

**URBANA SCHOOL DISTRICT #116
BUSINESS OFFICE MEMO**

TO: Board of Education

FROM: Carol Baker
Chief Financial Officer

DATE: May 11, 2018

RE: Public Sale of Washington School

The resolution we approved on February 6th to authorize the public sale of Washington School needs to be approved again. The school code language requires the public sale to occur within 60 days after adoption of the resolution. Since we didn't hold the auction within this time period, we are submitting the resolution for approval a second time. We will make sure to advertise and hold the auction prior to July 15th to comply with the statute.

**RESOLUTION AUTHORIZING AND DIRECTING THE PUBLIC SALE
OF CERTAIN PROPERTY IN ACCORDANCE WITH 105 ILCS 5/5-22**

WHEREAS, the Board of Education of Urbana School District 116, of Champaign County, Illinois (hereinafter “DISTRICT”) is the owner of record and/or successor in office to the owners of record of certain real property (hereinafter “PROPERTY”) in Champaign County, Illinois; and

WHEREAS, the PROPERTY is more fully described as follows:

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former “Washington School.” Legal description on DISTRICT’s title to govern.

WHEREAS, the DISTRICT has determined, pursuant to §5-22 of *The School Code* (105 ILCS 5/5-22) that the PROPERTY is no longer being used for school or educational purposes and is not of current or prospective benefit to the DISTRICT, and that the PROPERTY has become unnecessary or unsuitable or inconvenient for a school, or unnecessary for the uses of the DISTRICT; and

WHEREAS, the DISTRICT has determined that it is in its best interests to sell the PROPERTY at public sale by conducting an auction in accordance with §5-22 of *The School Code* (105 ILCS 5/5-22), and pursuant to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Urbana School District 116, of Champaign County, Illinois, as follows:

Section 1. The preamble recitals of this Resolution are hereby adopted as if fully set

forth herein.

Section 2. The DISTRICT finds and declares that the following described PROPERTY has become unnecessary or unsuitable or inconvenient for a school, or unnecessary for the uses of the DISTRICT:

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former "Washington School." Legal description on DISTRICT's title to govern.

Section 3. The DISTRICT hereby adopts the Notice of Public Sale (hereinafter "NOTICE") and the Purchase and Sale Agreement (hereinafter "AGREEMENT") between the DISTRICT and PURCHASER (as defined in the AGREEMENT and as determined in accordance with **Section 4** of this Resolution), in substantially the same forms which are attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively, and made a part hereof, subject to final form approval by DISTRICT's attorneys.

Section 4. The DISTRICT hereby authorizes the public sale of the PROPERTY by auction in accordance with the provisions of 105 ILCS 5/5-22, and subject to the terms and conditions provided for in the NOTICE and AGREEMENT, expressly including but not limited to a reserve/minimum bid price of Seventy-five Thousand DOLLARS (\$75,000).

Section 5. The DISTRICT hereby authorizes and directs its Superintendent to cause the aforementioned NOTICE to be published in substantially the form as attached hereto, and to cause the aforementioned public sale by auction to occur and be conducted in accordance with the provisions of 105 ILCS 5/5-22 and this Resolution. The Superintendent is directed to schedule the auction in accordance with said statutory provisions, and to complete and/or amend

the attached NOTICE to reflect compliant sale dates, times, and places convenient to the Superintendent and DISTRICT Administration, and to comply with the following procedures: either by public or on-line auction.

Section 6. The DISTRICT hereby authorizes and directs its President and Secretary to execute the quit claim deed of conveyance described in the AGREEMENT, provided that the terms of 105 ILCS 5/5-22, this Resolution, the NOTICE, and the AGREEMENT have been satisfied and, provided further, that the quit claim deed of conveyance is approved with respect to form by DISTRICT's attorneys.

Section 7. The DISTRICT hereby authorizes and directs its Superintendent to execute all additional documents, and/or to take all additional measures, necessary or beneficial to accomplish the purposes of said AGREEMENT, provided that all such documents and/or measures are approved with respect to form by DISTRICT'S attorneys.

Section 8. This Resolution shall be in full force and effect immediately upon its approval and passage by at least two-thirds vote of full Board of Education membership. Any and all prior Resolutions in conflict with the terms hereof are hereby revoked.

[Next]

ADOPTED this 15th day of May, 2018 by the following vote:

AYES:

NAYES:

ABSENT:

BOARD OF EDUCATION OF
URBANA SCHOOL DISTRICT 116
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

Attest: _____
Secretary

RESOLUTION EXHIBIT A

**NOTICE OF PUBLIC SALE OF
REAL PROPERTY OWNED BY
URBANA SCHOOL DISTRICT 116**

Notice is hereby given that on _____ at _____ .m., the Board of Education of Urbana School District 116, of Champaign County, Illinois (hereinafter "District") will sell at public sale by auction, which auction shall be conducted in accordance with the procedures described herein, at _____, the following described property ("Property"):

Property Address: 1102 North Broadway, Urbana, Illinois

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former "Washington School." Legal description on District's title to govern.

Information relating to the Property and the auction procedures may be obtained at the Board of Education Office at 205 North Race Street, Urbana, Illinois, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or on the Urbana School District website at: www.usd116.org

Said sale by auction will be made on the following terms:

1. The Property is to be offered for sale at a public sale by auction to the highest responsible and qualified Bidder. ALL BIDS MUST BE TENDERED IN ACCORDANCE WITH _____ BEFORE COMPLETION OF THE AUCTION AT TIME AND DATE SET FORTH ABOVE. IT SHALL BE A BIDDER'S OBLIGATION TO ENSURE THE TIMELY TENDER OF A BID, AND ALL LATE BIDS WILL BE REJECTED. ALL BIDS MUST CONFORM WITH AUCTION REQUIREMENTS AND INSTRUCTIONS, AS OUTLINED ON: _____ NO BIDS WILL BE RECEIVED VERBALLY, BY FACSIMILE, BY EMAIL, OR BY METHOD OTHER THAN THE AFORESAID AUCTION, AND BIDDERS SHALL NOT SEND DUPLICATES OR COPIES OF THEIR BIDS BY ANY OTHER METHOD THAT REVEALS THE CONTENT OF THEIR BID. IT IS A REQUIREMENT OF THE DISTRICT THAT THE AMOUNTS OF ALL BIDS REMAIN UNKNOWN TO THE DISTRICT EXCEPT IN ACCORDANCE WITH THE AFORESAID AUCTION AND ITS SITE'S PUBLICATION PROTOCOLS.
2. The Property shall be sold "as is-where is" by Quit Claim Deed, legal description on

District's title to govern. The District makes no representations or warranties with respect to the condition or use of said Property, or compliance with environmental laws and regulations. The Purchaser shall be solely responsible for determining the applicability of any laws, local ordinance, or other regulations which may impact the Property and/or the Purchaser's contemplated use thereof. The Property is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record. Submission of a bid at auction shall serve as that Bidder's acknowledgement that: (a) it has received any and all requested or otherwise required property disclosures prior to the date of bid submission; (b) that it was afforded opportunities to inspect the Property and records relating to its condition before the date of bid submission; and (c) that it has availed itself, to its satisfaction, of the right to inspect the Property and records relating to its condition prior to the date of bid submission; and (d) that it is satisfied with the Property's condition and that it is **taking the Property in AS-IS / WHERE-IS condition**. Records relating to the Property's condition, including any and all environmental contaminants known and/or believed to have been located on the Property in the past or currently (if any), are available for inspection and/or copying by contacting the District's Chief Financial Officer during regular business hours at the District's administrative office.

3. The property is located within the proposed boundary of a new Tax Increment Financing (TIF) District which may make the property eligible for renovation and redevelopment incentives. The District, however, makes no representations or promises relating to the establishment of said TIF District and/or the property's qualification for TIF under any such District. Questions regarding the proposed TIF District should be directed to Brandon Boys, Economic Development Manager, City of Urbana, (217) 328-8270 or bsboys@urbanaininois.us.
4. Questions regarding the zoning for the Property (including provisions regarding the City of Urbana's "Special Use Procedures for Utility or Public Buildings and Adaptive Re-use of School Buildings and Church Buildings") should be addressed to: City of Urbana Dept. of Community Development.
5. The District will not be responsible for paying any real estate brokers' commission.
6. By submitting a bid at auction, a Bidder accepts the terms of the sale as contained herein and in the Board of Education's Resolution dated May 15, 2018, incorporated herein by this reference as if set out in full, expressly including the terms and provisions of this Notice and the Purchase and Sale Agreement attached to said Resolution. Copies of said Resolution and Purchase and Sale Agreement are available by contacting the District's Chief Financial Officer during regular business hours at the District's administrative office.
7. District reserves the right to reject any or all bids tendered, to waive irregularities, or to cancel or reschedule the bid submission deadline and/or bid opening.
8. Upon presentation by the District, the highest Bidder shall immediately execute the Purchase and Sale Agreement with the District subject to the terms and conditions as set forth in the Board of Education's Resolution dated May 15, 2018, and this Notice of Public Sale.
9. The closing date on any resulting sale shall be scheduled for

- _____ , unless District and the successful Bidder agree to alternate closing arrangements and the successful Bidder remits payment for a closing extension (as per the Purchase and Sale Agreement). If the successful Bidder fails to pay the balance due upon closing, the Bid Deposit and Earnest Money paid shall be forfeited and retained by District, and District may resell the Property. Possession shall be delivered to Buyer at closing.
10. The District may request assurances and proof satisfactory to the District of the Bidders' ability to purchase the property. Failure of the Bidder to produce same, to District's satisfaction as measured solely by District, will permit District to terminate sale to said Bidder.
 11. The Property will be available for inspection, upon District's receipt of reasonable written request, prior to the bid submission deadline.
 12. The Board of Education has established a minimum sales price of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) and any auction bid at an amount lower than that minimum sales price shall be disqualified and rejected.
 13. All bids must be pre-qualified as per terms set forth in conjunction with the auction, as follows: _____. Upon notification that a Bidder was the high bidder at auction, that Bidder shall tender to the District a "Bid Deposit" which shall be a check in the amount of Five Percent (5.0%) of the Bidder's successful bid amount. The successful Bidder's Bid Deposit shall be credited to the sale price or otherwise retained by the District, as set forth in the Purchase and Sale Agreement.
 14. The successful Bidder, upon notification and demand by the District, shall sign the Purchase and Sale Agreement as approved by the Board of Education on May 15, 2018 and shall, at that time, tender as "Earnest Money" (via cashier's check, money order, or other method approved by the District) an additional Five Percent (5.0%) of the Bidder's bid amount to the District, which Earnest Money shall be credited to the sale price or otherwise retained by the District, as set forth in the Purchase and Sale Agreement.

Approved by:
Board of Education
Urbana School District 116
Date: May 15, 2018

/s/ Ruth Ann Fisher
Secretary, Board of Education
County of Champaign
Urbana, Illinois

RESOLUTION EXHIBIT B

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the Effective Date (as hereinafter defined) by and between the **Board of Education of Urbana School District 116, of Champaign County, Illinois, ("DISTRICT")** as seller and _____, a _____, ("**PURCHASER**") as buyer.

RECITALS:

A. DISTRICT owns certain improved real property legally described below ("**PROPERTY**").

B. PURCHASER desires to purchase from DISTRICT the PROPERTY, and DISTRICT desires to sell the PROPERTY to PURCHASER, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the parties hereinafter set forth, DISTRICT and PURCHASER hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, DISTRICT agrees to sell to PURCHASER and PURCHASER agree to purchase from DISTRICT all of the following improved real property located in Champaign County, Illinois:

Property Address: 1102 North Broadway, Urbana, Illinois.

Property Identification No(s): 91-21-08-254-001; 91-21-08-254-002;
91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the DISTRICT'S former "Washington School." Legal description on DISTRICT's title to govern.

and also together with all rights and appurtenances pertaining to such land (the land, rights and appurtenances described in this Paragraph 1 being herein referred to collectively as the "**PROPERTY**").

2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the PROPERTY shall be _____ (\$_____). The **Purchase Price** for the property shall be payable as follows:

- (a) **Bid Deposit.** PURCHASER has paid, in conjunction with its Bid submission, Five Percent (5.00%) of the Purchase Price, i.e. _____ Dollars (\$_____.00), which amount shall be deemed to be a "Bid Deposit." The Bid Deposit may be held and retained by DISTRICT without engaging an escrow agent. Upon closing, the Bid Deposit (without interest thereon) shall be credited to the Purchase Price. If this Agreement is properly terminated by PURCHASER due to PURCHASER's exercise of a closing contingency, and/or if DISTRICT breaches or defaults under this agreement, DISTRICT shall return the Bid Deposit to PURCHASER. If PURCHASER breaches or defaults under this Agreement, DISTRICT shall be entitled to retain the Bid Deposit.
- (b) (b) **Earnest Money.** Upon execution of this Agreement, PURCHASER shall tender to DISTRICT an additional Five Percent (5.00%) of the Purchase Price, i.e. _____ Dollars (\$_____.00), as "Earnest Money" so that the total sum of Bid Deposit and Earnest Money payments equals Ten Percent (10.00%) of the Purchase Price. The Earnest Money may be held and retained by DISTRICT without engaging an escrow agent. Upon closing, the Earnest Money (without interest thereon) shall be credited to the Purchase Price. If this Agreement is properly terminated by PURCHASER due to PURCHASER's exercise of a closing contingency, and/or if DISTRICT breaches or defaults under this agreement, DISTRICT shall return the Earnest Money to PURCHASER. If PURCHASER breaches or defaults under this Agreement, DISTRICT shall be entitled to retain the Earnest Money.
- (c) **Cash Balance.** The balance of the PURCHASE PRICE, plus or minus the prorations and credits hereinafter provided for, shall be paid by PURCHASER in cash, certified or cashier's check, federal wire transfer funds, or by any other method acceptable to DISTRICT, together with such additional funds for PURCHASER's share of closing costs as may be required pursuant to this Agreement.
3. **Closing.** The closing of the transaction contemplated by this Agreement (herein referred to as the "Closing" or "Closing Date") shall be held at the office of DISTRICT's title company unless agreed to otherwise by DISTRICT and PURCHASER, ON _____, or as may otherwise be agreeable to the parties. IT IS THE PARTIES' UNDERSTANDING THAT CLOSING IS TO OCCUR WITHIN NINETY DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.
4. **Deliveries at Closing.**
- (a) At Closing, DISTRICT shall deliver to the Title Company or PURCHASER directly, as DISTRICT may elect, the following documents:

- (i) A Quit Claim Deed executed by DISTRICT conveying the Property to PURCHASER, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");
 - (ii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined);
 - (iii) Three (3) originals of any closing statement requested and/or prepared by the Title Company which reflects the terms and conditions, as applicable, of this Agreement (the "**Closing Statement**");
 - (iv) Such proof of DISTRICT's authority and authorization to enter into this transaction, as may be required by the Title Company;
 - (v) An Owner's Affidavit and Broker's Waiver with respect to any broker's commissions due in connection with the sale of the Property, if any;
 - (vi) An Owner's Affidavit and/or ALTA Statement, as required by the Title Company; and
 - (vii) An Affidavit of Title, in customary form, executed by the DISTRICT.
- (b) At Closing, PURCHASER shall deliver to the Title Company, or DISTRICT directly, the following:
- (i) The balance of the Purchase Price in accordance with Paragraph 2(c) above, plus PURCHASER's share of closing costs;
 - (ii) Such proof of PURCHASER's authority and authorization to enter into this transaction as may be required by the Title Company;
 - (iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy; and
 - (iv) An acknowledgment of PURCHASER's acceptance of the Closing Statement.
- (c) At Closing, PURCHASER and DISTRICT shall jointly deliver the following documents to the Title Company:
- (i) To the extent required, state, county and municipal transfer tax declarations;

5. **Allocation of Closing Costs and Expenses.** DISTRICT shall bear the cost of the Title Policy (excluding endorsement), the cost to record any instruments necessary to clear DISTRICT's title, and one-half the cost of the remaining customary Closing costs charged by Title Company. PURCHASER shall bear the cost of any recording fees with respect to the Deed, the cost of the Bid Deposit and Money Escrow, if any, any charges or fees attributable to PURCHASER's method of financing the acquisition, any unique costs attributable to any non-customary requests or requirements made by PURCHASER, and one-half the cost of the remaining customary Closing costs charged by the Title Company. State and county transfer taxes applicable to this transaction (if any) shall be paid by PURCHASER and any municipal transfer taxes applicable to this transaction (if any) shall be paid by PURCHASER. Notwithstanding the foregoing, each party shall pay for its own expenses relating to its retention of any other legal or professional services with respect to the closing of this transaction.
6. **Prorations.** The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:
- (a) **Taxes.** General real estate taxes relating to the PROPERTY are currently exempt from payment. PURCHASER shall be responsible for the payment of any and all taxes arising due to the transfer of the PROPERTY from DISTRICT to PURCHASER.
- (b) **Utilities.** Any sewer and other utilities and operating expenses relating to the PROPERTY, if any, shall be paid by DISTRICT through the date preceding the Closing Date based on final meter readings. If final bills are not available as of the Closing Date, the utilities will be equitably prorated based upon the most recent bills.
- (c) **Miscellaneous.** If there are any other items, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the PROPERTY, such items shall be prorated at the Closing as agreed by DISTRICT and PURCHASER. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not available or the amount to be adjusted is not yet ascertainable, the parties shall prorate on the best available information, subject to further adjustment promptly upon receipt of the final bills or upon completion of final computations.
7. **Title Insurance.**
- (a) **Title Commitment.** No later than twenty (20) days after the Effective Date, DISTRICT shall deliver to PURCHASER: (i) a commitment (the "**Commitment**") for an Owner's Policy of Title Insurance issued by the Title Company dated on or after the Effective Date and showing title to the PROPERTY vested in the parties identified above, subject only to: the standard printed conditions and general exceptions contained in the Commitment; general taxes not yet due and payable; matters created by, through or under

PURCHASER; and all matters approved or waived by PURCHASER pursuant to Paragraph 7(b) below (hereinafter collectively referred to as the "**Permitted Exceptions**"); and (ii) legible copies of the documents referred to in the Commitment as conditions or exceptions to title to the PROPERTY, if requested by PURCHASER, at PURCHASER's expense.

(b) **Title Approval.** PURCHASER shall have a period of five (5) days following receipt of all of the following: (i) the current Survey required under Paragraph 8 below, (ii) the Commitment; and (iii) copies of the documents referred to therein as conditions or exceptions to title to the PROPERTY, to review such items and to deliver to DISTRICT a notice of the objections that PURCHASER may have to anything contained in or set forth in or disclosed by the Survey, the Commitment or such documents ("**Unpermitted Exceptions**"). Any exception to which PURCHASER does not object shall be considered a "**Permitted Exception.**" If PURCHASER delivers notice of any Unpermitted Exceptions to DISTRICT, DISTRICT may within five (5) days after the effective date of said notice eliminate or satisfy the Unpermitted Exceptions to the satisfaction of the Purchaser giving such notice. If DISTRICT is unable or unwilling to so correct the Unpermitted Exceptions, then PURCHASER shall have the right, at its election but as its sole and exclusive remedy, to: (i) waive the Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed a "Permitted Exception"); or (ii) on notice to DISTRICT terminate this Agreement, in which event the Bid Deposit and Earnest Money shall be returned to PURCHASER and all Parties shall sign all documents required by the Escrow Agent (if any) to effectuate such return. In the event PURCHASER elects to terminate this Agreement, neither of the Parties shall have any further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement.

(c) **Title Policy.** As of the Closing Date, DISTRICT shall cause the Title Company to issue to PURCHASER an Owner's Policy of Title Insurance or irrevocable commitment to issue same (the "**Title Policy**") covering the PROPERTY in the amount of the Purchase Price, subject only to the Permitted Exceptions. Any endorsement requirements requested by PURCHASER shall be paid for solely by PURCHASER.

8. **Plat of Survey.** PURCHASER may elect to promptly obtain, from an Illinois licensed surveyor, a quotation for a current, non-ALTA staked and flagged survey, plus an additional quotation to upgrade the survey to one meeting minimum ALTA/ACSM standards, certified to the PURCHASER and the Title Company (an "**ALTA Survey**"). PURCHASER shall provide such quotation amounts to DISTRICT, for DISTRICT's reasonable approval. At Closing, DISTRICT shall pay the cost of the non-ALTA staked and flagged survey, and at PURCHASER's option, PURCHASER may upgrade such survey to an ALTA Survey, and PURCHASER shall pay the cost of such upgrade. PURCHASER shall thereafter order such survey, notify DISTRICT what type of survey PURCHASER ordered, and said survey must be received by PURCHASER at no later than twenty (20) days after the Effective Date.

9. **AS IS/WHERE IS Acquisition.**

Except for the aforesaid title inspection contingency, the PURCHASER agrees to take the property in AS IS/WHERE IS condition, and (before submitting a bid) PURCHASER affirms that it has been provided an opportunity to inspect the property and related documentation to its full and complete satisfaction. PURCHASER, therefore, waives the right to conduct any other or additional post-auction inspections of the property and/or its records, (including but not limited to zoning/rezoning, utilities and/or easements, environmental conditions, and/or other similar investigations) it being the parties' understanding that PURCHASER has performed any and all due diligence it deems warranted prior to submitting any bid at the auction that resulted in it being designated the PURCHASER hereunder.

10. **Representations.**

(a) **Representations of DISTRICT.** In order to induce PURCHASER to enter into this Agreement, DISTRICT, to the best of its knowledge, represents to PURCHASER as follows:

(i) DISTRICT has received no notices of any violations of any laws, ordinances or regulations applicable to the PROPERTY which have not been cured and/or disclosed in conjunction with the bid Notice and related documents.

(ii) This Agreement has been, and all the documents to be delivered by DISTRICT to PURCHASER at Closing will be, duly authorized, executed and delivered by DISTRICT and/or other parties, as applicable, and are or will be legal, valid, and binding obligation of DISTRICT and/or other parties, as applicable.

(iii) There are no actions, suits, or proceedings pending or threatened (to DISTRICT's knowledge) against or relating to DISTRICT or the PROPERTY in any court or before any administrative agency.

(iv) DISTRICT makes no representations as to any adverse environmental conditions affecting the PROPERTY. DISTRICT shall deliver all reports in their possession concerning any environmental conditions to PURCHASER upon PURCHASER'S request, it being noted and acknowledged by PURCHASER, however, that PURCHASER has already (before making a bid at auction to purchase the PROPERTY) been afforded the opportunity to request and/or review and/or copy the same prior to its bid submission and prior to execution of this Agreement.

- (v) **DISTRICT'S Authority.** DISTRICT has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein and to execute and deliver all documents and instruments to be delivered by DISTRICT hereunder.
- (vi) **Individual Authority.** The individual(s) executing this Agreement on behalf of DISTRICT have the legal power, right, and actual authority to bind DISTRICT to the terms and conditions of this Agreement.
- (b) **Representations of PURCHASER.** In order to induce DISTRICT to enter into this Agreement, PURCHASER represents to DISTRICT as follows:
- (i) **PURCHASER's Authority.** PURCHASER has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein and to execute and deliver all documents and instruments to be delivered by PURCHASER hereunder.
- (ii) **Individual Authority.** The individual(s) executing this Agreement on behalf of PURCHASER have the legal power, right, and actual authority to bind PURCHASER to the terms and conditions of this Agreement.
- (c) Except as otherwise set forth in this Agreement, the PROPERTY is being sold in an "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" as of the Effective Date and as of the Closing. Except as expressly set forth in this Agreement, no representations have been made or are being made, and no responsibility has been or is being assumed, by DISTRICT or by its board members, employees, agents or volunteers, attorneys, or representatives acting or purporting to act on behalf of DISTRICT as to the condition or repair of the PROPERTY, and/or the value, expense of operation, or income potential thereof, and/or as to any other fact or condition which has or might affect the PROPERTY or the PROPERTY'S condition, repair, value, expense of operation or income potential. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits attached hereto, (including the _____ Board Resolution and its Notice of Sale) which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other. DISTRICT make no representations or warranties as to whether, and/or the degree to which, the PROPERTY contains asbestos, lead, or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that DISTRICT has provided to PURCHASER information from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, DISTRICT makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the

contents of such reports. PURCHASER acknowledges that DISTRICT has requested that PURCHASER inspect the PROPERTY fully and carefully and investigate all matters relevant thereto and that PURCHASER rely solely upon the results of PURCHASER's own inspections or other information obtained or otherwise available to PURCHASER, rather than any information that may have been provided by DISTRICT to PURCHASER. DISTRICT makes no representations or warranties with respect to the condition or use of said PROPERTY, or compliance with environmental laws and regulations. PURCHASER shall be solely responsible for determining the applicability of any laws, local ordinance, or other regulations which may impact the PROPERTY and/or PURCHASER'S contemplated use thereof. The PROPERTY is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record.

(d) Notwithstanding the foregoing, DISTRICT advises PURCHASER that DISTRICT has received reports and/or information regarding asbestos, lead, and/or any other hazardous materials or harmful or toxic substances, as follows:

(e) PURCHASER waives and releases DISTRICT from any present or future claims arising from or relating to the presence or alleged presence of asbestos, lead, or any hazardous materials or harmful or toxic substances in, on, under or about the PROPERTY, including without limitation any such claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental contamination matters of any kind, (iii) this Agreement, or (iv) the common law. The terms and provisions of this Paragraph shall survive Closing hereunder or termination of this Agreement.

(f) PURCHASER and DISTRICT acknowledge that for purposes of:

- (i) disclosures and statements under 765 ILCS 77 and related provisions (including but not limited to Residential Real Property Disclosure Report);
- (ii) Lead Warning Rider and EPA pamphlet EPA 747-IL-94-001, "Protect Your Family from Lead in Your Home"; and
- (iii) disclosures and statements under 420 ILCS 46 and related provisions (including but not limited to Radon Warning Statement and pamphlet "Radon Testing Guidelines for Real Estate Transactions" and form captioned "Disclosure of Information on Radon Hazards for Residential Real Property Sale or Purchase")

that the subject property is not habitable and/or is not being sold as residential real estate, so that no disclosures are required in relation thereto.

Additionally, DISTRICT indicates, represents and discloses (in accordance with Illinois Mine Subsidence Disclosure Act, 765 ILCS 95/1) that it has not received any payment of insurance claims for mine subsidence relative to the PROPERTY.

11. **Damage or Condemnation Prior to Closing.** If, prior to the Closing Date, all or any significant portion of the PROPERTY is damaged or taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), DISTRICT will notify PURCHASER of such fact promptly after obtaining knowledge thereof, and both DISTRICT and PURCHASER will have the right to terminate this Agreement by giving notice to the other party not later than ten (10) days after the giving of DISTRICT's notice, and the Bid Deposit and Earnest Money shall be returned to PURCHASER, in the manner previously described in this Agreement. For the purposes hereof, a "**significant portion**" of the PROPERTY will mean such portion of the PROPERTY which has a value (based on the aggregate of the appraised cost and the diminution in the value of the PROPERTY) in excess of ten (10%) percent of the Purchase Price. If the parties elect not to terminate this Agreement as aforesaid, or if less than a significant portion of the PROPERTY is taken by eminent domain (or becomes the subject of a pending taking), there will be no abatement of the Purchase Price and DISTRICT will assign to PURCHASER (without recourse) at the Closing the rights of DISTRICT to the awards, if any, for the taking, and PURCHASER will be entitled to receive and keep all awards for the taking of the PROPERTY or such portion thereof.
12. **Brokers.** The parties mutually warrant and represent to the other that neither has authorized any broker to act on its behalf with respect to the transactions contemplated hereby. Each of the parties shall indemnify and save the other harmless from any claim by any other broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by such party. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions and indemnifications of this Paragraph shall survive Closing and the delivery of the Deed or the termination of this Agreement or after this transaction closes.
13. **Default.**

In the event DISTRICT shall fail to comply with any of its obligations to be performed by DISTRICT hereunder on or prior to the Closing Date, then PURCHASER shall be entitled, by written notice to DISTRICT, to receive the return of the Bid Deposit and Earnest Money and to terminate this Agreement. In no event shall DISTRICT be liable to PURCHASER for any loss or damage suffered by PURCHASER in connection with any agreement or understanding with any third party with respect to the use, lease or

purchase of the PROPERTY. PURCHASER shall NOT be entitled to seek enforcement or closing of the transaction, it being expressly understood and agreed to by the parties that PURCHASER has, and hereby does, waive any right it might otherwise have to seek specific performance hereunder.

In the event PURCHASER shall fail to comply with any of its obligations to be performed by PURCHASER hereunder on or prior to the Closing Date, the Bid Deposit and Earnest Money shall be paid to DISTRICT as liquidated damages in lieu of all other remedies available to DISTRICT and this Agreement shall become null and void with neither party having any further rights or liabilities hereunder, except as provided for in this Agreement. DISTRICT and PURCHASER acknowledge and agree that: (i) it would be extremely difficult to accurately determine the amount of damages suffered by DISTRICT as a result of PURCHASER's default hereunder; (ii) the Bid Deposit and Earnest Money are a fair and reasonable amount to be retained by DISTRICT as agreed and liquidated damages for PURCHASER's default under this Agreement; and (iii) retention by DISTRICT of the Bid Deposit and Earnest Money upon PURCHASER's default hereunder shall not constitute a penalty or forfeiture.

14. **Possession.** DISTRICT shall deliver possession of the PROPERTY to PURCHASER on the Closing Date.
15. **Successors and Assigns.** PURCHASER may not assign or transfer its rights or obligations under this Agreement without the prior written consent of DISTRICT, the granting of which shall be solely and exclusively at the DISTRICT's discretion. No transfer or assignment by PURCHASER in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.
16. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by email, or sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given: (a) upon receipt or upon refusal to accept delivery if delivered by email or facsimile telecommunication or registered or certified mail; or (b) one (1) business day after tendering to an overnight air express service.

DISTRICT: Carol B. Baker
Chief Financial Officer
Urbana School District #116
205 N. Race Street, Urbana, IL 61801
Facsimile: 217-337-4973
Email:cbaker@usd116.org

PURCHASER: _____

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph.

17. Miscellaneous.

- (a) This Agreement contains the entire agreement between the parties regarding the matters herein set forth, and this Agreement supersedes all prior agreements among the parties hereto regarding such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. This Agreement may be executed by the parties in multiple counterpart originals.
- (b) Time is of the essence of this Agreement.
- (c) Paragraph headings shall not be used in construing this Agreement.
- (d) Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation, or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance.
- (e) No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement, nor shall it prevent the exercise of any right by the first party while the other party continues to be so in default.
- (f) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any dispute which may arise from this Agreement shall be the Circuit Courts of Champaign County, Illinois.

(g) No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

(h) Neither this Agreement nor a memorandum thereof shall be recorded by PURCHASER.

(i) If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

(j) Notwithstanding anything to the contrary contained in this Agreement, in the event this Agreement is terminated for any reason, or after the transaction closes, the provisions of Paragraphs 9, 10 and 12 and all indemnifications of all parties, as set forth herein, shall survive such termination or closing.

(l) The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

(m) The effective date of this Agreement (the "**Effective Date**") shall be the latter of the respective dates set forth next to the signatures of DISTRICT and PURCHASER contained below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:
BOARD OF EDUCATION OF
URBANA SCHOOL DISTRICT NO. 116
CHAMPAIGN COUNTY, ILLINOIS

By: _____ Date: _____

Name/Title _____

PURCHASER:

By: _____ Date: _____

Name/Title: _____

EXHIBIT TO PURCHASE AND SALE AGREEMENT

[Board Resolution and Notice of Sale]