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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2022-O-014**

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**AN ORDINANCE FOR THE TRANSFER OF PROPERTY PURSUANT  
TO THE ILLINOIS LOCAL GOVERNMENT PROPERTY TRANSFER  
ACT (7551 191<sup>st</sup> STREET, TINLEY PARK, IL)**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**

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**ORDINANCE NO. 2022-O-014**

**AN ORDINANCE FOR THE TRANSFER OF PROPERTY PURSUANT  
TO THE ILLINOIS LOCAL GOVERNMENT PROPERTY TRANSFER  
ACT (7551 191<sup>st</sup> STREET, TINLEY PARK, IL)**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Lincoln Way Community High School District, 210, an Illinois School District ("School District") is the owner of real property located at or near 7551 191<sup>st</sup> Street, Harlem Avenue within the Village of Tinley Park ("Village"), the legal description of which is attached hereto as **Exhibit 1** ("School Property"); and

**WHEREAS**, the Board of Trustees of the Village of Tinley Park finds that it is necessary and convenient for the Village to use, occupy and/or improve the School Property for a public purpose; within the meaning of the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, ("Act"), and

**WHEREAS**, the Village and the School District have agreed on the terms of a Purchase and Sale Agreement whereby the School District would convey the School Property to the Village, pursuant to the provisions of the Act, subject to the approval of the Corporate Authorities of the Village and the further subject to the approval of the Board of Education of the School District, a copy of which is attached hereto as **Exhibit 2**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to accept the conveyance of the School Property pursuant to the terms of the Purchase and Sale Agreement; and

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

**SECTION 2:** The President and Board of Trustees hereby accept the conveyance of the School Property from the School District, and hereby approve the Purchase and Sale Agreement for the property described in Exhibit 1, in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), substantially in the form attached hereto as Exhibit 2, and the Village President and/or the Village Manager are hereby authorized to execute said Purchase and Sale Agreement, subject to review and revisions by the Village attorney as to form, and any other revisions deemed necessary by the Village Attorney during the contingency/due diligence period.

**SECTION 3:** Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and hereby repealed to the extent of such conflict.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 5:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 1<sup>st</sup> day of February, 2022.

AYES: Brady, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Brennan

APPROVED THIS 1<sup>st</sup> day of February, 2022.

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

STATE OF ILLINOIS       )  
COUNTY OF COOK       )     SS  
COUNTY OF WILL       )

CERTIFICATE

I, NANCY O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-014, "AN ORDINANCE FOR THE TRANSFER OF PROPERTY PURSUANT TO THE ILLINOIS LOCAL GOVERNMENT PROPERTY TRANSFER ACT (7551 191st STREET, TINLEY PARK, IL)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 1, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of February, 2022.

  
VILLAGE CLERK

**EXHIBIT 1**  
**Legal Description**

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DCOUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH UNE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SA[D PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

**PINs:**

19-09-12-200-011-0010 and 19-09-12-200-011-0020

**EXHIBIT 2**  
**Purchase and Sale Agreement**

## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** ("Agreement"), made and entered into this 20th day of January, 2022 ("Effective Date"), by and between, the Village of Tinley Park, an Illinois municipal corporation ("PURCHASER"), and the Board of Education of Lincoln Way Community High School District, 210 ("SELLER"). SELLER and PURCHASER may be referred to individually as "Party" and collectively as "Parties".

### **RECITALS**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the promotion and protection of economic and social vitality; and

WHEREAS, SELLER is a public school district organized and existing under the laws of the state of Illinois; and

WHEREAS, SELLER is authorized pursuant to Section 5/5-22 of the Illinois School Code (105 ILCS 5/5-22) to sell real property to another unit of local government pursuant to the Illinois Local Government Property Transfer Act (50 ILCS 605/1. et. seq.); and

WHEREAS, SELLER is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and commonly known as 19100 S. Harlem Avenue, Tinley Park, Illinois, ("Real Property"); and

WHEREAS, SELLER has determined that the Real Property has become unnecessary, unsuitable and inconvenient for a school and unnecessary for uses of the SELLER; and

WHEREAS, SELLER desires to sell to PURCHASER and PURCHASER desires to purchase from SELLER the Real Property, all improvements thereon, all attachments and all fixtures (collectively "Property") in accordance with the Illinois Local Government Property Transfer Act; and

WHEREAS, in order to consummate the sale of the Property to PURCHASER, the Parties desire to enter into this Agreement; and

WHEREAS, SELLER finds the powers exercised hereunder to be in furtherance of the public use and essential to the public interest; and

WHEREAS, the President and the Board of Trustees have determined that entering into this Agreement is in the best interest of the Village of Tinley Park.

## AGREEMENT

It is hereby agreed, by and between the Parties, subject to the terms and conditions hereinafter set forth, as follows:

1. Recitals. The above Recitals are incorporated herein by this reference.
2. Purchase and Sale. On the terms and conditions set forth herein, SELLER hereby agrees to sell and convey the Property to PURCHASER and PURCHASER hereby agrees to purchase the Property from SELLER at the Closing (as defined hereinafter).
3. Purchase Price. In consideration for the conveyance of the Property, PURCHASER hereby agrees to purchase the Property from SELLER for the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Purchase Price") to be paid as follows:
  - a. Earnest Money Deposit. Within seven (7) days after the full execution of this Agreement, PURCHASER shall deposit with the Title Company (as defined hereinafter) as Escrowee, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The Earnest Money Deposit shall be held by the Title Company pursuant to a Strict Joint Order Excrow and credited to the PURCHASER against the Purchase Price at Closing.
  - b. Balance of Purchase Price. The balance of the Purchase Price shall be paid at the Closing in immediately available funds, subject to adjustments as hereinafter provided.
4. Closing. The Parties agree to make all reasonable efforts to close by May 20, 2022, provided that all contingencies, conditions, due diligence periods, and title/survey review provisions, as forth herein, have been satisfied to Purchaser's sole, exclusive, satisfaction, or at any other such time and place as PURCHASER and SELLER shall mutually agree upon (the "Closing").
5. Due Diligence Period. PURCHASER shall have 90 days (90) days from the full execution of this Agreement to conduct, at its sole cost and expense, any of its due diligence ("Due Diligence Period"). PURCHASER shall provide written notice to SELLER that PURCHASER is commencing its due diligence ("Due Diligence Notice").
  - a. Upon receipt of the Due Diligence Notice, SELLER shall provide PURCHASER with copies of the following, if in the possession of SELLER: (i) existing deed; (ii) existing title insurance policy; (iii) existing survey, (iv) copies of title exception documents of record; (v) existing environmental, engineering and soils reports, (vi) existing engineering and/or wetland reports (if applicable), (vii) copies of existing zoning documentation, (viii) copies of tax bills and assessment history for the previous five (5) years; and (ix) all government notices, permits and licenses.
  - b. During the Due Diligence Period, PURCHASER or its designee, shall have



the sole exclusive right to conduct its investigation and feasibility into the property for future development purposes, and SELLER shall provide PURCHASER or its designee unlimited access to the Property for the purpose of making inspections, test borings, soil analysis, and such other tests and surveys thereon as deemed necessary by PURCHASER, including but not limited to a Phase I environmental study and Phase II environmental study, and other flood and drainage investigation and studies, and all other development related feasibility investigations and studies if needed. Except to the extent attributable to acts, omissions or negligence of SELLER, or its employees and agents, PURCHASER shall indemnify, defend, and hold harmless the SELLER, its officials, officers, employees, and agents from any claims or demands that may be made by any third party against the SELLER, its officials, officers, employees, and agents arising out of the access granted hereunder. PURCHASER shall, at its sole cost and expense, restore the Property to its condition existing immediately prior to inspection. If During the 90 Day Due Diligence Period as defined in this Section 5, PURCHASER's investigation, feasibility studies, inspections, surveys, test borings or soil analysis do not show to the PURCHASER's sole, exclusive satisfaction that: (1) said Property is suitable for PURCHASER's intended use, and/or (2) show in Purchaser's sole, exclusive judgment, that there are hazardous substances present on the Property, PURCHASER shall have the sole exclusive right to terminate this Agreement pursuant to the notice provision set forth Section 24 of this Agreement, at which time this Agreement shall become null and void, with no Party having any rights, duties or obligations to each other. SELLER agrees to cooperate with the Title Company and Escrowee, and execute the necessary documents to release the Earnest Money Deposit to PURCHASER. The indemnity under this subsection 5(b) shall survive any termination of this Agreement and the Closing.

6. No Representations as to Condition and Suitability of Property. Except as provided for in Section 14 of this Agreement, the Property is being transferred in an "As Is" condition and "With All Faults" as of the date of this Agreement and of Closing. No representations or warranties have been made or are made and no responsibility has been or is assumed by SELLER or by any board member, officer, official, employee, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

Except as provided for in Section 14 of this Agreement, Seller makes no representations or warranties as to whether the Property contains Hazardous Substances (defined below) or the extent, location or nature of same. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning the presence of Hazardous Substances on or about, or released from the Property, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser agrees and acknowledges that it has relied and shall 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 Seller to Purchaser.

As used herein the term "Hazardous Substances" means (i) any flammable explosives, radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, including, but not limited to, asbestos, PCBs, petroleum products and by-products (including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel, or any mixture thereof), which are defined or listed as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in, or exposure to which is prohibited, limited or regulated by, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.); any so-called "Superfund" or "Superlien" law; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; (ii) any substances or mixture regulated

7. Breach and Remedies:

a. In the event that the sale of the Property fails to close as a result SELLER's breach of its obligations under this Agreement, and such breach has not been cured by SELLER within thirty (30) days after written notice to SELLER by PURCHASER, PURCHASER shall have the right to terminate this Agreement and the Earnest Money Deposit shall be refunded to PURCHASER. In *lieu* of their termination rights, PURCHASER may seek specific performance of this transaction and damages (including attorneys' fees).

b. In the event that the sale of the Property fails to close as a result of PURCHASER's breach of its obligations under this Agreement, SELLER's sole, exclusive remedy shall be to retain the Earnest Money Deposit as defined in Section 3(b) of this Agreement, as liquidated damages, in *lieu* of any other damages available to SELLER at law or in equity. It is understood that SELLER's actual damages in the event of PURCHASER's default are difficult to ascertain and that SELLER's retention of PURCHASER's Earnest Money Deposit represents the Parties' best current estimate of such damages.

8. Prorations. All water and other utilities charges, and rents, if any, and other similar items with respect to the Property shall be prorated between SELLER and PURCHASER as of the Closing. Real Estate property tax prorations shall be based upon 110% of the last ascertainable tax bill as of the date of closing. SELLER shall pay all special assessments levied prior to Closing regardless as to when due.

9. Title Insurance. SELLER, at its sole cost and expense, shall furnish, not less than thirty days (30) prior to the Closing, a title commitment for an owners title insurance policy issued by Professional National Title Network ("Title Company") in the amount of the purchase price providing standard coverage and full extended coverage over all standard and general exceptions. Any endorsement requested by PURCHASER would be at PURCHASER's expense

10. Title and Survey Objections.

PURCHASER shall have ten (10) business days after receipt of the Title Commitment and the Survey, respectively, in which to object in writing to SELLER to any defect, encumbrance or matter appearing in the title documents or Survey, respectively. Those matters to which the PURCHASER does not so object shall become Permitted Exceptions. If, within such applicable period, PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter shown in the Title Commitment or Survey, or if at any time prior to closing PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter to SELLER's title not set forth in the original Title Commitment or Survey, then SELLER shall have, at its option and without any obligation to do so, ten (10) business days after receipt of such notification of objection in which to cure or remove the same subject, to the PURCHASER's sole, exclusive satisfaction. If SELLER does not do so, then PURCHASER may at any time prior to Closing send SELLER and Title Company written notice terminating this Agreement, whereupon Title Company shall immediately release the Deposit to PURCHASER, and neither PURCHASER nor SELLER shall have any further rights or obligations pursuant to this Agreement; otherwise, PURCHASER shall be deemed to have accepted such matter, encumbrance or defect as a Permitted Exception.

11. Title. SELLER shall convey to PURCHASER the Property transferred hereunder by executing and delivering to PURCHASER a general warranty deed ("Deed"), with release of marital and homestead right, if any, subject only to general real estate taxes not yet due and payable and the Permitted Exceptions.

12. Possession. Possession of the Property shall be delivered to PURCHASER at the time of Closing.

13. Conditions Precedent. This Agreement and the transactions contemplated herein are contingent upon each of the following:

a. Condition of the Property. Subject to Section 19, that the Property at Closing is in the same condition, reasonable wear and tear excluded, as it is in on the Effective Date.

b. Interest in Property. At all times prior to Closing, Seller shall not sell, mortgage, pledge, encumber, hypothecate, lease or otherwise transfer or dispose of all or any part of the Property or any interest therein without the prior written consent of Buyer, which may be given or withheld in Buyer's sole and absolute discretion.

c. Due Diligence Period. This Agreement is contingent on Purchaser's Due Diligence and Title/Survey Review as set forth in Sections 5 and 10 of this Agreement.

d. Approval of the Village Board. The Purchaser will seek Village Board approval after Seller is granted approval by its Board of Education. This Agreement is contingent on the approval of the Village Board, of the Village of Tinley Park, within 28 days after Seller's execution of this Agreement.

e. Failure of Conditions Precedent. In the event that any of the conditions precedent contained in this Agreement shall not be fulfilled at the time of Closing PURCHASER may terminate this Agreement and the Deposit shall be returned to PURCHASER.

14. Representations of SELLER. SELLER represents and warrants to PURCHASER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. SELLER'S Title. SELLER warrants and represents that SELLER is the owner of the Property, free and clear of all liens, security interests, charges, claims, or encumbrances, restrictions, restrictions, leases, tenancies, licenses, options, except for the Permitted Exceptions. SELLER has complete right, power and authority to enter into this Agreement and to convey title of the Property to PURCHASER at the Closing by general warranty deed and SELLER represents that as of Closing, these representations shall be true and correct.

b. Violations of Law. SELLER has no knowledge or notice of any violation of any law, ordinance, rule or administrative or judicial order affecting the Property that will in any way affect PURCHASER'S use of, or interest in, the Property. Seller represents and warrants that there are no condemnation, zoning change, or other proceedings or action pending, threatened or contemplated by any governmental body, authority or agency that will in any way affect PURCHASER'S use of, or interest in, the Property.

c. Litigation. SELLER warrants and represents that there is no litigation pending, threatened or contemplated which will affect the Property in any way including, without limitation, the use, ownership and operation of the Property.

d. Hazardous Substances. To SELLER's Knowledge and without any obligation to investigate or inquire, the Property is not contaminated with any Hazardous Substances. For purposes of this Agreement, "*Hazardous Substances*" means any substance or material which gives rise to liability under any of the Environmental Laws. For purposes of this Agreement, "*Environmental Laws*" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, and regulations pertaining to the environmental or ecological conditions on, under or about the Property. To SELLER's Knowledge, there are no underground storage tanks on the Property.

e. Agreements. SELLER, to the best of SELLER'S knowledge, represents and warrants that this Agreement will not conflict with, result in a breach of the terms and conditions of, accelerate any provision of, or constitute any default under, any contract or agreement of which SELLER is now or may become a party. Other than this Agreement, there are no leases, licenses or other agreements for the possession or use of the Property, oral or written, or any options to purchase, purchase agreements or letters of intent granting to a person or entity any right or option to purchase the Property, and SELLER will not enter into any such agreements prior to Closing.

f. Authorization. SELLER warrants and represents that SELLER has complete right, power and authority to enter this Agreement and to perform each of SELLER'S obligations under this Agreement.

15. Representations of the PURCHASER. PURCHASER represents and warrants to SELLER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. Authorization. Subject to the Village Board's approval, as set forth and disclosed in Section 13(d) above, PURCHASER represents and warrants that that it has complete right, power and authority to enter this Agreement and to perform each of its obligations under this Agreement.

b. Litigation. PURCHASER, to the best of PURCHASER'S knowledge, warrants and represents that there is no litigation pending, threatened or contemplated relating to or affecting PURCHASER in which an adverse determination would have a materially adverse effect on the ability of PURCHASER to perform its obligations under this Agreement or consummate the transactions contemplated herein. PURCHASER is not subject to any judgment, order, decree or other governmental restriction specifically applicable to PURCHASER, which would have a materially adverse effect on the consummation of the transactions contemplated herein.

16. Escrow Closing. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be paid equally by the Parties.

17. Closing Documents. At the time of the Closing, the Title Company shall prepare a Closing Statement which shall be signed by each of the Parties and shall indicate appropriate debits and credits on account of the purchase price, prorations and security as more fully described in this Agreement. The SELLER shall furnish an Affidavit of Title covering the time of closing, subject only to the Permitted Exceptions allowed for under this Agreement and shall sign all customary ALTA forms.

18. Closing Costs. SELLER shall pay for the charges for the owner's title search and title insurance policy. Any remaining closing costs shall be paid equally by the Parties. PURCHASER shall pay for the charges for recording the Deed, due diligence studies, environmental reports, or other engineering studies or updates.

19. Fire, Casualty or Condemnation. In the event that, on or prior to the Closing, all or any portion of the Property is destroyed by fire or other casualty or is taken or proposed to be taken through condemnation, PURCHASER may elect, within thirty (30) days after the date of such casualty or condemnation, at its sole option, either to:

(a) Terminate this Agreement, or

(b) Proceed with the Closing of the transactions contemplated by this Agreement, in which case SELLER shall turn over to PURCHASER at the Closing, by certified funds, all insurance proceeds and/or condemnation awards theretofore paid in connection with such casualty and/or taking and shall also assign to PURCHASER, by writing in form and substance reasonably acceptable to PURCHASER, all of SELLER'S right, title and interest in and to all insurance proceeds and/or condemnation awards in connection therewith.

20. Indemnification.

a. PURCHASER shall indemnify, defend and hold harmless SELLER, its Board members, officials, officers, employees, and agents from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of PURCHASER of its obligations, representations, warranties or covenants hereunder.. Such indemnification obligation shall survive the closing.

b. SELLER shall indemnify, defend, and hold harmless PURCHASER from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of SELLER of its obligations, representations, warranties or covenants hereunder. Such indemnification obligation shall survive the closing.

21. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

22. Duplicate Copies. This Agreement may be executed in duplicate, each of which shall be deemed an original.

23. Drafter: Despite the possibility that one Party or its attorneys have prepared this

Agreement or portions thereof, the Parties agree that no Party shall be deemed the drafter of this Agreement, and that no provisions of this Agreement shall be construed against any Party as its Drafter.

24. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served upon any Party hereto by the other Party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom it is directed, or in lieu of such personal service, by sending a written copy by United States certified mail-return receipt requested, postage prepaid, e-mail, or express mail (i.e. Federal Express, Purolator, etc.), addressed as follows:

To PURCHASER at: Patrick Carr  
Village Manager  
Village of Tinley Park  
16250 Oak Park Avenue  
Tinley Park, Illinois  
[pcarr@tinleypark.org](mailto:pcarr@tinleypark.org)

With a Copy to: Michael J. Pasquinelli, Jr.  
Peterson Johnson & Murray Chicago, LLC  
200 W Adams, Suite 2125  
Chicago, IL 60606  
[mpasquinelli@pjmchicago.com](mailto:mpasquinelli@pjmchicago.com)

To SELLER at: Dr. Scott Tingley  
Superintendent  
Lincoln-Way School District 210  
1801 E. Lincoln Highway  
New Lenox, IL 60451  
[stingley@lw210.org](mailto:stingley@lw210.org)  
(815) 462-2135

With Copy to: Christopher L. Petrarca  
Petrarca, Gleason, Boyle & Izzo, LLC  
1415 West 22<sup>nd</sup> Street – Suite 200  
Oak Brook, IL 60523  
[cpetrarca@petrarcagleason.com](mailto:cpetrarca@petrarcagleason.com)  
(630) 928-1200; Ext. 209

If notice is given by certified mail or express mail, such notice shall be deemed given upon receipt or refusal of receipt. Either Party may change their address for the purposes of this section by giving written notice of such change to the other Party in the manner provided for in this section.

25. Governing Law. This Agreement shall be construed and interpreted in accordance

with the law of the State of Illinois.

26. Inurement. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it, and their respective heirs, legal representative, successors and assigns.

27. Captions. Captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

28. Survival. The warranties and representations made in this Agreement by either Party to the other shall be deemed remade by all Parties as of the Closing, and shall be true and correct at such time. The warranties, representations, indemnifications and other agreements contained in this Agreement shall survive the Closing and shall not merge into the Deed.

29. Venue. The sole and exclusive venues for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois.

30. Confidentiality. To the extent permitted by law, PURCHASER and SELLER shall endeavor to maintain the confidentiality of this Agreement, but SELLER shall be permitted to disclose such information and documents to officials, officers, employees, agents, attorneys and consultants as SELLER in its sole discretion, deems appropriate in order to complete the transaction contemplated by this Agreement and to comply with any and all provisions of the Illinois Open Meetings Act and the Illinois Freedom of Information Act. PURCHASER understands and agrees that the provisions of this Agreement shall be a matter of public record. SELLER shall make all disclosures in the manner and within the time required by law.

[Signatures on Following Page]



**EXHIBIT A**

**See Survey Dated December 18, 2006, and Legal Description therein**

**PIN:** 19-09-12-200-011-0000

**Property Address:** 19100 S. Harlem  
Tinley Park, IL 60477

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DCOUMENT NO. R2002-112732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

Part of P.I.N: 19-09-12-200-011-0000

The Parties agree to amend this Exhibit, if necessary, with an updated legal description, PIN number, and common address of the Property, during the Purchaser's Due Diligence Period as set forth in Section 5 of this Agreement. If the Parties cannot agree to amendments proposed and related to his paragraph, then either Party, during the Due Diligence Period, may elect to terminate this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year written below.

PURCHASER:

THE VILLAGE OF TINLEY PARK

By: Michael W. Lutz

Its: Village President

Date: Feb. 2, 2022

SELLER:

THE BOARD OF EDUCATION  
LINCOLN-WAY COMMUNITY SD210

By: A. J. H.  
President, Board of Education

President Pro Tem

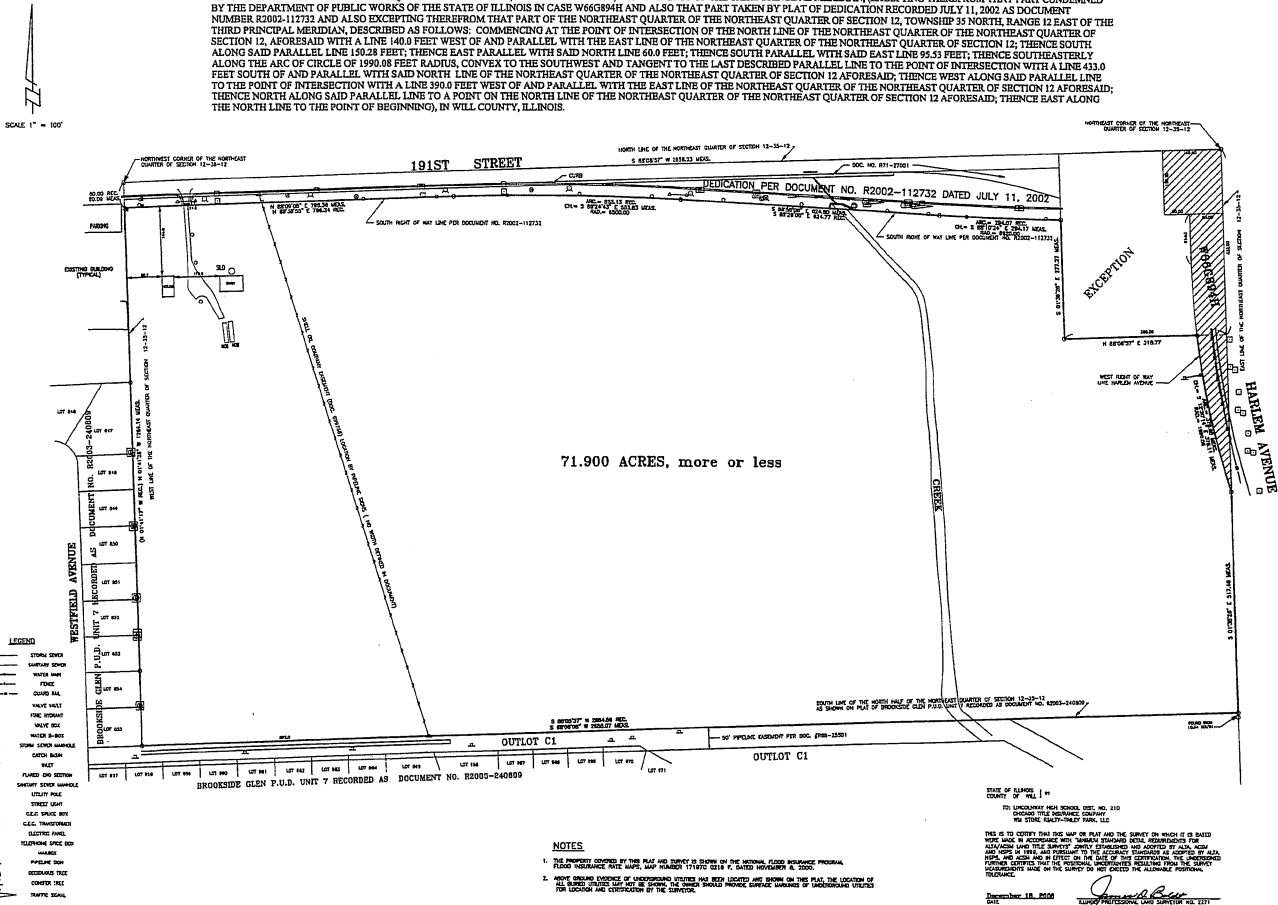
Attest: M. J. Doyle  
Secretary, Board of Education

Date: 1/20/2022

## PLAT OF SURVEY / ALTA

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W6698RH AND ALSO THAT PART TAKEN BY PLAT OF DISPOSITION RECORDED JULY 11, 2002 AS DOCUMENT NO. 77-122) TOGETHER WITH THE SOUTHWEST CORNER OF SAID QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID WITH A LINE 140.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.0 FEET; THENCE SOUTH PARALLEL WITH SAID SAID EAST LINE 95.5 FEET; THENCE SOUTHEASTERLY CURVED THROUGH AN ARC OF A CIRCLE BEARING S 2° 10' E 11.5 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE 11.5 FEET; THENCE SOUTH PARALLEL WITH SAID SOUTH LINE 11.5 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

A SECOND COURSE OF BOUNDARY LINES FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID, THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS



12-18-06	JOB	REMOVED FOR REVIEW
DATE	BY	REVISION

PLAT OF SURVEY/ ALTA

LINCOLNWAY COMMUNITY HIGH  
SCHOOL DIST. NO. 210

**GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
1207 CEDARWOOD DRIVE     JOLIET, ILLINOIS 60435     815/730-1010

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