

**AGENDA ITEM #VII-A-1
NOVEMBER 12, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF PURCHASE OF REAL PROPERTY LOCATED AT
3156 WEST PEARL CITY ROAD, FREEPORT, ILLINOIS AT A PURCHASE PRICE
OF \$200,000, PLUS RELATED COSTS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the purchase and acquisition of real property located at 3156 West Pearl City Road, Freeport, Illinois, which is adjacent and contiguous to the current campus, at a mutually agreed-upon price of \$200,000, plus related costs, and to authorize Jill Janssen, Vice President of Administrative Services/CFO and Board Treasurer, to sign all closing documents.

BACKGROUND: The Board of Trustees is authorized under the Community College Act (110 ILCS 805/3-36) to purchase real property for college purposes. An opportunity has been presented to the College to acquire property that is adjacent and contiguous to the current campus. This purchase was first discussed in Closed Session on October 15, 2024. The College President and the Vice President of Administrative Services/CFO have met with the property owner and agreed upon the terms included in the attached Agreement for Sale and Purchase of Real Estate and Post Closing Possession Agreement.

Plans for the property have not been finalized; however, past discussions regarding the Maintenance entrance, where the property is located, have included the need to expand the width of the road to better accommodate current traffic. This property would provide more flexibility and oversight of that entrance to the College, and would also address a potential increase in traffic if/when the Athletic, Learning, and Event Center is constructed. The fund balance in the Operations and Maintenance, Restricted fund will be utilized for this purchase.

BOARD ACTION: _____

Approved 11/12/24

**AGREEMENT FOR SALE AND PURCHASE
OF REAL ESTATE**

SELLER: Derek and Claudia Hardesty

BUYER: Highland Community College
District 519, an Illinois
Community College District

ADDRESS: 3156 W. Pearl City Road
Freeport, IL 61032

ADDRESS: Attn: President
2998 W Pearl City Rd
Freeport, IL 61032

1. DESCRIPTION & PRICE.

a. Agreement for Purchase & Sale of Real Estate. *November 4, 2024* This Agreement is made and entered into on ~~October 24, 2024~~ (the "Effective Date") by and between the aforementioned Seller (*Derek & Claudia Hardesty*) and Buyer. Seller agrees to sell and Buyer agrees to purchase upon the terms and conditions set forth in this Agreement, the real estate located in Stephenson County, Illinois, together with any improvements and appurtenances (collectively the "Premises"), commonly described as follows: 3156 W. Pearl City Road, Buyer may, at its sole cost and expense, cause a survey of the same to be prepared.

b. Price, Earnest Money, & Method of Payment.

Purchase Price (cumulative all parcels): \$ 200,000

Initial Earnest Money Deposit due upon Buyer's Execution of this Agreement: \$ 1,000

Balance Due at Closing: \$ 199,000

c. Earnest Money Deposit. The earnest money shall be deposited with the Title Company (as hereafter defined) for the mutual benefit of Seller and Buyer.

d. Method of Payment. The balance due at Closing shall be paid in cash, or by certified cashiers, title companies, or financial institution's check or money order.

2. CLOSING.

a. Time. Closing shall be on or before the thirtieth (30th) day following the end of the Inspection Period, or such other date as may be mutually agreed upon in writing.

- b. **Place.** This sale shall be closed at the office of Security First Title Company (the "Title Company).
 - c. **Title Company's Closing Fees.** The Title Company's closing fee shall be shared evenly by Buyer and Seller.
 - d. **Conveyances.** Conveyance shall be by recordable, stamped Warranty Deed, reflecting transfer of all parcels, and shall be subject only to those exceptions specified in paragraph 10. Seller shall pay for the cost of recording said Warranty Deed.
 - e. **Possession.** At Closing, Seller shall deliver to Buyer possession of the Premises or enter into a Post-Possession Agreement, as contemplated by Section 22. ~~On or before Closing, Seller shall remove all personal property of the Seller from the Premises.~~ Any personal property remaining on the Premises after Closing, or expiration of any term of Post-Possession Agreement entered into between the Parties, shall be considered abandoned to Buyer.
 - f. **Pre-closing Reviewing & Condition.** At a prearranged, reasonable time, within 3 days before Closing, Buyer shall have the right to view the Premises to determine that there has been no change in the condition of the Premises, since the time Buyer executed this Agreement.
 - g. **Compliance.** Seller and Buyer agree to provide all information necessary to complete and execute all documents, and to perform all actions necessary, to comply with the following: (i) Real Estate Settlement Procedures Act of 1974; (ii) Internal Revenue Service Form 1099S; (iii) Section 1445 of the Internal Revenue Code (which relates to tax reporting based upon citizenship status of Seller); (iv) a mutually agreeable summary or closing statement; and (v) all laws, statutes, ordinances, rules & regulations applicable to the transaction.
 - h. **Transfer Taxes.** Buyer shall pay all transfer taxes, if any, imposed by state or county law.
3. **INSPECTION PERIOD.** Buyer shall have the right for the time period beginning on the Effective Date and ending on 11:50 PM on the thirtieth (30th) day thereafter (the "Inspection Period"), to obtain and review information concerning the Premises, to make such physical, zoning, land use, survey, environmental (including without limitation a Phase I Environmental Site Audit and, if warranted, in Buyer's sole discretion, a Phase II Environmental Site Audit) and other examinations, inspections and investigations of the Premises or the use and operation thereof which Buyer, in Buyer's sole discretion, may determine to make, and to decide whether the same are satisfactory to Buyer. All costs, fees and expenses of the inspection shall be paid by Buyer. Buyer shall have the right, in its sole discretion, to terminate this Agreement prior to the expiration of the Inspection Period by providing written notice to Seller of its election to terminate. If Buyer has not given written notice to Seller terminating this Agreement prior to 5:00 P.M. CST on the expiration date of the Inspection Period, Buyer shall be deemed to have approved the inspection and to have waived this contingency. If Buyer does terminate this Agreement, in its sole discretion, prior to the expiration of the Inspection Period, the earnest money deposit shall be returned to Buyer and this Agreement shall terminate and be deemed null and void, and the parties to this Agreement shall have no further obligation to each other.

During the Inspection Period, Buyer shall have the option to request any specific items or documentation which may be reasonably required by Buyer to perform its due diligence, or to which Seller has reasonable access, by giving Seller written notice of such request. Seller shall provide Buyer with those specific items requested, provided that they exist, within five (5) days from the date of Seller's receipt of said written notice; failure to provide such materials by such date shall automatically extend the Inspection Period on a day-to-day basis for each day beyond the five (5) day period which Seller fails to deliver to Buyer any of the items or documentation requested by Buyer as set forth above.

4. **Real Estate Taxes.** All non-delinquent general real estate taxes for the Premises shall be prorated at the time of closing based on 105% of the most recently ascertainable tax bill. For purposes of calculating the proration, Seller shall be deemed to be in title to the Premises for the date of Closing. All such prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the date of Closing. All unpaid or delinquent taxes shall be paid by Seller or if necessary at closing reduced from the purchase price and paid by the Title Company.
5. **REPRESENTATIONS AND WARRANTIES.** Seller makes the following representations and warranties, all of which shall be true and correct as of the Effective Date of this Agreement and as of the Closing Date:
 - a. This Agreement is the legally binding obligation of the Seller, enforceable according to its terms.
 - b. Seller have the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - c. Seller has good, marketable and insurable title to the Premises being sold hereunder, which is free and clear of all mortgages, liens, security interests, charges, claims, restrictions and other encumbrances of every kind except as otherwise specifically provided for in this Agreement or as will be discharged at or before Closing, and there will be no restrictions on the transfer of the Premises at the time of Closing.
 - d. There are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or threatened, against or involving Seller or the Premises which could affect the consummation of the transaction contemplated hereby, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
 - e. There are no leases or other contracts which affect the Premises.
 - f. Seller has complied with all applicable laws, ordinances, regulations, orders, rules and restrictions pertaining to or affecting the ownership and operation of the Premises and the sale thereof contemplated by this Agreement.
 - g. All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Premises will have been paid in full, or provision made for payment,

such that no lien therefore, whether statutory or common law, may properly be filed or enforced against the Premises.

- h.** There are no latent defects or adverse facts that exist with respect to the physical condition of the Premises which have not been specifically disclosed in writing to Buyer.
- i.** For purposes of this Agreement, each of the following terms shall have the following meaning:

 - (i)** "Environmental Laws" shall mean all laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directions or the equivalent, of or by any federal, state or local governmental authority, and relating to or addressing the protection of the environment or human health, now or hereafter in effect.
 - (ii)** "Hazardous Substances" shall mean and include any substances, materials, waste or particular matter defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws or any other federal, state or local laws, ordinances, rules or regulations now or hereafter in effect, including, without limitation, substances which are or contain petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.
- j.** To the best of Seller's knowledge, Seller has not caused or permitted Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the Premises in a manner which violates any Environmental Laws. Seller has not received any notice of any violation of any Environmental Laws pertaining to the Premises. No investigation, administrative order, consent order or agreement, litigation or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Premises except as previously disclosed in writing by Seller to Buyer.
- k.** Neither this Agreement nor any written statement or document furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- l.** Any and all leases pertaining to the Premises, if any, shall be terminated prior to Closing, and at the time of Closing no party will have any right of possession of any portion of the Premises.

The foregoing representations and warranties shall not be merged in the deed of conveyance to Buyer but shall survive the Closing for a period of twelve (12) months. Except as specifically set forth in this paragraph 5, the Premises is being sold "AS-IS."

6. **SELLER COVENANTS.**

- a. From the Effective Date of this Agreement to the Closing, Seller may conduct activity involving the Premises in the ordinary course, and during said period will:
- (i) refrain from transferring any of the Premises or creating on the Premises any easements, liens, mortgages, encumbrances or other interests that would affect the Premises or Seller's ability to comply with the terms of this Agreement;
 - (ii) refrain from entering into any contracts or other commitments with respect to the operation of the Premises that extend beyond the Closing, without the prior written consent of Buyer; and
 - (iii) promptly comply with all notices of violation of laws or ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health or other state, county, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Premises or the use or operation thereof.
- b. Commencing as of the Effective Date of this Agreement and continuing until the Closing, Seller shall (i) not take any action or fail to take any action which would cause any of the representations or warranties made by Seller under this Agreement to be in any way not substantially true, complete and accurate, and (ii) not perform any act or permit any act to be performed that may cause material damage, waste or destruction to the Premises.

7. **DEFAULT.** If this Agreement is breached or unable to be performed (a "default") by Seller, then at Buyer's option, after giving notice of such default to Seller, Buyer may (i) proceed to Closing, without waiving any other remedies for Seller's nonperformance, or (ii) choose to have all earnest money returned immediately to Buyer. If this Agreement is breached, or unable to be performed by Buyer, then all earnest money shall be forfeited to Seller as liquidated damages. In the event of any default under this Agreement, the defaulting party shall pay on demand the reasonable attorneys' fees incurred by the other party as a result of such default. In the event of any default under this Agreement, the earnest money escrowee shall give notice to Seller and Buyer indicating the escrowee's intended disposition of the earnest money. If neither party objects in writing to the proposed disposition of the earnest money within 30 days after such notice is given, the escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Buyer objects to the intended disposition within such 30-day period, then the escrowee may deposit the earnest money with the Clerk of the Circuit Court of Stephenson County, Illinois by filing an interpleader. The escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorneys' fees related to the filing of the interpleader, and the parties do hereby agree to indemnify and hold the escrowee harmless from any and all claims, demands, damages and liabilities (unless arising from the negligence or intentional act of the escrowee), including the payment of reasonable attorneys' fees, costs, and expenses arising out of such default.

8. **NOTICE.** All notices under this Agreement shall be in writing and may be made by: (i) mailing to a party at the address set forth on page 1, by registered or certified mail, return receipt requested, postage prepaid; or (ii) personal delivery to a party at the address set forth on page 1. Any notice shall be deemed to have been given, delivered or served (i) immediately upon personal delivery; or

(ii) if mailed, at 6:00 p.m. on the next business day, after the date of mailing. A business day shall be any day on which first class mail is delivered by the U.S. Postal Service, excluding all Saturdays. Any notice eliciting a response, within a designated number of days, or providing a consequence for failure to respond, shall be deemed to require the response at any time before 6:00 p.m., on the last day for such response or consequence, unless such day is not a business day, in which case, the response will be deemed to be required at any time before 6:00 p.m. on the next business day. Notice to anyone of a multi-person party shall be sufficient service to all.

9. **FIRPTA STATEMENT.** Seller is not a “foreign person” as that term is defined in the Internal Revenue Code 1445(f).
10. **EVIDENCE OF TITLE.** At least 14 days before Closing, Buyer shall, secure Commitment for Title Insurance, issued by the Title Company. Such commitment shall show merchantable title to the Premises in Buyer and commit the company to issue an ALTA Owner’s Policy insuring title to the Premises in Buyer for the amount of the purchase price. Buyer shall provide Seller with a copy of such commitment. The cost of title insurance and the initial title search shall be paid by Seller, and Seller shall also be responsible for the cost of any title search from and after the time of Closing and the issuance of any and all title policies. Permissible exceptions to title shall include only:
- a. the lien of general taxes not yet payable;
 - b. items assumed by Buyer under this Agreement;
 - c. zoning & building laws and ordinances; and
 - d. easements of record for utilities, drainage & public road, highways and improvements.

If title evidence specifically discloses (beyond the mere listing as a standard exception in the commonly accepted ALTA title insurance policy) exceptions other than those permitted in this paragraph, Buyer shall give notice of such exceptions to Seller within reasonable time before Closing. Seller shall have a reasonable time to have such title exceptions removed, except that (i) Seller must pay off or obtain releases on all existing mortgage and other lien indebtedness out of the sale proceeds at Closing; and (ii) if Seller are unable to cure all such unpermitted exceptions by Closing, Buyer shall have the options and remedies provided under paragraph 7 of this Agreement.

12. **SUCCESSORS TO THE PARTIES.** The covenants and agreements contained in this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
13. **MODIFICATIONS.** Any modification of this Agreement must be in writing and signed by the parties.
14. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.
15. **LEGALLY BINDING.** THE PARTIES INTEND THIS TO BE A LEGALLY BINDING CONTRACT WITH SUBSTANTIAL LEGAL IMPLICATIONS WHEN FULLY SIGNED. EITHER PARTY MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.

16. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement between the parties and NO ORAL REPRESENTATION, WARRANTY OR COVENANT EXISTS. This Agreement supersedes and nullifies any agreement (or offer or counteroffer) that may have been given or entered into by the parties before the date of the acceptance.
17. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.
18. **CAPTIONS AND HEADINGS.** The captions appearing in this Agreement are inserted as a matter of convenience and for reference, and in no way affect this Agreement, or define, limit or describe its scope, intent or any of its provisions.
19. **BROKERS.** Seller warrants and represents to Buyer that Seller is not currently employing any broker, agent or sales consultant with respect to the purchase and sale of the Premises as contemplated by this Agreement. Seller covenant and agrees to indemnify and hold harmless Buyer from and against any and all liability, costs, claims, demands, damages, actions, causes of action, suits and expense (including, but not limited to, attorneys' fees and costs and disbursements of litigation) Buyer shall ever suffer or incur, arising out of or in any way related to any claim or action by any broker, agent or sales consultant, including, without limitation, the broker, claiming to have dealt with Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Premises in accordance with this Agreement. The provisions of this paragraph shall survive the Closing.
20. **INVALID PROVISIONS.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
21. **BOARD APPROVAL.** This Contract shall be expressly contingent upon the consent and approval of the purchase of the Subject Parcels by the Board of Trustees of the College ("Board of Trustees"). Buyer shall have no obligation to pay the complete Purchase Price, purchase the Subject Premises, or otherwise perform any obligation of Buyer under this Contract until this Contract has been approved by formal Board action.
22. **POST-CLOSING POSSESSION AGREEMENT.** The parties hereby agree that the Post-Closing Possession Agreement, a copy of which is attached hereto as Exhibit "B", shall be incorporated in this Contract.

(Signatures appear on the following page.)

SIGNATURES:

Seller:

By 
Claudia Harbeck

Buyer:

Highland Community College District 519
an Illinois Community College District

By 
President

Attest:


Board Secretary

Prepared by: Timothy B. Zollinger
Ward, Murray, Pace & Johnson, P.C.
202 E. 5th St.
P.O. Box 400
Sterling, IL 61081

EXHIBIT "A"

Legal Description

Said legal descriptions shall be confirmed in the title commitment prepared by the Title Company.

EXHIBIT "B"

POST-CLOSING POSSESSION AGREEMENT

POST CLOSING POSSESSION AGREEMENT

SELLER: Derek and Claudia Hardesty ("Seller")

PURCHASER: HIGHLAND COMMUNITY COLLEGE DISTRICT 519, an Illinois Community College District ("Purchaser")

PROPERTY: 3156 W. Pearl City Rd., Freeport, Illinois 61032 (the "Real Estate")

DATE: November 4, 2024

WHEREAS, the above captioned Purchaser and Seller are parties to a Real Estate Sales Contract (the "Contract") for the above-captioned property dated November 4, 2024; and,

WHEREAS, Seller desires to retain exclusive possession of the Real Estate and personal property conveyed under the Contract (collectively, the "Property") until thirty (30) days after closing; and,

WHEREAS, Purchaser is willing to permit such possession by Seller in return for the consideration set forth below:

NOW, THEREFORE, the parties agree as follows:

1. Seller shall deliver the Property to Purchaser no later than 5:00 p.m. on the thirtieth day after closing (the "Possession Date"), or such earlier date as the parties may mutually agree in writing. Except as otherwise provided herein, there shall be no additional fee payable to Purchaser in consideration for this Agreement. Seller agrees to pay to the Purchaser the sum of \$100.00 per day for each and every day or portion he shall remain in possession thereafter, not as rent but as and for liquidated damages.

2. Seller shall be responsible for payment of all utilities serving the Real Estate during Seller's possession.

3. During the period of post closing possession, Seller shall and does hereby release Purchaser from any and all claims for damage to his property or injury to his person arising out of any condition of the Property. Seller shall defend and indemnify Purchaser forever from and against all claims, damages, causes of action, expenses (including, without limitation, reasonable attorney's fees) fines, penalties, losses, property damage, and liability arising from Seller's use and occupancy of the Property, any conditions of the same (whether or not existing at the date of this Agreement), or any activity, act or omission by Seller (or anyone claiming by, through or under Seller) in connection with Seller's continued occupancy or use of said Property. The provisions of this Section 3 shall survive termination of this Agreement.

4. Seller shall deliver the Real Estate and all fixtures and personal property conveyed under

the Contract in substantially the same condition as existed as of the date of Contract, normal wear and tear excepted.

5. Seller shall not conduct himself or permit his contractors, agents, employees or invitees to conduct themselves in the Real Estate in a manner inconsistent with the character in which the Real Estate is located. Seller shall not make or permit to be made any use of the Property which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Property or covering its operation.

6. The parties agree that nothing herein contained is intended to create a relationship of landlord and tenant between them.

7. If Seller shall fail, for any reason whatsoever, to vacate the Real Estate on or before the Possession Date, or shall fail to comply with the terms of this Agreement, Purchaser shall, in addition to all other remedies, have the right to commence any legal action or proceeding calculated to oust, evict and remove Seller from the Real Estate. Seller agrees to the extent permitted by Illinois law, to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and waives any defense and consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorney's fees and expenses he may incur in this enforcement of his right under this Agreement.

8. During the period of occupancy, Seller shall carry and pay for public liability insurance in an amount not less than \$1,000,000.00 for any one accident or occurrence and property damage insurance for the Real Estate. The original policy or policies or certificates therefor issued by the insured shall be furnished by Seller to Purchaser bearing the notation evidencing the payment of premiums or accompanied by other evidences of payment of the premiums satisfactory to Purchaser. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or the coverage changed, without ten (10) days' prior written notice to Purchaser.

The policies and certificates of insurance shall also designate as additional insureds, Purchaser, Purchaser's mortgagee or mortgagees, Purchaser's beneficiaries, and Seller, as their interest may appear. The original policy or policies or certificates therefor issued by the insured shall be furnished by Seller to Purchaser bearing the notation evidencing the payment of premiums or accompanied by other evidences of payment of the premiums satisfactory to Purchaser.

9. Seller agrees to extend representations and warranties made in Section 7 of the Contract up to and including the day of possession.

10. Time is of the essence of this Agreement.

11. This Agreement shall not be assigned by Seller without the prior written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion.

12. This Agreement becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the sale of the Property, if any, are hereby cancelled. For purposes of executing this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, PDF or other electronic means is to be treated as an original document.

13. Each of Seller and Purchaser represent to the other that (i) said party has full power and authority to execute this Agreement and to consummate the transactions contemplated hereby without the consent or joinder of any other party; and (ii) the individual executing this Agreement on behalf of said party is duly authorized to do so.

14. This Agreement may only be amended by the unanimous written consent of Seller and Purchaser.

15. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

16. The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of parties hereto and shall run with the land.

17. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the state courts of the State of Illinois sitting in Stephenson County, Illinois (b) submit to the exclusive jurisdiction of the state courts of Stephenson County, Illinois and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party

(the signature of the parties appears on the following page)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be properly executed on the dates set forth below.

Seller:

By Derek Hardisty
Claudia Hardisty

Purchaser:

Highland Community College District 519
an Illinois Community College District

By Christina Kuleski
President

Attest:

Jenni A. Murray
Board Secretary

Prepared by: Timothy B. Zollinger
Ward, Murray, Pace & Johnson, P.C.
202 E. 5th St.
P.O. Box 400
Sterling, IL 61081