

CENTRAL COMMUNITY UNIT SCHOOL DISTRICT 301

ADDENDUM NO. 1

TO THE

BIDDERS' INFORMATION PACKET

FOR THE

**SALE OF REAL PROPERTY LOCATED AT APPROXIMATELY
41W685 RUSSELL ROAD, PLATO CENTER, ILLINOIS 60124**

Revisions to Terms and Conditions of Sale: This Addendum No. 1 to the Bidders' Information Packet for the Sale of Real Property located at 41W685 Russell Road, Plato Center, Illinois 60124, modifies the Bidders' Information Packet as follows:

1. The Real Estate Purchase Agreement included in Section 3 of the Bidders' Information Packet is replaced with the Real Estate Purchase Agreement included as Exhibit A to this Addendum No. 1. Bidders are directed to utilize the Real Estate Purchase Agreement included in this Addendum No. 1 when completing and submitting bids. For reference, the modified Real Estate Purchase Agreement includes a corrected legal description, and provides that the Seller will obtain an ALTA survey.

Bidders must sign below and return this page with the bid.

The undersigned bidder certifies that it has received and reviewed Addendum No. 1, and agrees that Addendum No. 1 is incorporated in the Bidders' Information Packet.

Signature

Date

Bidder Name

Individual Name and Title

**EXHIBIT A
TO ADDENDUM NO. 1**

**MODIFIED
REAL ESTATE PURCHASE AGREEMENT**

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between _____ (“**Purchaser**”) and the Board of Education of Central Community Unit School District 301, Kane County, Illinois (“**Seller**”).

WITNESSETH:

WHEREAS, the Board of Education of Central Community Unit School District 301 (“**Board**”), is the titleholder of record of a parcel of real property that is identified as Kane County PINs 05-22-127-007 and 05-22-127-008, which has an approximate address of 41W685 Russell Road, Plato Center, Illinois 60124, and is legally described on Exhibit A hereto (said real estate, together with all improvements, fixtures, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the “**Real Estate**”); and

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

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

WHEREAS, Seller has determined, by two-thirds of its Board of Education, that the Real Estate is unnecessary, unsuitable and inconvenient for the uses of 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 Real Estate on the terms and conditions herein set forth at a price of _____ \$ _____) (“**Purchase Price**”), plus or minus prorations at the time of Closing, as hereinafter defined. Within three (3) business days of the execution of this Agreement by the Seller, Purchaser shall submit \$10,000 as earnest money (hereinafter “**Earnest Money**”) to the Seller. The Earnest Money shall be applied to the Purchase Price at the Closing, as defined in Paragraph 6 below. In the event that this Agreement is terminated or the transaction herein described is not consummated for a reason other than a default of the Purchaser, the Earnest Money, shall be refunded to Purchaser as its sole remedy. Purchaser shall pay the balance of the Purchase Price, as adjusted by prorations as described in the Agreement, at the Closing.

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

assessments; and (d) exceptions or conditions contained on the title commitment, dated December 28, 2023, which were disclosed to Purchaser as part of the bidders' information packet (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, an ALTA survey of the Real Estate showing all easements, appurtenances, encroachments and improvements and containing a legal description of the Property (the "**Survey**"). Such Survey shall be used to confirm the legal description of the Real Estate.

4. **Evidence of Title.** Purchaser acknowledges receipt of a current title commitment, dated December 28, 2023, prepared by Chicago Title Insurance Company (hereinafter referred to as the "**Title Company**") for an ALTA owner's title insurance policy. At the Closing, the Seller shall provide Purchaser with a title insurance policy in the amount of the Purchase Price, subject only to the title exceptions set forth in Paragraph 2 hereof. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller. The cost of any endorsements or extended coverage shall be borne by Purchaser.

5. **Correction of Defects.** If the title commitment or Survey herein required discloses Unpermitted Exceptions, and Seller provides written notice to Purchaser of those Unpermitted Exceptions to which it objects within five (5) business days of the receipt of the title commitment or Survey, respectively, Seller shall have thirty (30) days from the date of delivery thereof 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 time provided, all items raised on the 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 and receive its Earnest Money as its sole remedy.

6. **Closing.** The Closing of the transaction herein described (the "**Closing**") shall be within sixty (60) days of the date that the last party signs this Agreement, at the office of the Title Company, or on a date mutually agreeable to the parties (or on the date to which such time is extended by reason of Paragraph 5 or Paragraph 11 hereof, whichever date is later). The transaction herein contemplated shall be through a New York Style Closing and closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a New York Style Escrow Agreement then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be made through the escrow and the cost of said escrow and New York Style Closing shall be equally divided between Seller and Purchaser.

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

8. **Closing Adjustments.** Seller will provide evidence satisfactory to Purchaser at the Closing that all general real estate taxes for which bills have been issued have been paid in full or that the Real Estate is exempt from real estate taxes.

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

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

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

C. **Notice of Legal Proceedings.** Seller has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the Real Estate.

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

E. **Notice of Action.** From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the Real Estate or the use thereof.

10. **Provisions with Respect to the Closing.** At the Closing, Seller shall deliver to the Purchaser the following fully executed documents ("Closing Documents"):

A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;

- B. Affidavit of Title in customary form;
- C. Closing Statement executed by the parties;
- D. Applicable Real Estate Transfer Declarations;
- E. An ALTA statement in customary form;
- F. Personal Gap Undertaking;
- G. Quit Claim Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions;
- H. 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. **Purchaser's Conditions to Closing.** Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) unless each and every one of the following conditions shall have been satisfied:

- A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
- B. The Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to the terms and provisions hereof.
- C. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking of any part of the Real Estate. Seller shall immediately notify Purchaser in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.
- D. There shall have been no material change in, damage to, or casualty suffered by the Real Estate. In the event of any casualty the provisions of the *Uniform Vendor and Purchaser Risk Act* of the State of Illinois shall be applicable to this Agreement.

12. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by a nationally recognized overnight delivery service with proof of delivery, or (iii) personally delivered by hand against receipt therefore to the parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or, if mailed or by overnight delivery, on the date of deposit with the U.S. Post Office or the overnight delivery service, as the case may be.

If to Seller: Dr. Esther Mongan, Superintendent
Central Community Unit School District 301
275 South Street
PO Box 396
Burlington, IL 60109

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

If to Purchaser: _____

with a copy to: _____

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

14. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois, notwithstanding its choice of law provisions. Any action to enforce this Agreement shall be brought in the Kane County Circuit Court or the U.S. District Court, Northern District of Illinois, Eastern Division. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

15. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or state or federal holiday, the date shall be deferred until the first business day following such a date. This Agreement contains the entire agreement between the parties hereto relative to the sale of the Real Estate. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.

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.

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 supersedes any prior negotiations between the parties.

22. **Amendment.** This Agreement may only be amended by written agreement of both parties.

23. **Effective Date.** Effective Date shall mean the last date on which both the Seller and the Purchaser have executed this Agreement.

24. **Attorneys' Fees.** In the event the Seller takes legal action against the Purchaser to enforce the terms and conditions of this Agreement and substantially prevails in such action, Seller shall be entitled to recover from the Purchaser all costs, fees and expenses it incurred in bringing such action, which shall include, but are not limited to, attorneys' fees, court costs and expert witness fees.

[SIGNATURE PAGE TO FOLLOW]

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

SELLER:

PURCHASER:

**BOARD OF EDUCATION OF
CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT 301
KANE COUNTY, ILLINOIS**

By: _____

By: _____

Its: President

Its: _____

Dated: _____

Dated: _____

REAL ESTATE PURCHASE AGREEMENT EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF CHICAGO STREET, 66 FEET EAST OF THE NORTHEAST CORNER LOT 5 BLOCK 3 OF ADAM RIPPBERGER'S PLAT OF PLATO CENTER, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE AND THE EAST LINE EXTENDED OF SAID LOT 5 TO THE NORTHERLY LINE OF ILLINOIS CENTRAL R.R. RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT WHERE A LINE DRAWN 132 FEET EAST FROM THE NORTHEAST CORNER OF LOT 5 AFORESAID PARALLEL WITH THE WEST LINE OF THE PREMISES HEREIN DESCRIBED WILL MEET SAID RIGHT OF WAY, THENCE NORTH TO A POINT ON THE SOUTH LINE OF CHICAGO STREET, 132 FEET EAST OF THE NORTHEAST CORNER OF LOT 5, THENCE WEST 66 FEET ON THE SOUTH LINE OF CHICAGO STREET TO THE POINT OF BEGINNING.

PARCEL 2:

ONE ACRE OF LAND COMMENCING AT A POINT ON THE NORTHEAST CORNER OF LOT 5 BLOCK 3 PLATO CENTER, KANE COUNTY, ILLINOIS, ONE HUNDRED THIRTY SIX FEET (136) FEET EAST THEREOF (132 FEET MEASURED) FOR A POINT OF BEGINNING, THENCE EAST ONE HUNDRED AND THREE FEET (103) (102 FEET MEASURED), THENCE SOUTH FOUR HUNDRED EIGHTY FIVE FEET (485) TO THE I.C.R.R. RIGHT OF WAY LINE, THENCE NORTHWEST PARALLEL WITH THE I.C.R.R. ONE HUNDRED AND SEVENTY FOUR FEET (174) TO THE EAST LINE OF CHRIST WATERMAN LOT, THENCE NORTH THREE HUNDRED AND NINETY SIX FEET (396) TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE SOUTH LINE OF THE PUBLIC HIGHWAY, 210 FEET SOUTH AND 564 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION THENCE EAST ALONG SAID SOUTH LINE OF PUBLIC HIGHWAY 233.5 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, 688 FEET TO THE NORTHEASTERLY LINE OF THE ILLINOIS CENTRAL R.R. COMPANY RIGHT OF WAY, THENCE NORTH 40 DEGREES WEST ALONG SAID NORTHEASTERLY LINE 309.5 FEET, THENCE NORTH 484.5 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY BEFORE DEED BY EMILY WITT TO PLATO TOWNSHIP BY DOCUMENT NO. 196735, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PROPERTY TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE C.M. & N. R.R. NOW ILLINOIS CENTRAL, THENCE SOUTHEASTERLY ALONG NORTHERLY LINE OF SAID RAILROAD RIGHT OF WAY, 174 FEET, THENCE NORTH ON A LINE PARALLELL WITH AND 132 FEET EAST OF THE EAST LINE OF LANDS SO DEEDED BY SAID EMILY WITT TO THE SOUTH LINE OF THE PUBLIC HIGHWAY, THENCE WEST ALONG THE SOUTH LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

ALL IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS.

Permanent Index Numbers: 05-22-127-007 and 05-22-127-008

Approximate Address: 41W685 Russell Road, Plato Center, Illinois 60124

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