

# LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101  
· Tel: (708) 579-6462 · Fax: (708) 579-6454 · Email: [bstachacz@lths.net](mailto:bstachacz@lths.net) · Website: [www.lths.net](http://www.lths.net)



Brian Stachacz  
Director of Business Services

December 20, 2022

Dear Prospective Buyer,

The Board of Education at Lyons Township High School District 204 approved the sale of land at 7900 S. Willow Springs Road in Willow Springs, Illinois at their December 19, 2022 board meeting.

The property consists of three parcels of land with the following permanent index numbers 18-32-101-001-0000, 18-32-103-004-0000 and 18-32-103-006-0000.

Enclosed are the terms and conditions of sale for you to look over and review.

If you have any questions please contact me at 708-579-6462 or by email at [bstachacz@lths.net](mailto:bstachacz@lths.net).

Sincerely,

A handwritten signature in cursive script that reads "Brian Stachacz".

Brian Stachacz  
Director of Business Services  
Lyons Township High School District No. 204

**RESOLUTION AUTHORIZING THE SALE BY SEALED BID OF ±70  
ACRES OF REAL PROPERTY LOCATED AT 7900 S. WILLOW SPRINGS  
ROAD, WILLOW SPRINGS, ILLINOIS**

**WHEREAS**, the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (the “School District”) is the owner of certain real estate consisting of ±70.0 acres of unimproved land located at 7900 S. Willow Springs Road in Willow Springs, Illinois with the permanent index numbers 18-32-101-001-0000, 18-32-103-004-0000, and 18-32-103-006-0000 (the “Real Estate”) described within the attached Exhibit A; and

**WHEREAS**, it is the opinion of the Board of Education 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 that the Real Estate be sold;

**NOW, THEREFORE**, Be It Resolved by the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois, as follows:

**Section 1:** That the Board of Education hereby finds and determines 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 that the Real Estate be sold.

**Section 2:** That the Real Estate shall be sold by sealed bid to be conducted in accordance with the provisions of Section 5-22 of the School Code, 105 ILCS 5/5-22, and any other applicable law.

**Section 3:** That the terms upon which the Board of Education desires to sell the Real Estate are substantially set forth in the Terms and Conditions of Sale, attached hereto and made a part hereof as Exhibit A. The Notice of Sale shall be substantially in the form of Exhibit B, attached hereto and made a part hereof. Terms and conditions to facilitate the sale not inconsistent with the

foregoing may be established by the Superintendent of the School District, including the notice and date and time of the sale.

**Section 4:** That the Board President and Board Secretary, Superintendent, and attorneys for the School District are hereby authorized to sign such documents and take such action as may be necessary to complete the sale.


**Section 5:** That this Resolution shall be in full force and effect from and after its adoption.

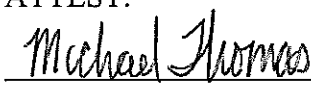
**ADOPTED** this 19<sup>th</sup> day of December, 2022, by the affirmative vote of at least two-thirds (2/3rds) of the members of the Board of Education on the following roll call vote:

**YES:** Jill Grech, Alison Kelly, Julie Swinehart,  
Michael Thomas, Dawn Aubert and Kari Dillon

**NO:** N/A

**ABSENT:** Jill Beda Daniels

  
\_\_\_\_\_  
President

ATTEST:  
  
\_\_\_\_\_  
Secretary

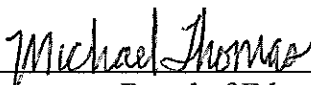
**SECRETARY'S CERTIFICATE**

I, Michael Thomas, do hereby certify that I am Secretary of the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois, and as such official, I am keeper of the records, files, and seal of said School District; and,

I hereby certify that the foregoing instrument is a true and correct copy of the RESOLUTION AUTHORIZING THE SALE BY SEALED BID OF ±70 ACRES OF REAL PROPERTY LOCATED AT 7900 S. WILLOW SPRINGS ROAD, WILLOW SPRINGS, ILLINOIS, adopted at a duly called Public Meeting of the Board of Education of Lyons Township High School District No. 204 held at LaGrange, Illinois, in said District at 7:30 p.m. on the 19<sup>th</sup> day of December 2022.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Board has substantially complied with all of the provisions of said Act.

IN WITNESS WHEREOF, I hereunto affix my official signature this 19<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Secretary, Board of Education, Lyons Township  
High School District No. 204,  
Cook County, Illinois

**EXHIBIT A**

**LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

**TERMS AND CONDITIONS OF SALE OF ±70 ACRES OF REAL PROPERTY  
LOCATED AT 7900 S. WILLOW SPRINGS ROAD, WILLOW SPRINGS, ILLINOIS**

The Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“Seller”) will sell certain real property consisting of ±70.0 acres of unimproved land located at 7900 S. Willow Springs Road in Willow Springs, Illinois with the permanent index numbers 18-32-101-001-0000, 18-32-103-004-0000, and 18-32-103-006-0000 (the “Real Estate”), and legally described in the title commitment that is (or will be) available at the offices of the Seller’s Business Office.

Such sale shall be made on the following terms and conditions:

1. Sealed Bid Process. The Real Estate shall be sold in its entirety as a parcel by sealed bid to be conducted at the offices of the Seller’s Administrative Offices, 100 S. Brainard Avenue, Room 103, LaGrange, Illinois 60525. Persons who wish to bid must deposit earnest money at the time of their bid. Seller’s representative shall convene the opening of sealed bids at the date and time specified in the Notice of Sale of Real Estate and proceed with the bid openings as the Seller’s representative deems appropriate. No bid below the minimum price set forth in the Notice of Sale of Real Estate will be entertained. At such time as all have bid who wish to bid, and after a reasonable waiting period established by the Seller’s representative, the bidding shall be recessed, during which time the highest bidder (hereinafter referred to herein as the “Buyer”) will be required to sign a Memorandum of Sale, substantially in the form of Exhibit 1, attached hereto and made a part hereof, to which a copy of these Terms and Conditions of Sale shall be attached. In the event that more than one bidder offers the same highest bid, such bidders shall be allowed a reasonable period of time, not to exceed fifteen (15)

minutes, to offer a new higher bid in a sealed envelope to be opened thereafter by Seller's representative in order to arrive at one highest bidder for the Real Estate. If necessary, this process shall be repeated until there is only one highest bidder who shall then be referred to as the Buyer. An authorized official of Seller shall then sign the Memorandum of Sale acknowledging receipt of the bid and the earnest money. Upon execution of the Memorandum of Sale by Buyer and Seller's authorized official, the earnest money check of the highest bidder ("**Earnest Money**") shall be retained by Seller as security for Buyer closing on the sale and the sealed bid sale shall be adjourned. Seller will deliver the Earnest Money to Seller's Business Office to be held in a money Escrow (defined below). The earnest money checks of the unsuccessful bidders shall be returned immediately after the close of the bid openings. Buyer's bid shall be firm and irrevocable until such time as Seller either rejects or accepts the bid, which action shall occur not later than fourteen (14) days after the close of the public sale. Seller may consider the bid price, future property tax revenues and 'new property' equalized assessed valuation likely to be generated by the development of the Real Estate, the bidder's financial standing and track record for successfully completing projects, and any other factors within its sole discretion in evaluating, and accepting or rejecting, the highest bid. Upon acceptance, Seller's President and Secretary shall sign the Memorandum of Sale and such date shall be the 'Effective Date'. As of the Effective Date, these terms and conditions shall be known as the 'Agreement'. If the bid is not accepted within the fourteen (14) days provided for above, the Earnest Money shall be promptly returned to the otherwise successful bidder. The Memorandum of Sale may be recorded with the Cook County Recorder of Deeds at the expense of the party recording the Memorandum.

2. Purchase Price. The purchase price for the Real Estate shall be established by the highest bid accepted by Seller (“**Purchase Price**”); provided, however, that the minimum purchase price for the Real Estate shall be FIFTY FIVE MILLION and NO/100 Dollars (\$55,000,000.00). The Earnest Money and the balance of the Purchase Price shall be paid into Escrow in the form of a certified check, cashier’s check, or wire transfer of immediately available funds made payable to Lyons Township High School District No. 204.

3. Earnest Money Deposit. The Earnest Money, in the amount of FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00) shall be paid at the time of bid opening by each bidder for the Real Estate and the balance shall be paid at Closing (as hereinafter defined). The Earnest Money shall be applicable to the Purchase Price at Closing. Possession of the Real Estate will be delivered to Buyer at Closing. The Earnest Money may be deposited in an interest bearing account at Seller’s sole discretion. Any interest earned on the Earnest Money shall be credited to Buyer’s account at Closing.

4. Form of Deed. Seller shall deliver to Buyer at closing a Quitclaim Deed in substantial conformance with the statutory form of deed set forth in 765 ILCS 5/10.

5. Inspection of Real Estate. From the Effective Date through the Feasibility Period (as defined in Section 6 below), and, if Buyer does not terminate this Agreement, from the end of the Feasibility Period until the Closing, Buyer shall, at its sole cost and expense, have the right to enter upon the Real Estate and to make all inspections, tests, studies, and investigations of the condition of the Real Estate which it may deem necessary, all of which inspections and preparations shall be undertaken at Buyer's expense. After completing its investigation of the Real Estate Buyer will repair any damage to the Real Estate caused by its acts and leave the Real Estate in substantially the condition in which it existed on the Effective Date. Buyer will hold

Seller harmless from and indemnify Seller against any and all damages and liability occasioned by any claim asserted against Seller related to physical injury to persons or property and caused by such inspections, tests, studies, or other activities of Buyer. Upon the execution of the Memorandum of Sale, Buyer represents and warrants to Seller that Buyer is presently under the following coverages and agrees to maintain policies providing such coverages in full force and effect in the same or greater amounts with respect to any activities hereunder which may take place on the Real Estate prior to Closing or the earlier termination of the Agreement: (a) Comprehensive General Liability - \$1.0 million per Occurrence; \$3.0 million General Aggregate; and \$500,000 Product-Completed Operations Aggregate, and (b) Workers Compensation Insurance Policy limits according to Illinois law. Buyer shall name Seller as an additional insured party and Buyer shall deliver to Seller Certificates of Insurance prior to Buyer's first entry on the Real Estate. This Section shall survive the termination of the Agreement.

6. Feasibility Period. Within one-hundred-twenty (120) days after the Effective Date, the Buyer shall investigate the physical and environmental condition of the Real Estate and commence discussions with governmental entities with jurisdiction over the Real Estate concerning the development of the Real Estate, including but not limited to commencing discussions with the Village of Willow Springs, County of Cook, Illinois Department of Transportation, and/or any other governmental entity about use and zoning of the Real Estate. On or before the expiration of the Feasibility Period, Buyer shall give written notice to Seller ("Feasibility Period Notice") whether or not Buyer is satisfied with and has accomplished the matters described in Section 5 above. Prior to the expiration of the Feasibility Period, Buyer shall have the right to terminate this Agreement in its sole discretion and for any reason. If the



Feasibility Period Notice is in the affirmative the parties shall proceed. If the Feasibility Period Notice is in the negative, this Agreement may be terminated by Buyer by written notice to Seller effective as of the date of receipt of the Feasibility Period Notice, in which event the Earnest Money then in Escrow shall be returned to Buyer and the parties shall have no further obligations hereunder, except as otherwise provided herein. If Buyer fails to provide a Feasibility Period Notice, the Feasibility Period shall be deemed waived by Buyer and the parties shall proceed with this Agreement. At the conclusion of the Feasibility Period, \$100,000.00 of the Earnest Money shall become non-refundable, except in the event of a default by Seller under the Agreement.

7. Approval Period. Within two-hundred-ten (210) days after the expiration of the Feasibility Period, Buyer will have the right, at its sole cost, to pursue all governmental and other approvals and entitlements required for Buyer to develop the Real Estate for industrial purposes in accordance with its plans for development, in each case subject only to conditions and terms acceptable to Buyer. These governmental approvals and entitlements, which may include, without limitation, approval of the applicable zoning by the Village of Willow Springs to permit Buyer's intended development of the Property, obtaining planned unit development and/or comprehensive development plan approval (if applicable), obtaining approval of a preliminary plat, final plat or replat, obtaining approval of proposed building floor plans and exterior elevations to be built and/or such other approvals and entitlements as Buyer determines necessary for Buyer's intended development. Seller agrees to cooperate with Buyer in Buyer's efforts to obtain such approvals and entitlements. Such cooperation shall include the signing of all documents necessary or incident to the processing of development approval applications. After the expiration of the Approval Period, Buyer will be deemed to have waived its right to

terminate the Agreement pursuant to this Section. The Approval Period may be extended for an additional ninety (90) days provided Buyer has diligently pursued all development approvals and Buyer deposits an additional FIFTY THOUSAND DOLLARS (\$50,000.00) as Earnest Money into Escrow which shall immediately be non-refundable. At the conclusion of the Approval Period, an additional \$100,000.00 (for a total of \$200,000.00 or \$250,000.00 as the case may be) of the Earnest Money shall become non-refundable, except in the event of a default by Seller.

8. No TIF Incentives. Buyer agrees, covenants, and pledges that it will not solicit, apply for, encourage, or accept any tax increment financing (“TIF”) benefit for the Real Estate that may be available under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-1 *et seq.*] or any similar law and further, that it shall actively oppose the creation and establishment of a TIF district for all or any portion of the Real Estate. To the extent a TIF district is created over Buyer’s objections, and TIF benefits are provided to Buyer and/or the Real Estate, Buyer agrees that for the life of the TIF district it will annually pay to all taxing districts whose boundaries the Real Estate is located within the amount of property taxes the taxing districts would otherwise receive from the Real Estate had no TIF district been created. At Closing, Buyer and Seller shall record a restrictive covenant in a form approved by Seller and Seller’s attorney that restricts the use of tax increment financing for the Real Estate consistent with this paragraph.

9. Closing. Closing shall occur within twenty (20) days after the conclusion of the Approval Period with the payment of the Purchase Price by Buyer to Seller. Closing shall occur at time and place mutually agreed to by Buyer and Seller, or in the absence of such mutual agreement at a reasonable time and place set by Seller, subject to the conditions below. The sale of the Real Estate shall be closed through a closing Escrow jointly established by Buyer and

Seller with the Title Company (as hereinafter defined) in accordance with the general provisions of a deed and money escrow agreement consistent with these Terms and Conditions. Upon creation of the Escrow, anything in these Terms and Conditions to the contrary notwithstanding, payment of the purchase price and delivery of the deed and other required documents shall be made through the Escrow. Earnest Money shall be applied to the Purchase Price at the Closing.

10. Allocation of Closing Costs. (a) Seller shall pay the following costs in connection with Closing: Survey, Title Commitment, Owner's Policy of Title Insurance, Title curative instruments, releases of existing liens, preparation and recording of Deed, recording fees for curative instruments and releases, tax statements and certificates, one-half of any Escrow fee, Seller's attorney's fee, and any other expenses customarily charged to the Seller. (b) Buyer shall pay the following costs in connection with Closing: premium for any title policy endorsements requested by Buyer, one-half of any Escrow fee, Buyer's attorney's fees, and any other expenses customarily charged to the Buyer.

11. Title. Within thirty (30) days after the Effective Date, Buyer shall deliver to Seller a commitment for an owner's title insurance policy issued by the Title Company (to be selected by the Seller) in the amount of the Purchase Price, showing title in the Seller subject only to such standard and special exceptions stated in the typical commitment for title insurance. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed or in the alternative, to obtain the commitment for title insurance

specified above as to such exceptions within the specified time, Buyer may terminate the sale or may elect, upon notice to Seller no later than the day of the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, the Agreement shall become null and void without further action of the parties or remedy to Buyer except for the return to Buyer of the Earnest Money and any interest earned thereon. Seller also shall furnish Buyer an ALTA statement in customary form for title insurance purposes covering the dates of Closing and showing title in Seller subject only to the conditions and exceptions stated in the title commitment.

12. Real Estate Transfer Taxes. It is understood between Seller and Buyer that the transfer of the Real Estate is exempt from the payment of State of Illinois and County of Cook real estate transfer taxes pursuant to Section 31-45 of the Property Tax Code. [35 ILCS 200/31-45]. Seller shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. In the event the provisions of the Property Tax Code or any county or local ordinance are amended prior to Closing to provide that the transfer of the Real Estate is subject to a State, county, or local transfer tax, Buyer shall pay such transfer tax amounts, including any municipal transfer taxes applicable.

13. Time of Essence. Time shall be of the essence as to all matters provided for in these terms and conditions.

14. Notices. All notices or documents required to be provided pursuant to these terms and conditions shall be given or made by personal service upon the Buyer or Seller's

Superintendent of Schools, or upon sending the same by registered or certified mail, postage prepaid, return receipt requested, to Buyer at the address to be provided at the time that the Earnest Money is paid to Seller, and to Seller addressed to the Superintendent of Schools, Lyons Township High School District No. 204, 100 S. Brainard Ave., LaGrange, Illinois 60525, or to such other address of which the Buyer and Seller shall give notice in the manner provided herein. A copy of any notice provided to Seller shall also be provided to Seller's counsel – Ares G. Dalianis, Franczek P.C., 300 S. Wacker Dr., #3400, Chicago, IL 60606. Notice mailed in conformance with this paragraph shall be deemed given upon deposit in the mail.

15. Real Estate Commission. Seller has not engaged the services of any broker in connection with the sale of the Real Estate. No real estate commissions, or similar fees, will be paid by Seller in connection with the sale.

16. Seller's Representations. As of the Effective Date, Seller hereby represents and warrants to Buyer as follows:

a. That Seller possesses fee simple title to the Real Estate and has the authority to convey the Real Estate to Buyer and, as of the Closing, will have taken all requisite actions to convey the Real Estate to Buyer.

b. That at the Closing, title to the Real Estate shall be transferred to Buyer free and clear of all existing liens, claims, encumbrances, leases and tenancies except as permitted in the title commitment.

c. That to the best of Seller's knowledge, the Real Estate and the operation thereof is not in violation of any applicable law, ordinance, order, regulation or code of any governmental or quasi-governmental body or agency having jurisdiction over the Real Estate.

d. Seller shall exercise due diligence and good faith in the performance of its duties and obligations under these terms and conditions.

e. That all bills and invoices for labor and material of any kind contracted for or incurred by Seller relating to the Real Estate have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Real Estate, as a result of any act of Seller.

17. Buyer's Representations. Buyer hereby represents and warrants to Seller as follows:

a. That as of the Effective Date the execution, delivery of, and performance under this Agreement is pursuant to authority validly and duly conferred upon Buyer and the signatories hereto, and Buyer has the power and authority to execute and deliver Buyer's bid and be subject to the terms of the Agreement.

b. The execution of this Agreement by Buyer is the duly authorized and legally binding action of Buyer, and upon execution, Buyer shall be bound by and subject to these terms and conditions.

c. Buyer shall exercise due diligence and good faith in the performance of its duties and obligations under the terms and provisions of this Agreement.

d. Buyer has no knowledge of any facts that would render the performance of its duties and obligations under the terms and provisions of this Agreement an impossibility.

18. Environmental Assessments. As used in this Paragraph:

a. the term "Seller" includes Lyons Township High School District No. 204, Cook County, Illinois, and its board members, officers, employees and agents in their official and individual capacities;

b. the term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, the United States Government, or which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, (vii) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.*, (viii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, (ix) defined as a "hazardous substance" under Illinois' Environmental Protection Act (IEPA), 415 ILCS 5/1, *et seq.*, (x) any matter giving rise to liability under any common law theory based on nuisance or strict liability, and (xi) 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 ordinance may be amended from time to time through the Closing;

- c. 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, and for purposes of these Terms and Conditions of Sale, shall additionally mean and include 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; and
- d. the term "Environmental Laws" shall mean all statutes specifically described in this Paragraph and 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 in connection with Hazardous Materials or Underground Storage Tanks.

All information about the Real Estate included in these Terms and Conditions of Sale, the Notice of Sale, or otherwise provided by Seller is believed to be reliable but is not guaranteed and no express or implied representations or warranties are made with regard to the Real Estate or matters relating thereto. The Real Estate will be sold and conveyed to the Buyer on an "AS IS-WHERE IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by Seller 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 or 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. Except as provided below regarding the scope of Buyer's indemnity commitment, 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 Buyer thereof, and disclaimed by Seller. Prospective buyers are urged to examine the Real Estate and conduct their own inspection and investigation of the Real Estate including, without limitation, environmental inspections and investigations, any survey and any title insurance documents. The Buyer shall take all necessary action and bear all expenses and liability associated with making the Real Estate suitable for the Buyer's intended use and complying with all applicable laws. Further, upon Closing, as between Buyer and Seller, Buyer shall bear all responsibility, liability and obligation for the physical, environmental and structural condition of the Real Estate and the development, business or operations to be located on the Real Estate, including, but not limited to, liability arising under any Environmental Law or resulting from the existence or condition of any Underground Storage Tank on the Real Estate, and the cost or expense of any investigation or remediation action under any Environmental Law or in connection with the existence of any Underground Storage Tank on the Real Estate. As of the Closing, Buyer shall, at its sole cost and expense, unconditionally indemnify, defend and hold Seller harmless, from and against any loss, liability, damage, claims (whether or not ultimately successful), penalties, fines, injunctions, suits, proceedings, disbursements or expenses (including without limitation, attorneys' and experts' fees and disbursements and court costs) which may be incurred by or against Seller with respect to the Real Estate directly or indirectly resulting from the condition of the Real Estate that relate to or arise out of events occurring after the Closing. The disclaimer of warranties by the Seller, the assumption of risk by the Buyer with respect to the condition of the



Real Estate, and all other waivers, releases, covenants and other obligations of the Buyer provided under this paragraph shall survive the Closing of the sale of the Real Estate.

19. Property Information. Within fifteen (15) days of the Effective Date, Seller will provide Buyer with all information in Seller's possession relating to its ownership of the Real Estate, such as flood zone information, utility commitments, engineering plans, soil reports, engineering reports, and environmental reports, to the extent such information exists.

20. Successors. These terms and conditions shall be binding upon Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

21. Seller's Reservation of Rights. Seller reserves the right to waive irregularities, to continue the sale from time to time, to reject any or all bids for any reason whatsoever within its sole discretion, and to adjourn the sale.

22. Default. If Seller defaults under the Agreement and such default continues for more than ten (10) days following written notice of the default, Buyer may either (a) enforce specific performance of the Agreement or (b) terminate the Agreement, by written notice to Seller and the Earnest Money (except for the Earnest Money that has become non-refundable) will be immediately returned to Buyer. If Buyer defaults under the Agreement and such default continues for ten (10) days following written notice of the default, Seller's sole and exclusive remedy shall be to terminate the Agreement and receive the Earnest Money as liquidated damages, which Seller and Buyer acknowledge to be a fair and reasonable estimate of the damages Seller may incur due to Buyer's default.

BOARD OF EDUCATION OF LYONS  
TOWNSHIP HIGH SCHOOL DISTRICT NO. 204,  
COOK COUNTY, ILLINOIS

By: Kare Wilson  
President

ATTEST: Michael Thomas  
Secretary

**EXHIBIT B**

**NOTICE OF SALE OF REAL ESTATE**

**LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

Notice is hereby given that at 1:00 p.m., January 11, 2023, the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois ("Seller") will sell by sealed bid at the Seller's Administrative Office, 100 S. Brainard Ave., Room 103, LaGrange, Illinois 60525, the real estate described as follows and hereinafter sometimes referred to as the "Real Estate."

The Real Estate consists of ±70.0 acres of unimproved land located at 7900 S. Willow Springs Road in Willow Springs, Illinois with the permanent index numbers 18-32-101-001-0000, 18-32-103-004-0000, and 18-32-103-006-0000.

At the sale, the Real Estate in its entirety will be sold by sealed bid at a minimum price of Fifty Five Million and No/100 Dollars (\$55,000,000.00).

Terms and conditions of the sale are on file with, and available at, the Business Office of the School District, during regular office hours. Arrangements to obtain the terms and conditions of the sale and to view the Real Estate may be made through the Seller's Business Office by contacting the Director of Business Services at (708) 579-6462.

Dated this 19th day of December, 2022.

BOARD OF EDUCATION OF  
LYONS TOWNSHIP HIGH SCHOOL DISTRICT  
NO. 204, COOK COUNTY, ILLINOIS

By: Michael Thomas  
Secretary

**EXHIBIT 1**

**MEMORANDUM OF SALE**

**LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

The undersigned Buyer has submitted the high bid in the amount of \$ \_\_\_\_\_, and deposited with Seller's Business Office a cashier's or certified check as earnest money in the amount of \$500,000.00 as Buyer of the Real Estate described on Exhibit A, attached hereto and made a part hereof, from the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois ("Seller"). A copy of the earnest money check is attached hereto as Exhibit B. Buyer has read, accepts, and commits to complete the sale of the Real Estate in accordance with the terms and conditions set forth on Exhibit A.

\_\_\_\_\_  
**Buyer (signature)**

\_\_\_\_\_  
**Buyer (printed)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Fax/E-mail**

\_\_\_\_\_  
**Dated**

Receipt of the foregoing bid and earnest money is hereby acknowledged by Seller:

**LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204, Cook County, Illinois**

By: \_\_\_\_\_  
Title \_\_\_\_\_

Dated: \_\_\_\_\_

The foregoing bid is hereby accepted by Seller at a public meeting conducted on \_\_\_\_\_, 2022.

**BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204, Cook County, Illinois**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**22011684RM**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Handwritten signature of Michael J. Nolan in black ink.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura, Secretary

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ALTA Commitment for Title Insurance (08/01/2016)



**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1701 Golf Road, #1-101 Rolling Meadows, IL 60008 Main Phone: (847)758-4800 Email: ctrollingmeadows@ctt.com	Chicago Title and Trust Company 1701 Golf Road, Tower 1-ste-101 Rolling Meadows, IL 60008-4227 Main Phone: (847)758-4800 Main Fax: (847)758-4750

Issued By: Chicago Title Company, LLC  
 1701 Golf Road, #1-101  
 Rolling Meadows, IL 60008

**Order Number: 22011684RM**

Property Ref.: 7900 S. Willow Springs Road, Willow Springs, IL 60480

**SCHEDULE A**

1. Commitment Date: November 14, 2022
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
    - Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - Trustee of Schools of Township 38 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois, for and on behalf of High School District No. 204, Cook County, Illinois

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**SCHEDULE A**  
(continued)

5. The Land is described as follows:

PARCEL 1:

THE SOUTH EAST 1/4 (EXCEPT THE SOUTH 370.0 FEET OF THE WEST 66.0 FEET THEREOF) AND (EXCEPT THE NORTH 500.00 FEET OF THE EAST 600.00 FEET THEREOF) AND (EXCEPT THE SOUTH 450.52 FEET OF THE EAST 300.00 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR ROADWAY PURPOSES:

TRACT 1:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 34 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 40.0 FEET TO A POINT ON A LINE THAT IS 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, AN DI STANCE OF 589.79 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 36 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 590.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST, ON THE EAST LINE OF SAID NORTHWEST QUARTER, 47.76 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 33.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 33.00 FEET OF SAID NORTHWEST QUARTER THAT IS 13.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID NORTHWEST QUARTER, AS MEASURED ON SAID WEST LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 52 DEGREES 52 MINUTES 02 SECONDS WEST, 25.09 FEET TO A POINT ON SAID SOUTH LINE THAT IS 20.00 FEET WEST OF SAID WEST LINE, AS MEASURED ON SAID SOUTH LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS

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**SCHEDULE A**  
(continued)

DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 24 MINUTES 54 SECONDS EAST, PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, 33.06 FEET TO SAID NORTH LINE; THENCE SOUTH 89 DEGREES 35 MINUTES 06 SECONDS EAST ON SAID NORTH LINE, 52.76 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

THE SOUTH 450.42 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 34 MINUTES, 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 150.25 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 45 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE THAT IS 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 34 MINUTES, 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 99.87 FEET TO A POINT ON A LINE THAT IS 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 00 MINUTES, 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 36 SECONDS EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE THAT IS 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 00 MINUTES, 24 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 150.34 TO A POINT ON A LINE THAT IS 450.42 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 34 MINUTES, 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 24 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 450.42 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST, ON THE EAST LINE OF SAID NORTHWEST 1/4, 47.76 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 33.00 FEET TO A POINT ON THE LINE OF THE EAST 33.00 FEET OF SAID NORTHWEST 1/4 THAT IS 13.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID NORTHWEST 1/4, AS MEASURED ON SAID WEST LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 52 DEGREES 52 MINUTES 02 SECONDS WEST, 25.09 FEET TO A POINT ON SAID SOUTH LINE THAT IS 20.00 FEET WEST OF SAID WEST LINE, AS MEASURED ON SAID SOUTH LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 24 MINUTES 54 SECONDS EAST, PERPENDICULAR TO THE

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**SCHEDULE A**  
(continued)

NORTH LINE OF SAID NORTHWEST 1/4, 33.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89 DEGREES 35 MINUTES 06 SECONDS EAST ON SAID NORTH LINE, 52.76 FEET TO THE POINT OF BEGINNING.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company may pay current year Cook County taxes when furnished an original tax bill at or before the time the Company is requested to make payments. If an original tax bill is not furnished, the Company will pay current taxes via ACH payment, which results in an additional \$8.00 duplicate tax bill fee payable to Cook County and collected from the taxpayer at closing.
10. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

A 8.

1. Taxes for the year(s) 2010, 2011, 2021 and 2022  
2022 taxes are not yet due or payable.
  - 1A. Note: 2021 first installment was due March 1, 2022  
Note: 2021 final installment is due December 30, 2022

Perm tax#	Pcl	Year	1st Inst	Stat	2nd Inst	Stat
<u>18-32-101-001-0000</u>	1 of 3	2021	Not Billed		Not Available	
<u>18-32-103-004-0000</u>	2 of 3	2021	Not Billed		Not Available	
<u>18-32-103-006-0000</u>	3 of 3	2021	Not Billed		Not Available	

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

Perm tax# 18-32-101-001-0000 Pcl 1 of 3 Volume 84

3A The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2020 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

Perm tax# 18-32-103-004-0000 Pcl 2 of 3 Years 2010 and 2011 Volume 84

2A The general taxes as shown below

Year	Amount
2010	\$ 9,124.87

The first estimated installment amounting to \$4,986.28 is unpaid

The final installment amounting to \$4,138.59 is unpaid

3B Forfeiture of general taxes to the state of Illinois as shown  
Below and interest, penalties and costs:

Year	Date Of Forfeiture	Amount
2011	8/5/2013	\$ 16,042.98

Note: An estimate of redemption can be obtained from the county Clerk in room 434 of the county building.

3C The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2015 to 2020

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

Perm tax# 18-32-103-006-0000 Pcl 3 of 3 Volume 84

3D The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2020 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

- E 9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- B 10. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F 11. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Illinois registered land surveyor.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- I 12. Rights of the United States of America to recover any public funds advanced under the provisions of the Higher Education Facilities Act of 1963 (20 U.S.C. 701 et seq.).
- C 13. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- D 14. In order for the Company to insure title coming through the sale or transfer of land from the municipality in title, we should be furnished a certified copy of the ordinance or resolution authorizing the conveyance, together with the number of ayes and nays for its passage, and evidence of any required publication.
- If said municipality is a "home rule unit" pursuant to Article 7, Section 6 of the Illinois constitution, we should be furnished evidence of compliance with the municipality's ordinance(s) which relate to the sale or transfer of municipal property.
- This commitment is subject to such additional exceptions, if any, as may be deemed necessary after our review of these materials.
- G 15. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.
- H 16. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- J 17. Grant of easement recorded July 3, 1961 as document 18205024 made by William Hess to the Northern Illinois Gas Company, an Illinois Corporation, its successors and assigns, granting the right to lay, maintain, operate, renew and remove a gas main and other necessary gas facilities together with the right of access thereto for said purposes, in, upon, under along and across the South 40 feet of the South East 1/4 of the Northwest 1/4 of Section 32, Township 38 North, Range 12 East of the Third Principal Meridian.

The location of said main is as follows:

Lying 35 feet North of the center line (Section Line) of German Church Road.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

(affects the Southeast 1/4 of the Northwest 1/4 of Section 32 aforesaid)

- K 18. Rights of the public, the State of Illinois and the municipality in and to that part of the land taken and used for German Church Road.

(affects the South line of the Southeast 1/4 of the Northwest 1/4 of Section 32 aforesaid).

- L 19. Rights of the public, the State of Illinois and the municipality in and to that part of the Land taken and used for Willow Springs Road.

(affects the East Line of the Land).

- M 20. Terms and conditions of Ordinance by the Village of Willow Springs recorded October 10, 1958 as Document No. 173443370, relating to sewerage rates, etc.

- N 21. Easement in favor of Illinois Bell Telephone Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded September 29, 1960 as Document No. 17977067. See document for exact location.

- O 22. Easement in favor of Northern Illinois Gas Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded December 21, 1964 as Document No. 19338341. See document for exact location.

- P 23. Easement in favor of Shell Oil Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded October 27, 1970 as Document No. 21249393. See document for exact location.

Assignment of Rights in favor of Justice-Willow Springs Water Commission recorded April 18, 1996 as Document No. 96294091.

- Q 24. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**END OF SCHEDULE B, PART II**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I-Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

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## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice: Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information: Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer