

**RESOLUTION AUTHORIZING
PURCHASE OF REAL PROPERTY**

WHEREAS, the BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT 107, Cook County, Illinois (the “School District”), is desirous of acquiring real property for school purposes; and

WHEREAS, the *Illinois School Code*, 105 ILCS 5/1 *et seq.*, authorizes the School District to acquire the real property for school purposes; and

WHEREAS, the Owners of Record, are the owners of real property located as follows: 8100 Willow Springs Road, Willow Springs, Illinois, Cook County (P.I.N.s 18-32-101-001, 18-32-103-006, and 18-32-103-004) (the “Property”); and

WHEREAS, the Owners of Record are desirous of selling approximately one (1) acre of the Property, adjacent to White Buffalo Park, to the School District; and

WHEREAS, the School District is in possession of a Contract for Sale of Real Property (“Contract”), a copy of which is attached hereto as Exhibit “A,” and incorporated herein by reference; and

WHEREAS, the School District has determined that the Property is necessary, suitable, and convenient for the School District purposes and purchase of the Property is in the best interests of the School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Pleasantdale School District 107, Cook County, Illinois, as follows:

1. That the foregoing recitals are hereby incorporated and adopted.
2. That the Contract attached hereto as Exhibit “A” is approved and the Board President and Secretary are authorized and directed to execute the Contract.
3. That the Board of Education does hereby grant the law firm of Kriha Boucek, LLC, power of attorney with regard to the purchase of the real property described herein.

4. That the Superintendent is authorized to negotiate any further amendments or revisions to the terms of the Contract, other than Purchase Price, and to approve and execute such amendments or revisions on behalf of the Board of Education, as determined in his discretion to be necessary to effectuate the purchase of the Property.
5. That the Superintendent, or the Superintendent's designee, is authorized to execute any and all documents necessary to effectuate the purchase of the Property.
6. The Superintendent, or the Superintendent's designee, is authorized to pay all necessary costs associated with effectuating the purchase of the Property.
7. This Resolution shall be in full force and effect immediately upon its passage and approval.

Member _____ moved the adoption of the foregoing Resolution;
and Member _____ seconded the motion.

Upon a roll call vote being taken, the members voted as follows:

AYE: _____

NAY: _____

ABSENT: _____

ADOPTED this 15th day of October 2025.

BOARD OF EDUCATION OF
PLEASANTDALE SCHOOL DISTRICT 107,
Cook County, Illinois

By: _____
President

Attest: _____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Pleasantdale School District 107, Cook County, Illinois (the “Board”), and that as such official, I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the meeting of the Board held on the 15th day of October, 2025, insofar as the same relates to the adoption of a Resolution entitled:

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY

a true and correct copy of which said Resolution as adopted at said meeting appears in the foregoing transcript of said meeting.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act of the State of Illinois* and with the provisions of the *School Code of the State of Illinois*, as amended, and that the Board has complied with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 15th day of October, 2025.

By: _____
Secretary, Board of Education

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 2025, by and between the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“**Seller**”) and the Board of Education of Pleasantdale School District No. 107, Cook County, Illinois (“**Purchaser**”).

WITNESSETH:

WHEREAS, Seller currently holds title to approximately 72 acres of real estate located at 8100 Willow Springs Road, Willow Springs, Illinois, Cook County and further identified as P.I.N.s 18-32-101-001, 18-32-103-006, and 18-32-103-004 (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 approximately one (1) acre of the Real Estate, adjacent to White Buffalo Park, from Seller, and Seller desires to sell approximately one (1) acre of the Real Estate, adjacent to White Buffalo Park to Purchaser (the approximate one (1) acre to be transferred hereunder is known as the “**Parcel**”), upon the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Section 5-22 of the *School Code* (105 ILCS 5/5-22) and pursuant to the *Local Government Property Transfer Act* (50 ILCS 605/1 et seq.), Seller has the authority to transfer title of the Parcel to Purchaser; and

WHEREAS, Seller has determined, by two-thirds of its Board of Education, that the Parcel is unnecessary for use by the Seller.

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 Parcel on the terms and conditions herein set forth at a price of Three Hundred Twenty Thousand Dollars (\$320,000.00) (“**Purchase Price**”). Within seven (7) days of the last party to execute this Agreement, Purchaser shall pay the sum of Ten Thousand Dollars (\$10,000.00) as earnest money (hereinafter “**Earnest Money**”) to the Title Company, as hereinafter defined. The Earnest Money shall be applied to the Purchase Price at the Closing, as defined in Paragraph six (6) below. The Earnest Money shall be held by the Title Company in a strict joint order escrow, for the mutual benefit of the parties and may be invested in an interest-bearing account or similar investment, at Purchaser’s expense, and all interest earned thereon shall be paid to Purchaser at the Closing. The cost of the joint order escrow shall be borne by Purchaser. In the event that this Agreement is terminated or the transaction herein described is not consummated, all such Earnest Money, together with all interest earned thereon, shall be refunded to Purchaser, as its sole and

exclusive remedy. Purchaser shall pay the balance of the Purchase Price, as adjusted by prorations as described in the Agreement, at the Closing.

2. **Conveyance.** At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Quitclaim Deed (the “**Deed**”) the Parcel, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Purchaser; (c) covenants, conditions and restrictions of record; (d) public and utility easements; special governmental taxes or assessments for improvements not yet completed; and (e) unconfirmed special governmental taxes or assessments (the “**Permitted Exceptions**”). Items which are not permitted exceptions specifically detailed herein shall be considered Unpermitted Exceptions.
3. **Survey.** Seller agrees to deliver to Purchaser, at least fourteen (14) days prior to the Closing, at Seller's sole cost and expense, two (2) copies of a boundary survey of the Parcel completed by an Illinois registered land surveyor, which is dated not more than six (6) months prior to the date of the Closing (hereinafter “**Survey**”). Within fourteen (14) days of the last party to execute this Agreement, the parties shall meet at the Real Estate with the surveyor to determine the boundaries of the Parcel. Once the parties have mutually agreed upon the boundaries of the Parcel, the surveyor shall prepare a Survey based on such boundaries. Each party shall be provided with a copy of the Survey for its approval, which approval shall not be unreasonably withheld. Each party shall have seven (7) days from its receipt of the Survey to review and approve or reject the Parcel as detailed in the Survey. The failure of a party to approve or reject the Survey within said seven (7) day period shall be deemed as approval of the Survey provided. If a party timely objects to the Survey, the parties shall promptly meet to discuss the issues related to the Survey. If the parties fail to agree upon the boundaries of the Parcel within thirty (30) days of the last party's receipt of the initial Survey, either party may terminate this Agreement by providing written notice thereof to the other party, in which case this Agreement shall terminate without liability to either party and the Earnest Money, with all interest earned thereon, shall be returned to the Purchaser as the sole remedy hereunder. Upon agreement of the parties to the Survey of the Parcel, Exhibit A to this Agreement shall be updated to reflect the legal description of the Parcel based on the mutually approved Survey, and such modification may be done without further corporate action by Purchaser or Seller. If the Survey shows items other than Permitted Exceptions or encroachments from adjacent property, then these shall be considered defects in the title to the Parcel (also “**Unpermitted Exceptions**”).
4. **Evidence of Title.** Seller shall deliver, or cause to be delivered, to Purchaser within sixty (60) days from the date of the last party to execute this Agreement, a current title commitment from Chicago Title Insurance Company (“**Title Company**”) for an ALTA owner's title insurance policy, in the amount of the Purchase Price. The aforesaid commitment shall show title in the Seller or in Purchaser, subject only to the title exceptions set forth in Paragraph 2 hereof. The title commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by the title policy subject only to the exceptions therein stated. The Seller shall provide Purchaser with a title policy in

accordance with this Paragraph 4. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller.

5. **Correction of Defects.** If the title commitment or the Survey herein required discloses Unpermitted Exceptions, and Purchaser provides written notice to Seller of those Unpermitted Exceptions to which it objects within five (5) days of the receipt of the Title Commitment, and within five (5) days of the receipt of the Survey, as the case may be, Seller shall have thirty (30) days from the date of its receipt of Purchaser's objection notice, to have the exceptions removed from the title commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the Closing shall be extended to a date fifteen (15) days after delivery of the corrected commitment or the time specified in Paragraph 6 hereof, whichever is later. If Purchaser fails to provide written notice of any Unpermitted Exceptions within the required time, all items raised on the Survey and title commitment shall become Permitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may, upon five (5) days prior written notice, terminate this Agreement as its sole remedy and shall be entitled to a return of its Earnest Money with any interest accrued thereon.
6. **Closing.** The Closing of the transaction herein described (the "**Closing**") shall be within thirty (30) days of the expiration of the Due Diligence Period (as defined in Paragraph 12.A below), or as mutually agreed (or on the date to which such time is extended by reason of Paragraph 5, whichever date is later) at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money 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 shall be equally divided between Seller and Purchaser.
7. **Delivery of Possession.** Seller shall deliver possession and control of the Parcel on the day of the Closing.
8. **Property Tax Adjustments.** The Seller shall provide proof to Purchaser that there are no outstanding property taxes due on the Parcel and that it is currently exempt from real estate taxes.
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 Parcel.
- 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 Parcel.
- D. Leases, Tenancies and Encumbrances. There are no contracts, covenants, financing statements, leases, tenancies or other agreements that affect the Parcel and which will survive the Closing. Seller shall be fully responsible for payment and satisfaction of any and all obligations, liabilities, expenses and accruals relating to or affecting the Parcel which were incurred or accrued or where the underlying act or omission giving rise to any claim or cause of action occurred prior to the date of the Closing.
- E. 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.
- F. 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 Parcel 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 Parcel or the use thereof.
- G. Taxes or Assessments. There are no owing or unpaid taxes or assessments of any kind on the Parcel.
- H. Prohibition on Encumbrances. Between the date of this Agreement and the Closing Seller shall not: (i) create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance in any way affecting the Parcel; or (ii) enter into any contracts

or agreements pertaining to the Parcel without first obtaining the written consent of Purchaser.

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;
 - D. Applicable Real Estate Transfer Declarations;
 - E. Quitclaim Deed in customary form conveying the Parcel to Purchaser subject only to the Permitted Exceptions;
 - F. 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 Commitment 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 Parcel. 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 Parcel. 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. **Due Diligence – Purchaser’s Right to Terminate.**

- A. Anything in this Agreement to the contrary notwithstanding, the Purchaser shall have sixty (60) days from the date of the last party to execute this Agreement (the “**Due Diligence Period**”) to conduct such reasonable tests, studies and examinations as it may deem necessary or appropriate to determine the acceptability of the Parcel for purchase by the Purchaser (the “**Due Diligence**”). The Purchaser and its agents shall have the right to enter upon the Parcel during reasonable business hours, subject to such reasonable limits as Seller deems appropriate.
- B. The Purchaser understands and agrees that all such inspections and reviews shall be conducted in a manner so as to provide a minimum of disturbance to the Parcel.
- C. If, after undertaking such efforts, the Purchaser, in its sole discretion, determines that for any reason it shall not proceed with the acquisition of the Parcel, the Purchaser may, by written notice to the Seller given not later than the expiration of the Due Diligence Period, notify the Seller of the Purchaser’s inability to satisfy itself with respect to the Parcel and its election to declare this Agreement cancelled and null and void. In such event, the Purchaser shall be entitled to a refund of its Earnest Money, together with any interest or earnings thereon, if any.
- D. In the event that the Purchaser does not notify the Seller that the Purchaser has elected to declare this Agreement cancelled and null and void in the manner and within the time period set forth in this Paragraph 12, this Agreement shall remain in full force and effect, except that the Purchaser’s option to satisfy itself as to the above matters or to declare this Agreement cancelled and null and void shall be terminated and be of no force and effect.
- E. The Purchaser’s satisfaction of itself of the matters set forth in this Section shall be done for the Purchaser’s own account and not as a representative or agent of the Seller. Further, the Purchaser shall protect, defend, indemnify and hold the Seller and its individual Board members and employees harmless from all losses, costs, damages, attorneys’ fees and expenses whatsoever of which any of the aforementioned may suffer, expend or incur and which arise out of or relate to the Purchaser’s Due Diligence or other activities performed by or on behalf of the Purchaser at, or with respect to, the Parcel.

13. **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 express overnight delivery by a nationally recognized delivery service with proof of delivery, or (iii) personally delivered by hand against receipt therefor 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,

the date of deposit with the national overnight delivery service, or, if mailed, on the date of receipt.

If to Seller: Brian Stachacz, Director of Business Services/Treasurer
Lyons Township High School District No. 204
100 South Brainard Avenue
LaGrange, Illinois 60525

with a copy to: James S. Levi
Hodges, Loizzi, Eisenhammer, Rodick & Kohn
500 Park Boulevard, Suite 1000
Itasca, Illinois 60143

If to Purchaser: Dr. Dave Palzet, Superintendent
Pleasantdale School District No. 107
7450 South Wolf Road
Burr Ridge, Illinois 60527

with a copy to: Elizabeth Kelly
Kriha Boucek
1801 Meyers Road
Oakbrook Terrace, Illinois 60181

14. **Time.** Time is of the essence of this Agreement.
15. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. 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.”
16. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or 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 Parcel and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.

17. **Broker.** Seller hereby represents to Purchaser that Seller has not had any dealings with respect to the Parcel and this Agreement with any broker or real estate dealer. Seller agrees to indemnify, defend and hold Purchaser harmless against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supersedes any prior negotiations between the parties.
23. **Amendment.** This Agreement may only be amended by written agreement of both parties.
24. **Incorporation.** The recitals set forth at the beginning of this Agreement are incorporated into and made a part of this Agreement.

SIGNATURE PAGE TO FOLLOW

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

PURCHASER:

**BOARD OF EDUCATION OF
PLEASANTDALE SCHOOL DISTRICT NO.
107, COOK COUNTY, ILLINOIS**

By: _____
Its: _____
President
Dated: _____

SELLER:

**BOARD OF EDUCATION OF
LYONS TOWNSHIP HIGH SCHOOL
DISTRICT NO. 204, COOK COUNTY,
ILLINOIS**

By: _____
Its: _____
President
Dated: _____

1414486.5

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

Permanent Index Number: A Part of 18-32-103-006

Common Address: 8100 Willow Springs Road, Willow Springs, Illinois