

RESOLUTION NO. 1-1

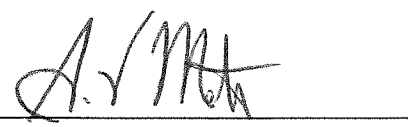
**WHEREAS**, Sangamon County (County) has begun the process of expanding and redesigning the existing Public Health and Community Services Building, located at 2833 E. South Grand Avenue, Springfield Illinois, to increase the ability of the public to efficiently access existing public services, to accommodate additional public services, including job training and other workforce assistance, and the construction of a permanent drive-thru facility for both public health and other governmental uses; and

**WHEREAS**, in order to reflect the expansion of services being provided the County plans to rename the facility the Sangamon County Community Services Building; and

**WHEREAS**, in order to accommodate the project the County needs to purchase additional land adjacent to the current County-owned land; and

**WHEREAS**, the County has reached agreement on a purchase price for parcel 14-36.0-351-022 and parcel 14-36.0-351-023, located together at 2875 E. South Grand Avenue, Springfield, Illinois.

**NOW, THEREFORE, BE IT RESOLVED** by the members of the Sangamon County Board on this 1st day of November, 2022, that the Board approves of the purchase price of \$321,447 for land located at 2875 E. South Grand Avenue, Springfield, Illinois.



Chairman, Sangamon County Board

ATTEST:



County Clerk

**FILED**

OCT 31 2022



Sangamon County Clerk

**FILED**

OCT 31 2022

*Don J. May*  
Sangamon County Clerk

1-2

**CONTRACT TO PURCHASE**

This Contract made this \_\_\_\_ day of August, 2022, between FRED W. WANLESS, LLC, c/o R. Kurt Wilke, 831 E. Monroe, P.O. Box 79, Springfield, Illinois 62705 ("Seller"), and SANGAMON COUNTY, ILLINOIS, c/o Brian McFadden, County Administrator, 200 S. 9th Street, Room 201, Springfield, Illinois 62701 ("Buyer"), WITNESSETH:

1. Seller agrees to sell and Buyer agrees to purchase the premises, together with all appurtenances thereunto appertaining, described as:

Lots 98 and 99 of South Grand Pointe First Addition to the City of Springfield, Sangamon County, Illinois.

Commonly known as: No address assigned

Tax I.D. Nos.: 14-36.0-351-022 and 14-36.0-351-023

Subject only to the following:

- (a) All building and use restrictions and easements of record or in place affecting said premises.
- (b) All zoning and building restrictions of any governmental body affecting said premises.
- (c) Lien of the taxes for the year 2022, and all accrued and unpaid installments of special assessments now a lien or levied or confirmed after the date hereof.
- (d) Conveyances or reservation of coal, minerals and mining rights, if any of record.

2. The Buyer agrees to purchase said premises subject to the foregoing for the price of THREE HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED FORTY-SEVEN AND 00/100 DOLLARS (\$321,447.00). The Buyer agrees to pay said purchase price on or before November 15, 2022 (which date shall be known as the closing date), contemporaneously with the delivery of a deed to Buyer. Buyer shall be entitled to possession of the premises upon delivery of said deed.

3. Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense a commitment for an Owners Title Guaranty Policy issued by a Company licensed to issue the same for the County in which said real estate is located for the amount of the purchase price, subject only to the following: (a) standard general exceptions normally contained in title commitments, other than the mechanic's lien exception, (b) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (c) building, use and occupancy or restrictions, if

any, provided that the same do not prohibit Buyer from using the property for its intended purpose, (d) zoning laws and ordinances, (e) easements of record or in place affecting the premises, if any, provided that the same do not prohibit Buyer from using the property for its intended purpose, (f) drainage ditches, feeders and laterals, if any, (g) conveyances or reservations of coal, minerals and mining rights, if any, of record, (h) mortgage or other lien that may be eliminated at closing by application of the purchase price, (i) questions of survey, provided that the same do not prohibit Buyer from using the property for its intended purpose. Any endorsements to the title policy requested by Buyer or required by Buyer's lender shall be at Buyer's expense, unless such an endorsement is issued by the title company to cure a title defect to which Buyer has objected, in which case Seller shall pay for such endorsement.

Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller or Seller's agent, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or Buyer's attorney within a reasonable time or material objections made to the title in such report are not cured within sixty (60) calendar days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the real estate as agreed.

4. At closing, Seller shall convey and transfer the real estate to Buyer by warranty deed with the appropriate Plat Act Affidavit, if applicable, or appropriate assignment, which instrument shall be subject to the exceptions permitted herein. At the same time, the balance of the purchase price then due shall be paid, and all documents relative to the transaction shall be signed and delivered.

5. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be deemed sufficient service thereof. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be deemed to be sufficient service on all such Seller's or Buyer's respectively.

6. Seller shall pay the taxes for the year 2022 by giving Buyer a credit at closing in the amount of the most recent tax bills on the parcels. Buyer shall pay the taxes for the year 2023 and subsequent years.

7. This is an enforceable Contract placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages. All costs, expenses, and reasonable attorney's fees incurred by one party in enforcing said party's rights under this Contract may be recovered from the other party. In the alternative, the Seller may elect to retain the earnest money paid above as liquidated damages, and in the event of such retention, this Contract thereupon shall become null and void, and the Seller shall then have the right to reenter and take possession of the real estate aforesaid, and a written notice of such forfeiture and reentry served upon the Buyer or recorded in the Recorder's Office of

the County in which the real estate is located shall be sufficient evidence of such election, forfeiture and reentry, and all rights, if any, of the Buyer shall be considered terminated, and Seller shall have no further claim against the Buyer.

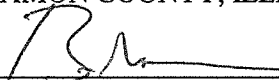
Time shall be considered to be of the essence of this Contract. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

Signed and sealed in duplicate by the parties hereto the date first above written.

FRED W. WANLESS, LLC, Seller

SANGAMON COUNTY, ILLINOIS, Buyer

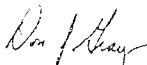
By: \_\_\_\_\_  
R. Kurt Wilke, Member/Manager

By:  \_\_\_\_\_  
Brian McFadden, County Administrator

329892

**FILED**

OCT 31 2022

  
Sangamon County Clerk