



The Boone County Board, Roads and Capital Improvements Committee is soliciting bids for the sale of a building and land located at 1230 South Appleton Road, Belvidere, Illinois.

Instructions: Please fill out attached price specification and real estate contract to be considered as a bidder for the purchase of Boone County owned property at 1230 South Appleton Road, Belvidere, Illinois.

Copies of the Bid Documents will be available for viewing in the Boone County Clerk's Office located at 1212 Logan Avenue, Suite 103, Belvidere, IL 61008. Bids are due to the Boone County Clerk's Office on Friday, May 26, 2017 at 2:00 P.M.



Address: 1230 South Appleton Road, Belvidere, Illinois 61008

PIN: 05-35-151-006

Jurisdiction: City of Belvidere

Zoning: Industrial

Legal Description: 35-44-3 N 2 AC OF S 6 AC OF LT 10 (EX W 45/100 AC) SUR NW 1/4 OF SEC 35 1230 S A PPLETON RD EXEMPT 12/11/03 DOR 03-4-6.

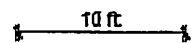
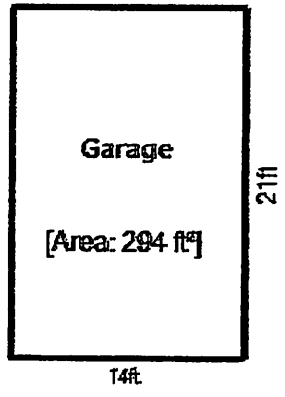
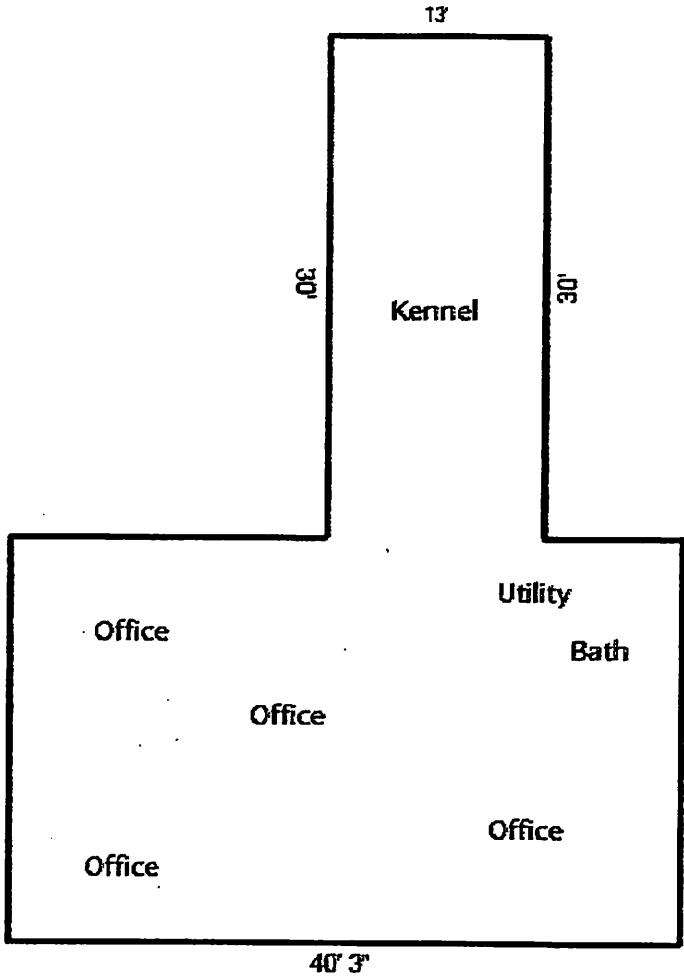
Acreage: 1.55 Acres

Area: 1366 Square Feet

Township: Belvidere Township

****See Next Page for Building Floor Plan****

[Area: 1366 ft²]



| | | Area Calculation | | |
|------------------------------|-------------------------|--------------------------|------------------------|--------------------------------------|
| Living Area | | | | |
| First Floor | 1366.06 ft ² | First Floor | | $\times 1.00 = 1366.06 \text{ ft}^2$ |
| Nonliving Area | 0 ft ² | | | |
| 1 Car Detached | 294 ft ² | 30' x 13' x 1.00 = | 390 ft ² | |
| Total Living Area (rounded): | 1366 ft ² | 40' 3" x 24' 3" x 1.00 = | 976.06 ft ² | |

**Sale of County Property Located at 1230 South Appleton Road, Belvidere,
Illinois**

Price Specification

Total Price \$ _____

Bidder has read and understands all matters related to this solicitation, and will comply with all specifications.

Signature of Representative

Date

Name/Address of Bidder: _____

The Boone County Board reserves the right to accept or reject any bid(s) submitted.

BELVIDERE BOARD OF REALTORS-BOONE COUNTY BAR ASSOCIATION-APPROVED FORM
CONTRACT FOR PURCHASE AND SALE COMMERCIAL AND INDUSTRIAL BUILDINGS
(NOT INVOLVING THE SALE OF A BUSINESS)

1. Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker are
2. agents of the Buyer unless a dual agency agreement is signed.

3. **CONFIRMATION OF CONSENT TO DUAL AGENCY**

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

7. Seller's Initials: _____ / _____ Buyer's Initials: _____ / _____

8.
9. 1. To (Seller) _____ Ph _____
10. of _____ (Address and Zip)

11. 2. The Undersigned (Buyer) _____ Ph _____
12. of _____ (Address and Zip)

13. 3. Contract(s) to purchase the following described real estate situated in _____ County, Illinois,
14. commonly known as: _____ legally described as:

15. _____ P.C. _____
16. 4. And to pay you therefore \$ _____ payable \$ _____ as earnest money, to be
17. tendered by Buyer no later than one business day following the date of the accepted Contract, to be applied to the
18. purchase price with the balance payable as follows: (A. Cash at time of closing) or (B. See attached addendum).

19. **THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF THE BUYER TO:**

20. **5.A. Financing:** Provide to the Seller or Seller's Agent, an unconditional (except for matters of title, appraisal
21. conditions, inspections or paragraph 5B, if applicable) written (FHA)(VA)(Conventional) loan commitment on or
22. before _____, 20____, of not less than \$ _____, due in not less than _____ years with
23. (fixed)(adjustable) interest at not more than _____ % per year, and lender required flood insurance not to exceed
24. \$ _____ per year, or such other terms and conditions acceptable to Buyer, or this contingency waived by Buyer in
25. writing by said date. Seller will pay up to \$ _____ to assist Buyer in obtaining financing provided Buyer's
26. lender permits such credit to show on the HUD-1 Settlement Statement and, if not, such lesser amount as the
27. lender permits. If Buyer's loan commitment is conditioned upon the completion of the sale of property in which Buyer
28. now has an interest, and such sale does not occur, resulting in lender's failure to fund the loan, Buyer's earnest
29. money shall be forfeited to Seller as Seller's exclusive remedy, notwithstanding the provisions of paragraphs 6 and
30. 19. However, Buyer shall be entitled to a return of the earnest money if this Contract, as of date of closing, is still
31. contingent upon the completion of the sale of Buyer's existing property pursuant to paragraph 5B.

32. **B. Property Sale:** Enter into a Contract for the sale of property in which Buyer now has an interest, located at
33. _____ for not less than \$ _____ or such amount as is
34. acceptable to Buyer on or before _____, 20____, and complete the sale of such property on or before
35. closing of this transaction. Seller reserves the right to accept another bona fide offer subject to the rights of Buyer
36. under this Contract. This Contract shall be void unless Buyer increases the earnest money by an additional
37. \$ _____ and eliminates this contingency B, in writing, within _____ hours after receiving written notice of
38. Seller's acceptance of another contract. Notice shall be served on Buyer with courtesy copies to Buyer's real estate
39. agents and attorneys, if known. Notice shall be served and shall be deemed effective as provided in paragraph 27
40. hereof. Failure to provide courtesy copies shall not render the notice invalid. Notice served on any one of the
41. Buyers shall be deemed notice to all.

42. **C. Appraisal:** Obtain, or have Buyer's lender obtain, by _____, 20____, an appraisal prepared by an Illinois
43. licensed appraiser indicating the value of the property to be equal to, or greater than, the purchase price.

44. **6. Absence of Notice:** Except as specifically provided, in the absence of written notice within the time specified
45. herein relative to any contingency, it shall be presumed that such contingency has not been satisfied, and this
46. Contract shall be deemed null and void and Buyer's earnest money shall be refunded to Buyer.

47. **8. Review:** Seller shall furnish Buyer the following documents within ten (10) business days of acceptance of this
48. Contract:

49. A) Copy of leases/rental agreements

50. B) List of tenants with their monthly rental and security deposits

51. C) List of personal property belonging to the Seller to be transferred to Buyer, and its location on the premises

52. D) Evidence that the premises are presently zoned _____, and present use is (conforming)(legal non-
53. conforming). This Contract shall be void unless Seller provides such information and Buyer gives written notice on
54. or before _____, 20____, that the information furnished is acceptable to Buyer.

55. **9. Environmental Assessment:** Buyer shall receive from Seller by _____, 20____, a current written (Phase 1) _____
56. environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA, and ASTM standards,

57. at (Seller's)(Buyer's) expense submitted by professional environmental engineers or consultants and this Contract
58. shall be void unless Buyer approves such assessment report in writing by _____, 20____.

59. **See notice regarding environmental liability immediately above signature lines.**

60. **10.Closing:** This transaction shall be closed on or before _____,20____, in the county in which the
61. property is located or a mutually agreed upon location. If this is a cash transaction, Buyer and Seller shall each pay
62. one-half of the title company closing fee. Seller shall deliver possession at time of closing, in broomclean condition
63. and free of debris, both interior and exterior. In the event Buyer agrees to Seller occupying the premises after
64. closing, Seller shall pay a sum equal to .03% of the sales price per day, as an occupancy charge.

65. **11.Prorations:**All prorations including, but not limited to, rents, property taxes, fuel oil and any association fees,
66. dues or annual association assessments, shall be made as of possession and based on the latest available
67. information. Any special service area tax shall be prorated for the year of closing only. Tax prorations shall be
68. based on 100% of the most recent full year tax bill. Seller warrants that Seller has, or will, submit all required documents
69. to the Assessor's office prior to closing, to preserve all existing tax exemptions. Tax prorations shall be final as of closing.
70. Prorations shall be made on a 365 day basis. Any existing leases or security deposits shall be assigned to Buyer at closing.
71. All special assessments confirmed by a court prior to closing shall be paid by Seller at closing.

72. **12.Earnest Money:** The earnest money shall be held in escrow by _____, Listing Office,
73. as Escrowee, for the mutual benefit of the parties and shall be disbursed according to the terms of this Contract. If
74. an earnest money dispute arises, Escrowee shall be authorized to release the earnest money ONLY upon written
75. direction of all parties or order of a court. If an agreement cannot be reached by the parties within 30 days after
76. delivery of written notice from Escrowee that such dispute exists, the parties agree that Escrowee may file with the
77. Clerk of the Circuit Court an action in the nature of an interpleader. The parties agree that Escrowee shall be
78. reimbursed from the Earnest money in the proceedings for reasonable attorney's fees and court costs incurred in
79. initiating or responding to the interpleader action.

80. **13.Personal Property:** The personal property shall be conveyed by a bill of sale with warranties of good title and
81. freedom from encumbrances not inconsistent with this contract. Seller warrants that Seller owns and agrees to
82. transfer to Buyer, all fixtures and equipment on and attached to the premises, in addition to the items listed in
83. accordance with Paragraph 8C, including:

84. _____ furnaces _____ air conditioners _____ security systems
85. _____ water heaters _____ water softeners _____ water filtration systems

86. Other items included _____
87. Items NOT included (Rented, etc.) _____

88. **14.Warranties:** Seller warrants that all systems, mechanical equipment and items listed in Paragraph 8.Cand Pargraph 13
89. and the well and septic system(s), if any, are in NORMAL OPERATING CONDITION AS OF THE DATE OF POSSESSION
90. except _____. These warranties shall be enforceable only if Buyer gives Seller written notice of any deficiency
91. within 21 days of Buyer taking possession of the premises, provided Buyer shall have 6 months to give written notice of
92. any deficiency existing as of date of possession in the heating, central air conditioning, septic system(s), and lawn sprinkling
93. system(s), if any.

94. **If deleted pursuant to Paragraph 29F "As Is": Seller's Initials ____/____ Buyer's initials ____/____**

95. **15.Hazardous Substance:** Seller warrants that Seller has not conducted, authorized or permitted the generation, transportation,
96. storage, treatment or disposal at or from the premises of any hazardous substance as defined by the Federal Emergency Planning
97. and Community Right to Know Act of 1986. This warranty is specifically intended to survive the closing of this transaction.

98. **16.A.Well and Septic:** If the real estate is served by a well or septic system, Seller shall provide, at Seller's
99. expense, not less than 10 days prior to closing, an evaluation of the well and septic system(s) by the local county
100. health department, or a licensed environmental health practitioner in accordance with health department standards,
101. showing; a) that the well water is bacteriologically safe and the nitrate level is within the standards approved by the
102. State of Illinois; b) that the septic system is in normal operating condition and without observable defects and;
103. c) that there are no observed current violations of the well and septic code at the property. If the Seller is unable to
104. provide a satisfactory evaluation and unwilling to pay the costs of remedying any defect, then this Contract shall be
105. voidable at the option of Buyer and, if voided by Buyer, all earnest money shall be refunded to the Buyer.

106. **16.B.Sanitary Sewer:** Seller shall provide a sanitary sewer "clear water" connection Certificate of Compliance,
107. where required by local ordinance, not less that 3 days prior to closing. If Seller does not provide the Certificate of
108. compliance, this Contract shall be voidable at the option of the Buyer.

109. **16.C.Sprinkler Systems:** Seller shall provide, where applicable, a municipality's Cross Connection Certificate
110. of Compliance relating to lawn and building sprinkling systems dated within one year of the date of closing.
111. If Seller does not provide the Certificate of Compliance by the above date, then this Contract shall be voidable
112. at the option of Buyer as Buyer's exclusive remedy.

113. **17.Reinspection:** Buyer shall have the right to reinspect the premises within 48 hours prior to closing to determine
114. the premises are in the same condition as date of acceptance of the contract, ordinary wear and tear excepted. Seller
115. shall have all utilities turned on.

116. **18. Inspections:** Buyer may secure, at Buyer's expense, inspections which may include, but not be limited to, radon,
117. pest, mold, mechanical, structural, etc., by one or more licensed or certified inspectors. Buyer shall serve written
118. notice on Seller of any conditions that are unacceptable to Buyer, along with a copy of the report(s), within 5
119. business days of acceptance of Contract. If written notice is not served within the time specified, this provision
120. shall be DEEMED WAIVED and this contract shall remain in full force and effect. If within 5 business days of
121. receipt of such notice and report(s), a written agreement cannot be reached by the Parties, this CONTRACT
122. SHALL BE VOID and earnest money returned to Buyer. The inspection shall cover only major components of the
123. real estate, including but not limited to, heating and cooling system(s), plumbing and well system, electrical
124. system, roof, walls, windows, ceilings, floors, appliances and foundation. A major component shall be
125. deemed to be in normal operating condition if it performs the function for which it is intended, regardless of age,
126. and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold Seller harmless from
127. and against any loss or damage caused by acts or negligence of Buyer or any person performing any inspection(s).
128. Buyer agrees that minor repairs and routine maintenance are not a part of this contingency.

129. **19. Attorney Review:** The respective attorneys for the parties may approve, disapprove, or make modifications to
130. this Contract, other than the stated purchase price, within 5 business days after the date of final acceptance.
131. Disapproval or modifications of this Contract shall not be based solely upon the stated purchase price. Any notice
132. of disapproval or proposed modification(s) by any parties shall be in writing. If written notice is not served within the
133. time specified, this provision shall be deemed waived by the parties and this Contract shall remain in full force and
134. effect. If, prior to the expiration of 10 business days after date of final acceptance, written agreement is not
135. reached by the parties with respect to resolution of proposed modifications, then this Contract shall be null and void.

136. **20. Title Insurance:** Seller shall furnish a current title insurance commitment, in the amount of the purchase price, to
137. Buyer prior to closing, and a final policy thereafter, at Seller's expense, showing merchantable title subject only to
138. the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and
139. building line setbacks, use and occupancy restrictions; c) zoning laws and ordinances; d) easements for the use of
140. public utilities; e) roads and highways; and f) drainage ditches, feeders, and laterals. In addition, Seller shall furnish
141. Buyer an affidavit, in form acceptable to counsel for Buyer, showing with a maximum of factual detail that no
142. liens exist affecting the premises pursuant to the Mechanic's Lien Law of the State of Illinois.

143. **21. Title Objections:** Buyer, or Buyer's attorney, shall, within 10 days after receiving such title evidence, deliver to
144. Seller or Seller's agent, together with such evidence, a memorandum in writing, specifying the objections Buyer
145. makes to title. If material defects found in the title are not cured within 20 days after such notice, this Contract
146. shall, at Buyer's option, be void, and earnest money returned. Notice of such election shall be given to Seller.
147. Buyer may elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and
148. encumbrances. In such case, Seller shall convey as above agreed; provided Buyer shall have first given written
149. notice of such election within 10 days after the expiration of said 20 days, and tendered performance on Buyer's
150. part. If no such notice is given, Buyer shall have no further rights under this Contract. Compliance with provisions
151. of this paragraph shall extend the closing date until expiration of the time periods as provided herein.

152. **22. Damage to Improvements:** If, prior to closing, the improvements on the premises are destroyed or materially
153. damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving
154. a refund of the earnest money, or of accepting the premises as damaged or destroyed, together with the proceeds
155. of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

156. **23. Buyer Default:** Should Buyer fail to perform this Contract promptly, at the time and in the manner herein
157. specified, the earnest money shall, at the option of the Seller, be forfeited by Buyer as liquidated damages, and this
158. Contract shall be null and void and Seller shall then have the right to possession of the premises. Disbursement of
159. the earnest money after forfeiture shall be governed by applicable Illinois law or such written direction as Buyer and
160. Seller may have given the Escrowee, including paragraph 12.

161. **24. Deed:** At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer
162. or whomever Buyer may direct, by stamped recordable warranty deed, or such other appropriate deed or
163. agreement for deed as required. At the same time, the remainder of the purchase price, or any further part of it
164. then due, shall be paid and all documents relative to the transaction shall be signed and delivered.

165. **25. Compliance:** The parties agree to comply with the following Federal and State Acts when applicable:
166. A. Federal Real Estate Settlement Procedures Act (RESPA).
167. B. Illinois Real Estate Transfer Tax Act, with Seller to pay all transfer taxes due at closing.
168. C. The Illinois Smoke Detector Act and Carbon Monoxide Detector Act, with Seller to provide all required
169. detectors in operating condition.

170. **26. Fax:** For purposes of execution of this Contract, as well as providing subsequent notices and contingency
171. removals, any signed document transmitted by FAX shall be deemed to be an original document.

172. **27. Notices:** Except as provided otherwise, required notices shall be in writing and served directly upon any one of
173. the parties to whom the notice is directed, or the party's real estate agents or attorneys. Notices shall be served

174. (a) by personal delivery; or (b) by FAX effective as of the date of transmission provided transmission is on regular
175. business days, legal holidays excluded, during normal business hours of 8:30 A.M. to 4:30 P.M. C.S.T. (A FAX
176. sent at any other time shall be deemed effective as of 8:30 A.M. the next business day); or (c) by regular or
177. certified mail effective as of 10:00 A.M. on the second business day following the mailing.

178. **28.Binding:** This document represents the entire agreement and shall be binding upon the parties, their heirs,
179. successors and assigns.

180. **29.Optional Clauses:** The following are incorporated herein by reference and identified by the initials of the parties.
181.

| Seller's Initials | Buyer's Initials |
|----------------------|---------------------|
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A. Cancellation of Prior Contract-This contract is subject to the cancellation of Seller's prior Contract on or before _____, 20____.

B. Repair or Replacement-This contract is subject to Seller's (repair) (replacement) of _____ to normal operating condition and in a workmanlike manner, at Seller's expense, prior to closing.

C. Tax -Deferred Exchange-The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

D. Flood Certificate-This contract is subject to Buyer's obtaining on or before _____, 20____, a guaranteed determination that the premises are not located in a FEMA designated special flood hazard area or, at Buyer's option, this contract shall be void.

E. Survey-Not less than 5 business days prior to closing, (Seller) (Buyer) shall provide an ALTA survey, not more than 6 months old, from an Illinois Registered Surveyor, showing all corners staked, any encroachments, measurements of all lot lines, all easements, building line set backs, all buildings, fences and other improvements on the property, and the distances thereof to all lot lines. If the plat of survey shows any encroachments or conditions which are not acceptable to Buyer, then Seller shall have said encroachments or conditions removed, or have the title insurer commit to insure against loss or damage that may be caused by such encroachments or conditions, or Buyer shall have the right to void the contract. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey".

F. As Is-Buyer accepts the premises in "AS IS" condition as of date of Contract and waives the provisions of Paragraph 11 hereof. (DELETE PARAGRAPH 14 AND INITIAL. DOES NOT AFFECT DISCLOSURE REQUIREMENTS OF PARAGRAPH 16).

I. (Seller Financing) or (Assumption) Addendum is incorporated by reference.

30.Insert applicable additional provisions _____

NOTICE TO THE PARTIES

188. **TIME IS OF THE ESSENCE OF THIS CONTRACT AND OF ALL TERMS AND CONDITIONS**
189. **HEREOF. YOU AGREE TO MAKE A GOOD FAITH EFFORT TO SATISFY ALL**
190. **CONTINGENCIES SET FORTH IN THIS CONTRACT. BY SIGNING THIS CONTRACT,**
191. **YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION**
192. **UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS CONTRACT. NO ORAL**
193. **REPRESENTATION WILL BE BINDING UPON, OR AN OBLIGATION OF, THE SELLER(S),**
194. **THE BUYER(S), THE REAL ESTATE BROKERS OR THE AGENTS.**

*****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

195. **BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNER-**
196. **SHIP OF PARCELS OF COMMERCIAL OR INDUSTRIAL REAL ESTATE THAT MAY BE**
197. **AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL**
198. **AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLER(S) AND BUYER(S) ARE**
199. **ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A**
200. **CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND**

232. **REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF**
 233. **ENVIRONMENTAL LIABILITY RISKS.**
 234. Dated this ____ day of _____, 20____, and to be accepted on or before _____, 20____.
 235. BUYER _____ BUYER _____
 236. (Accepted)(Countered) _____, 20____, with counter offer to be accepted on or before
 237. _____, 20____.
 238. SELLER _____ SELLER _____
 239. Date of final acceptance: _____, 20____.
 240. SELLER _____ BUYER _____
 241. SELLER _____ BUYER _____
 242. The undersigned, an authorized representative of the Escrowee, acknowledges receipt of the earnest money
 243. (Cash)(Check)(Note) delivered on this ____ day of _____, 20____, by _____.
 244. ESCROWEE: _____
 245.

FOR INFORMATION ONLY

| | | | | |
|----|--------------------|-----------------|-----------------|-------------|
| 1. | LOF _____ | LOF# _____ | SOF _____ | SOF# _____ |
| 2. | Ph _____ | | Ph _____ | |
| 3. | Fax _____ | Email _____ | Fax _____ | Email _____ |
| 4. | LAG _____ | LA# _____ | SAG _____ | SAG# _____ |
| 5. | Seller Atty: _____ | Ph _____ | BuyerAtty _____ | Ph _____ |
| 6. | Fax _____ | Email _____ | Fax _____ | Email _____ |
| 7. | Lender _____ | License # _____ | Ph _____ | |
| 8. | Loan Officer _____ | | Ph _____ | Fax _____ |