** If the Leased Premises is made untenable by fire or casualty, this Lease shall terminate as of the date of the fire or casualty by notice to Lessee within thirty (30) days after that date of such fire or other casualty.

13. **Waiver of Claims.** Except to the extent prohibited by law and provided otherwise in this Lease Agreement, Lessor shall not be liable, and Lessee waives all claims against Lessor for damages to person or property sustained by Lessee resulting from the Leased Premises or any equipment or appurtenance thereto becoming out of repair, resulting from any accident in or about the Leased Premises, or resulting directly or indirectly from any act or neglect of any occupant of the Leased Premises or of any other person. This paragraph shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas,

odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or neglect of other occupants or servants of the Leased Premises or of any other persons. All personal property belonging to Lessee that is in the Leased Premises shall be there at the risk of Lessee or such other person only, and Lessor shall not be liable for any damage thereto or the theft or misappropriation thereof.

14. Condition of Leased Premises. The Leased Premises is provided to Lessee on an “As-Is” basis. Lessee has inspected the Leased Premises and accepts the same in the current condition. Lessor makes no representations or warranties as to the condition of the Leased Premises or the fitness for a particular purpose.

15. Notices. All notices required hereunder shall be in writing and shall be delivered by first class U.S. Mail, return receipt requested or by a nationally recognized overnight delivery service with delivery confirmation to the addresses listed below:

If to Seller: Dr. Thomas Mahoney
Superintendent
Oregon Community Unit School District 220
206 S. 10th Street
Oregon, IL 61061

with a copy to: Kerry B. Pipal
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
500 Park Boulevard, Suite 1000
Itasca, Illinois 60143

If to Purchaser: _____

with a copy to: _____

Notices shall be deemed to have been provided upon deposit with the U.S. Post Office or with the overnight delivery service.

16. Default. In the event that either Party fails to comply with any material term or condition of this Lease, such party shall cure the failure within ten (10) days of written notice thereof, or, if such default cannot be reasonably cured within ten (10) days, then said party shall take reasonable steps to cure such failure as soon as is practical. If either Party fails to act within the time period noted above after receipt of notice, such Party shall be in default and the non-defaulting party shall be entitled to pursue any and all legal and equitable remedies available.

17. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease, notwithstanding its choice of law provisions. Any action to enforce the terms of this Lease shall be brought in the Ogle County Circuit Court or the U.S. District Court, Northern District of Illinois, Eastern Division. The invalidity or

unenforceability of any provision of this Lease shall not effect or impair the validity or enforceability of any other provision of this Lease. The headings of the paragraphs or subparagraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs or subparagraphs. Whenever a single term is used herein, the same shall include the plural. Whenever the masculine gender is used herein, the same shall include the feminine and neuter genders.

18. Authority to Execute. Each party represents and warrants that it has full power and authority to enter into this Lease and has taken all action necessary to carry out the transaction contemplated herein, so that when executed this Lease shall constitute a valid and binding obligation enforceable in accordance with its terms.

19. Entire Agreement. It is understood and agreed by the Parties that this Lease contains the final and entire agreement between the Parties, and that they will not be bound by any terms, statements, conditions, or representatives, oral or written not herein contained or made a part hereof by an amendment. This Lease may only be modified by written amendment executed by the Parties.

IN WITNESS WHEREOF this Lease has been executed as of the date(s) set forth below.

LESSEE:

LESSOR:

**BOARD OF EDUCATION OF
OREGON COMMUNITY UNIT
SCHOOL DISTRICT 220,
OGLE COUNTY, ILLINOIS**

By: _____

By: _____

Its: President

Its: _____

Dated: _____

Dated: _____

**EXHIBIT A
TO LEASE AGREEMENT**

LEASED PREMISES

Bus Barn and East Parking Lot as identified by the black markings in the picture.



K. REAL ESTATE PURCHASE AGREEMENT

[PURCHASE AGREEMENT ON FOLLOWING PAGE]

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between _____ (“Purchaser”) and the Board of Education of Oregon Community Unit School District 220, Ogle County, Illinois (“Seller”).

WITNESSETH:

WHEREAS, Seller currently holds title to the real estate located at 105 W. Brayton Road, Mount Morris, IL 61054, Ogle County, commonly known as the David L. Rahn Junior High School, and further identified as P.I.N. 08-27-480-026 and legally described on Exhibit “A” attached hereto and made a part hereof (said real estate, together with all improvements, fixtures, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the “Real Estate”); and

WHEREAS, Purchaser desires to purchase the Real Estate from Seller, and Seller desires to sell the Real Estate to Purchaser, upon the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Section 5-22 of the *School Code* (105 ILCS 5/5-22), Seller has the authority to transfer title of the Real Estate to Purchaser; and

WHEREAS, Seller has determined, by two-thirds of its Board of Education, that the Real Estate is unnecessary, unsuitable and inconvenient.

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

1. **Sale and Purchase.** Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of _____ (\$_____) (“**Purchase Price**”), plus or minus prorations at the time of Closing, as hereinafter defined. Within three (3) business days of the execution of this Agreement by the Seller, Purchaser shall pay ten percent (10%) of the Purchase Price as earnest money (hereinafter “**Earnest Money**”). The Earnest Money shall be applied to the Purchase Price at the Closing, as defined in Paragraph 6 below. The Earnest Money shall be held by the Seller. In the event that this Agreement is terminated or the transaction herein described is not consummated for a reason other than a default of the Purchaser, the Earnest Money, together with any interest earned thereon, shall be refunded to Purchaser as its sole remedy. Purchaser shall pay the balance of the Purchase Price, as adjusted by prorations as described in the Agreement, at the Closing by certified or cashier’s check or check from the Title Company.

2. **Conveyance.** At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Quit Claim Deed (the “**Deed**”) the Real Estate, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Purchaser; and (c) covenants, conditions and restrictions of record; all easements; special

governmental taxes or assessments for improvements not yet completed; and unconfirmed special governmental taxes or assessments, and (d) exceptions or conditions contained on the ALTA survey, dated _____, 2022, or the title commitment, dated June 3, 2022, which were disclosed to Purchaser as part of the bidder's information packet (the "**Permitted Exceptions**"). Items which are not permitted exceptions specifically detailed herein shall be considered Unpermitted Exceptions.

3. **Survey.** Purchaser acknowledges receipt of a current ALTA survey, dated _____, 2022, which was included in the Bidders' Information Packet.

4. **Evidence of Title.** Purchaser acknowledges receipt of a current title commitment, dated June 3, 2022, prepared by Chicago Title Insurance Company (hereinafter referred to as the "**Title Company**") for an ALTA owner's title insurance policy. At the Closing, the Seller shall provide Purchaser with a title insurance policy in the amount of the Purchase Price, subject only to the title exceptions set forth in Paragraph 2 hereof. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller. The cost of any endorsements or extended coverage shall be borne by Purchaser.

5. **Correction of Defects.** If the title policy to be provided to Purchaser contains Unpermitted Exceptions, and Seller provides timely written notice to Purchaser of those Unpermitted Exceptions to which it objects, Seller shall have thirty (30) days from the date of delivery thereof to have such Unpermitted Exception removed from the title policy or to have the title insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, or to notify Purchaser that it does not agree to have the Unpermitted Exception removed. If Seller agrees to have the Unpermitted Exception removed, the Closing shall be extended to a date fifteen (15) days after delivery of the corrected policy or the time specified in Paragraph 6 hereof, whichever is later. If Purchaser fails to provide timely written notice of any Unpermitted Exceptions within the time provided, all items raised on the title policy shall become Permitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed within thirty (30) days or provides notice to Purchaser that it does not agree to have the Unpermitted Exception removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may, upon five (5) days prior written notice, terminate this Agreement and receive its Earnest Money as its sole remedy.

6. **Closing.** The Closing of the transaction herein described (the "**Closing**") shall be the later of (a) _____, 2022, at the office of the Title Company or on a date mutually agreeable to the parties (or on the date to which such time is extended by reason of Paragraph 5 or Paragraph 11 hereof, whichever date is later). The transaction herein contemplated shall be through a New York Style Closing and closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a New York Style Escrow Agreement then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be made through the escrow and the cost of said escrow and New York Style Closing shall be equally divided between Seller and Purchaser.

7. **Delivery of Possession.** Seller shall deliver possession and control of the Real Estate on the day of the Closing.

8. **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 that the Real Estate is exempt from real estate taxes. In the event the Real Estate is not exempt from real estate taxes, Purchaser shall receive a credit at the Closing for general real estate taxes and any other applicable charge levied against the Real Estate not yet due or payable or due but not yet paid. The amount of any general real estate taxes not then ascertainable shall be credited on the basis of One Hundred Five Percent (105%) of the amount of the most recently ascertainable taxes. All prorations shall be final. Any stamp tax imposed by law by the State of Illinois, the County of Cook, and any municipality, on the transfer of title shall be paid in accordance with local custom or as provided by law or ordinance. All prorations shall be final.

9. **Covenants, Representations, and Warranties.** In order to induce Purchaser to enter into this Agreement, Seller hereby represents to Purchaser as of the date hereof and as of the date of Closing that, to Seller's knowledge:

a. **Authority of Seller.** Seller has full power to execute, seal, acknowledge and deliver this Agreement, and to consummate each and all of the transactions contemplated hereby.

b. **Violation of Laws.** Seller has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the Real Estate.

c. **Notice of Legal Proceedings.** Seller 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 Real Estate.

d. **Foreign Status of Seller.** Section 1445 of the Internal Revenue Code (the "**Code**") does not apply to this transaction in that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations). On or before the date of the Closing Seller shall provide Purchaser with an affidavit of compliance with Section 1445, as set forth in the Code and applicable Regulations. If Seller fails to provide the necessary affidavit and/or documentation of exemption on or before the date of Closing, or if Purchaser has reason to believe such affidavit is false or incorrect, Purchaser shall have the right to proceed with the withholding provisions as set forth in Section 1445 of the Code.

e. **Notice of Action.** From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate 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 Real Estate or the use thereof.

10. **Provisions with Respect to the Closing.** At the Closing, Seller shall deliver (in addition to the Deed referred to in Paragraph 2 above) to the Purchaser the following fully executed documents ("Closing Documents"):

- a. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;
- b. Affidavit of Title in customary form;
- c. Closing Statement executed by the parties;
- d. Applicable Real Estate Transfer Declarations;
- e. An ALTA statement in customary form;
- f. Personal Gap Undertaking;
- g. Quit Claim Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions;
- h. An executed Lease Agreement in the form set forth in Section J of the Terms and Conditions of Sale pertaining to the sale of the Real Estate.
- i. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the title policy described in Paragraph 4 hereof.

11. **Conditions to Purchaser's Obligations to Close.** Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) 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 all instruments and documents to be delivered to Purchaser 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 of any part of the Real Estate. Seller shall immediately notify Purchaser 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 Real Estate. 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.

12. **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 a nationally recognized overnight delivery service with proof of delivery, 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, if mailed or by overnight delivery, on the date of deposit with the U.S. Post Office or the overnight delivery service, as the case may be.

If to Seller: Dr. Thomas Mahoney
Superintendent
Oregon Community Unit School District 220
206 S. 10th Street
Oregon, IL 61061

with a copy to: Kerry B. Pipal
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
500 Park Boulevard, Suite 1000
Itasca, Illinois 60143

If to Purchaser: _____

with a copy to: _____

13. **Time.** Time is of the essence of this Agreement.

13. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois, notwithstanding its choice of law provisions. Any action to enforce this Agreement shall be brought in the Ogle County Circuit Court or the U.S. District Court, Northern District of Illinois, Eastern Division. 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.”

14. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or state or federal holiday, the date shall be deferred until the first business day following such a date. This Agreement contains the entire agreement between the parties hereto relative to the sale of the Real Estate. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
15. **Broker.** Seller hereby represents to Purchaser that Seller has not had any dealings with respect to the Real Estate and this Agreement with any broker or real estate dealer.
16. **Waiver.** Purchaser and 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.
17. **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.
18. **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.
19. **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.
20. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supersedes any prior negotiations between the parties.
21. **Amendment.** This Agreement may only be amended by written agreement of both parties.
22. **Effective Date.** Effective Date shall mean the last date on which both the Seller and the Purchaser have executed this Agreement.
23. **Attorneys' Fees.** In the event the Seller takes legal action against the Purchaser to enforce the terms and conditions of this Agreement and substantially prevails in such action, Seller shall be entitled to recover from the Purchaser all costs, fees and expenses it incurred in bringing such action, which shall include, but are not limited to, attorneys' fees, court costs and expert witness fees.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase Agreement as of the day first above written.

SELLER:

PURCHASER:

**BOARD OF EDUCATION OF
OREGON COMMUNITY UNIT
SCHOOL DISTRICT 220,
OGLE COUNTY, ILLINOIS**

By: _____

By: _____

Its: President

Its: _____

Dated: _____

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PART OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING ON THE SOUTH LINE OF SOUTH STREET, NOW CALLED BRAYTON ROAD, IN THE VILLAGE OF MT. MORRIS, AT A POINT 11.018 CHAINS WEST AND 14.803 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 39.212 RODS; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 19 RODS; THENCE NORTH, PARALLEL WITH THE FIRST COURSE, A DISTANCE OF 39.212 RODS TO THE SOUTH LINE OF SAID SOUTH STREET; THENCE EAST 19 RODS ON THE SOUTH LINE OF SOUTH STREET TO THE PLACE OF BEGINNING, CONTAINING FOUR AND THREE-FOURTHS (4.75) ACRES, MORE OR LESS;

AND, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BRAYTON ROAD WITH THE CENTER LINE OF SEMINARY AVENUE EXTENDED, IN THE VILLAGE OF MT. MORRIS, ILLINOIS; THENCE EAST, A DISTANCE OF 5 RODS; THENCE SOUTH, A DISTANCE OF 21 RODS; THENCE WEST, A DISTANCE OF 5 RODS; THENCE NORTH, A DISTANCE OF 21 RODS TO THE PLACE OF BEGINNING;

AND, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 644.7 FEET WEST OF THE POINT WHERE SAID SOUTH LINE OF BRAYTON ROAD, SO EXTENDED, INTERSECTS THE EAST LINE OF SAID SECTION 27; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, A DISTANCE OF 346.5 FEET; THENCE EASTERLY, PARALLEL TO THE SOUTH LINE OF SAID BRAYTON ROAD, A DISTANCE OF 99.7 FEET TO AN IRON PIN; THENCE NORTH, A DISTANCE OF 346.5 FEET TO THE SOUTH LINE OF SAID BRAYTON ROAD; THENCE WEST, ALONG THE SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 99.7 FEET TO THE PLACE OF BEGINNING;

AND, PART OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 757.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION 27; A DISTANCE OF 330 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 313.5 FEET; THENCE

NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 323.65 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SOUTH STREET, NOW CALLED BRAYTON ROAD, A DISTANCE OF 318.9 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 323.85 FEET; THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 298.6 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SECTION 27, A DISTANCE OF 330 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 333.8 FEET TO THE PLACE OF BEGINNING;

AND, PART OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF SOUTH STREET, NOW CALLED BRAYTON ROAD, A DISTANCE OF 1040.7 FEET WEST OF THE POINT WHERE SAID SOUTH LINE OF SAID SOUTH STREET INTERSECTS THE EAST LINE OF SAID SECTION 27; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 323.65 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID BRAYTON ROAD, A DISTANCE OF 318.9 FEET; THENCE NORTH, PARALLEL TO SAID EAST LINE OF SAID SECTION, A DISTANCE OF 323.85 FEET TO THE SOUTH LINE OF BRAYTON ROAD; THENCE EAST, ALONG SAID SOUTH LINE A DISTANCE OF 318.9 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM, PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF BRAYTON ROAD, IN SAID VILLAGE OF MT. MORRIS, A DISTANCE OF 1244.6 FEET WEST OF THE INTERSECTION OF SAID SOUTH LINE OF BRAYTON ROAD WITH THE EAST LINE OF SAID SECTION 27; THENCE EXTENDING WESTERLY ON SAID SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 115.0 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90°31'28" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 100.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 115.0 FEET; THENCE NORTHERLY, A DISTANCE OF 100.0 FEET TO SAID POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM, PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., VILLAGE OF MT. MORRIS, OGLE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF BRAYTON ROAD IN SAID VILLAGE OF MT. MORRIS; 1119.60 FEET WEST OF THE INTERSECTION OF SAID SOUTH LINE OF BRAYTON ROAD WITH THE EAST LINE OF SAID SECTION 27; THENCE EXTENDING WESTERLY ON SAID SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 125.0 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90°31'28" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 100.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID SOUTH LINE OF BRAYTON ROAD, A DISTANCE OF 125.0

FEET; THENCE NORTHERLY, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING;

AND, PART OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 24 NORTH, RANGE 9 EAST OF THE 4TH P.M., OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 27 WHICH IS A DISTANCE OF 545 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 630.5 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 182.2 FEET; THENCE SOUTH, PARALLEL WITH SAID EAST LINE OF SECTION 27, A DISTANCE OF 630.5 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 182.2 FEET TO THE POINT OF BEGINNING.

Permanent Index Number: 08-27-480-026

Common Address: 105 W. Brayton Road, Mount Morris, IL 61054

**BID FORM FOR PURCHASE OF
105 W BRAYTON ROAD
MOUNT MORRIS, IL 61054**

PURCHASE PRICE: _____

NAME OF PURCHASER: _____

ADDRESS OF PURCHASER: _____

PHONE NUMBER OF PURCHASER: _____

**NAME OF AUTHORIZED REPRESENTATIVE
SIGNING CONTRACT AND BID FORM:** _____

POSITION OF AUTHORIZED REPRESENTATIVE: _____

By submitting this Bid Form, Bidder represents and warrants to the Board that it has received and considered all addenda and correspondence issued by the Board relating to the sale of the Real Estate, if any, and the Bidder's Purchase Price reflects such.

By: _____

Its: _____

Printed Name: _____

Date: _____

Attached are the following:

1. Executed Lease Agreement;
2. Executed Real Estate Purchase Agreement; and
3. Authority of authorized representative to act on behalf of purchaser (ex. original certified corporate resolution).

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