OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (the “Agreement”) is dated as of August 15, 2015 between The Detweiler Playground, an Illinois not-for-profit corporation (“Seller”), and the City of Peoria, Illinois (“Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner of the real estate described on Exhibit A attached hereto and incorporated herein (the “Real Property”);

WHEREAS, Seller desires to grant to Purchaser and Purchaser desires to obtain from Seller an irrevocable, exclusive option to purchase the Real Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Option Agreement. In consideration of the payment of the sum of Six Thousand and 00/100 Dollars ($6,000.00) to Seller by Purchaser (the “Option Payment”), Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase the Real Property from Seller subject to the terms of this Agreement. The option hereby granted may be exercised at any time on or before December 31, 2015 (the “Option Term”). If the option to purchase the Real Property has not been exercised or extended within the Option Term, all of the rights of Purchaser hereunder will expire and terminate on such date and Seller shall retain the Option Payment described above. The option hereby granted shall be exercised by written notice delivered to Seller in accordance with Section 11 of this Agreement.

1.1 Inspections. During the Option Term, Purchaser and its agents, representatives and independent contractors shall be entitled to enter onto the Real Property, at reasonable times, upon reasonable prior notice to Seller and at Purchaser’s sole expense, to make and all tests and inspections of the surface, subsurface and improvements of Real Property as Purchaser, in its sole discretion, determines to be necessary. Such tests and inspections may include, without limitation, environmental audits, core drillings and structural inspection of improvements. Purchaser shall restore the Real Property to its original condition after completing any such inspections.

Purchaser shall indemnify, defend and hold harmless Seller for all costs, losses, damages and expenses (including attorneys fees and costs) incurred by Seller as a result of Purchaser’s access to the Real Property hereunder.

2. Purchase Price of Real Property. The purchase price of the Real Property shall be Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) ("Purchase Price"), to be paid by Purchaser to Seller at Closing, subject to adjustment for proratable items as provided for herein. Purchaser shall receive a credit against the Purchase Price for all Option Payments paid hereunder.

3. Conditions Precedent.

(a) Purchaser. Notwithstanding Purchaser’s exercise of the option described in Section 1 of this Agreement, Purchaser’s obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):
• **Title Commitment and Policy.** Seller, at Seller’s sole cost and expense, having provided Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy"), issued by Chicago Title Insurance Company ("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. Purchaser acknowledges and agrees that title to the Real Property will be conveyed subject to the use restrictions set forth in the Will of Thomas H. Detweiller filed with the Probate Clerk of Peoria County, Illinois on May 16, 1947 (the “Will”).

• **Subdivision Plat.** Purchaser, at Purchaser’s sole cost and expense, having obtained a subdivision plat for Parcel 3 as described on Exhibit A which is acceptable to both Seller and Purchaser. It is the intent of the Parties that the real property to be transferred in Parcel 3 is that property within the now existing fence as identified in the diagram on Exhibit B.

(b) **Seller.** Seller’s obligations hereunder shall be subject to Seller having obtained, on or before November 1, 2015, a court order or non judicial settlement agreement that, in Seller’s sole discretion, provides the necessary and appropriate authority to sell the Real Property. Seller shall have the right to terminate this Agreement for failure of this condition by written notice to Purchaser prior to November 1, 2015. In the event of such termination, the Option Payment shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder.

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

4.1 **Closing Date.** The closing (the “Closing”) shall be held on a date mutually agreed upon by Purchaser and Seller, but not later than sixty (60) days following the date of exercise of the option (the “Closing Date”).

4.2 **Seller’s Deliveries.** At Closing, Seller shall deliver to Purchaser the following:

4.2.1 **Deed.** An executed general warranty deed to the Real Property prepared by Seller and in a form reasonably acceptable to Purchaser, subject to all easements, covenants, restrictions, dedications, rights of way and other matters of record.

4.2.2 **Title Policy.** The Title Policy, or written evidence of the agreement of the Title Insurer to issue the Title Policy, said evidence to be in form and substance satisfactory to Purchaser.

4.2.3 **ALTA Statement.** An executed ALTA Statement in the form required by the Title Insurer.

4.2.4 **Affidavit of Title.** An Affidavit of Title in the form attached hereto and made a part hereof as Exhibit C.

4.2.5 **Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.
4.2.6 Evidence of Authorization. Evidence of the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby.

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

4.3.1 Purchase Price. The cash portion of the Purchase Price as set forth in Section 2 hereof, less all Option Payments made pursuant to Section 1 hereof, plus or minus prorations provided for herein.

4.3.2 ALTA Statement. An ALTA Statement in the form required by the Title Insurer.

4.3.3 Subdivision Plat. The subdivision plat described in Section 3.2 above.

4.3.4 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.3.5 Evidence of Authorization. Evidence of the authority of Purchaser to enter into this Agreement and consummate the transactions contemplated hereby.

4.4 Joint Deliveries. At Closing, Seller 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 Right of First Refusal. The right of first refusal described in Section 11 below.

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

4.6 Property Taxes. All real estate taxes, due and payable, for all calendar years prior to the year of Closing shall be paid by Seller prior to or at Closing. Real estate taxes on the Real Property for the calendar year of Closing shall be prorated from January 1 to the Closing Date based on the latest available assessment, and the Purchaser shall receive a credit against the Purchase Price for the amount so calculated.

4.7 Closing Costs. Seller shall pay the following costs: Seller's attorneys fees, one half of any closing fee, the insurance premium for the ALTA Form B Owner's Policy described in Section 3.1 hereof and transfer taxes. Purchaser shall pay the following costs: Purchaser's attorneys fees, one half of any closing fee, the cost of the subdivision plat described in Section 3.2 above and recording fees for recording the warranty deed.

4.8 Brokerage Commissions. Seller and Purchaser respectively represent, each to the other, that no real estate broker has been dealt with in regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any
other brokerage commissions due to any other real estate broker with whom the Indemnifying Party has dealt in regard to this transaction.

4.9 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 not confirmed by a court of record.

5. Seller’s Warranties and Representations. In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants as follows:

5.1 Authority. Intentionally omitted.

5.2 Due Organization. Seller is a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois and is in good standing and qualified to do business in Illinois.

5.3 Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Real Property.

5.4 Liens and Liabilities.

5.4.1 The Real Property is not subject to any liens, and Seller shall create no lien covering the Real Property, or any portion thereof, without the prior written consent of Purchaser. Purchaser shall not be responsible for any liabilities, known, unknown, contingent or otherwise, of Seller. The Real Property transferred pursuant to this Agreement shall be conveyed to Purchaser free and clear of all liens, security interests, liabilities, leases and judgments of any kind whatsoever.

5.4.2 Seller shall be responsible for all debts, claims, contracts and liabilities in any way connected with the conduct of its operations on the Real Property, and Purchaser shall have no liability for Seller’s operations conducted on the Real Property or otherwise. Seller shall not be responsible for any debts, claims, contracts or liabilities of the Peoria Boat Club with respect to its operations on the Real Property.

5.5 Equipment. All mechanical equipment for all improvements on the Real Property owned by Seller shall be transferred in as-is where is condition. No representations or warranties, express or implied, shall exist, and Seller expressly excludes and disclaims any warranty of merchantability, fitness for a particular purpose or duty to repair.

5.6 Notice of Litigation or Violation. To the best of Seller’s knowledge, 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 date hereof 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.

5.7 Rights in Real Property. Except for a lease to the Peoria Boat Club dated October 12, 2001 (the “Boat Club Lease”), and the use restrictions contained in the Will, there are and will on the Closing Date be no options, purchase contracts, leases or other
agreements of any kind or nature, written or oral, whereby any party could claim or assert any right, title or interest in the Real Property sold hereunder.

5.8 Governmental Regulation. To the best of Seller’s knowledge, at the present time and on the Closing Date, 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 except that the parties acknowledge that Seller’s obligations to transfer the Real Property are contingent upon Seller receiving authority to sell the Real Property as set forth in Section 3(b) above.

5.9 Hazardous Substances. Intentionally omitted.

5.10 Casualty Insurance. Intentionally omitted.

5.11 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. Seller makes no warranty or representation for work performed for improvements owned or operated by the Peoria Boat Club.

5.12 Leases. Except for the Boat Club Lease, no persons are in possession of the Real Property under any oral or written lease.

5.13 Encroachments. Intentionally omitted.

5.14 Uniform Commercial Code. Seller has not entered into any transaction under the Illinois Uniform Commercial Code which might, or could, result in a lien against the Real Property or the improvements thereon.

6. Indemnity.

(a) By Seller. Seller hereby 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, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys’ fees and other legal expenses) incurred by Purchaser or its officers, shareholders, directors, employees, agents and beneficiaries as a result of: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of the Seller contained herein; (ii) any obligations, liabilities or charges of the Seller not expressly assumed by the 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 the Purchaser by or on behalf of the Seller under this Agreement; (iv) the presence of any hazardous substance on the Real Property on or before the Closing Date; or (v) the ownership of the Real Property on or prior to the Closing Date.

(b) By Purchaser. Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its officers, shareholders, directors, employees, agents and beneficiaries against any and all losses, liabilities, fines and penalties and damages (including,
without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys’ fees and other legal expenses) incurred by Seller or its officers, shareholders, directors, employees, agents and beneficiaries as a result of: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of the Purchaser contained herein; (ii) any obligations, liabilities or charges of the Purchaser not expressly assumed by the Seller except to the extent that Seller 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 the Seller by or on behalf of the Purchaser under this Agreement; (iv) the presence of any hazardous substance on the Real Property after the Closing Date; or (v) the ownership of the Real Property after the Closing Date.

7. Default. If Seller wrongfully refuses to close the sale of the Real Property to Purchaser 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 Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement and return of any Option Payment; specific performance, with the rights, but not the obligation, to perform Seller’s covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; 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 Seller’s breach or default hereunder. If Purchaser wrongfully refuses to close the purchase of the Real Property and pay the Purchase Price to Seller, the same shall constitute a breach of this Agreement and Seller shall be entitled to retain any Option Payment and to recover as an element of its damages reasonable attorneys fees and court costs as liquidated damages and as its sole and exclusive remedies hereunder in lieu of any and all other remedies at law or in equity.

8. Assignment. Purchaser may assign its rights under this Agreement at any time on written notice to Seller.


9.1 If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty, this Agreement shall remain in effect, and 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.

9.2 If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain, this Agreement shall remain in effect and Seller shall be relieved 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 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 Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

10. Condition of the Real Property. Purchaser warrants that, as of the Closing Date, Purchaser will have fully inspected the Real Property or will have had the opportunity to conduct a complete and thorough inspection to determine the condition of the Real Property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials; and Purchaser expressly agrees to purchase the Real Property “AS IS,” irrespective of whether the Real Property contains any defects, whether
known, disclosed or hidden, it being fully understood that as except as specifically set forth herein, the Seller has made no warranties or representations of any kind pertaining to the Real Property, the condition thereof, the rental thereof, or any other matter pertaining to the Real Property. Purchaser agrees that if there is any requirement by governmental authority to meet or comply with any regulation, ordinance or code section, or to improve, repair, inspect, replace and/or alter any part or portion of the Real Property prior to or as a condition of sale, any such costs shall be paid by Purchaser; and any such requirement shall be complied with promptly by Purchaser and shall not relieve Purchaser from any of the obligations imposed by this Agreement.

11. **Right of First Refusal.** At Closing, Purchaser shall grant to Seller and its successors and assigns a right of first refusal on the Real Property in the form attached hereto and made a part hereof as Exhibit D. The right of first refusal shall be recorded with the transfer documents following Closing.

12. **Breakwater.** Purchaser agrees not to remove or reduce the breakwater on the Real Property without the prior written consent of Seller. This obligation shall be included in the right of first refusal described in Section 11 above.

13. **Peoria Boat Club.** Purchaser agrees that the Peoria Boat Club shall be entitled to remain in possession of that portion of the Real Property covered by the Boat Club Lease until December 31, 2015. Seller agrees that if Purchaser exercises the option to purchase contained herein on or before October 26, 2015, notice of lease termination shall be given to the Boat Club and such lease shall be terminated effective December 31, 2015, and the Peoria Boat Club shall be given notice to vacate the Real Property, as of December 31, 2015.

   In the event that the Boat Club Lease has not been terminated as of the Closing Date and at Closing, Seller shall assign the Boat Club Lease to Purchaser and Seller shall have no further responsibility for the Boat Club Lease.

14. **Detweiller Will.** Purchaser acknowledges that the Real Property is subject to certain use restrictions contained in the Will. The obligations of Seller hereunder are contingent upon Purchaser accepting a conveyance of the Real Property in a manner consistent with the use restrictions set forth in the Will as set forth in Section 3(a) of this Agreement and Seller obtaining legal authority to sell the Real Property to Purchaser as set forth in Section 3(b) of this Agreement.

   Purchaser acknowledges that the Real Property will be conveyed subject to the use restrictions contained in the Will.

15. **Miscellaneous.** It is further understood and agreed as follows:

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

   - **Survival.** The representations and warranties contained in this Agreement shall survive the Closing and the delivery of the Warranty Deed for a period of ten (10) years.

   - **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
• **Time.** Time is of the essence of this Agreement.

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

• **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 hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

• **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 herein.

• **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.

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

  If to the Seller: With a copy to:

  The Detweiller Playground Robert C. Gates
  301 SW Adams St. Kavanagh, Scully, Sudow White
  Peoria, IL 61602 & Frederick, P.C.

  301 SW Adams St.
  Peoria, IL 61602

  If to the Purchaser: With a copy to:

  City of Peoria, Illinois Michael R. Seghetti
  419 Fulton Street Elias, Meginnes & Seghetti, P.C.
  Peoria, IL 61602 416 Main Street, Suite 1400
  Attn: Chris Setti Peoria, IL 61602

  Each such notice shall be deemed delivered on the date delivered if by hand delivery and 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.

• **Waiver of Tender.** Formal tender of an executed deed and the purchase price each is hereby waived.

• **Recording of Notice.** Upon execution of this Agreement, a Notice of Option, in form satisfactory to Purchaser, shall be executed by Seller and Purchaser and recorded in the Recorder’s Office of Peoria County, Illinois.
IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed as of the day and year first above written.

CITY OF PEORIA, ILLINOIS

By: ____________________________

Its: ____________________________

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

THE DETWEILLER PLAYGROUND

By: __________________________

Its: __________________________
EXHIBIT A

Legal Description

PARCEL 1

LOTS 11, 12, 13, 14 AND 15 IN BLOCK D IN GALLAHER’S ADDITION, EXCEPT THAT PORTION OF SAID LOTS LYING NORTHWESTERLY OF THE RAILROAD RIGHT OF WAY; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-03-408-001

PARCEL 2

LOTS 4, 5, 6, 7, 8 AND 9 IN BLOCK E IN GALLAHER’S ADDITION, ALSO THAT PORTION OF VACATED WATER STREET LYING BETWEEN BLOCKS D AND E IN GALLAHER’S ADDITION; ALSO THE PENINSULA FORMING THE LAGOON EXTENDING EASTERLY INTO PEORIA LAKE ADJACENT TO SAID LOTS 8 AND 9 IN GALLAHER’S ADDITION; ALL SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-03-408-002

ADDRESS: 100 SPRING STREET, PEORIA, IL 61603

PARCEL 3

APPROXIMATELY THE SOUTHWESTERLY ONE HUNDRED FOUR (104) FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK E; ALSO, LOTS 1, 2 AND 3 IN BLOCK F ALL IN BRYANT’S ADDITION, AND ALSO THAT PORTION OF VACATED CAROLINE STREET LYING BETWEEN SAID LOT 11 IN BLOCK E AND SAID LOT 1 IN BLOCK F IN BRYANT’S ADDITION; ALL SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: PART OF 18-03-408-003
### Exhibit B

**Peoria County, IL**

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*8/7/2015*
EXHIBIT C

STATE OF ILLINOIS

COUNTY OF PEORIA

AFFIDAVIT OF SELLER

The undersigned, The Detweiller Playground (the “Seller”) does hereby depose and say as follows:

1. The Seller owns certain real estate which is commonly known as 100 Spring Street, Peoria, Illinois (PIN: 18-03-400-001, 18-03-400-002 and part of 18-03-400-003) (the “Property”).

2. This Affidavit is made by the Seller in connection with the sale of the Property to the City of Peoria, Illinois (hereinafter referred to as “Purchaser”), and is given to induce the Purchaser to make or complete the purchase of the Property.

3. 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.

4. Except as may have been furnished or delivered to the Peoria Boat Club, no labor, services or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for and the 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 owned by Seller now located in or upon the Property are fully paid for and are not subject to any security interests.

6. Except with respect to a Lease Agreement with the Peoria Boat Club dated October 12, 2001, no persons are in possession of the Property except the Seller and there are no leases, oral or written, or other arrangements concerning the Property under which any person other than the Seller has any possessory rights in the Property.

7. To the knowledge of the 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.

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

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

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by the Seller or to the knowledge of the Seller except that the Real Property is subject to certain use restrictions contained in the Will of Thomas H. Detweiller filed with the Probate Clerk of Peoria County, Illinois on May 16, 1947.
11. Neither the Seller nor Seller’s agent 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.

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

13. The 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 ___________; and (c) Seller’s address is 301 SW Adams St., Peoria, IL 61602. 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.

Dated this _____ day of ____________, 2015.

THE DETWEILLER PLAYGROUND

By: ________________________________

Its: ________________________________

Subscribed and sworn to before me this _____ day of ____________, 2015.

______________________________
Notary Public

My Commission Expires:
RIGHT OF FIRST REFUSAL

This Right of First Refusal is dated as of __________, 2015 between the City of Peoria, Illinois (“City”) and The Detweiller Playground (“DP”).

BACKGROUND

The City owns the real estate described on Exhibit 1 attached hereto and made a part hereof (the “Property”). In consideration of certain other agreements between the City and DP, the City has agreed to give DP a right of first refusal on the sale of the Property as set forth herein.

AGREEMENT

1. Right of First Refusal. The City shall not sell the Property or any portion thereof to any party other than DP except as set forth below. In the event that the City receives a bona fide offer to purchase the Property or any portion thereof that the City wishes to accept, the City shall deliver a notice of said offer to DP along with a copy of the offer. DP shall have thirty (30) days from the date of receipt of said notice to agree in writing to purchase the Property or portion thereof on the same terms and conditions as contained in said offer, said writing to be delivered to the City within said thirty (30) day period. In the event that DP does not exercise said option, the City shall be entitled to sell the Property in accordance with the terms of said offer.

2. Breakwater. The City agrees not to remove or reduce the breakwater on the Property without the prior written consent of DP.

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

If to Detweiller Playground: 

The Detweiller Playground
301 SW Adams St.
Peoria, IL 61602

With a copy to:

Robert C. Gates
Kavanagh, Scully, Sudow White & Frederick, P.C.
301 SW Adams St.
Peoria, IL 61602

If to the City:

City of Peoria, Illinois
419 Fulton Street
Peoria, IL 61602
Attn: Chris Setti

With a copy to:

Michael R. Seghetti
Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

Each such notice shall be deemed delivered on the date delivered if by hand delivery and 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.

4. Binding Effect. DP shall have the right to assign the benefits contained herein by a written assignment, a copy of which shall be delivered to the City immediately upon execution. Such assignment shall contain an address for notices to the assignee as set forth in Section 3 above.

IN WITNESS WHEREOF, the parties have caused this Right of First Refusal to be executed as of the date first written above.

THE DETWEILLER PLAYGROUND

By: __________________________

Its: _________________________

CITY OF PEORIA, ILLINOIS

By: __________________________

Its: _________________________
STATE OF ILLINOIS  )  
) SS.  
COUNTY OF PEORIA  )  

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _________________, personally known to me to be the _________________ of The Detweiller Playground, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _________________, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such _________________, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of ____________________, 2015.

__________________________
Notary Public

STATE OF ILLINOIS  )  
) SS.  
COUNTY OF PEORIA  )  

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _________________, personally known to me to be the _________________ of the City of Peoria, Illinois, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _________________, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such _________________, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of ____________________, 2015.

__________________________
Notary Public
EXHIBIT 1

Legal Description

PARCEL 1

LOTS 11, 12, 13, 14 AND 15 IN BLOCK D IN GALLAHER'S ADDITION, EXCEPT THAT PORTION OF SAID LOTS LYING NORTHWESTERLY OF THE RAILROAD RIGHT OF WAY; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-03-408-001

PARCEL 2

LOTS 4, 5, 6, 7, 8 AND 9 IN BLOCK E IN GALLAHER'S ADDITION, ALSO THAT PORTION OF VACATED WATER STREET LYING BETWEEN BLOCKS D AND E IN GALLAHER'S ADDITION; ALSO THE PENINSULA FORMING THE LAGOON EXTENDING EASTERLY INTO PEORIA LAKE ADJACENT TO SAID LOTS 8 AND 9 IN GALLAHER'S ADDITION; ALL SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-03-408-002

ADDRESS: 100 SPRING STREET, PEORIA, IL 61603

PARCEL 3

APPROXIMATELY THE SOUTHWESTERLY ONE HUNDRED FOUR (104) FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK E; ALSO, LOTS 1, 2 AND 3 IN BLOCK F ALL IN BRYANT'S ADDITION, AND ALSO THAT PORTION OF VACATED CAROLINE STREET LYING BETWEEN SAID LOT 11 IN BLOCK E AND SAID LOT 1 IN BLOCK F IN BRYANT'S ADDITION; ALL SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: PART OF 18-03-408-003
EXHIBIT 2

Legal Description

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK E; ALSO, LOTS 1, 2 AND 3 IN BLOCK F ALL IN BRYANT’S ADDITION, AND ALSO THAT PORTION OF VACATED CAROLINE STREET LYING BETWEEN SAID LOT 11 IN BLOCK E AND SAID LOT 1 IN BLOCK F IN BRYANT’S ADDITION; ALL SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS; EXCEPTING THEREFROM APPROXIMATELY THE SOUTHWESTERLY ONE HUNDRED FOUR (104) FEET THEREOF.

PIN: PART OF 18-03-408-003

JOHN BIRKET’S SUB NE 1/4 SEC 3-8-8E LOTS 16 THRU 18

PIN: 18-03-278-001

THAT PART OF BIRKET’S ADDN THAT LIES ELY OF LOTS F & G ADDN & LOTS F & G BIRKET’S ADDN

PIN: 18-03-426-001