

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of August, 2012, by and between the Mid-Valley Special Education Cooperative, Kane and DuPage Counties, Illinois (“Purchaser”) and the Board of Education of St. Charles Community Unit School District No. 303, Kane and DuPage Counties, Illinois (“Seller”).

WITNESSETH:

WHEREAS, Seller currently holds title to the parcel of real estate located at 1300 Ronzheimer Ave., St. Charles, Kane County and further identified as P.I.Ns 09-35-330-001, 09-35-176-012, and 09-35-177-033 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, Seller is a member of the Mid-Valley Special Education Cooperative; and

WHEREAS, Seller is transferring the Real Estate to Purchaser in the spirit of intergovernmental cooperation and to further the goals of the Mid-Valley Special Education Cooperative and the special education needs of the Seller; and

WHEREAS, pursuant to Section 2 of the *Local Government Property Transfer Act*, Seller has the authority to transfer title of the Real Estate to Purchaser upon such terms as may be agreed upon by the parties; and

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

WHEREAS, a copy of the Resolution of the Board of Education is attached hereto as Exhibit B indicating that Seller has the authority to consummate the transaction contemplated by this Agreement.

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 Ten Dollars (\$10) (“Purchase Price”), plus or minus prorations at the time of Closing, as hereinafter defined.
2. **Conveyance.** At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Warranty 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.

3. **Survey.** Purchaser acknowledges that it has received a copy of a boundary survey of the Real Estate prepared by Trotter & Associates, Engineers and Surveyors, dated July 11, 2012 (hereinafter "Survey").
4. **Evidence of Title.** Purchaser acknowledges that it has received a title commitment effective June 27, 2012 from Chicago Title Insurance Company (hereinafter referred to as the "Title Company") identified as order no. 1410 008874234 for an ALTA owner's title insurance policy in the amount of \$150,000. The aforesaid commitment shall show title in the intended grantor 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. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller.
5. **Intentionally Deleted.**
6. **Closing.** The Closing of the transaction herein described (the "Closing") shall be _____, or as mutually agreed (or on the date to which such time is extended by reason of Paragraph 11 hereof, whichever date is later) at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money 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 borne by the party requesting said escrow.
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 Kane, and any municipality, on the transfer of title shall be paid in accordance with local custom or as provided by law or ordinance.

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 the best of 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.
 - F. Prohibition on Encumbrances. Between the date of this Agreement and the Closing Seller shall not:
 - (1) Create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance in any way affecting the Real Estate; and
 - (2) Enter into any contracts or agreements pertaining to the Real Estate 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 executed by the parties;
 - D. Applicable Real Estate Transfer Declarations;
 - E. Warranty Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions; and
 - 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. 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 telex, (iii) sent by telecopier, (iv) sent by electronic facsimile transmission, or (v) 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, telex, telecopy, electronic facsimile transmission, or, if mailed, on the date of receipt.

If to Seller: Board of Education of Community School District No. 303
201 South 7th St., St. Charles.
Illinois, 60175

with a copy to: Hodges, Loizzi, Eisenhammer, Rodick & Kohn
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005
Electronic Facsimile Transmission No. (847) 670-7334
Attn: James S. Levi

If to Purchaser: Mid-Valley Special Education Cooperative
1304 Ronzheimer Ave.,
St. Charles, IL 60174
Electronic Facsimile Transmission No. (630) 513-8525
Attn: _____

with a copy to: _____

Electronic Facsimile Transmission No. (____) _____
Attn: _____

13. **Time.** Time is of the essence of this Agreement.
14. **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.”
15. **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 Real Estate 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.
16. **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. 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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supercedes any prior negotiations between the parties.
22. **Amendment.** This Agreement may only be amended by written agreement of both parties.

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
COMMUNITY SCHOOL DISTRICT NO. 303,
DUPAGE & KANE COUNTIES,
ILLINOIS**

**MID-VALLEY SPECIAL EDUCATION
COOPERATIVE,
DUPAGE & KANE COUNTIES,
ILLINOIS**

By: _____
Its: President

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its: Secretary

By: _____
Its: Secretary

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 OF MUNHALL SCHOOL SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2012 AS DOCUMENT 2012K024752, IN CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

Permanent Index Numbers: 09-35-330-001, 09-35-176-012, and 09-35-177-033

Common Address: 1300 Ronzheimer Ave, St. Charles, Kane County

EXHIBIT B

RESOLUTION AUTHORIZING SALE OF REAL ESTATE

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