

ORDINANCE NO. _____

Synopsis: Adoption of this ordinance will approve the purchase of the real estate commonly known as 305 Walnut Street, Washington, Illinois for a purchase price of \$89,500.00

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF
305 WALNUT STREET, WASHINGTON, ILLINOIS**

WHEREAS, the City of Washington (the “City”) is a home rule municipality pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, pursuant to its home rule power, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the City Council of the City hereby determines that it is advisable, necessary, and in the best interests of the public health, safety, and welfare of the City and its citizens that the City purchase certain property located in the City that is legally described in Exhibit 1 attached hereto (the “Property”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council.

Section 2. The Agreement for Purchase and Sale of Real Property attached hereto as Exhibit 2 is by reference expressly made a part hereof (the “Agreement”), and the City Council hereby approves the purchase of the Property as set forth in the Agreement. The Mayor, City Clerk and the City Administrator of the City of Washington are hereby authorized and empowered to make, execute and deliver any and all documents necessary to effectuate the purchase of the Property pursuant to the Agreement and to consummate all other transactions contemplated by the Agreement.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED THIS ____ day of _____, 2022.

AYES: _____

NAYS: _____

MAYOR

ATTEST:

CITY CLERK

Exhibit 1 – Legal Description

Lot 8 in Block 1 in HOLLAND, DORSEY, WATHEN & ROBINSON'S ADDITION to the Original Town, now City of Washington; **ALSO** the South Half of the vacated alley adjacent to the North side of said Lot 8, situated in TAZEWEEL COUNTY, ILLINOIS.

Parcel Identification Number: 02-02-24-103-009

Common Address: 305 Walnut Street, Washington, IL 61571

Exhibit 2 – Agreement for Purchase and Sale of Real Property

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between the Esther Sue Barnes-Hall Trust under Trust Agreement dated November 19, 2020 (“**Seller**”), and the City of Washington, an Illinois home-rule municipal corporation (“**Purchaser**”).

WHEREAS, Purchaser desires to purchase and Seller desires to sell real property, improvements, fixtures and appurtenances thereto described in Section 1 below, and in connection therewith, Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to all the terms and conditions of this Agreement, that certain real property legally described on Exhibit A attached hereto this Agreement, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto (the “**Real Property**”). Seller shall convey merchantable title to the Real Property to Purchaser by general warranty deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Real Property or use of the Real Property, except for those title exceptions accepted by Purchaser pursuant to Sections 3.1 and 3.2 herein (the “**Permitted Objections**”).

2. Purchase Price. The agreed purchase price of the Real Property (“**Purchase Price**”) shall be Eighty-Nine Thousand Five Hundred Dollars (\$89,500.00) to be paid by Purchaser at Closing (which is defined herein), plus or minus credits and prorations provided for herein, in cash or by cashier's check or bank wire transfer of collected federal funds. Any funds tendered at closing (as defined in Section 5.1 herein) in the amount of \$50,000 or greater shall be in the form of “good funds” defined to be either wired funds, government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the closing agent in advance of the closing (as defined in Section 5.1 herein) in accordance with the closing agent’s “good funds” policy, if any.

3. Conditions Precedent. Purchaser’s obligations under this Agreement shall be subject to the conditions precedent identified in this Section being fulfilled to the complete satisfaction of Purchaser, in Purchaser’s sole discretion (unless waived by Purchaser in writing). If all of the conditions set forth in this Section are not satisfied (or waived by Purchaser in writing) on or before sixty (60) days from the Effective Date, or the earlier date identified with respect to each specific condition precedent, then Purchaser may terminate this Agreement. In the event of

such termination, the parties shall have no further rights, liability, or obligations under this Agreement.

3.1. Title Commitment and Policy. Seller, at Seller's sole cost and expense, shall have fifteen (15) days from the Effective Date to provide Purchaser with a title commitment ("**Title Commitment**") for the most current ALTA form Owner's Title Insurance Policy ("**Title Policy**"), including extended coverage, issued by Attorneys' Title Guaranty Fund, Inc. or such other reputable title insurance company as the parties agree ("**Title Insurer**"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller. At Closing, Seller shall cause Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), with all general exceptions deleted or endorsed over (including without limitation, possession, encroachments, overlaps, boundary line disputes, matters of survey, easements, mechanic liens and taxes or special assessments not shown as existing by the public records exceptions), subject only to the Permitted Objections and other matters approved or waived in writing by Purchaser.

3.1.1. Objections to Title of Record. Within fifteen (15) days after Purchaser's receipt of the aforesaid Title Commitment, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said fifteen (15) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not delineated in the notice (provided Purchaser shall not be deemed to have waived any general exceptions). After receipt of said notice, Seller shall have the right, at Seller's election, to endeavor to cure such objections to or defects in title set forth in the notice and shall notify Purchaser of such election within ten (10) days. If Seller does elect to endeavor to cure such objections to or defects in title, Seller shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within twenty (20) days of receiving notice of such objections to or defects in title, or if Seller shall determine that Seller's efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with the purchase hereunder or (ii) terminate this Agreement as provided herein.

3.2. ALTA Survey. Intentionally Omitted.

3.3. Environmental Audit. Purchaser, at Purchaser's sole cost and expense, shall be permitted to conduct an environmental audit of the Real Property. Purchaser or its engineer or other agents shall be permitted to enter the Real Property in accordance with the provisions of Section 3.4 of this Agreement to conduct such samplings and tests of the

surface, subsurface and improvements as Purchaser, in its discretion, determines to be necessary.

3.4. Inspection. Purchaser, its employees, agents, representatives and independent contractors shall have the right to enter upon the Real Property at any reasonable time during normal business hours and make core drillings and all other tests or inspections of the Real Property (whether within or without the building or improvements) that they desire to make at Purchaser's sole cost and expense. If Purchaser determines that the Real Property is not acceptable to Purchaser in Purchaser's sole discretion, then Purchaser shall have the right to terminate this Agreement as provided below. The Purchaser's satisfaction of itself of the matters set forth in this Section 3.4 shall be done for the Purchaser's own account and not as a representative or agent of the Seller. Further, the Purchaser shall forever fully protect, defend and hold the Seller harmless from all reasonable losses, costs, damages, attorneys' fees and expenses of every kind and nature whatsoever which the Seller may suffer, expend or incur and which arise out of, relate to, or are in any way connected with the Purchaser's due diligence activities pursuant to this Section 3.4. Further, the Purchaser shall, within seven (7) days of recordation, pay and discharge of record or bond over all mechanics' and materialmen's liens which arise out of, relate to, or are in any way connected with the Purchaser's due diligence activities.

If all of the conditions set forth in Sections 3.3 through 3.4 are not satisfied (or waived by Purchaser) on or before June 30, 2022, then Purchaser may terminate this Agreement. In the event of such termination, the parties shall have no further rights, liability, or obligations under this Agreement. If Purchaser does not provide a written termination notice to Seller by June 30, 2022, then Purchaser's right to terminate identified herein shall be deemed waived.

4. Seller's Right to Remove. It is expressly understood that Seller desires to remove certain property, including but not limited to woodwork contained within the building(s) located on the Real Property. The Purchaser does not object to such request, so long as such removal is conducted within fourteen (14) days prior to the closing (as defined in Section 5.1 herein) of the Real Property. Any property, personal or otherwise, left on the Real Property upon the date of the closing (as defined in Section 5.1 herein) shall become the exclusive property of the Purchaser and the Seller shall have no right or entitlement to such property.

5. Closing. The purchase of the Real Property shall be consummated as follows:

5.1. Closing Date. The closing (the "**Closing**") shall take place at the office of Title Insurer on or before ninety (90) days after the Effective Date, or such earlier date as may be agreed upon by Purchaser and Seller in advance (the "**Closing Date**").

5.2. Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

5.2.1. Deed. An executed trustee's deed to the Real Property (in the form required by Section 1 of this Agreement) prepared by Seller and in a form reasonably acceptable to Purchaser.

5.2.2. Title Policy. The Title Policy provided for in Section 3.1 of this Agreement.

5.2.3. Affidavit of Title. An Affidavit of Title in the form attached hereto as **Exhibit B**.

5.2.4. Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser or Title Insurer to fully effect and consummate the transactions contemplated by this Agreement.

5.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

5.3.1. Purchase Price. The Purchase Price as set forth in Section 2 of this Agreement, plus or minus prorations provided for in this Agreement.

5.3.2. Evidence of Authorization. Evidence satisfactory to Seller and Title Insurer that Purchaser is authorized to execute this Agreement and proceed with the transactions provided for in this Agreement.

5.3.3. Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller or Title Insurer to fully effect and consummate the transactions contemplated by this Agreement.

5.4. Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

5.4.1. Closing Statement: An agreed-upon closing statement.

5.4.2. Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

5.4.3. ALTA Statement. If required by Title Insurer, an ALTA Statement in the form required by Title Insurer.

5.5. Possession. Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.

5.6. Property Taxes.

5.6.1. Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

5.6.2. Credits to Purchaser. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

5.7. Closing Costs. Seller shall pay the following costs: Seller's attorneys fees, if any, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3.1 of this Agreement, any county and state transfer taxes or sales taxes, and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorneys fees, fees incurred in preparation or any survey, fees incurred in performing due diligence, recording fees for recording the deed, and all costs charged by the Title Insurer for the Closing. Except as otherwise provided in this Agreement, Seller and Purchaser will share equally any other costs to settle the purchase and sale transaction contemplated herein.

5.8. Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser. Each party (the "**Indemnifying Party**") agrees to indemnify and hold the other harmless against any brokerage commissions due to any real estate broker claiming to have been engaged by the Indemnifying Party with regard to this transaction.

5.9. Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

6. Seller's Representations, Covenants, and Warranties. In addition to all other representations, covenants and warranties by Seller in this Agreement, Seller represents, covenants and warrants, as of the Effective Date and as of the Closing Date, the following:

6.1. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Real Property, free and clear of all liens, encumbrances, easements, covenants, restrictions, dedications or rights-of-way, leases, or other matters affecting title to the Real Property or use of the Real Property, and other matters approved in writing by Purchaser.

6.2. Leases and Other Rights in Real Property. As of the Closing Date, Seller will have the right to possession of all of the Real Property, and there will be no third party with the right to possession of any portion of the Real Property, whether pursuant to a written lease (including any option to extend a written lease), an oral lease, or as otherwise may be provided by law.

6.3. Liens and Liabilities.

6.3.1. Except for the Permitted Objections, the Real Property is not subject to any liens, encumbrances, security interests, liabilities, easements, covenants, restrictions, dedications, rights-of-way, or judgments of any kind whatsoever.

6.3.2. Seller shall be responsible for all debts, claims, contracts and liabilities in any way connected with the conduct of Seller's operations on the Real Property, and Purchaser shall have no liability for Seller's operations conducted on the Real Property or otherwise or for any liabilities, known, unknown, contingent or otherwise, of Seller.

6.4. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Real Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Real Property. Seller shall promptly notify Purchaser of any such notice received between the Effective Date and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Real Property, and Seller has received no notice of any such violation issued by any governmental authority.

6.5. Governmental Regulation. To the best of Seller's knowledge, the Real Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in public records, and the consummation of the transactions contemplated by this Agreement shall not violate any such statutes, ordinances, regulations and administrative or judicial orders or holdings or any other agreement or indenture by which Seller is bound.

6.6. Hazardous Substances.

6.6.1. Seller has not: (i) conducted or authorized the storage, treatment, or disposal on the Real Property of any petroleum, or petroleum products, or hazardous substances, (ii) handled, treated, stored, transported, released or disposed of any petroleum or petroleum products, hazardous or toxic materials, substances, pollutants, contaminants or wastes on the Real Property, (iii) allowed the migration of any petroleum, or petroleum products, or hazardous substance from the Real Property onto any neighboring property, (iv) become aware of any pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Real Property of any petroleum, or petroleum products, or hazardous

substance, (v) received actual or constructive knowledge that any governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or threatens to determine, that there is a release or threat of release on or in the Real Property of any petroleum, or petroleum products, or hazardous substance. There have been no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Real Property relating in any way to the release or threat of release, on or in any part of the Real Property of any petroleum, or petroleum products, or hazardous substance. For purposes of this Agreement, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability;

6.6.2. To the best of Seller's knowledge and belief there are no underground storage tanks, pipe lines, dry wells, or other underground storage structures whether active or inactive located on the Real Property; and

6.6.3. To the best of Seller's knowledge and belief no polychlorinated biphenyls, asbestos or hazardous substances were stored, treated or disposed of on the Real Property, and that there currently are no polychlorinated biphenyls, asbestos or hazardous substances located on the Real Property.

6.7. Casualty Insurance. Until Closing, Seller shall, at Seller's sole expense, keep the Real Property and the improvements on the Real Property constantly insured with an insurance company acceptable to Purchaser against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the Effective Date.

6.8. Mechanics Liens. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Real Property, and no such bills, claims or obligations are outstanding or unpaid.

6.9. Encroachments. Seller has no knowledge that any improvements upon the Real Property encroach upon adjoining real estate, nor are there any improvements upon adjoining real estate that encroach upon the Real Property, except that Seller is advised and believes that the City of Washington City Building located at 301 Walnut Street, Washington, Illinois encroaches on the Real Property.

6.10. Special Assessments. There are no special assessments against the Real Property and there are no proceedings for special assessments against the Real Property.

7. Indemnity. Seller agrees to indemnify, defend and hold harmless Purchaser and its officers, shareholders, directors, employees, agents and beneficiaries against any and all losses, liabilities, fines and penalties and damages (including, without limitation, any damages or injury to persons, property or the environment as provided under this Agreement), or actions or claims in respect thereof, except for liabilities specifically assumed by Purchaser pursuant to the terms of this Agreement (including, without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys' fees and other legal expenses) resulting from claims (whether or not ultimately successful) to which Purchaser or any of its officers, shareholders, directors, employees, beneficiaries or agents may become subject or which Purchaser or any of its officers, shareholders, directors, employees, beneficiaries or agents may suffer or incur either directly or indirectly, insofar as such losses, liabilities or damages (or actions or claims in respect thereof) arising out of, are with respect to, or are based upon: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of Seller contained in this Agreement; (ii) any obligations, liabilities or charges of Seller not expressly assumed by Purchaser except to the extent that Purchaser receives a credit therefor on the closing statement; (iii) any misrepresentation in, or omission of a material fact from, any opinion, certificate or instrument of transfer or conveyance to be furnished to Purchaser by or on behalf of Seller under this Agreement; or (iv) the ownership of the Real Property on or prior to the Closing Date.

8. Default. If either party wrongfully refuses to close the sale of the Real Property or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and the non-defaulting party shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement; specific performance, with the rights, but not the obligation, to perform the defaulting party's agreements under this Agreement and to deduct or add, as the case may be, the cost and expense of such performance to and from the Purchase Price payable under this Agreement; and the right to recover as an element of its damages, reasonable attorneys fees and court costs and all other damages that the non-defaulting party may suffer as a result of the defaulting party's breach or default under this Agreement. For purposes of this paragraph, the term "attorneys fees" shall mean and include, but not necessarily be limited to, attorney and paralegal fees whether incurred for the purpose of preparation, research, negotiation, trial, appellate, collection or otherwise.

9. Assignment. Purchaser may not assign its rights under this Agreement with the prior written consent of Seller.

10. Casualty. If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the Effective Date and such damage cannot be repaired to the reasonable satisfaction of Purchaser within twenty (20) days thereafter as determined by Purchaser after consultation with Seller, Purchaser shall have the right to either (i) accept the damaged Real Property without abatement of the Purchase Price or (ii) declare this Agreement null and void. If Purchaser accepts the Real Property, any insurance or other settlement proceeds collected by Seller (less all reasonable costs and expenses, including without limitation, attorney's fees, expenses and court costs, incurred by Seller to collect such proceeds), shall be credited to Purchaser on account of the Purchase Price. If Purchaser declares this Agreement null and void, the parties shall have no further rights, liabilities, or obligations

under this Agreement. If it is determined that the damage to the buildings and improvements forming a part of the Real Property can be repaired as aforesaid within said twenty (20) day period, Seller shall promptly commence and diligently proceed with the completion of such repairs (it being recognized that Seller shall be entitled to collect for Seller's own account and use in such work any and all insurance or other settlement proceeds). If such work cannot be completed by the Closing Date anticipated under this Agreement, then the Closing Date shall be extended by the parties to this Agreement by the number of days required for Seller to complete such work.

11. Condemnation. If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the Effective Date, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights, liabilities, or obligations under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

12. Miscellaneous. It is further understood and agreed as follows:

12.1. Discrepancy in Description. At Purchaser's request, if the description of the Real Property on Exhibit A attached to this Agreement does not correctly describe the Real Property to be purchased under this Agreement, as legally described in the Title Commitment or any survey, the description of the Real Property on Exhibit A shall be modified to correctly describe the same in accordance with the Title Commitment or the survey.

12.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

12.3. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed, without limitation.

12.4. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

12.5. Time. Time is of the essence of this Agreement.

12.6. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties to this Agreement.

12.7. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other under this Agreement, provided that said waiver shall be in writing and executed by the party waiving the requirement.

12.8. Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth in this Agreement.

12.9. Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

12.10. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Seller:

Anne F. Barnes, Successor Trustee
Esther Sue Barnes-Hall Trust
4299 Knoll Crest Drive
Grove City, Ohio 43123

With a copy to:

Black, Black & Brown
Attn: Robert W. Brown, Jr.
115 Washington Square
Washington, Illinois 61571

If to Purchaser:

City of Washington
Attn: City Administrator
301 Walnut Street
Washington, Illinois 61571

With a copy to:

Davis & Campbell L.L.C.
Attn: Derek A. Schryer
Davis & Campbell L.L.C.
401 Main Street, Suite 1600
Peoria, IL 61602

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12.11. Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

12.12. Delivery by Facsimile or PDF. This Agreement, and each other agreement or instrument entered into in connection with this Agreement, to the extent signed and delivered by means of emailed PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding, legal effect as if it were the original signed version thereof delivered in person. No party to this Agreement or to any such agreement or instrument shall raise the use of email to deliver a signature or the fact that any signature or agreement or instrument was transmitted through the use of email as a defense to the formation or enforceability of the agreement and each such party forever waives any such defense.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

The Esther Sue Barnes-Hall Trust
Under Trust Agreement dated
November 19, 2020

By: Anne F. Barnes, Successor Trustee

PURCHASER:

CITY OF WASHINGTON, an Illinois home
rule municipal corporation

Gary W. Manier, Mayor

Attest:

Valeri L. Brod, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 8 in Block 1 in HOLLAND, DORSEY, WATHEN & ROBINSON'S ADDITION to the Original Town, now City of Washington; **ALSO** the South Half of the vacated alley adjacent to the North side of said Lot 8, situated in TAZEWELL COUNTY, ILLINOIS.

Parcel Identification Number: 02-02-24-103-009

Common Address: 305 Walnut Street, Washington, IL 61571

EXHIBIT B

AFFIDAVIT OF SELLER

The undersigned, as successor trustee of the Esther Sue Barnes-Hall Trust under Trust Agreement dated November 19, 2020, an irrevocable trust (the “**Seller**”), does hereby depose and state as follows:

1. Seller owns certain real estate (the “**Property**”), which is legally described on Exhibit A to the Agreement for Purchase and Sale of Real Property dated _____, 2022.

2. The Seller is the Successor Trustee of the Esther Sue Barnes-Hall Trust, under Trust Agreement dated November 19, 2020. The Seller is not acting personally or individually, but solely as the Successor Trustee of the trust above described. The Seller certifies that the trust above described is in full force and effect on the date hereof, the Seller is acting by virtue of the power and authority given to Seller under the terms of the trust agreement above described.

3. This Affidavit is made by Seller in connection with the sale of the Property to the City of Washington (“**Purchaser**”), and is given to induce Purchaser to make or complete the purchase of the Property.

4. No labor, services or materials have been furnished or delivered to the Property or used for improvements or repairs of the Property at any time within the past four (4) months that have not been fully and completely paid for and Seller has no debts, outstanding contracts or liabilities which could give rise to or result in a lien or claim of lien against the Property under the Illinois Mechanics’ Lien Act.

5. All fixtures now located in or upon the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute or unrecorded easements in regards to the Property nor are there any improvements upon the Property which encroach upon adjoining properties nor are there any improvements from adjoining properties which encroach upon the Property.

7. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

8. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

9. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

10. Neither Seller nor Seller's agent(s), if any, has received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code, or any other law or regulation.

11. To the knowledge of Seller, the intended use of the Property is permitted under the existing zoning laws.

12. There are no matters known to Seller as would otherwise affect the current assessed valuation of the Property nor any exemptions (homestead or otherwise) which affect the assessed valuation or the present tax proration made in connection with the sale of the Property.

13. There are no unpaid assessments levied by any homeowners', condominium or similar association with jurisdiction over the Property.

14. Seller further states that the Property does not now contain nor has it contained any facility which is or was subject to reporting under Section 312 of the Federal Emergency Response and Community Right-to-Know Act of 1986, and federal regulations promulgated thereunder, nor does the Property hold or contain any underground storage tank which requires registration with the State Fire Marshal.

15. Seller does hereby certify the following: (a) Seller is not a nonresident alien for purposes of U.S. income taxation; (b) Seller's U.S. taxpayer identification number is 86-6477029; and (c) Seller's address is 4299 Knoll Crest Drive, Grove City, Ohio 43123. Seller understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller has made here could be punished by fine, imprisonment, or both. Under penalty of perjury, Seller declares that Seller has examined this Certification and to the best of Seller's knowledge and belief it is true, correct and complete.

16. All representations and warranties of Seller contained in the Agreement for Purchase and Sale of Real Property between Seller and Purchaser regarding the Property are true and correct.

Dated this ____ day of _____, 2022.

SELLER:

The Esther Sue Barnes-Hall Trust under
Trust Agreement dated November 19, 2020,
an irrevocable trust

By: Anne F. Barnes, Successor Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Subscribed to and sworn
before me this ____ day of _____, 2022.

Notary Public

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 220077008923
Issuing Agent: Dean R. Essig
Issuing Office's
ALTA® Registry ID: 1107671
Property Address: 305 Walnut Street
Washington, IL 61571

COMMITMENT FORM - SCHEDULE A

1. Commitment Date: June 15, 2022 at 9:00 am
2. Policy to be issued:
 - a. ☒ 2021 ALTA Owner's Policy
Proposed Insured: CITY OF WASHINGTON

Proposed Amount of Insurance: \$89,500.00
 - b. ☐ 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$0.00
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
ESTHER SUE BARNES-HALL TRUST
5. The Land is described as follows:

Lot 8 in Block 1 in HOLLAND, DORSEY, WATHEN & ROBINSON'S ADDITION to the Original Town, now City of Washington;
ALSO the South Half of the vacated alley adjacent to the North side of said Lot 8, situated in TAZEWELL COUNTY, ILLINOIS.

PIN: 02-02-24-103-009

Commonly known as: **305 Walnut Street, Washington, IL 61571**

This page is only a part of a 2021 ALTA Commitment for Title Insurance. 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.

Issued By:

Dean R. Essig
135 Washington Square
Washington, IL 61571
(309) 444-8041

770
Agent No.


Signature of Agent or Authorized Signatory

COMMITMENT FORM - SCHEDULE B

Commitment No.: 220077008923

Commitment Date: June 15, 2022 at 9:00 am

State Issued: IL

File Name:

**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.
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. The following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
8. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com" or (2) as a fax from fax number 312.372.9509 or 217.403.7401.

**PART II
Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. 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.

Issued By:

Dean R. Essig
135 Washington Square
Washington, IL 61571
(309) 444-8041

770

Agent No.



Signature of Agent or Authorized Signatory

2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
 - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Taxes for the year 2022 and thereafter:
THE 2020 TAXES WERE SOLD.
First installment 2021 taxes in the amount of \$1,510.62 is PAID.
Second installment 2021 taxes in the amount of \$1,510.62 is PAID.
Taxes for the year 2022 are not yet due and payable.
Permanent Index No.: **02-02-24-103-009**
4. The lien of any additional taxes for the years 2022 and thereafter resulting from construction of new or additional improvements in such years, which are assessed in subsequent year and added to a subsequent year's tax bill.
5. In addition to the proper recording of Warranty Deed or Mortgage contemplated in this transfer, the Alta Statement and Affidavit in Lieu of Survey must be completed and returned to this office.
6. NOTE - 24 MONTH CHAIN OF TITLE: (1) THOMAS R. BARNES conveyed said premises to LESTER HALL AND ESTHER HALL (f/k/a ESTHER SUE BARNES) pursuant to Deed dated December 12, 2008 and recorded December 26, 2008 as Document No. 200800026521. (2) ESTHER SUE BARNES-HALL (a widow) conveyed said premises to ESTHER SUE BARNES-HALL TRUST pursuant to Deed dated November 19, 2020 and recorded November 24, 2020 as Document No. 22000019118.

End of Schedule B



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 305 Walnut Street
Street address of property (or 911 address, if available)
Washington 61571
City or village ZIP
Washington
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes of acreage.

Property Index Number (PIN)	Lot size or acreage
a 02-02-24-103-009	64' x 100'
b	
c	
d	

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of Instrument: 06 / 2022
Month Year

5 Type of Instrument (Mark with an "X"):
Quit claim deed Executor deed ☒ Trustee deed
Beneficial interest Other (specify):

6 Yes ☒ No Will the property be the buyer's principal residence?

7 Yes ☒ No Was the property advertised for sale?
(i.e. media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X".)

a	Land/lot only
b <input checked="" type="checkbox"/>	Residence (single-family, condominium, townhome, or duplex)
c	Mobile home residence
d	Apartment building (6 units or less) No. of units:
e	Apartment building (over 6 units) No. of units:
f	Office
g	Retail establishment
h	Commercial building (specify):
i	Industrial building
j	Farm
k	<input checked="" type="checkbox"/> Other (specify): parking lot and/or City Hall addition

Do not write in this area.
County Recorder's Office use.

County:

Date:

Doc. No.:

Vol.:

Page:

Received by:

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: /
(Mark with an "X".) Month Year

Demolition/damage Additions Major Remodeling
New construction Other (specify):

10 Identify only the items that apply to this sale. (Mark with an "X".)

a Fulfillment of installment contract -
year contract initiated: 2015

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent of interest

d Court-ordered sale

e Sale in lieu of foreclosure

f Condemnation

g Short sale

h Bank REO (real estate owned)

i Auction sale

j Seller/buyer is a relocation company

k Seller/buyer is a financial institution or government agency

l Buyer is a real estate investment trust

m Buyer is a pension fund

n ☒ Buyer is an adjacent property owner

o Buyer is exercising an option to purchase

p Trade of property (simultaneous)

q Sale-leaseback

r Other (specify):

s ☒ Homestead exemptions on most recent tax bill:

1	General/Alternative	\$ 6,000 (Owner
2	Senior Citizens	\$ occupied)
3	Senior Citizens Assessment Freeze	\$

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount of line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11	Full actual consideration	11	\$	89,500.00
12a	Amount of personal property included in the purchase	12a	\$	0.00
12b	Was the value of a mobile home included on Line 12a?	12b	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
13	Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$	89,500.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) As part of the full actual consideration on Line 11	14	\$	0.00
15	Outstanding mortgage amount to which the transferred real property remains subject	15	\$	0.00
16	If this transfer is exempt, use an "X" to identify the provision.	16	b <input type="checkbox"/> k <input type="checkbox"/> m <input type="checkbox"/>	
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	\$	89,500.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18		179
19	Illinois tax stamps – multiply Line 18 by 0.50.	19	\$	89.50
20	County tax stamps – multiply Line 18 by 0.25.	20	\$	44.75
21	Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$	134.25

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional parcel identifiers and lots sizes or acreage from Step 1, Line 3.

Lot 8 in Block 1 in HOLLAND, DORSEY, WATHEN & ROBINSON'S ADDITION to the Original Town, now City of Washington; **ALSO** the South Half of the vacated alley adjacent to the North side of said Lot 8, situated in TAZEWEEL COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

Esther Sue Barnes-Hall Trust

Seller's or trustee's name

4299 Knoll Crest Drive

Street address (after sale)

Seller's agent signature

Seller's trust number (if applicable – **not** an SSN or FEIN)

Washington

IL

61571

City

State

ZIP

(309) 696-4893

Seller's daytime phone

Buyer Information (Please print.)

City of Washington

Buyer's or trustee's name

301 Walnut Street

Street address (after sale)

Buyer's agent signature

Buyer's trust number (if applicable – **not** an SSN or FEIN)

Washington

IL

61571

City

State

ZIP

(309) 444-3196

Buyer's daytime phone

Mail tax bill to:

City of Washington, 301 Walnut Street

Name or Company

Street address

Washington

IL

61571

City

State

ZIP

Preparer Information (Please print.)

Robert W. Brown, Jr.

Preparer's and company's name

115 Washington Square

Street address

Preparer's signature

bobbrown@blackblackbrown.com

Preparer's e-mail address (if available)

Preparer's file number (if applicable)

Washington, IL 61571

City

State

ZIP

(309) 444-3108

Preparer's daytime phone

Identify any required documents submitted with this form. (Mark with an "X".)

☐ Extended legal description

Form PTAX203-A

☐ Itemized list of personal property

Form PTAX203-B

To be completed by the Chief County Assessment Officer

1 _____
County Township Class Code 1 Code 2

3 Board of Review's final assessed value for the assessment year prior to the year of sale.

Land _____, _____, _____, _____, _____

Buildings _____, _____, _____, _____, _____

Total _____, _____, _____, _____, _____

3 Year prior to sale _____

4 Does the sale involve a mobile home assessed as real estate? ☐ Yes ☐ No

5 Comments

Illinois Department of Revenue Use

Tab Number

DOCUMENT PREPARED BY:

BLACK, BLACK & BROWN
115 WASHINGTON SQUARE
WASHINGTON, IL 61571

RETURN DOCUMENT TO:

BLACK, BLACK & BROWN
115 WASHINGTON SQUARE
WASHINGTON, IL 61571

TRUSTEE'S DEED

THIS INDENTURE, made June _____, 2022, between **ANNE F. BARNES**, not personally or individually, but solely as Successor Trustee under the provisions of **ESTHER SUE BARNES-HALL TRUST** dated November 19, 2020, **GRANTOR**, and **the CITY OF WASHINGTON, ILLINOIS**, an Illinois home rule municipality, **GRANTEE**.

WITNESSETH, that the **GRANTOR**, in performance of said trust and in consideration of the sum of ONE DOLLAR, the receipt of which is acknowledged, does hereby **SELL** and **CONVEY** to the **GRANTEE**, the following described real estate situated in **TAZEWELL COUNTY, ILLINOIS**, to-wit:

Lot 8 in Block 1 in **HOLLAND, DORSEY, WATHEN & ROBINSON'S ADDITION** to the Original Town, now City of Washington; **ALSO** the South Half of the vacated alley adjacent to the North side of said Lot 8, situated in **TAZEWELL COUNTY, ILLINOIS**.

Tax I.D. Number: 02-02-24-103-009

Common Address: 305 Walnut Street, Washington, Illinois 61571.

together with the tenements and appurtenances thereto belonging and the rents, income, issues, and profits thereof, and all the estate, right, title and interest, whatsoever, at law or in equity, of the **GRANTOR** in and to said premises.

The trust above described is in full force and effect at the date thereof, the **GRANTOR**, **ANNE F. BARNES**, is the Trustee thereunder, and this Deed is executed pursuant to and in exercise of the power and authority vested in the **GRANTOR** as such Trustee.

IN WITNESS WHEREOF, the **GRANTOR**, **ANNE F. BARNES**, not personally or individually but solely as trustee as aforesaid, has caused her name to be signed to these presents on the day and year first written above.

ANNE F. BARNES, not personally or
individually, but solely as Trustee aforesaid

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT ANNE F. BARNES**, not personally or individually, but solely as Successor Trustee under the provisions of **ESTHER SUE BARNES-HALL TRUST** dated November 19, 2020, personally known to me to be the same person whose name Is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of June, A.D. 2022.

Notary Public

Mail tax statement to:
City of Washington
301 Walnut Street
Washington, IL 61571

EXEMPT 35 ILCS 200/31-45 (b)

Date: _____, 2022.

Buyer, Seller or Representative