



## **CITY OF WASHINGTON, ILLINOIS**

### **City Council Agenda Communication**

**Meeting Date:** August 15, 2022

**Prepared By:** Jim Snider, City Administrator  
Jon Oliphant, AICP, Planning & Development Director

**Agenda Item:** First Reading Ordinance – Purchase and Sale Agreement for 109 N. High Street

**Explanation:** Attached is an agreement for the purchase of the property at 109 N. High Street. A fire severely damaged the residential structure at 109 N. High Street in early January. The building was subsequently demolished about a month ago. While a small garage is currently on the northeast side of the property, it is scheduled for removal soon by the owner.

The lot is approximately 0.312 acres in size. It is zoned R-1 (Single- and Two-Family Residential) and is owned by Chris and Rebecca Coover. It would figure to be used for additional parking for employees and visitors to the Square. The size of the property would allow for the eventual creation of up to 34 parking spaces.

**Fiscal Impact:** The City would pay the Coover's \$44,000 to acquire the property. Payment in that amount would come from the General Fund. The closing would occur within 90 days following approval of the agreement. The construction cost is estimated at \$150,000.

**Action Requested:** Approval of the attached purchase and sale agreement. A first reading ordinance is scheduled for the August 15 City Council meeting with a second reading to be scheduled for approval at the meeting on September 6.

**ORDINANCE NO. \_\_\_\_\_**

Synopsis: Adoption of this ordinance will approve the purchase of the real estate commonly known as 109 N High Street, Washington, Illinois for a purchase price of \$44,000.00

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF  
109 N HIGH 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 46 in the Original Town, now City of Washington, AND 8 feet of even width off the South side of Lot 45 in the Original Town, now City of Washington, situated in Tazewell County, Illinois.

Parcel Identification Number: 02-02-24-102-006

Common Address: 109 N High 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 Christopher David Coover and Rebecca J. Coover (“**Sellers**”), and the City of Washington, an Illinois home-rule municipal corporation (“**Purchaser**”).

WHEREAS, Purchaser desires to purchase and Sellers desire to sell real property, improvements, fixtures and appurtenances thereto described in Section 1 below, and in connection therewith, Sellers 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.** Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers, subject to all the terms and conditions of this Agreement, that certain real property legally described on **Exhibit A** attached hereto, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto (the “**Real Property**”). Sellers 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 Forty-Four Thousand and No/100 Dollars (\$44,000.00) 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.

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.** Sellers, at Sellers’ 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 Sellers. At Closing, Sellers 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 Sellers 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, Sellers shall have the right, at Sellers’ 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 Sellers do elect to endeavor to cure such objections to or defects in title, Sellers shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2. Failure to Cure Objections. In the event Sellers fail 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 Sellers shall determine that Sellers’ 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. Purchaser, at Purchaser’s sole cost and expense, shall be permitted to obtain a current ALTA survey of the Real Property (“**ALTA Survey**”), to be certified by a professional surveyor licensed by the State of Illinois to Purchaser and Title Insurer (and other parties designated by Purchaser) and prepared in accordance with the standard for Land Title Surveys and the American Congress of Surveying and Mapping Class A survey, setting forth the legal description and street address of the Real Property and showing all buildings and other improvements (including fences) located on the Real Property, the number of stories in such buildings, easements (visible or recorded), building lines, curb cuts, party walls (if any), parking, sewage, water, electricity, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines), roads and other rights-of-way and means of physical and record ingress and egress to and from the Real Property by public roads (including the dimension of abutting streets) and the net (after deduction of land dedicated or used or subject to easements for roads, highways, fire lanes, utilities, storm drains or any other

public purpose) and gross area of the land included in the Real Property, and spotting improvements on adjoining property which are within five (5) feet of the property lines of the Real Property. In exercising this right, Purchaser, its surveyor 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 survey as Purchaser, in its discretion, determines to be necessary.

3.2.1. Objections to Title of Record. Within fifteen (15) days after Purchaser's receipt of the ALTA Survey, Purchaser shall furnish to Sellers written notification of any objections to or defects in title of record set forth in the ALTA Survey. 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 ALTA Survey (except those matters that were also identified in the Title Commitment and to which Purchaser has previously objected). If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the ALTA Survey not set forth in the notice (except those matters that were also identified in the Title Commitment and to which Purchaser has previously objected). After receipt of said notice, Sellers shall have the right, at Sellers' election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within ten (10) days. If Sellers do elect to endeavor to cure such objections to or defects in title, Sellers shall promptly commence and diligently pursue efforts to cure such objections.

3.2.2. Failure to Cure Objections. In the event Sellers fail to cure Purchaser's objections to or defects in title set forth in the ALTA Survey within twenty (20) days of receiving notice of such objections to or defects in title, or if Sellers shall determine that Sellers' 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.

3.3. 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 Sellers. Further, the Purchaser shall forever fully protect, defend and hold the Sellers harmless from all reasonable losses, costs, damages, attorneys' fees and expenses of every kind and nature whatsoever which the Sellers 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 this Section are not satisfied (or waived by Purchaser) on or before \_\_\_\_\_, 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 Sellers by \_\_\_\_\_, 2022, then Purchaser's right to terminate identified herein shall be deemed waived.

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

4.1. 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 Sellers in advance (the "**Closing Date**").

4.2. Sellers' Deliveries. At Closing, Sellers shall deliver to Purchaser the following:

4.2.1. Deed. An executed general warranty deed to the Real Property (in the form required by Section 1 of this Agreement) prepared by Sellers and in a form reasonably acceptable to Purchaser.

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

4.2.3. Affidavit of Sellers. An Affidavit of Sellers in the form attached hereto as **Exhibit B**.

4.2.4. 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.

4.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Sellers the following:

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

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

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

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

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

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

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

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

4.6. Property Taxes.

4.6.1. Payments by Sellers. 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 Sellers prior to or at Closing.

4.6.2. 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.

4.7. Closing Costs. Sellers shall pay the following costs: Sellers' 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 of the ALTA Survey, fees incurred in performing due diligence, and recording fees for recording the deed. Except as otherwise provided in this Agreement, Sellers and Purchaser shall share equally any costs charged by the Title Insurer for Closing.

4.8. Brokerage Commissions. Sellers represents to Purchaser that no real estate broker has been engaged by Sellers with regard to this transaction. Purchaser represents to Sellers 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.

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

5. Sellers’ Representations, Covenants, and Warranties. In addition to all other representations, covenants and warranties by Sellers in this Agreement, Sellers represent, covenant and warrant, as of the Effective Date and as of the Closing Date, the following:

5.1. Ownership. Sellers are the sole owners of and have 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.

5.2. Leases and Other Rights in Real Property. As of the Closing Date, Sellers 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.

5.3. Liens and Liabilities.

5.3.1. 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.

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

5.4. Notice of Litigation or Violation. Sellers have received no notice, nor have Sellers any knowledge, of any actions or claims filed or threatened by anyone against the Real Property or Sellers in connection with any injury or damage sustained incidental to the use or occupancy of the Real Property. Sellers shall promptly notify Purchaser of any such notice received between the Effective Date and the Closing Date. Sellers knows of

no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Real Property, and Sellers have received no notice of any such violation issued by any governmental authority.

5.5. Governmental Regulation. To the best of Sellers' 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 Sellers are bound.

5.6. Hazardous Substances.

5.6.1. Sellers have 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;

5.6.2. To the best of Sellers' 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

5.6.3. To the best of Sellers' 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.

5.7. Casualty Insurance. Until Closing, Sellers shall, at Sellers' 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 Sellers as of the Effective Date.

5.8. Mechanics Liens. Sellers have 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.

5.9. Encroachments. No improvements upon the Real Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Real Property.

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

6. Indemnity. Sellers agree to indemnify, defend and hold harmless Purchaser and its appointed officials, elected officials, 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 appointed officials, elected officials, officers, shareholders, directors, employees, beneficiaries or agents may become subject or which Purchaser or any of its appointed officials, elected officials, 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 Sellers contained in this Agreement; (ii) any obligations, liabilities or charges of Sellers 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 Sellers under this Agreement; or (iv) the ownership of the Real Property on or prior to the Closing Date.

7. Default. If Sellers wrongfully refuse to close the sale of the Real Property to Purchaser or are 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 Purchaser 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 Sellers' covenants and agreements under this Agreement and to deduct the cost and expense of such

performance 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 Purchaser will suffer as a result of Sellers' breach or default under this Agreement.

8. Assignment. Purchaser may assign its rights under this Agreement with prior written notice to Sellers.

9. Casualty. If the buildings and improvements, if any, 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 Sellers, 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 Sellers (less all reasonable costs and expenses, including without limitation, attorney's fees, expenses and court costs, incurred by Sellers 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, Sellers shall promptly commence and diligently proceed with the completion of such repairs (it being recognized that Sellers shall be entitled to collect for Sellers' 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 Sellers to complete such work.

10. 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 Sellers. In the event of termination, the parties shall have no further rights, liabilities, or obligations under this Agreement. If Purchaser has not notified Sellers 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. Sellers shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Sellers shall, at Closing, assign to Purchaser all of Sellers' 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 Sellers (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Sellers to collect such awards).

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

11.1. 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, including an ALTA 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.

11.2. 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.

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

11.4. 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.

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

11.6. 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.

11.7. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Sellers 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.

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

11.9. Choice of Law. It is the intention of Sellers 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 Sellers.

11.10. 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 Sellers:

Christopher David Coover

Rebecca J. Coover

Address

City, State; Zip Code

With a copy to [IF APPLICABLE]:

[Legal Counsel Firm

Legal Counsel Name

Address

City, State; Zip Code]

If to Purchaser:

City of Washington

Attn: City Administrator

301 Walnut Street

Washington, Illinois 61571

With a copy to:

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.

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

11.12. 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.

**SELLERS:**

\_\_\_\_\_  
Christopher David Coover

\_\_\_\_\_  
Rebecca J. Coover

**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 46 in the Original Town, now City of Washington, AND 8 feet of even width off the South side of Lot 45 in the Original Town, now City of Washington, situated in Tazewell County, Illinois.

Parcel Identification Number: 02-02-24-102-006

Common Address: 109 N High Street, Washington, IL 61571

## **EXHIBIT B**

### **AFFIDAVIT OF SELLERS**

The undersigned, Christopher David Coover and Rebecca J. Coover (the “**Sellers**”), do hereby depose and state as follows:

1. Sellers own 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. Sellers or Sellers’ authorized agent (or each of them if there are more than one), if any, is over 18 years of age and under no legal disability.

3. This Affidavit is made by Sellers 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 Sellers have 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 Sellers, there are no driveway agreements, overlaps, boundary lines in dispute or unrecorded easements in regard 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 Sellers, 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 Sellers, 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 Sellers or to the knowledge of Sellers.

10. Neither Sellers nor Sellers’ 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 Sellers, the intended use of the Property is permitted under the existing zoning laws.

12. There are no matters known to Sellers 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. Sellers 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. Sellers does hereby certify the following: (a) Sellers are not nonresident aliens for purposes of U.S. income taxation; (b) Sellers' U.S. taxpayer identification numbers are \_\_\_\_\_ (Christopher) and \_\_\_\_\_ (Rebecca); and (c) Sellers' address is \_\_\_\_\_. Sellers understand that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Sellers have made here could be punished by fine, imprisonment, or both. Under penalty of perjury, Sellers declare that Sellers have examined this Certification and to the best of Sellers' knowledge and belief it is true, correct and complete.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SELLERS:**

\_\_\_\_\_  
Christopher David Covert

\_\_\_\_\_  
Rebecca J. Covert

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

Subscribed to and sworn  
before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public