Mahomet-Seymour CUSD #3
Board of Education

November 13, 2017
Special Meeting

MAHOMET-SEYMOUR CUSD #3

1301 South Bulldog Drive, PO Box 229, Mahomet, IL 61853
Phone (217) 586-2161

Lindsey Hall, Ed.D., Superintendent

www.mscusd.org

Board of Education: *Max McComb, Cheryl Melchi, Lance Raver, Merle Giles, Nezar Kassem, Lori Larson, Jenny Park*

BOARD OF EDUCATION MEETING
Special Meeting
Board Conference Room – Middletown Prairie Elementary
November 13, 2017

7:30 a.m. Special Meeting

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda — Discussion/Action
5. Closed Session
6. Approval of Contract for the Sale of Sangamon Property: Dr. Lindsey Hall — Discussion/Action
7. Approval of Cancellation of Auction on 11/20/2017: Dr. Hall — Discussion/Action
8. Adjournment

Upcoming Meetings
November 20 – Regular Board Meeting, MPE Board Conference Room, 7:00 p.m.
December 18 – Regular Board Meeting, MPE Board Conference Room, 7:00 p.m.

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement (this "Agreement") is dated as of the effective date set forth in Section 31 of this Agreement (the "Effective Date") and made by and between the Board of Education of Mahomet-Seymour Community Unit School District No. 3, Champaign County, Illinois (the "School District"), and 1000 Churchill, LLC (the "Purchaser"; the School District and the Purchaser are collectively referred to in this Agreement as the "Parties"). Subject to the terms and conditions set forth herein, and in consideration of the covenants and undertakings of the Parties set forth in this Agreement, the Parties hereto mutually agree as follows:

1. **Recitals.**

A. The School District is the owner of certain real estate located at 601 East Main Street, Mahomet, Illinois (the "Real Estate"), legally described on the attached Exhibit A.

B. It is the opinion of the School District that the Real Estate has become unnecessary for the uses of the School District and that it is in the best interests of the School District to sell the Real Estate.

C. Pursuant to Section 5-22 of the Illinois School Code, 105 ILCS 5/5-22, the School District attempted to sell the Real Estate at two separate public auctions held on January 20, 2017 and June 19, 2017, after providing public notice of the auctions but received no bids.

D. Section 5-22 of the School Code provides that after undertaking the public auction process to sell school district owned real estate, if a school board specified a reasonable minimum selling price and that price is not met or if no bids are received the board may accept a written offer equal to or greater than the established minimum selling price for the described Real Estate.

E. After the public auctions, the Purchaser made an offer to the School District to purchase the Real Estate at the minimum selling price previously approved by the School District.

F. The School District and the Purchaser desire to enter into this Agreement which governs the sale of the Real Estate to the Purchaser.

2. **Sale of Real Estate.** The Purchaser hereby agrees to purchase and the School District hereby agrees to sell the Real Estate at a price of Seven Hundred Fifty Thousand Dollars ($750,000) (the "Purchase Price") on the terms and conditions set forth herein.

3. **Payment of Purchase Price.** Purchaser shall pay the sum of One Hundred Fifty Thousand ($150,000) Dollars as earnest money (the "Earnest Money") in accordance with Section 4 of this Agreement to be applied at the time of Closing (as defined in Section 5) to the Purchase Price and agrees to pay or satisfy the balance of the Purchase Price, plus or minus

prorations, at the time of Closing by wire transfer to an account designated by the School District.

4. **Payment of Earnest Money.** Purchaser shall pay the Earnest Money by wire transfer to an account designated by the School District within five business days after the Effective Date. The Earnest Money is non-refundable unless the School District is in default under this Agreement and the Real Estate is not transferred to the Purchaser.

5. **Escrow Closing.** The sale of the Property shall be closed through a closing escrow jointly established by the Parties with a title insurance company agreed to by the Parties in accordance with the general provisions of title company's deed and money escrow agreement consistent with the terms of this Agreement (the "Closing Escrow"). Upon creation of the Closing Escrow, anything in this Agreement between the Parties to the contrary notwithstanding, the payment of the Purchase Price and delivery of the deed and other required documents shall be made through the Closing Escrow. The closing of the sale of the Property pursuant to this Agreement (the "Closing") shall be on August 15, 2018, or when mutually agreed upon by the Parties, in writing.

6. **Conveyance of Title.** The School District agrees to convey title to the Property by a recordable stamped Special Warranty Deed to Purchaser or Purchaser's nominee. In addition, at the time of Closing, The School District shall provide the appropriate declarations or exemption certificates in compliance with the provisions of any applicable State Transfer Tax Act and any county or local governmental transaction tax ordinance or similar applicable laws and ordinances, appropriate Affidavits of Title, appropriate ALTA Statements, appropriate Plat Act Affidavits, and any other documents deemed necessary for said conveyance. The School District shall pay all State, County, and City taxes about said transaction, unless the transaction is exempt from transfer taxes. The School District shall surrender possession of the Property to Purchaser and remove all personal property at the time of Closing. In addition, the School District shall be permitted to remove at its cost the school bell currently located in the bell tower.

7. **Condition of Title.** The School District, at its cost, shall cause a commitment for title insurance to be issued in the name of the Purchaser by Chicago Title Insurance Company (the "Title Company") in an amount equal to the Purchase Price (the "Commitment"). The Commitment shall be made available to the Purchaser 14 days before the Closing and the cost of the Commitment shall be paid by the School District. The Commitment shall show title in the School District, subject only to the following exceptions (the "Permitted Title Exceptions"):

A. General real estate taxes not yet due and payable;

B. Zoning and building laws and ordinances and building lines;

C. Rights of the public, State of Illinois, or any municipality in and to any roads and highways over the Real Estate;

D. Rights-of-way for drainage ditches, feeders, laterals and drainage tile, pipe, or conduit;

E. Easements of record as of the date hereof or easements, the existence of which are readily ascertainable from a physical inspection of the Real Estate;

F. Conditions, Covenants, and Restrictions of Record; and

G. Acts done or suffered by or judgments against the Purchaser or those claimed by, through or under the Purchaser.

If the Commitment discloses unpermitted exceptions, the School District shall have 30 days after the date of delivery thereof to have such exceptions removed from the Commitment or to have the title insurance company commit to insure against loss or damage that may be occasioned by such exceptions. If at the end of the 30-day period the School District fails to have the unpermitted exceptions removed or insured against, the Purchaser may elect, upon notice to the School District within ten days after expiration of the 30-day period, to accept title as it then is with the right to deduct from the Purchase Price at the time of the Closing, liens or encumbrances of a definite or ascertainable amount that have been created by the School District, in which event the defined term "Permitted Title Exceptions" shall thereafter also include any title exceptions which have been accepted by the Purchaser. If the Purchaser does not elect to accept title as it then is, the Purchaser shall have the right to terminate this Agreement.

8. **Survey.** Upon the request of the Purchaser, the School District shall provide the Purchaser with survey documents of the Real Estate that are in the possession of the School District as of the Effective Date of the Agreement.

9. **Right to Market Property.** After the Effective Date and prior to the Closing, the Purchaser may market the Real Estate to prospective buyers; provided that prospective buyers and Purchaser shall only be permitted on the Real Estate under the supervision of a School District employee and at a time approved by the School District in writing.

10. **Real Estate Conveyed "AS IS/WHERE IS".** As used in this paragraph:

The term "Hazardous Materials" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic materials, a hazardous or toxic substance, or other similar term by any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future as such statutes, regulations, or ordinances may be amended from time to time through the Closing.

The term "Underground Storage Tank" shall mean and include all underground storage tanks as defined in Section 9001 of the RCRA, 42 U.S.C. § 6991, including all underground storage tanks specifically excluded under subparagraphs (a) through (i) of Section 9001 of RCRA, and shall also include any such tanks which would be included in Section 9001(i) of RCRA but for the fact that they contain hazardous wastes.

The term "Environmental Laws" shall mean all federal, state, and local environmental, health and/or safety statutes, ordinances, codes, rules, regulations, orders, decrees, and rules of common law, regulating, relating to, or imposing liability or standards concerning or regarding

Hazardous Materials or Underground Storage Tanks.

The School District makes no express or implied representations or warranties regarding the Real Estate or matters relating thereto. The Real Estate will be sold and conveyed to the Purchaser on an "AS IS/WHERE IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by the School District with respect to the physical, environmental, or structural condition of the Real Estate or with respect to the existence or absence of Hazardous Materials, Underground Storage Tanks, or other toxic or hazardous substances or wastes in, on, under, or affecting the Real Estate, and subject to existing zoning, flood plain, and any other restrictions on the use or development of the Real Estate. All warranties with respect to the Real Estate are hereby expressly disclaimed, including, but not limited to, any implied warranty of merchantability, fitness or habitability, good or fair condition, repair, or good and workmanlike construction, availability, or capacity of utilities to provide sewer and water service, and any warranties or representations with respect to potential liabilities under or with respect to any Environmental Laws. Any risk and all responsibility relating to any condition of the Real Estate, including, but not limited to any of the above-described conditions, are assumed by the Purchaser, and disclaimed by the School District. The disclaimer of warranties by the School District and the assumption of risk by the Purchaser with respect to the condition of the Real Estate, and all other waivers, releases, covenants, and other obligations of the Purchaser provided under this Section shall survive the Closing of the sale of the Real Estate.

11. **Purchaser's Representations.** Purchaser hereby represents and warrants to the School District that the consummation of the transaction and the compliance by Purchaser with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Purchaser is bound; and will not and does not to the best knowledge and belief of Purchaser, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Purchaser is subject or bound.

12. **Allocation of Closing Costs and Expenses.** The Purchaser shall pay for the costs of the escrow and all closing fees. The School District is a governmental entity exempt from transfer taxes under applicable law as of the Effective Date. Each Party shall be responsible for the payment of its own attorneys' fees.

13. **Real Estate Taxes.** The Real Estate is exempt from real estate taxes. Neither Party shall be entitled to any real estate tax proration.

14. **Default and Remedies.** If the School District fails or refuses to convey the Real Estate in accordance with the terms of this Agreement or otherwise perform its obligations hereunder, and such failure or refusal is not cured within 15 days after notice from the Purchaser, then the Purchaser shall have the right to specific performance, or all other rights and remedies available at law or in equity for such breach, including, without limitation, return of the Earnest Money. If the Purchaser fails to perform its obligations hereunder, and such failure or refusal is not cured within 15 days after notice from the School District, then the School District shall have the right to specific performance, or all other rights and remedies available at law or in equity for

such breach, including, without limitation, the right to retain the Earnest Money.

15. **Assignability.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

16. **Real Estate Broker.** The Parties shall be responsible for their own real estate broker or agent fee, if any, to be paid at the Closing.

17. **Notices.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice must be sent to the addresses set forth below, or to such other address as either party may specify in writing.

To the School District:

Mahomet-Seymour Community Unit the School District No. 3
1301 South Bulldog Drive
PO Box 229
Mahomet, Illinois, 61853
Attention: Superintendent

To the Purchaser:

1000 Churchill, LLC
2506 Galen, Suite 101
Champaign IL 61822

Notice of change of the foregoing addresses of either Party shall be given to the other Party, as above provided, at least seven days prior to the effective date of such change.

18. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective executors, administrators, heirs, successors, and permitted assigns.

19. **No Waiver**. The failure of either Party to insist upon the performance of any of the terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

20. **Modification.** This Agreement contains the entire agreement of the Parties and shall not be amended or modified except by written agreement of the Parties.

21. **Severability.** If any provision of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Agreement.

22. **RESPA.** The Parties hereto agree to furnish all information and documents, if any, required to comply with the Real Estate Settlement Procedure Act of 1974 and with Regulation X, if applicable, and any amendments thereto.

23. **Section 1445 of the Internal Revenue Code.** The School District represents that the School District is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that the School District is, therefore, exempt from the withholding requirements of said Section. The School District will furnish the Purchaser, at the Closing, with the Exemption Certificate set forth in said Section.

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

25. **Authority to Execute**. Each individual signing this Agreement on behalf of the entity that constitutes the School District and the Purchaser, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Purchaser.

26. **Extension of Dates.** Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

28. **Survival of Warranties.** The terms, provisions, warranties, and covenants made in this Agreement, shall survive the Closing and delivery of the deeds and other instruments of conveyance, and this Agreement shall not be merged therein, but shall remain binding upon and for the Parties hereto for a period of one year following the Closing.

29. **Entire Agreement**. This Agreement contains the entire agreement between the Parties, as to the matters covered by this Agreement, and cannot be modified or terminated except by a written instrument subsequently executed by the Parties.

30. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Champaign County, Illinois, or the federal district court for the Central District of Illinois.

31. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of its duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SCHOOL DISTRICT:

Board of Education
Mahomet-Seymour
Community Unit
the School District No. 3,
Champaign County, Illinois

By:_____
President

Attest:_____
Secretary

Dated:_____

PURCHASER:

1000 Churchill, LLC

By: [signature]
Title: manager

Dated: 11/9/17

EXHIBIT A
Legal Description

Parcel 1:

Lot 15 of Original town of Middletown, now Mahomet, as per Plat recorded March 10, 1836 in Deed Record "A", Page 91. Except an undivided one half interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any. Situated in Champaign County, Illinois.

Parcel 2:

Lot 17, Lot 19, Lot 21, and Lot 23 of Original Town of Middletown, now Mahomet, as per Plat recorded March 10, 1836 in Deed Record "A", Page 91. Situated in Champaign County, Illinois.

Parcel 3:

Commencing at the Southwest corner of Lot 23 of the Original Town of Middletown, now Mahomet, as per Plat recorded March 10, 1836 in Deed Record "A", Page 91 in the Office of the Champaign County Recorder's Office; thence North 70 degrees, 02 minutes, 16 seconds West along the South line of said Original Town of Middletown Plat for a distance of 2.60 feet to the point of beginning; thence North 70 degrees, 02 minutes, 16 seconds West continuing along said South line of the Original Town of Middletown Plat for a distance of 334.06 feet to the Westerly right-of-way line of Illinois Route 47 (Lombard Street); thence South 22 degrees, 05 minutes, 43 seconds West along said Westerly right-of-way line of Illinois Route 47 (Lombard Street) for a distance of 3.16 feet; thence South 22 degrees, 04 minutes, 45 seconds West continuing along said Westerly right-of-way line of Illinois Route 47 (Lombard Street) for a distance of 374.33 feet; thence North 80 degrees, 49 minutes, 23 seconds West for a distance of 197.37 feet; thence North 01 degrees, 53 minutes, 12 seconds West for a distance of 112.07 feet to the apparent North line of Block 1 of T.M. Brown's Plat of Mahomet recorded in Deed Book 10, Page 132 in the Office of the Champaign County Recorder's Office; thence South 88 degrees, 06 minutes, 48 seconds West along said North line of Block 1 for a distance of 3.98 feet to the Easterly right-of-way line of Jefferson Street; thence North 09 degrees, 53 minutes, 01 seconds East along said Easterly right-of-way line of Jefferson Street for a distance of 202.74 feet; thence North 02 degrees, 04 minutes, 47 seconds West, continuing along said Easterly right-of-way line of Jefferson Street for a distance of 120.85 feet to the point of beginning.

Situated in Mahomet Township and Champaign County, Illinois

PIN for Parcel 1:	15-13-15-183-002
PIN for Parcel 2:	15-13-15-183-001
PINs for Parcel 3:	15-13-15-327-002; 15-13-15-327-001; 15-13-15-183-007