

**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: 7510 S. Wolf Rd., Burr Ridge, Illinois 60527 (P.I.N. 18-30-401-029-0000) (the “Property”); and

WHEREAS, the Owners of Record are desirous of selling the Property 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 ____ day of _____, 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 ____ 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 ____ day of October, 2025.

By: _____
Secretary, Board of Education

CONTRACT FOR SALE OF REAL PROPERTY

This Contract is made by and between the Board of Education of Pleasantdale School District 107, Cook County, Illinois, hereinafter referred to as "Purchaser" and Milos Pavlovic, hereinafter referred to as "Seller."

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

WHEREAS, Seller is the owner of real estate in Cook County, Illinois, commonly referred to as 7510 S. Wolf Road, Burr Ridge, Illinois 60527, P.I.N. 18-30-401-029-0000, and legally described as follows:

[To Be Inserted from Survey]

Including all structures, improvements, and fixtures located thereon; and

WHEREAS, Purchaser desires to purchase the Property for school purposes; and

WHEREAS, Seller wishes to sell the Property to Purchaser.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated herein by reference, and of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and of the mutual covenants, conditions, agreements and promises contained herein below, Seller and Purchaser hereby agree as follows:

1. **Sale.** Seller agrees to sell and Purchaser agrees to purchase the property located in Cook County, Illinois, commonly referred to as 7510 S. Wolf Road, Burr Ridge, Illinois 60527 (P.I.N. 18-30-401-029-0000), including all structures, improvements, and fixtures, located thereon (the "Property") and legally described as follows:

[To Be Inserted from Survey]

2. **Purchase Price.** The purchase price is **Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00)**. The purchase price shall be paid in the following manner:

- A. **Ten Thousand and No/100 Dollars (\$10,000.00)** earnest money deposit ("Earnest Money") to be paid within seven (7) business days after the Date of this Contract. The Earnest Money shall be deposited in a joint order escrow account with Chicago Title Insurance Company ("Escrow Agent") and applied toward the purchase price at Closing. The Earnest Money will be refunded to the Purchaser for any reason or no reason, provided termination of this Contract occurs prior to the expiration of the "Inspection and Due Diligence Period" as described in Paragraph 3, below, or if any of the contingencies to Closing have not otherwise been satisfied.
- B. The balance of the purchase price shall be paid in full, at Closing by wire transfer in accordance with the instructions of the escrow agent.

3. **Property Inspection & Due Diligence.** At any time within sixty (60) calendar days after the Date of this Contract ("Inspection and Due Diligence Period"), Purchaser may inspect the Property including, any physical inspection of the building structure, systems, and equipment, review of municipal zoning codes, ordinances, and governmental regulations applicable to the Property, complete a Phase I environmental audit or other environmental testing, geotechnical studies, and conduct any other inspection or study to determine the suitability of the Property for the Purchaser's purposes.

During the Inspection or Due Diligence Period (or any extension thereof), the Purchaser may obtain any necessary approvals from municipal or other regulatory or jurisdictional authorities, of the Purchaser's intended use of the Property. If the Purchaser is unable to obtain necessary approvals or in its sole discretion determines that it does not have reasonable assurance that such approvals will be granted, the Purchaser may terminate this Contract and receive a refund of the Earnest Money and Additional Earnest Money deposits.

The Purchaser shall have the option to extend the Inspection and Due Diligence Period for an additional sixty (60) calendar days by depositing an additional Ten Thousand and No/100 Dollars (\$10,000.00) in Additional Earnest Money. The Additional Earnest Money will be applied to the Purchase price of the Property if Purchaser proceeds to Closing.

On or before the expiration of Inspection and Due Diligence Period (including any extension thereof), Purchaser shall notify Seller in writing whether (a) the Property is acceptable or (b) terminate the Contract for Sale due to an unacceptable inspection or due diligence item or as otherwise permitted by this Contract, as determined in the sole discretion of the Purchaser, which is not subject to question or review for any reason. If the Purchaser terminates the Contract prior to the expiration of the Inspection and Due Diligence Period (including any extension thereof), the Sellers will provide notice to Escrow Agent to return Purchaser's Earnest Money and Additional Earnest Money deposits. Along with a notice to terminate the Contract, Purchaser will provide the Seller with a copy of any report or correspondence identifying the unacceptable item, if requested by Sellers. A copy of any environmental report will be provided to Seller immediately upon completion of the report regardless of Purchaser's acceptance or termination, if requested by Seller.

In addition to all other rights of Purchaser under this Contract, which rights shall be cumulative, Purchaser may elect to terminate this Contract, without penalty, by notice to Seller served at any time on or before the expiration of the foregoing Inspection & Due Diligence Period (including any extension thereof), if in Purchaser's sole opinion, which is not subject to question or review for any reason, Purchaser has not been able to inspect the Property, or if Purchaser is otherwise dissatisfied with any matters affecting the Property or the Purchaser's anticipated use of the Property.

All such inspections are to be made at the expense of the Purchaser. Purchaser shall not cause or allow any lien claim to be filed against the Property as a result of said inspections, and shall remove or provide adequate security relative to any such claims so filed within ten (10) business days following its filing of record.

4. **Property Information.** Seller, within 15 days of the Date of this Contract, will provide any property records, deeds, surveys, easements, restrictions, environmental reports, water and sewer participation fee information, studies or correspondence, service contracts, etc., or any other documentation pertaining to the title to, use of, or condition of the Property to assist the Purchaser in its inspection and due diligence.
5. **Closing.**
 - A. The time of Closing shall be within twenty (20) days after the expiration of the Inspection and Due Diligence Period and the Approvals & Entitlements Period, provided the terms, conditions, and contingencies of this Contract have been satisfied, or if the terms, conditions, and contingencies of this Contract then require, or the convenience of the parties reasonably demands, as soon thereafter as can mutually be arranged between the parties.
 - B. Closing shall be through Chicago Title Insurance Company at one of its offices located in Cook County, Illinois mutually agreeable to the parties. Each party shall pay the usual and customary closing costs and charges of the Seller and Purchaser, respectively. The Closing escrow costs shall be paid equally by Sellers and Purchaser. The Parties will also execute all documents reasonably required by the escrow agent/title company to close the sale of the Property and issue the title insurance policy.
6. **Title Commitment.** Not later than forty-five (45) days prior to the Closing date, at Seller's cost, Seller shall furnish Purchaser a standard ALTA commitment for title insurance from Chicago Title Insurance Company in the amount of the Purchase Price. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy. At Closing, Seller shall also furnish Purchaser with an affidavit of title in the customary form covering the date of Closing. At Closing, Seller shall also furnish Purchaser with a bill of sale conveying title to all items of personal property owned by Seller on the Property, if any, as of the date of sale. If the title commitment discloses exceptions which are unacceptable to Purchaser, Purchaser shall have ten (10) calendar days to notify Seller after receipt of the title commitment. Seller shall have thirty (30) calendar days from the date of delivery of notice from Purchaser to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed or, in the alternative, to obtain a commitment for title insurance which insures over any such exceptions,

within the specified time, Purchaser may terminate this Contract or elect to take title subject to such exceptions.

7. **Survey.** Purchaser will be responsible for obtaining and paying the costs of an ALTA survey of the Property prepared, and certified by a licensed Illinois land surveyor in form acceptable to the title company for purposes of insuring title.
8. **Possession.** Seller shall deliver possession of the Property at Closing.
9. **Conveyance.** Seller shall convey title to said real property to Purchaser, or its nominee in title, by warranty deed subject only to the following:
 - A. Easements of record,
 - B. Applicable zoning laws and ordinances,
 - C. Real estate taxes not yet due and payable,
 - D. Such other permitted title exceptions as provided herein.
10. **Risk of Loss.** The provisions of the *Uniform Vendor and Purchaser Act* shall be applicable to this transaction.
11. **Notice.** All notices required herein shall be in writing. For the purpose of this paragraph, notice shall be deemed to have been given on the date when it is placed in the U.S. Mail, or by personal delivery, or by email transmission with verification of receipt. and shall be given as follows:

To Seller: Milos Pavlovic
 7221 Wolf Road, Unit C3
 Indian Head Park, IL 60525

With copy thereof to:
Ross Brand, Esq.
AJP Law Firm, LLC
411 E. Business Center Dr., Ste. 108
Mount Prospect, IL 60056
ross@ajplawfirm.com

To Purchaser: Pleasantdale School District 107
 Attn: Dr. Dave Palzet, Superintendent
 7450 S. Wolf Rd.
 Burr Ridge, IL 60527

With a copy thereof to:
Kevin B. Gordon, Esq.
Kriha Boucek, LLC
1801 S. Meyers Rd., Ste. 120
Oakbrook Terrace, IL 60181

12. **Effect of Agreement.** All of the provisions contained in this Contract for Sale shall be binding upon the Seller and any subsequent successors, heirs or assigns.
13. **Merger.** It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged into this Contract, which alone fully and completely expresses their agreement, and neither party may rely upon any statement or representation not embodied in this agreement.
14. **Applicable Law.** In the event of legal actions brought concerning the enforceability of this Contract, the laws of the State of Illinois shall apply.
15. **Legal Construction.** In case any one or more of the provisions contained in this Contract should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. **Descriptive Headings.** The descriptive paragraph headings used herein are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
17. **Prorations.** All unpaid property taxes shall be prorated at 105% of the last ascertainable tax bill. All other prorations for applicable utilities and service contracts (e.g., alarm system, land scaping) shall be prorated on a 30-day basis.
18. **No Warranties as to Condition of Property.** The Property and any improvements currently existing thereon are conveyed and sold "AS-IS, WHERE-IS, WITH ALL FAULTS." Seller does not make any representations of warranties concerning the conditions of the Property and any improvements thereon, including but not limited to any warranties of merchantability, fitness for a particular purpose, or habitability.
19. **Representations and Warranties.** The Seller represents and warrants to Purchaser as follows, and each such representation and warranty of Seller shall be true at closing, and shall be deemed remade as of the Closing Date and shall survive the Closing of this transaction:
 - A. The Seller has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto on behalf of Seller, and to bind Seller hereby, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Seller is and shall be duly authorized to sign the same and to bind Seller thereto.
 - B. Except for Seller, there are no persons or entities in possession or occupancy of the Property or any part thereof, nor are there any persons or entities who have possessory rights or leaseholds with respect to the Property or any part thereof which would extend beyond the Closing Date.
 - C. There are no claims, suits, causes of action or other litigation or proceedings pending with

respect to or affecting the ownership or operation of the Property.

- D. Seller has not received any notice of any health, safety, building, pollution, environmental, zoning, or other violation of law with respect to the Property which has not been entirely corrected.
 - E. Seller has received no notice of any condemnation of any part of the Property, any special tax or assessment to be levied against the Property or any change in the tax assessment of the Property.
 - F. There are not owing and unpaid any taxes or assessments of any kind on the Property.
 - G. No person, firm, corporation, or other entity has any right or option to acquire the Property or any part thereof from Seller except for Purchaser.
 - H. Seller will not enter or extend any contracts or leases affecting the Property after the date hereof without Purchaser's express written consent.
20. **Date.** As used herein, the phrase "Date of this Contract" shall mean the date on which this Contract has been completely executed by both Seller and Purchaser, whichever is the last to execute.
21. **"Business Day."** As used herein, the term "business day" means a day or the week other than (1) a Saturday or Sunday, or a day which has been designated as a state or federally recognized holiday.
22. **"Seller."** The term Seller as used herein shall include both the singular and the plural.
23. **Counterpart Execution, Electronic Signatures and Authority.** This Contract may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least on (1) counterpart, even though no one (1) counterpart contains the signature of all the Parties. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Contract and any amendments to the Contract, with such scanned and electronic signatures having the same legal effect as original signatures. The people executing this Contract on behalf of Seller and Purchaser represent that they have the authority to act in accordance with the terms of this Contract.

WHEREFORE, the Parties have executed this Contract below.

SELLER:

PURCHASER:

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

By: _____
Date

By: _____
President Date

By: _____
Date

Attest: _____
Secretary