

AGREEMENT NO. 2026-04

**INTERGOVERNMENTAL AGREEMENT FOR THE SALE OF REAL PROPERTY
BETWEEN FRANKLIN COUNTY
AND
FRANKLIN COUNTY HOSPITAL DISTRICT**

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the date of the last party to sign below, by and between the FRANKLIN COUNTY BOARD, a body politic and corporate of the State of Illinois (hereinafter referred to as "Seller"), and the FRANKLIN COUNTY HOSPITAL DISTRICT, a municipal corporation of the State of Illinois (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the Seller is the owner of certain real property commonly known as the old EMA building, located at 401 E. Park Street in Franklin County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Buyer desires to purchase the Property from the Seller, and the Seller desires to sell the Property to the Buyer, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Seller and the Buyer are each units of local government within the State of Illinois and are authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Seller and the Buyer have determined that it is in the best interests of each party and the public to enter into this Agreement for the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

AGREEMENT SALE AND PURCHASE

Property

Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller, the Property, together with all improvements, fixtures, and appurtenances thereon or attached thereto, and all rights, privileges, and easements appurtenant thereto, including but not limited to all mineral rights, air rights, water rights, and development rights.

Personalty

The sale shall include any and all personal property owned by the Seller and located on or used in connection with the operation of the Property, if any.

PURCHASE PRICE AND PAYMENT**Purchase Price**

The purchase price for the Property 401 E Park Street shall be Forty-Five Thousand Dollars (\$45,000.00) (the "Purchase Price").

Payment of Purchase Price

The Buyer shall pay the Purchase Price to the Seller at Closing (as defined below) in cash or by cashier's check, certified check, or wire transfer of immediately available funds.

TITLE**Title Evidence**

Within fifteen (15) days after the Effective Date of this Agreement, the Buyer, at its sole cost and expense, may obtain a current commitment for an ALTA Owner's Title Insurance Policy from a title company of its choice (the "Title Company"), in the amount of the Purchase Price, covering the Property and showing all liens, encumbrances, easements, restrictions, covenants, and other matters of record affecting the Property.

Title Examination

The Buyer shall have twenty (20) days after receipt of the title commitment to examine same and notify the Seller in writing of any objections the Buyer may have to matters disclosed therein. Any matters disclosed in the title commitment to which the Buyer does not object within said twenty (20) day period shall be deemed accepted by the Buyer and shall be considered Permitted Exceptions.

Seller's Obligations Regarding Title

If the Buyer notifies the Seller of any objections to title within the time specified in Section 3.2, the Seller shall have the right, but not the obligation, to cure such objections prior to Closing. If the Seller is unwilling or unable to cure any such objections, the Buyer may either: (a) waive such objections and proceed to Closing, or (b) terminate this Agreement by written notice to the Seller, in which case neither party shall have any further rights or obligations hereunder.

Title Policy

At Closing, the Seller shall convey good, marketable, and insurable title to the Property to the Buyer by a Warranty Deed, subject only to the Permitted Exceptions. The Buyer shall be responsible for all fees and costs associated with obtaining the title policy and any endorsements thereto.

SURVEY

The Buyer may, at its sole cost and expense, obtain a current ALTA/NSPS Land Title Survey of the Property prepared by a licensed surveyor or engineer. If the survey reveals any encroachment, boundary line dispute, or other matter affecting the Property that is not disclosed in the title commitment, the Buyer shall have the right to object to same in the manner provided in Section 3.2 above.

CLOSING

Closing Date

The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall take place on March 20, 2026, or such other date as may be mutually agreed upon by the parties (the "Closing Date").

Closing Location

The Closing shall take place at the offices of the Title Company, or at such other location as may be mutually agreed upon by the parties.

Seller's Deliveries at Closing

At the Closing, the Seller shall deliver to the Buyer the following:

1. A duly executed Warranty Deed in the form attached hereto as Exhibit C, conveying good, marketable, and insurable title to the Property to the Buyer, subject only to the Permitted Exceptions;
2. A duly executed Bill of Sale in the form attached hereto as Exhibit D, conveying all personal property included in the sale to the Buyer, free and clear of all liens and encumbrances;
3. An affidavit of title or similar affidavit, in form and substance sufficient to enable the Title Company to issue the owner's policy of title insurance without exception for unrecorded matters or the rights of parties in possession;
4. A duly executed FIRPTA affidavit stating that the Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code;
5. A duly executed closing statement;

6. All keys, security codes, and other access devices for the Property; and
7. Such other documents as may be reasonably necessary to consummate the transaction contemplated by this Agreement.

Buyer's Deliveries at Closing

At the Closing, the Buyer shall deliver to the Seller the following:

1. The Purchase Price, as adjusted pursuant to Section 5.5 below;
2. A duly executed closing statement; and
3. Such other documents as may be reasonably necessary to consummate the transaction contemplated by this Agreement.

Prorations and Adjustments

The following items shall be prorated and adjusted between the Seller and the Buyer as of the Closing Date:

1. Real estate taxes and assessments for the current year, if any;
2. Any other items customarily prorated in connection with the purchase and sale of properties similar to the Property in Franklin County, Illinois.

CLOSING COSTS

The Seller shall pay:

1. The cost of preparing the Warranty Deed;
2. The Illinois transfer tax, if any; and
3. The Seller's attorney's fees.

The Buyer shall pay:

1. The cost of recording the Warranty Deed;
2. All costs associated with the title commitment and owner's title insurance policy, including but not limited to search fees, examination fees, and premiums;
3. The cost of the survey, if any;
4. The local transfer tax, if any; and
5. The Buyer's attorney's fees.
6. Any other closing costs shall be allocated between the parties in accordance with local custom.

CONDITION OF PROPERTY

Property Condition

The Buyer acknowledges that it has had the opportunity to inspect the Property and agrees to accept the Property in its "AS IS" condition as of the Effective Date, subject to ordinary wear and tear prior to Closing. The Seller makes no warranties or representations regarding the condition of the Property, except as expressly set forth in this Agreement.

Risk of Loss

The risk of loss or damage to the Property by fire or other casualty prior to Closing shall remain with the Seller. If the Property is damaged or destroyed by fire or other casualty prior to Closing, the Buyer may either: (a) terminate this Agreement by written notice to the Seller, in which case neither party shall have any further rights or obligations hereunder; or (b) proceed to Closing and accept the Property in its damaged condition, together with an assignment of the Seller's rights to any insurance proceeds payable as a result of such damage or destruction.

REPRESENTATIONS AND WARRANTIES

Seller's Representations and Warranties

The Seller represents and warrants to the Buyer as follows:

1. The Seller is a body politic and corporate duly organized, validly existing, and in good standing under the laws of the State of Illinois.
2. The Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder.
3. The execution, delivery, and performance of this Agreement by the Seller and the consummation of the transaction contemplated hereby have been duly authorized by all necessary action on the part of the Seller.
4. This Agreement constitutes the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.
5. The Seller is the sole owner of the Property and has good, marketable, and insurable title to the Property.
6. There are no leases, licenses, or other agreements affecting the right of any party to possess, use, or occupy the Property or any portion thereof.
7. To the best of the Seller's knowledge, there are no pending or threatened condemnation or similar proceedings affecting the Property.
8. To the best of the Seller's knowledge, there are no pending or threatened litigation, administrative actions, or other proceedings affecting the Property.
9. To the best of the Seller's knowledge, the Property is not in violation of any applicable law, ordinance, or regulation.

10. The Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

Buyer's Representations and Warranties

The Buyer represents and warrants to the Seller as follows:

1. The Buyer is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois.
2. The Buyer has full power and authority to enter into this Agreement and to perform all of its obligations hereunder.
3. The execution, delivery, and performance of this Agreement by the Buyer and the consummation of the transaction contemplated hereby have been duly authorized by all necessary action on the part of the Buyer.
4. This Agreement constitutes the legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

Survival of Representations and Warranties

The representations and warranties set forth in this Section 7 shall survive the Closing.

DEFAULT AND REMEDIES

Default by Seller

If the Seller defaults in the performance of any of its obligations under this Agreement, the Buyer may either: (a) terminate this Agreement by written notice to the Seller, in which case neither party shall have any further rights or obligations hereunder; or (b) seek specific performance of this Agreement.

Default by Buyer

If the Buyer defaults in the performance of any of its obligations under this Agreement, the Seller may either: (a) terminate this Agreement by written notice to the Buyer, in which case neither party shall have any further rights or obligations hereunder; or (b) seek specific performance of this Agreement.

MISCELLANEOUS

Notices

All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when personally delivered,

sent by certified mail, return receipt requested, or sent by overnight courier service, addressed to the parties at their respective addresses set forth below:

If to the Seller:
Franklin County Board
901 Public Square
Benton, IL 62812
Attention: Neil Hargis, Franklin County Board Chairman

If to the Buyer:
Franklin County Hospital District
201 Bailey Lane
Benton, IL 62812
Attention: James M. Johnson, CEO

Time of the Essence

Time is of the essence in the performance of this Agreement.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, agreements, and understandings, whether oral or written, relating to such subject matter.

Amendment

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and

enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authority

Each party represents and warrants that it has the power and authority to enter into this Agreement and that the person signing on its behalf has been authorized to do so.

No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

Headings

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Further Assurances

Each party agrees to execute such other documents and take such other actions as may be reasonably necessary or desirable to consummate the transaction contemplated by this Agreement.

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