

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT made and entered into this _____ day of March, 2026, by and between, ROGER HUISINGA, hereinafter referred to as SELLERS, of 1302 N Front Street, Monticello, Illinois 61856 and the CITY OF MONTICELLO, hereinafter referred to as BUYER, of 210 North Hamilton, Monticello, Illinois 61856 WITNESSETH:

WHEREAS, SELLER is the owner of certain vacant property in Piatt County, Illinois with a legal description as follows:

Part of Lots Four (4) and Five (5) of a Subdivision recorded in Book 26, Page 1 in the Recorder's Office of Piatt County being more particularly described as follows: beginning at the Southeast Corner of Lot Five (5) of a Subdivision recorded in Book 26, Page 1 in the Recorder's Office of Piatt County, thence along the South line of said Lot Five (5) thence North 89 degrees 51 minutes 22 seconds West a distance of 62.40 feet; thence North 16 degrees 17 minutes 56 seconds East a distance of 67.40 feet; thence North 04 degrees 27 minutes 22 seconds East a distance of 226.00 feet; thence North 04 degrees 25 minutes 51 seconds East a distance of 310.42 feet; thence South 85 degrees 31 minutes 40 seconds East a distance of 60.00 feet; thence South 04 degrees 28 minutes 20 seconds West a distance of 544.53 feet; thence South 16 degrees 28 minutes 20 seconds West a distance of 54.34 feet to the point of beginning, situated in the City of Monticello, Piatt County, Illinois and containing 0.826 acres more or less.

PIN: Part of 05-00-54-001-903-00

Common Address: 1302 N Front Street, Monticello, Illinois 61856

WHEREAS, SELLERS are desirous of providing a right of way to BUYER and BUYER is desirous of purchasing the same;

WHEREAS, BUYER intends to record a fully executed Right of Way document in concert with the paying of said agreed upon price; and

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of said real estate for a right of way and wish to reduce their agreement in writing.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is agreed between the parties hereto as follows:

1. COVENANTS OF SALE AND PURCHASE. SELLER does hereby agree to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and conditions set forth in this Contract, the above-described real estate.

2. TERMS. BUYER agrees to pay to SELLER for the real estate described above, the sum of Sixteen Thousand Five Hundred Twenty Dollars (\$16,520.00). The BUYER shall pay no earnest money upon execution of this Agreement. This real estate is to be utilized as a Right of Way duly recorded by the City of Monticello.
3. CLOSING DOCUMENTS. BUYER shall prepare and provide any and all documents necessary to effectuate the sale of the real estate described above, including, but not limited to, a survey, Right of Way Document, etc.
4. RIGHT OF WAY AND ESCROW. SELLER agrees to convey said premises to BUYER through the preparation and signing of a Right of Way document, subject only to current general taxes, covenants, conditions, restrictions and easements apparent or of record, and to all applicable zoning laws and ordinances. BUYER shall pay the cost of recording the Right of Way document with Piatt County.
5. EVIDENCE OF TITLE. Within a reasonable time prior to closing, BUYER will obtain a commitment for title insurance issued by a Title Insurance Company regularly doing business in the county within which the real estate is located, committing the company to issue a policy of title insurance in the usual form, insuring title to the real estate in BUYER for the amount of the purchase price.

Permissible exceptions to title shall include only the lien of general taxes; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict the use of the property.

BUYER shall point out in writing to SELLER, within a reasonable time after receipt of evidence of Title, any objections, which BUYER may have thereto and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by BUYER.

If SELLER is unable to cure the objections, then BUYER shall have the right to cure any such objection, which may be removed by the payment of money by deducting the amount of such payment from the purchase price at the time of closing to terminate the Contract.

The evidence of title, including the cost of an Owner's Policy of Title Insurance in the full amount of the purchase price, shall be at the sole expense of the SELLER, except that BUYER shall pay one half of the customary "second" or "later date" search charge in connection with the issuance of the Title Policy.

6. SURVEY. BUYER shall engage with a licensed land surveyor to perform and prepare a right-of-way survey at the BUYER's expense. BUYER shall pay the cost of recording the survey.

7. POSSESSION AND CLOSING. Possession and closing shall be upon final sale of the property. The closing is hereby set on or before April 17, 2026.
8. CLOSING COSTS. BUYER agrees to pay all closing costs associated with the sale of the real estate describe above, including, but not limited to, title company expenses, Piatt County Recorder fees, and the transfer tax.
9. TIME AND BINDING EFFECT. It is mutually agreed that time is of the essence of this agreement; and further, this agreement shall be binding upon the personal representatives and beneficiaries of the estate of the respective parties and on their successors and assigns and shall apply to each and all of the parties regardless of the singular term.
10. ATTORNEY FEES. BUYER shall pay SELLER'S attorney's fees for the review and/or drafting of any documents necessary to effectuate the sale of the above real estate, as well as attorney's fees for representing the SELLER up to closing. If either party hereto shall bring suit to enforce the terms and provisions hereof or to recover damages for breach, the prevailing party shall be entitled to recover from the other party reasonable costs, expense and attorney's fees incurred with the exercise by the prevailing party of its rights and remedies hereunder. For the purpose of this paragraph, the term "prevailing party" shall mean, in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant, one who is successful in denying substantially all of the relief sought by the claimant.
11. NOTICES. All notices required or permitted under this agreement shall be in writing and shall be effective upon personal delivery to the parties or shall be mailed registered or certified mail to the respective parties at the addresses as set forth above.
12. TIME OF PERFORMANCE. Time is of the essence in the performance of each and every obligation under this agreement. This agreement shall be construed according to its fair meaning and neither for, nor against, either party hereto. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior understandings, written or oral, express or implied, with respect to the subject matter hereof shall be deemed merged herein. Any modification or waiver of this agreement must be in writing and signed by both parties.

WITNESS our hands and seals this _____ day of March, 2026.

SELLER:

BUYER:

ROGER HUISINGA,

City of Monticello Illinois,

By: _____

Terry Summers, City Administrator

This document prepared by:
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