

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**  
**Tuesday, May 7, 2013**

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### **Oath of Office**

Oaths of Office for newly elected officials: Mayor Scott Raes, Second Ward Alderman David C. Parker, Jr., Fourth Ward Alderman Dick Brown, Sixth Ward Alderman Kevin Schoonmaker, Alderman At-Large Stephanie Acri.

### **Mayor's Board Appointments**

Mayor's appointment of Don Welvaert to the Illinois Quad Cities Civic Center Authority to fill the unexpired term of Gene Blanc to expire May 31, 2014.

Mayor's reappointment of Hunt Harris to the Illinois Quad Cities Civic Center Authority for a full three year term to expire May 31, 2016.

### **Presentation**

Presentation of the New Rescue Boat – This will be on display at City Hall at 6:00 p.m. (Todd Allen, Battalion Chief)

Recognition and award to Lt. Bill Gramling for several years dedication to Operation Prom Night (Kim Hankins, Public Safety Director)

### **Proclamation**

A Proclamation from the Moline Fire Department to declare May 5-12 2013, as "Operation Prom Night Week."

A Proclamation from the Moline Water Department to declare May 5-11 2013, as "National Drinking Water Week."

### **Questions on the Agenda**

### **Agenda Items**

- 1. Purchase of a Compressed Natural Gas Vector Jetter-Vacuum Combination unit for the Water Pollution Control Division (JD Schulte, Fleet Services Manager)**
- 2. Authorization of Purchase Agreements to acquire properties adjacent to Green Valley Park; 6113 51 Avenue, Moline, IL (Chris Mathias, Property Management Coordinator)**
- 3. Agreement with John Rogers to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway. (Chris Mathias, Property Management Coordinator)**
- 4. Consideration of a Loan to American Dog QC, Inc. (Patrick Burke, Economic Development Manager)**
- 5. Hold Harmless & Indemnification Agreement (Kim Hankins, Public Safety Director)**
- 6. Other**

### **Informational**

Council Chambers – Audio/Visual (Nate Scott, Information Technology Manager)

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# Explanation

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**1. Approval of the purchase of a Compressed Natural Gas Vactor Jetter-Vacuum Combination unit for the Water Pollution Control Division from Coe Equipment Company (JD Schulte, Fleet Services Manager)**

**Explanation:** The Water Pollution Control Division uses combination Jetter-Vacuum units for maintenance of the storm and sanitary sewer systems. One of the current units has been in service since 2001 and has exceeded its reliable, useful life. This unit has been scheduled for replacement in 2013. After examining historical experience and usage data for this application, it has been determined that a fully dedicated Compressed Natural Gas (CNG) power train can meet the torque and horsepower needs of this unit. Compressed Natural Gas is an alternative fuel that provides efficient performance at a low cost and it burns cleaner than diesel fuel. Metrolink has a CNG fueling site at the Municipal Service Center and has agreed to sell CNG to the City of Moline. The combination unit specified is available for procurement as part of a joint purchasing agreement through the National Joint Purchasing Alliance (NJPA) active contract #031710-FSC. Staff recommends a joint purchase of one CNG Combination Vactor Jetter-Vacuum unit from Coe Equipment Company Rochester, Illinois for \$339,026.00 after trade in allowance. Additional documentation attached.

**Staff Recommendation:** Approval

**Fiscal Impact:** \$333,755.00 budgeted in Fleet Services #448-0867-437.07-03.  
\$4,000.00 Alternate Fuel Vehicle Rebate from Illinois EPA  
\$2,710.00 from Liability Fund #445-9966-415.03-22 for Camera System

**Public Notice/Recording:** N/A

**Goals Impacted:** A Great Place to Live & Financially Strong City.

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**2. Authorization of Purchase Agreements to acquire properties adjacent to Green Valley Park; 6113 51 Avenue, Moline, IL (Chris Mathias, Property Management Coordinator)**

**Explanation:** The City wishes to acquire additional property in the vicinity of Green Valley Park. 6113 and 6115 51<sup>st</sup> Avenue are located adjacent to Green Valley Park, west of the soccer fields. Staff is asking the Council to authorize the Mayor and City Clerk to enter into two separate purchase agreements. The city would purchase 6113 51<sup>st</sup> Avenue from Vernon Blankenship for \$24,000 and 6115 51<sup>st</sup> Avenue from Thomas Blankenship for \$24,000. The City is requiring that the Sellers demolish the existing structures on the properties after obtaining the required demolition permits and remove all debris before closing. Additional documentation attached.

**Staff Recommendation:** Approval

**Fiscal Impact:** Total of \$48,000 to purchase both lots. The Sellers will demolish the buildings and remove debris before the City takes ownership which will save the City a significant amount of money.

**Public Notice/Recording:** Deed to be recorded at closing.

**Goals Impacted:** Improved City Infrastructure & Facilities; A Great Place to Live

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**3. A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease and Concession Agreement with John Rogers d/b/a Roy's All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A) from May 14, 2013 through November 30, 2013. (Chris Mathias, Property Management Coordinator)**

**Explanation:** John Rogers d/b/a Roy's All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along a certain portion of Ben Butterworth Parkway described in **Exhibit "A."** The Park and Recreation Board of Directors supports having a vendor serving food and beverages from a mobile concession stand along the Parkway during warm months each year as a method of enhancing services for residents and visitors utilizing the Parkway. The Board approved this agreement for that purpose. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** City will receive \$600.00 income for the period.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Improved City Infrastructure & Facilities; A Great Place to Live

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**4. Consideration of a Loan to American Dog QC, Inc.** (Patrick Burke, Economic Development Manager)

**Explanation:** Richard and Ann Larson purchased 1628 15<sup>th</sup> Street Place (former Happy Dog Bakery) in order to expand their dog grooming and day care business. American Dog will provide facilities for six full time groomers, an exercise yard, kenneling and dog treat bakery. Within three years, there will be six to seven employees in addition to the groomers. Financing for the project is:

IH Mississippi Valley CU	\$199,000 (approved)
City of Moline	\$26,000 (pending, interest rate 4%, term: five years)
Owner Equity	\$25,000

The loan review committee recommended approval 4-0 April 30, 2013.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Revolving Loan Fund Program funds are available.  
**Public Notice/Recording:** A mortgage will be recorded at the RI County Recorder's Office.  
**Goal Impacted:** Strong Local Economy

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**5. Hold Harmless & Indemnification Agreement** (Kim Hankins, Public Safety Director)

**Explanation:** Two Moline police officers are members of the Illinois Law Enforcement Alarm System (ILEAS) regional Special Response Team (SRT). The SRT is a highly trained and skilled tactical team that serves as a resource for area ILEAS member agencies in handling specific incidents. In order for the officers to attend an Advanced Swat course scheduled for May 20-25, 2013, and June 24-25, 2013, ILEAS requires that a Hold Harmless and Indemnification Agreement be executed.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goal Impacted:** N/A

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City of Moline  
Department of Public Works  
3635 4<sup>th</sup> Ave.  
Moline, IL 61265  
Attn: J.D. Schulte Fleet Manager

5/3/13

The following is a guaranteed buyback for the New Vactor model 2110-15 Plus mounted on a New 2014 Freightliner 4x2 CNG Chassis.

Vactor serial # \_\_\_\_\_ (TBA)

In service date: \_\_\_\_\_ (TBA)

The **7-year** guaranteed buyback price for the Vactor listed above is \$ 130,218.00

The **10-year** guaranteed buyback price for the Vactor listed above is \$ 81,386.00

This price is not predicated on the city purchasing a new machine. The price takes into account normal wear and tear. The machine must be maintained with o.e.m. parts and must pass d.o.t. inspection and state of Illinois inspection. All original options and accessories must be included. The module and chassis must be in good working order.

Thank you,

A handwritten signature in cursive script that reads "Brad Franklin".

Brad Franklin  
Coe Equipment Inc.  
Sales/Service Rep

	A	B	C	D	E	F	G
1	<b>Lifecycle Cost Analysis Freightliner Model 114 Diesel versus CNG</b>						
2	<b>Universal Variable Data</b>			<b>Derived Values</b>		<b>FORMULA/SOURCE:</b>	
3	Target Months in Service:	156	Actual Months:	156	Actual Months in Service given the Maximum Replacement Mileage and Mileage-per-Month		
4	Target Replacement Mileage:	100,000	Actual Mileage:	99,996	Actual Miles at Replacement given the Maximum Service Months and Mileage-per-Month		
5	Expected Mileage-per-Month:	641	Daily Mileage:	21.1	Expected Average Miles-per-Month driven; Average Daily Miles driven given the Mileage-per-Month entered		
6	Annual Interest Rate:	2.50%	Monthly Interest:	0.208%	Annual Interest Rate/12-months		
9	Book Depreciation Rate:	1.67%			Rate currently used by Fleet Services		
10	Diesel Fuel Cost-per-Gallon:	\$ 3.76			Average price of fuel per gallon for Diesel Fuel (B20 ULSC)		
11	CNG Fuel Cost-per-Gallon:	\$ 0.84			Average price of fuel per gallon for Compressed Natural Gas (CNG)		
12	Estimated Personal Use:	0%			Percentage of personal use for which the employee reimburses the City		
14							
15		<b>Diesel Engine</b>	<b>CNG Engine</b>		Models being analyzed		
16	<b>Acquisition Cost</b>						
17	Factory Invoice Price	\$ 92,721.00	\$ 131,203.00		Price quoted by dealer		
19	AFV Rebate Illinois EPA	\$ -	\$ (4,000.00)		Illinois EPA Green Fleet Rebate for alternative vehicle purchase		
22	<b>Net Acquisition Cost</b>	<b>\$ 92,721.00</b>	<b>\$ 127,203.00</b>	<b>\$ -</b>	Invoice Price - Fleet Incentives		
23	<b>Fixed Costs</b>						
24	Effective Depreciation	\$ 83,449.00	\$ 114,083.00		Net Acquisition Cost - Projected Resale Price		
25	<i>Projected Resale Price</i>	\$ 9,272.00	\$ 13,120.00		Value anticipated from historic comparisons		
28	Cost of Money	\$ 6,344.78	\$ 8,704.34	\$ -	Cost of Money not invested for rate of return. (Year 1 interest + Year 2 interest + Year 3 interest + Year 4 interest + Year 5 interest)		
29	<i>Year 1</i>	\$ 2,105.11	\$ 2,887.99	\$ -	(Net Vehicle Cost * Year 1 Interest Factor) * Year 1 Total Months		
30	<i>Year 2</i>	\$ 1,640.58	\$ 2,250.70	\$ -	(Net Vehicle Cost * Year 2 Interest Factor) * Year 2 Total Months		
31	<i>Year 3</i>	\$ 1,176.05	\$ 1,613.41	\$ -	(Net Vehicle Cost * Year 3 Interest Factor) * Year 3 Total Months		
32	<i>Year 4</i>	\$ 711.52	\$ 976.12	\$ -	(Net Vehicle Cost * Year 4 Interest Factor) * Year 4 Total Months		
33	<i>Year 5</i>	\$ 711.52	\$ 976.12	\$ -	(Net Vehicle Cost * Year 5 Interest Factor) * Year 5 Total Months		
37	<i>Delivery Days</i>	180	180		Calendar days for guaranteed delivery		
40	<b>Total Fixed Cost:</b>	<b>\$ 89,793.78</b>	<b>\$ 122,787.34</b>	<b>\$ -</b>	Actual Depreciation + Interest + Build Time Delay Cost		
41	<b>Operating Costs</b>						
42	Total Fuel Cost	\$ 75,196.99	\$ 16,799.33		(Actual Miles/Estimated Miles-per-Gallon) * Fuel Cost-per-Gallon		
43	<i>Estimated Miles-per-Gallon</i>	5	5		Value from actual experience		
44	Total Maintenance Cost	\$ 79,996.80	\$ 69,997.20		Actual Mileage * Estimated Maintenance Cost-per-Mile		
45	<i>Estimated Maintenance Cost-per-Mile</i>	\$ 0.8000	\$ 0.7000		Value from actual experience (Insurance, license, maintenance, etc...)		
46	<b>Total Operating Cost:</b>	<b>\$ 155,193.79</b>	<b>\$ 86,796.53</b>	<b>\$ -</b>	Total Fuel Cost + Total Maintenance Cost		
47	<b>Personal Use Costs</b>						
48	Fixed Cost for Personal Use	\$ -	\$ -	\$ -	Total Fixed Cost * Estimated Personal Use		
49	Operating Cost for Personal Use	\$ -	\$ -	\$ -	Total Operating Cost * Estimated Personal Use		
50	<b>Total Personal Use Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	Fixed Cost for Personal Use + Operating Cost for Personal Use (amount to be reimbursed to City by employee)		
51							
52	<b>Total Lifecycle Cost:</b>	<b>\$ 244,987.57</b>	<b>\$ 209,583.87</b>	<b>\$ -</b>	Total Fixed Cost + Total Operating Cost - Total Personal Use Cost		
53	<b>Lifecycle Cost-per-Mile:</b>	<b>\$ 2.4500</b>	<b>\$ 2.0959</b>	<b>\$ -</b>	Total Lifecycle Cost / Actual Miles		
54							

<a href="#">Stations</a>	<a href="#">Other Programs</a>	<a href="#">Newsletters</a>	<a href="#">Clean Cities</a>	<a href="#">Contact</a>	<a href="#">Links</a>	<a href="#">Archives</a>	<a href="#">Rebates</a>
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Illinois Environmental Protection Agency



Pat Quinn, Governor

# Illinois Green Fleets

*"Green Environment, Green Energy, and Green Economics for a Green Illinois"*[Home](#)[Survey](#)[Program Info](#)[Green Fleets](#)[Stations](#)[Newsletters](#)[Clean Cities](#)[Contact](#)[Links](#)[Archives](#)[Rebates](#)

## Illinois Alternate Fuels Rebate Program

Program Summary &amp; Instructions

### (2) VEHICLE REBATE INFORMATION AND APPLICATION

#### Eligibility

- For the purchase of a new alternate fuel vehicle, such as a natural gas, propane, E85, electric, or hydrogen vehicle.

Note: "Pre-owned" vehicles (any vehicle that was previously titled), and leased vehicles are not eligible for a Vehicle Rebate.

- The vehicle must be purchased from an Illinois dealership and the purchase invoice must show that the business is located in Illinois. No out-of-state vehicle purchases are eligible. The only exception is for heavy-duty specialty vehicles (i.e., natural gas transit buses) in which an Illinois company does not sell that particular type of vehicle.
- New E85 FFVs that have a distinct "upcharge" for the E85 engine

Note: Consumers that pay extra for a new E85 vehicle because of the added cost of a flexible-fuel engine can apply for a Vehicle Rebate, in lieu of a Fuel Rebate, if they choose to do so. The MSRP information must distinctly itemize the additional cost of the E85 FFV engine, separate from other add-on options. If the E85 FFV engine is listed as part of an "upgrade package" with other add-on options reflected as one overall cost amount on the MSRP sticker, the vehicle will not be eligible for a Vehicle Rebate. Many E85 vehicles do not cost more than their gasoline-only counterparts and would not be eligible for a Vehicle Rebate.

#### Five Items You Need to Submit for a Vehicle Rebate

1. A completed [Vehicle Rebate Application](#) form.
2. A copy of the purchase invoice or bill of sale documenting the purchase of the alternate fuel vehicle.
3. "Proof of payment." Acceptable forms of "proof of payment" include a copy of the loan installment contract, or a copy of a canceled check (front and back).
4. A copy of the manufacturer's MSRP window sticker or other document from the dealership that shows the MSRP window sticker information.
5. Completed [W-9](#) form

## Vehicle Rebate Amounts

- For a new alternate fuel vehicle that has a conventional gasoline or diesel make and model counterpart, the amount of the rebate is 80 percent of the incremental cost of the alternate fuel vehicle versus its conventional counterpart (same make, model, and model year) **up to \$4,000**.
- For a new alternate fuel vehicle that does not have a conventional make and model counterpart, but does have an increased cost due to the alternate fuel engine/motor and fuel system versus a comparable conventional engine/motor, the amount of the rebate is 10 percent of the base retail price of the vehicle as reflected on the MSRP ("base MSRP"), not including add-on equipment options, **up to \$4,000**. At the current time, the only vehicles in which the 10 percent of the base MSRP is used to establish the rebate amount are electric vehicles.

## Application Deadline for a Vehicle Rebate

Vehicle Rebate applications are due 12 months after the date of vehicle purchase. The postmark date must be by the last day of the twelfth month after the purchase date (i.e., a vehicle purchased on August 23, 2012 must have its application postmarked by August 31, 2013).

## Timing of Vehicle Rebate Issuances

The Illinois EPA processes Vehicle Rebate applications twice per year. Applications that are postmarked February 1 - June 30 will be processed **starting July 1**. Applications postmarked July 1 - January 31 will be processed **starting February 1**. Please note that, due to the significant number of applications we receive and the need to request additional information from some applicants, it may take up to five months after the processing starting date to complete the review and rebate issuances for all eligible applications. In addition, the timing of rebate issuances is dependent on funding availability in the Alternate Fuels Fund.



City of Moline  
Department of Public Works  
3635 4<sup>th</sup> Ave.  
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Attn: J.D. Schulte Fleet Manager

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Thank you,

Brad Franklin  
Coe Equipment Inc.  
Sales/Service Rep

EXHIBIT "A"



1 inch = 50 feet

(Seller) BLANKSHIP

The undersigned (Buyer) CITY OF MOHAWE (MUNICIPAL CORP)

hereby offers to purchase for the total sum of \$ 20,000 ~~24,000~~ the real estate located at: 6113 51ST RD MOHAWE, IL 61265 4/22/13 VAB 4-9-13

and legally described as follows: LOT 12, CODEMAKERS 2ND SUB DIV

**Earnest Money**

Buyer hereby deposits the sum of \$ NONE in the form of [ ] cash [ ] check, in escrow with \_\_\_\_\_ ("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties, and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. **Earnest money will not automatically be returned or paid to any party.** In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows:

A. By payment of the sum of \$ 20,000 ~~24,000~~ at closing, with evidence of such funds to be provided to Seller within \_\_\_\_\_ business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

N/A B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by \_\_\_\_\_, 20\_\_\_\_ a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a \_\_\_\_\_ written loan commitment on the property in the amount of \_\_\_\_\_ no later than \_\_\_\_\_. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions: SUBJECT

TO SELLER REMOVING ALL BUILDINGS & PROPERTY OFF SITE PRIOR TO CLOSING. SUBJECT TO CITY COUNCIL APPROVAL BY MAY 15, 2013. CITY COUNCIL REQUEST CITY PERMITS FOR DEMOLITION BY SELLER.

CM Buyer's Initial(s)

VAB Seller's Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

VAB  
4-22-13

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than 5.31, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than CLOSING. Per diem liquidated damages in the amount of \$ 20.- shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

N/A 2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at \_\_\_\_\_ by 12:00 midnight on \_\_\_\_\_, 20\_\_\_\_ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within \_\_\_\_\_ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

N/A 3. **Option Hour Clause.** Due to the \_\_\_\_\_ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have \_\_\_\_\_ hours, inclusive of weekends and holidays, from the time notification is received to eliminate \_\_\_\_\_ contingency to their offer. If the above Buyer fails to eliminate said contingency within the \_\_\_\_\_ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

N/A 4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

N/A 5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. **Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.**

CM Buyer's Initial(s)      VAR Seller's Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
  - B. Other income and operation expenses, if any, at date of closing;
  - C. Proration of LP tank rental and remaining gas at date of possession;
  - D. Fees related to property (ie. Association fees, water fees) at date of possession.
8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

**Buyer to check 1 or 2**

1. "As Is" condition.
- N/A* 2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) \_\_\_\_\_.
- In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for \_\_\_\_\_ days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. **Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency.** Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

Type of Inspection	To be paid by:	Type of Inspection	To be paid by:	Type of Inspection	To be paid by:
<input type="checkbox"/> Asbestos	_____	<input type="checkbox"/> Pool	_____	<input type="checkbox"/> Survey	_____
<input type="checkbox"/> Central Air	_____	<input type="checkbox"/> Radon	_____	<input type="checkbox"/> Well Water Test	_____
<input type="checkbox"/> Electrical	_____	<input type="checkbox"/> Roof-Shingles	_____	<input type="checkbox"/> Well	_____
<input type="checkbox"/> Flood Certification	_____	<input type="checkbox"/> Entire Roof	_____	<input type="checkbox"/> Whole House with Radon	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Septic	_____	<input type="checkbox"/> Whole House without Radon	_____
<input type="checkbox"/> Furnace	_____	<input type="checkbox"/> Septic opening and closing both inlet and outlet	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

- Buyer waives all inspections
- Buyer waives all inspections except Wood Infestation Inspection.

10. **Home Warranty.**

- N/A* 1. It is agreed to that the \_\_\_\_\_ (Seller/Buyer) shall provide a one (1) year \_\_\_\_\_ Home Warranty policy on the property at a cost of \$ \_\_\_\_\_.
- ✓* 2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

*[Signature]*  
Initial(s)

Buyer's

*[Signature]*  
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. \_\_\_\_\_ (Buyer) B. \_\_\_\_\_ (Seller) C.  (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ \_\_\_\_\_.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings, all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

None

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. **Seller agrees to remove all debris and all personal property not included herein from the property by possession date.**

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:

- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
- (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.

  
\_\_\_\_\_  
Initial(s)

Buyer's

  
\_\_\_\_\_  
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

15. **Insurance/Risk of Loss.** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations.** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract.** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies.**
- (a) If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
  - (b) In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
  - (c) In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice.** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- (a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
  - (b) By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
  - (c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission.** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

 Buyer's  
Initial(s)

 Seller's  
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

21. **General Provisions.**  
(a) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing.

(b) Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Other Provisions.** All other provisions, if any, shall be by addendum/rider in this Agreement. Addendum/riders attached:

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23. **Acceptance.** When accepted, this Agreement shall become a binding Contract for the sale and purchase of the above described property. If this Agreement is not accepted by the Seller on or before PRESENTATION, it shall become null and void and the Earnest Money shall be refunded to Buyer without liability on the part of said agent to either party.

**This is a legally binding Contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside all signatures.**

**SELLER HEREBY**

Accepts

Rejects

**Counters** – in the event of counters all parties agree to initial and date all changes to the contract and/or to execute and attach Addendums/Riders/Amendments to this purchase agreement.

Date of Final Acceptance by all parties \_\_\_\_\_, 20\_\_\_\_\_  
Agent representing the party executing final acceptance shall provide the date upon which the parties agreed to all terms.

[Signature] \_\_\_\_\_  
Buyer Date 4/9/13

Chris Mathias  
Buyer Printed Name

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
Buyer Address

\_\_\_\_\_  
Buyer City, State, Zip

[Signature] \_\_\_\_\_  
Seller Date 4-9-13

Vern Blankenship  
Seller Printed Name

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Printed Name

825-15th street  
Seller Address

Moline, IL 61265  
Seller City, State, Zip



<b>MLS #:</b> 4140170	<b>St:</b> Active	<b>Cat:</b> Lots/Acres/Farms	<b>LP:</b> \$20,000
<b>Area:</b> 43 Moline	<b>Type:</b> Lots		
<b>Addr:</b> 6113 51ST AVE		IL	<b>Zip Code:</b> 61265
<b>City:</b> Moline			<b>Cnty:</b> Rock Island
<b>Subd:</b> Covermakers			
<b>Lot Size:</b> 70 x 150		<b>Total Acres:</b>	
<b>Ann Taxes:</b> \$503.68 / 2011		<b># of Lots:</b>	
<b>Exemptions:</b>		<b>Zoning:</b> Residential	
<b>Elem School:</b>			
<b>Middle School:</b>			
<b>High School:</b> Moline			
<b>Parcel ID:</b> 077964			
<b>Legal:</b> Lot 12, Covermakers 2nd Sub Div			

**Virtual Tour**

**Directions:** South on 60th St off John Deere Rd to 51st Ave.

<b>Ann Mand HOA Fee:</b>	<b>Certificate of Zoning:</b>	<b>Flood Insurance:</b> Yes
<b>Tillable Acres:</b>	<b>Corn Suitability Rating/PI:</b>	<b>CRP:</b>
<b>Pasture Acres:</b>		
<b>Zoned residential.</b>		
<b>Lot Description:</b> Level		
<b>Land/Topography:</b> Level		
<b>Road/Access:</b> Gravel		
<b>Miscellaneous:</b> Close to Shopping		
<b>Utilities Available:</b> Electricity		
<b>Water/Sewer:</b> No Sewer, No Water		
<b>Bldg Improvements:</b> Other Building Imprvmnts		
<b>Association Fee Incl:</b>		
<b>Financing:</b> Cash	<b>Possession:</b> At Closing	
<b>Showing:</b> Call Listing Agent	<b>Info. On</b> Plat in Office	
<b>Owner:</b> Blankenship	<b>Phone:</b>	<b>Also Ref MLS#:</b>
<b>LO:</b> <a href="#">Barker Roche Real Estate</a>	Office: (309) 762-6142	<b>Fax:</b> 309 762 6322
<b>LA:</b> <a href="#">Shirley Barker</a>	Home: (309) 762-6142	<b>Appt:</b>
<b>LA Email:</b> <a href="mailto:barkersells@mchsi.com">barkersells@mchsi.com</a>		<b>Cell:</b>
<b>CLA:</b>	<b>CLO:</b>	<b>Cell:</b> LD: 1/17/2013
<b>OLA:</b>	<b>OLC</b>	<b>Cell:</b> XD: 1/17/2014
<b>Compensation:</b> 2.80	<b>Dual/Var:</b> No	<b>List Type:</b> Exclusive Right to Sell
<b>Original Price:</b> \$28,000	<b>Selling Agent:</b>	<b>Co-Selling Agent:</b>
<b>Sold Price:</b>	<b>Selling Office:</b>	<b>Co-Selling Office:</b>
<b>Closing Date:</b>	<b>Contract Date:</b>	<b>DOM:</b> 82 <b>How Sold:</b>
		<b>Concessions:</b>

This information is deemed reliable, but not guaranteed. Copyright: 2004 QCARA

# Disclosure of Information & Acknowledgment Form - Lead-Based Paint and/or Lead-Based Paint Hazards -

(Seller(s) must read, initial and sign prior to signing Listing Agreement. Purchaser(s) must read, initial and sign prior to signing Purchase Agreement. Seller and Purchaser agree that this form shall be an attachment to any Purchase Agreement between them for this property.)

Property Address: 6113 - 51ST AVE Moline, IL 61205

**LEAD WARNING STATEMENT:**

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (Seller(s) MUST Initial Both A and B, and Check (i) or (ii) under Both A and B):**

- UAS A. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
I have no knowledge of lead UAS
  - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- UAS B. Records and Reports available to the Seller (check (i) or (ii) below):
- (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGMENT (Purchaser(s) MUST Initial C and Check (i) or (ii) under C. Purchaser(s) MUST Initial Both D and E and Check (i) or (ii) under E):**

- UAS C.  (i) Purchaser has received copies of all information listed above, OR  (ii) No records or reports were available.
- UAS D. Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- UAS E. Purchaser has (check (i) or (ii) below):
- (i) Received a 10 calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
  - (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT (Listing Agent (LA) and Selling Agent (SA) MUST Initial as Noted):**

- SB F. Listing Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
- SB / Q G. The Listing Agent and Selling Agent whose initials appear on this form have assured compliance with the Lead-Based Paint Disclosure requirements by the use and completion of this disclosure form.

**CERTIFICATION OF ACCURACY:**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] Seller Date 1-17-13

[Signature] Listing Agent Date 1/17/13

[Signature] Purchaser Date 4/9/13

[Signature] Purchaser / Selling Agent Date 4.9.13



**Quad City Area REALTOR® Association**  
**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
 (For Residential Real Property Sales or Purchases in Illinois)



Property Address: 6113-51ST AVE Moline, IL 61265  
 (Seller(s): Please print property address including City, State and Zip Code)

**Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

**Seller's Disclosure (initial each of the following which applies)**

\_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

\_\_\_\_\_ (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

VAB (c) Seller has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

VAB (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (initial each of the following which applies)**

UM (e)  (i) Purchaser has received copies of all reports listed above.  
 (ii) No records or reports were available.

CM (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (initial if applicable)**

AB (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

[Signature] \_\_\_\_\_ 1-17-13  
 Seller Date

[Signature] \_\_\_\_\_ 4/9/13  
 Seller Date

[Signature] \_\_\_\_\_ 1/17/13  
 Purchaser Date

[Signature] \_\_\_\_\_ 4-8-13  
 Purchaser Date

[Signature] \_\_\_\_\_  
 Agent Date

[Signature] \_\_\_\_\_  
 Agent Date



QUAD CITY AREA REALTOR® ASSOCIATION



MOLD DISCLOSURE

Printed Name(s) of Seller(s) Vernon A. Blankenship

Printed Name(s) of Buyer(s) \_\_\_\_\_

Property Address 6113-51ST AVE Moline, IL 61265

Seller's Initials

VAB

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

- a. The Property described herein  has  has not been previously tested for molds;  
Note: If answer to a. is "has not", then skip b, and c, and go to Section #2.  
If answer to a. is "has", then complete b, and c.
- b. The molds found  were  were not identified as toxic molds;
- c. With regard to any molds that were found, measures  were  were not taken to remove those molds.

Buyers Initials

MM

2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

Buyers Initials

MM

3. **HOLD HARMLESS.** Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold DARNEE KOCHER REAL ESTATE, SHIRLEY KOCHER BARKER (print names of Brokers and Designated Agents)

harmless in the event any mold is present on the Property.

Buyers Initials

MM

Seller's Initial

VAB

4. Seller and Buyer have read this Mold Disclosure and by their signature hereon acknowledge receipt of a copy thereof.

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: Vernon A. Blankenship Date: 1-17-13

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: MM Date: 4/9/13

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



# Quad City Area REALTOR® Association IL RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6113-51ST AVE  
 City, State & Zip Code: Moline, IL 61265  
 Seller's Name: JE A Bly

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of Jan. 17, 2013 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES                      | NO                       | N/A                                 |  |
|--------------------------|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges).   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. I am aware of material defects in the walls or floors.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. I am aware of material defects in the electrical system.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. I am aware of boundary or lot line disputes.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:  
I the seller have never occupied property

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: JE A Bly Date: 1-17-13  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 4/9/13 Time: \_\_\_\_\_  
 Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

1) personal or facsimile delivery to the prospective buyer;

2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or

3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

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Quad City Area REALTOR® Association  
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE



and  
CONSENT TO DUAL AGENCY

Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with DEBRA KOCHER as

its Appointed/Designated Agent to represent CITY OF MOULDER

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
  - A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
  - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
  - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
    - 1. Material adverse facts known by the party.
    - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
    - 3. Material adverse facts the disclosure of which is prohibited by law.
  - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
  - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

- In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):
  - A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
  - B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
  - C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
  - D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above, EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/Designated Agency policy and the designation of DEBRA KOCHER as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

Chris Matthias  
 Printed Name  
[Signature]  
 Signature Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature Date

Appointed/Designated Agent's Signature

DEBRA KOCHER  
 Printed Name  
[Signature]  
 Signature Date 4-9-13

# REAL ESTATE PURCHASE AGREEMENT

For the Exclusive Use of Members of the Quad City Area REALTOR® Association  
This is a legally binding contract when fully executed by all parties.

Date Agreement Written: 4.9.13

Listing Agent: SHIRLEY BARKER

Office: BARKER ROOPE

Buyer's Agent: DEBRA ROOPE

Office: BARKER ROOPE

### Disclosure Confirmations:

A. **Agency.** An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

### CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to \_\_\_\_\_ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

\_\_\_\_\_  
Buyer Initial                      Date

\_\_\_\_\_  
Seller Initial                      Date

\_\_\_\_\_  
Buyer Initial                      Date

\_\_\_\_\_  
Seller Initial                      Date

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. **Seller Property Disclosure.** If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer  has  has not received and read Seller's Property Disclosure Statement.  Not Applicable

C. **Lead-Based Paint Disclosure.** If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer  has  has not received and read the above described documents.  Not Applicable

D. **Illinois Radon Disclosure.** (for Illinois properties only) By signing below, Buyer confirms that Buyer  has  has not received and read radon disclosure.  Not Applicable

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature]                      4/9/13  
Buyer                                      Date

[Signature]                      4-9-13  
Seller                                      Date

\_\_\_\_\_  
Buyer                                      Date

\_\_\_\_\_  
Seller                                      Date



**Quad City Area REALTOR® Association  
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE  
and  
CONSENT TO DUAL AGENCY**



Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with DEBRA KOEHE as its Appointed/Designated Agent to represent CITY OF MOUNE MUNICIPAL CORP

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

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    - 1. Material adverse facts known by the party.
    - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
    - 3. Material adverse facts the disclosure of which is prohibited by law.
  - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
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- C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
- D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

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**IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.**

**Client's Signature(s):**

Chris Mathias  
Printed Name  
[Signature]  
Signature Date

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature Date

**Appointed/Designated Agent's Signature**

DEBRA KOEHE  
Printed Name  
[Signature] 4-9-13  
Signature Date

**REAL ESTATE PURCHASE AGREEMENT**  
 For the Exclusive Use of Members of the Quad City Area REALTOR® Association  
**This is a legally binding contract when fully executed by all parties.**

Date Agreement Written: 4.9.13

Listing Agent: SHIRLEY BARKER

Office: BARKER ROCHE

Buyer's Agent: DEBRA ROCHE

Office: BARKER ROCHE

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**CHECK ONE:**

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to \_\_\_\_\_ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

\_\_\_\_\_  
 Buyer Initial                      Date

\_\_\_\_\_  
 Seller Initial                      Date

\_\_\_\_\_  
 Buyer Initial                      Date

\_\_\_\_\_  
 Seller Initial                      Date

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The Listing Agent is representing the Seller only.

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E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature]                      4/9/13  
 Buyer                                      Date

[Signature]                      4-9-13  
 Seller                                      Date

\_\_\_\_\_  
 Buyer                                      Date

\_\_\_\_\_  
 Seller                                      Date

(Seller) BLANKENSHIP 4/22/13  
CM JB

The undersigned (Buyer) CITY OF MOLINE

hereby offers to purchase for the total sum of \$ 20,000 ~~24,000~~ the real estate located at:  
6115 51ST AVE MOLINE, IL 61265

and legally described as follows:  
LOT 13, COOEMAKERS 2ND SUBDIV

**Earnest Money**  
Buyer hereby deposits the sum of \$ None in the form of [ ] cash [ ] check, in escrow with \_\_\_\_\_

("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties, and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. **Earnest money will not automatically be returned or paid to any party.** In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows: 24,000 CM what is 4-22-13 JB

A. By payment of the sum of \$ 20,000 at closing, with evidence of such funds to be provided to Seller within \_\_\_\_\_ business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

N/A B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by \_\_\_\_\_, 20\_\_\_\_ a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a \_\_\_\_\_ written loan commitment on the property in the amount of \_\_\_\_\_ no later than \_\_\_\_\_. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions: SUBJECT

TO SELLER REMOVING ALL BUILDINGS & PROPERTY OFF SITE PRIOR TO CLOSING. SUBJECT TO CITY COUNCIL APPROVAL BY MAY 15, 2013 CITY COUNCIL REQUEST CITY PERMITS FOR DEMOLITION BY SELLER.

CM Buyer's Initial(s)      JB Seller's Initial(s)      (Buyer(s) and Seller(s) acknowledge that they have read this page.) JB  
4-22-13

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than 5.31, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than Closing. Per diem liquidated damages in the amount of \$ 20. shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

N/A 2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at \_\_\_\_\_ by 12:00 midnight on \_\_\_\_\_, 20\_\_\_\_ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within \_\_\_\_\_ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

N/A 3. **Option Hour Clause.** Due to the \_\_\_\_\_ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have \_\_\_\_\_ hours, inclusive of weekends and holidays, from the time notification is received to eliminate \_\_\_\_\_ contingency to their offer. If the above Buyer fails to eliminate said contingency within the \_\_\_\_\_ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

N/A 4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

N/A 5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. **Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.**

AM Buyer's  
Initial(s)

B Seller's  
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
  - B. Other income and operation expenses, if any, at date of closing;
  - C. Proration of LP tank rental and remaining gas at date of possession;
  - D. Fees related to property (ie. Association fees, water fees) at date of possession.

8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

**Buyer to check 1 or 2**

1. "As Is" condition.
2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) \_\_\_\_\_.
- In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for \_\_\_\_\_ days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

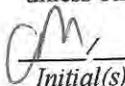
9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. **Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency.** Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

Type of Inspection	To be paid by:	Type of Inspection	To be paid by:	Type of Inspection	To be paid by:
<input type="checkbox"/> Asbestos	_____	<input type="checkbox"/> Pool	_____	<input type="checkbox"/> Survey	_____
<input type="checkbox"/> Central Air	_____	<input type="checkbox"/> Radon	_____	<input type="checkbox"/> Well Water Test	_____
<input type="checkbox"/> Electrical	_____	<input type="checkbox"/> Roof-Shingles	_____	<input type="checkbox"/> Well	_____
<input type="checkbox"/> Flood Certification	_____	<input type="checkbox"/> Entire Roof	_____	<input type="checkbox"/> Whole House with Radon	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Septic	_____	<input type="checkbox"/> Whole House without Radon	_____
<input type="checkbox"/> Furnace	_____	<input type="checkbox"/> Septic opening and closing both inlet and outlet	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

- Buyer waives all inspections
- Buyer waives all inspections except Wood Infestation Inspection.

10. **Home Warranty.**

1. It is agreed that the \_\_\_\_\_ (Seller/Buyer) shall provide a one (1) year \_\_\_\_\_ Home Warranty policy on the property at a cost of \$ \_\_\_\_\_.
2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

 Buyer's  
Initial(s)

 Seller's  
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. \_\_\_\_\_ (Buyer) B. \_\_\_\_\_ (Seller) C.  (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ \_\_\_\_\_.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings, all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

None

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:
- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
  - (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.

 Buyer's  
Initial(s)

 Seller's  
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

15. **Insurance/Risk of Loss.** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations.** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract.** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies.**
- If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
  - In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
  - In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice.** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
  - By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
  - Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission.** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

  
Initial(s) Buyer's

  
Initial(s) Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)





QUAD CITY AREA REALTOR® ASSOCIATION



MOLD DISCLOSURE

Printed Name(s) of Seller(s) THOMAS M. BLANKENSHIP

Printed Name(s) of Buyer(s) \_\_\_\_\_

Property Address 6115 51st AVE MOLLINA IL 61265

Seller's Initials

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:
- a. The Property described herein  has  has not been previously tested for molds;  
 Note: If answer to a. is "has not", then skip b, and c, and go to Section #2.  
 If answer to a. is "has", then complete b, and c.
  - b. The molds found  were  were not identified as toxic molds;
  - c. With regard to any molds that were found, measures  were  were not taken to remove those molds.

Buyers Initials

2. **MOLD INSPECTIONS.** Molds, funguses, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

Buyers Initials

3. **HOLD HARMLESS.** Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold DARKER ROENE REAL ESTATE SHIRLEY ROCHER DARKER (print names of Brokers and Designated Agents) harmless in the event any mold is present on the Property.

Buyers Initials

4. Seller and Buyer have read this Mold Disclosure and by their signature hereon acknowledge receipt of a copy thereof.

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: [Signature] Date: 1-17-13  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
 Buyer: [Signature] Date: 4/9/13  
 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



<b>MLS #:</b> 4140169	<b>St:</b> Active	<b>Cat:</b> Lots/Acres/Farms	<b>LP:</b> \$24,750
<b>Area:</b> 43	Moline	<b>Type:</b> Lots	
<b>Addr:</b> 6115 51ST AVE			
<b>City:</b> Moline		IL	<b>Zip Code:</b> 61265
<b>Subd:</b> Covemakers			<b>Cnty:</b> Rock Island
<b>Lot Size:</b> 70 x 150		<b>Total Acres:</b>	
<b>Ann Taxes:</b> \$856.28	/ 2011	<b># of Lots:</b>	
<b>Exemptions:</b>		<b>Zoning:</b> Residential	
<b>Elem School:</b>			
<b>Middle School:</b>			
<b>High School:</b> Moline			
<b>Parcel ID:</b> 077965			
<b>Legal:</b> Lot 13, Covemakers 2nd Sub Div			

**Virtual Tour**

**Directions:** South on 60th ST off John Deere Rd to 51st Ave

<b>Ann Mand HOA Fee:</b>	<b>Certificate of Zoning:</b>	<b>Flood Insurance:</b> Yes
<b>Tillable Acres:</b>	<b>Corn Suitability Rating/PI:</b>	<b>CRP:</b>
<b>Pasture Acres:</b>		
<b>Zoned residential with well.</b>		
<b>Lot Description:</b> Level		
<b>Land/Topography:</b> Level		
<b>Road/Access:</b> Gravel		
<b>Miscellaneous:</b>		
<b>Utilities Available:</b> Electricity/Underground		
<b>Water/Sewer:</b> Common Well		
<b>Bldg Improvements:</b> Other Building Imprvmnts		
<b>Association Fee Incl:</b>		
<b>Financing:</b> Cash	<b>Possession:</b> At Closing	
<b>Showing:</b> Call Listing Agent	<b>Info. On:</b> Plat in Office	
<b>Owner:</b> Blankenship	<b>Phone:</b>	<b>Also Ref MLS#:</b>
<b>LO:</b> <a href="#">Barker Roche Real Estate</a>	Office: (309) 762-6142	<b>Fax:</b> 309 762 6322
<b>LA:</b> <a href="#">Shirley Barker</a>	Home: (309) 762-6142	<b>Appt:</b>
<b>LA Email:</b> <a href="mailto:barkersells@mchsi.com">barkersells@mchsi.com</a>		<b>Cell:</b>
<b>CLA:</b>	<b>CLO:</b>	<b>Cell:</b> LD: 1/17/2013
<b>OLA:</b>	<b>OLC:</b>	<b>Cell:</b> XD: 1/17/2014
<b>Compensation:</b> 2.80	<b>Dual/Var:</b> No	<b>List Type:</b> Exclusive Right to Sell
<b>Original Price:</b> \$24,750	<b>Selling Agent:</b>	<b>Co-Selling Agent:</b>
<b>Sold Price:</b>	<b>Selling Office:</b>	<b>Co-Selling Office:</b>
<b>Closing Date:</b>	<b>Contract Date:</b>	<b>DOM:</b> 82 <b>How Sold:</b>
		<b>Concessions:</b>

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Quad City Area REALTOR® Association  
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE



and  
CONSENT TO DUAL AGENCY

Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with SHIRLEY ROCHE BARKER as its Appointed/Designated Agent to represent THOMAS M BLANKENSHIP

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
  - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
  - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
    - 1. Material adverse facts known by the party.
    - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
    - 3. Material adverse facts the disclosure of which is prohibited by law.
  - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
  - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

- In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):
- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
  - B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
  - C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
  - D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above. EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of SHIRLEY ROCHE BARKER as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

THOMAS M. BLANKENSHIP

Printed Name

Thomas M. Blankenship 1/16/13

Signature

Date

Printed Name

Signature

Date

Appointed/Designated Agent's Signature

SHIRLEY ROCHE BARKER

Printed Name

Shirley Roche Barker 1/17/2013

Signature

Date

# Disclosure of Information & Acknowledgment Form - Lead-Based Paint and/or Lead-Based Paint Hazards -

(Seller(s) must read, initial and sign prior to signing Listing Agreement. Purchaser(s) must read, initial and sign prior to signing Purchase Agreement. Seller and Purchaser agree that this form shall be an attachment to any Purchase Agreement between them for this property.)

Property Address: 6115 51st AVE MOUND, FL 32655

### LEAD WARNING STATEMENT:

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (Seller(s) MUST Initial Both A and B, and Check (i) or (ii) under Both A and B):**

TB 1  A. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):  
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

TB 1  (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 B. Records and Reports available to the Seller (check (i) or (ii) below):  
 (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGMENT (Purchaser(s) MUST Initial C and Check (i) or (ii) under C. Purchaser(s) MUST Initial Both D and E and Check (i) or (ii) under E):**

CM 1  C.  (i) Purchaser has received copies of all information listed above, OR  
 (ii) No records or reports were available.

CM 1  D. Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

CM 1  E. Purchaser has (check (i) or (ii) below):  
 (i) Received a 10 calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR  
 (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT (Listing Agent (LA) and Selling Agent (SA) MUST Initial as Noted):**

SKB LA  F. Listing Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

SB SA  G. The Listing Agent and Selling Agent whose initials appear on this form have assured compliance with the Lead-Based Paint Disclosure requirements by the use and completion of this disclosure form.

### CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Thomas W. ... 1-16-13  
 Seller Date

[Signature] 4/2/13  
 Purchaser Date

[Signature] 4/17/2013  
 Listing Agent Date

[Signature] 4.9.13  
 Selling Agent Date



**Quad City Area REALTOR® Association**  
**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
 (For Residential Real Property Sales or Purchases in Illinois)



Property Address: 6115 51st AVE T.B. IL 61765  
 (Seller(s): Please print property address including City, State and Zip Code)

**Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

**Seller's Disclosure (initial each of the following which applies)**

- /   (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- /   (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- T.B. / (c) Seller has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- T.B. / (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (initial each of the following which applies)**

- CM (e)  (i) Purchaser has received copies of all reports listed above.  
 (ii) No records or reports were available.
- WM (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (initial if applicable)**

- SRB (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

<u>Thomas Becker</u>	<u>1-17-13</u>	<u>[Signature]</u>	<u>4/9/13</u>
Seller	Date	Buyer	Date
<u>Shirley Rene Becker</u>	<u>1/17/13</u>	<u>[Signature]</u>	<u>4-9-13</u>
Agent	Date	Agent	Date

BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6115 51st. AVE, 1  
 City, State & Zip Code: MOHILE IL 61265  
 Seller's Name: Thomas Blankenship

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 1-17, 2013, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES                          | NO                       | N/A                                 |  |
|------------------------------|--------------------------|-------------------------------------|--|
| 1. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.)  |
| 2. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement.  |
| 3. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.  |
| 4. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges).  |
| 5. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney.  |
| 6. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the walls or floors.   |
| 7. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the electrical system.   |
| 8. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).    |
| 9. <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the well or well equipment.  |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe conditions in the drinking water.   |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove.  |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises.  |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.           |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects.   |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of underground fuel storage tanks on the property.  |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of boundary or lot line disputes.   |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                    |
| 23. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

THE SELLER HAVE NOT OCCUPIED THIS PROPERTY, USED AS STORAGE

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Thomas Blankenship Date: 1-17-13  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT "A"

### LEASE AND CONCESSION AGREEMENT

**THIS LEASE AND CONCESSION AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

WHEREAS, Owner seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Ben Butterworth Parkway; and

WHEREAS, Owner has determined having a means of providing food and beverages to Individuals utilizing a certain portion of Ben Butterworth Parkway would be a service enhancement; and

WHEREAS, Owner has determined having a vendor serve food and beverages from a mobile food unit or pushcart from April through November each year is the most appropriate means of providing such a service; and

WHEREAS, Owner is not in the business of nor does it have the personnel necessary to operate a food and beverage service; and

WHEREAS, Vendor is a mobile food unit or pushcart operator and has a positive working history with Owner; and

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway subject to the terms, conditions, restrictions, limitations and reservations stated herein.

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

#### 1. DEFINITIONS

- a) Premises: Portions of Ben Butterworth Parkway being more particularly described in **Exhibits "1,"** and **"1-A,"** attached hereto and incorporated herein.
- b) Service(s)/Operation(s): The sale of Owner approved food and beverages from a mobile food unit or pushcart by Vendor.
- c) Vendor Property: All property provided by Vendor for the Operation including but not limited to the mobile food unit or pushcart, food and beverages.

## **EXHIBIT "A"**

### **2. USE**

- a) Owner shall lease the Premises to Vendor solely for the sale of Owner approved food and beverages from a mobile food unit or pushcart to the public. All food and beverages sold shall be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Vendor shall operate under the name "Roy's All Fed Up, Inc."
- c) Vendor's shall offer services seven days a week from 10:00 a.m. until 4:00 p.m. weather permitting. Vendor may offer extended serves from 4:00 p.m. until dusk at Vendor's discretion.

### **3. VENDOR'S RESPONSIBILITIES.**

- a) The Parties agree that Vendor is an independent contractor. Vendor shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Vendor and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Vendor shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Vendor acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Vendor shall be responsible for all Vendor Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Vendor shall keep any mobile food unit or pushcart utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Vendor agrees to provide Services to the public without discrimination other than that permitted by law. Discrimination by Vendor in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Vendor shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, including but not limited to meeting the requirements for food and beverage permits or licenses.

## EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Vendor's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.
  - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
  - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
  - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$100.00 per month due on or before the fifth day of each month during the lease term.
  - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
  - c) Payments shall be made to the City of Moline Finance Department 1630 8<sup>th</sup> Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on May 14, 2013 (hereinafter "Commencement Date") and shall continue through November 30, 2013. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

## EXHIBIT "A"

- b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.

### 6. HOLD HARMLESS/INDEMNIFY.

- a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.
- b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

### 7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.
- c) Name Owner as an additional insured party.

**EXHIBIT "A"**

- d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
- g) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

To the extent required by law, Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.

8. **NOTICES.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or
  - b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:  
Laura Duran  
Park & Recreation Director  
City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

Vendor:  
Roy's All Fed Up, Inc.  
attn: John Rogers  
2504 18<sup>th</sup> Avenue, Apt. D  
Rock Island, IL 61201

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good a condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.

## **EXHIBIT "A"**

11. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
15. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
  - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
  - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
  - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

**IN WITNESS WHEREOF**, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**EXHIBIT "A"**

**CITY OF MOLINE, ILLINOIS  
(OWNER)**

**ROY'S ALL FED UP, INC.  
(VENDOR)**

**By:** \_\_\_\_\_  
Scott Raes, Mayor

**BY:** \_\_\_\_\_  
John Rogers, \_\_\_\_\_  
Print Title

**BY:** \_\_\_\_\_  
Roger Clawson, President  
Parks and Recreation Board

**ATTEST:**

\_\_\_\_\_  
Tracy Koranda, City Clerk

**DATE:** \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**EXHIBIT "1"**  
**DESCRIPTION**

A portion of Ben Butterworth Parkway described as follows: Beginning at the northeast corner of the easternmost parking lot located on RICO Parcel MO-2644-A and commencing northwest 180 feet more or less following the northern edge of said parking lot; thence north 15 feet to the southern edge of the Ben Butterworth Parkway trail; thence east 177 feet more or less following the southern edge of the Ben Butterworth Parkway trail; thence south 60 feet more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

**SEE ATTACHED DIAGRAM**  
**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

# Exhibit "1-A"



## **EXHIBIT "2"**

### **RULES AND REGULATIONS**

1. Use of Name: Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. Obstruction: Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. Noises and Odors: Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. Solicitation: Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
6. Vendor Shall Not Interfere With Reserved Rights: Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

## EXHIBIT "3"

### INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 2) Certificate Holder should read:           City of Moline  
  619 16<sup>th</sup> Street  
  Moline, Illinois 61265
- 3) Cancellation should read:                ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***



# ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802  
(217) 328-3800 • Fax (217) 328-3845

## HOLD HARMLESS & INDEMNIFICATION AGREEMENT

For and in consideration of the enrollment of its employee(s) in a Training Program to be conducted by the Illinois Law Enforcement Alarm System (ILEAS) from 20 May through 25 June, the Village/City/County of Moline agrees as follows.

- 1) To hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees, and to assume full responsibility for and to defend, pay or otherwise settle, any and all liabilities, claims, demands, actions, or causes of action of every nature and character whatsoever, including but not limited to injuries to said employees, resulting from, arising out of, or connected with the employees' participation in the training program.
- 2) To release and discharge ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from any and all liabilities, claims, demands, actions or cause of action, of every nature whatsoever, arising out of, connected with, or in any way associated with the employees' participation in the training program.
- 3) I have verified that Officer Wilson has previously successfully completed end user instruction in the deployment of Noise Flash Diversionary Devices and is current in their training and use.

It is further understood and agreed that ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

IN WITNESS THEREOF, this agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Village) (City) (County) of \_\_\_\_\_

BY: \_\_\_\_\_  
Chief of Police/Sheriff



# ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802

(217) 328-3800 • Fax (217) 328-3845

## HOLD HARMLESS & INDEMNIFICATION AGREEMENT

For and in consideration of the enrollment of its employee(s) in a Training Program to be conducted by the Illinois Law Enforcement Alarm System (ILEAS) from MAY 20 through MAY 25, the Village/City/County of MOLINE, ILLINOIS agrees as follows. AND JUNE 24 & 25

- 1) To hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees, and to assume full responsibility for and to defend, pay or otherwise settle, any and all liabilities, claims, demands, actions, or causes of action of every nature and character whatsoever, including but not limited to injuries to said employees, resulting from, arising out of, or connected with the employees' participation in the training program.
- 2) To release and discharge ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from any and all liabilities, claims, demands, actions or cause of action, of every nature whatsoever, arising out of, connected with, or in any way associated with the employees' participation in the training program.
- 3) I have verified that Officer KRAKOVEC has previously successfully completed end user instruction in the deployment of Noise Flash Diversionary Devices and is current in their training and use.

It is further understood and agreed that ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

IN WITNESS THEREOF, this agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Village) (City) (County) of \_\_\_\_\_

BY: \_\_\_\_\_  
Chief of Police/Sheriff