


**TRAUTMAN REAL ESTATE & APPRAISAL, LLC**  
**COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**  
*(DUAL AGENCY DISCLOSURE AND CONSENT INCLUDED)*

**DISCLAIMER: BINDING CONTRACTUAL AGREEMENT.** This document serves as a binding Contractual Agreement between the Parties involved. By entering into this Agreement, all parties acknowledge and agree to be bound by the terms and conditions outlined herein. It is essential for all parties to carefully review and understand the contents of this Agreement before proceeding.

Please be advised that this Agreement, once signed or otherwise accepted, constitutes a legally binding contract. Any actions or obligations outlined within this Agreement are enforceable by law. It is imperative that all parties seek legal counsel if they have any questions or concerns regarding the terms and conditions set forth in this document.

Furthermore, any amendments or modifications to this Agreement must be made in writing and duly executed by all parties involved. Failure to adhere to the terms of this Agreement may result in legal consequences. By signing or otherwise accepting this Agreement, all Parties affirm that they have the authority to enter into this Agreement and that they do so willingly and knowingly as their free and voluntary act.

This disclaimer is provided to ensure transparency and clarity regarding the nature of this Agreement and its binding effect on all parties involved.

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I. **THE PARTIES.** This COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT FOR ILLINOIS (hereinafter and referred to as the "**Agreement**") is entered into on this 15 Day of December, 2025, by and between:

**Agency:** Trautman Real Estate Agency & Appraisal, LLC, an Illinois Limited Liability Company (hereinafter "**Brokerage**") with Phillip Trautman II (PJ Trautman), a duly licensed real estate licensee of Brokerage as Designated Sellers Agent (hereinafter "**Agent**") with a mailing address of 301 N Neil Street, Suite 400, Champaign, IL 61822, and

**Seller:** County of Champaign C/O County Executive Steve Summers (hereinafter "**Seller**") with a mailing address of

102 E Main St. Urbana, IL 61801.

Brokerage, Agent and Seller are each a "**Party**" to this Agreement and are collectively the "**Parties**," Trautman Real Estate Agency & Appraisal, LLC is only executing this Agreement in their capacity as an agent for the Seller.

If for any reason the Agent is not able to fulfill their duties under the terms and conditions of the Agreement, another Agent from the Brokerage may be appointed during the Terms of this Agreement.

Any person or entity that the Seller enters into a contractual Agreement for a contemplated real estate transaction shall be referred to as a "**Buyer**" in this Agreement.

II. **TERM.** This Agreement shall become effective at 12:00 noon as of 1 Day of January, 2026 and shall continue in effect until the 31 Day of December, 2028 ("**Term**"), unless renewed or sooner terminated in accordance with the provisions hereof.

After the Term expires, this Agreement shall continue on a month-to-month basis with either Party having the option to terminate with thirty (30) days' written notice.

III. **DESCRIPTION OF PREMISES.** The **Commercial Property**, with a common address of:

Address: 1776 E Washington St. Urbana, IL 61802

Legal: Bookens Center Sports Complex

Pin: 92-21-16-200-006, free of liens, is covered by this Agreement, hereinafter referred to as the ("**Premises.**")

IV. **MARKETING PRICE.** The Seller and Brokerage agree that the Premises shall be marketed at a listing price of Three Million Five Hundred Thosand Dollars (\$ 3,500,000.00). This price has been determined based on market conditions, property valuation, and discussions between the parties. The listing price may only be adjusted upon mutual written agreement between the Seller and Brokerage.

V. **SERVICES PROVIDED.** Seller hereby agrees to hire the Brokerage on an Exclusive Right to Sell Basis. To accept the Term of this Agreement and communicate with the Brokerage on an exclusive basis in their efforts to assist in acquiring real property that meets the wants and needs of the Seller through either purchase, option, exchange, trade, or lease.

VI. **BROKERAGE DUTIES.** Brokerage agrees to perform the following duties in representing the Seller in the sale of the Premises. There is not a mandatory specific quantity of duties to be fulfilled. These duties can vary based on the specific needs of the Buyer and the real estate transaction in question.

- a. Marketing & Advertising – Develop and execute a marketing plan, including professional photography, online listings, signage, and other advertising strategies to promote the Premises.
- b. Multiple Listing Service (MLS) Submission – List the Premises in the appropriate MLS and other listing services as agreed upon.
- c. Property Showings – Coordinate and conduct Premises showings for potential buyers and their agents.
- d. Negotiations – Act as the Seller's representative in all negotiations with prospective Buyers to secure the best possible terms.
- e. Transaction Management – Assist in the preparation, review, and execution of all necessary documents related to the sale of the Premises.
- f. Compliance & Legal Guidance – Ensure all actions comply with local, state, and federal real estate laws and regulations.
- g. Communication & Updates – Provide monthly updates to Seller regarding market conditions, feedback from showings, and any offers received.
- h. Professional Duty – Act in good faith, in the best interest of the Seller, and with reasonable care and diligence throughout the listing period.

VII. **SELLER DUTIES.** The Seller agrees to fulfill the following obligations to facilitate the successful marketing and sale of the Premises. These duties may vary based on individual circumstances, the specific Premises being purchased, and local regulations and customs.

- a. Property Access – Allow the Agent and potential Buyers reasonable access to the Premises for showings, inspections, and appraisals.
- a. Disclosure & Accuracy – Provide complete and accurate information regarding the Premises, including disclosures of any known defects, title issues, or other material facts.
- b. Pricing & Terms – Set the listing price in consultation with the Agent and consider market conditions and professional recommendations.

- c. Property Maintenance – Maintain the Premises in good condition, ensuring it is clean, accessible, and presentable for showings.
- d. Decision-Making & Communication – Respond promptly to offers, inquiries, and requests from the Agent and potential Buyers.
- e. Legal & Contractual Obligations – Comply with all legal and contractual obligations related to the listing and sale of the Premises.
- f. Marketing Cooperation – Allow the Brokerage to use photographs, descriptions, and promotional materials to market the property effectively.
- g. Exclusive Representation – If applicable, work exclusively with the Brokerage during the Term of this Agreement and not engage another real estate professional for the sale of the Premises.

VIII. **COMMISSION.** In the event a purchase is procured for the Premises during the Term of this Agreement, Seller agrees to compensate the Brokerage under the following terms and conditions:

- a. **Sale (Listed Property).** A "Listed Property" refers to the Premises that is an active and executed listing Agreement between the Seller and the Brokerage. Sellers agrees to pay the Brokerage a commission in the amount of One and One Half percent (1.5%) of the gross purchase price.
- b. **Sale (Unlisted Property).** An "Unlisted Property" refers to any Premises owned by the Seller that is not under an active listing agreement with the Brokerage but is introduced to a buyer through the efforts of the Brokerage. Seller agrees to pay the Brokerage a commission in the amount of One and One Half percent (1.5%) of the gross purchase price.
- c. **Lease.** If the Brokerage finds a ready, willing, and able Tenant that agrees to rent real property from the Seller, the Brokerage shall be due 10% of the total rent amount stated in the rental Agreement for the entire initial lease term. The lease term shall be defined as the period between the start and end dates listed in the rental Agreement, not including any renewal period(s). If the Buyer agrees to rent the real property on a month-to-month basis, the Brokerage shall be due the equivalent of one (1) full calendar month's rent.
- d. **Special Transactions.** If the Seller donates the Premises or negotiates a special deal in which no direct sale price is established, the Seller agrees to pay Brokerage a commission of One percent (1.0%) of the Premises' original marketed list price.
- e. The agreed Commission is due to Brokerage in any transaction where the Premises is transferred, sold, or leased to a buyer, tenant, or entity introduced by Brokerage during the Term of this Agreement or within One Hundred Eighty (180) days thereafter ("**protection period**"), unless the Premises is re-listed with another licensed brokerage.
- f. Unless otherwise agreed to in writing between Brokerage and Seller, any Commission due to Brokerage from Seller shall be paid at the time of closing and shall be reflected on the settlement statement as one of Seller's closing expenses, with respect to any Listed Premises or Unlisted Premises. Any Commission due to Brokerage shall be paid at the time of execution of the any lease agreement with respect to any leased real estate.

X. **WRITTEN NOTICE OF TERMINATION.** Seller or Agent may elect to terminate this Agreement at the close of business on the last calendar day of any month by giving written notice of termination to the other party not less than thirty (30) days prior to such termination of this Agreement. Termination by either Party may be for cause or without cause.

- a. Notice shall be sent either:
  - i. by Registered Mail, with return receipt requested, to the mailing addresses set forth below, or
  - ii. by email to the recipient's designated email address provided in writing by each party.
- b. Notice shall be deemed effective upon the date of confirmed delivery as indicated by the return receipt for Registered Mail or the date of confirmed transmission for email.

SELLER MAILING ADDRESS: 102 E. Main Street Urbana, IL 61801


AGENT MAILING ADDRESS: 301 N Neil St. #400, Champaign, IL 61820

SELLER EMAIL ADDRESS: [mjett@champaigncountyil.gov](mailto:mjett@champaigncountyil.gov), [countyexecutive@champaigncountyil.gov](mailto:countyexecutive@champaigncountyil.gov)

AGENT EMAIL ADDRESS: [Hello@TrautmanAgency.com](mailto>Hello@TrautmanAgency.com)

XI. **TERMINATION FEE.** If this Agreement is **terminated**, whether by sale or by any other act on the part of the Seller, during the Term of this Agreement, Agent shall be entitled to a **termination fee** equal of one percent (1%) of the original list price of the Premises.

XII. **DISCLOSED DUAL AGENCY.** Due to certain events, the Brokerage may be required to act as the only licensee involved between the Buyer(s) and Seller to facilitate the transaction between the Parties. Under such circumstance, the Brokerage shall disclose to Seller their intention to act as a Disclosed Dual Agent. If a Buyer of real property is represented by the Brokerage, or by a licensee in the same Brokerage, the Seller consents to the Brokerage acting in such a role and agrees to allow the Brokerage to collect compensation from the Buyer or other Parties. While performing this role, Brokerage agrees to conduct themselves in a manner that does not adversely affect the Seller or Buyer in any way, including, but not limited to, stating the Seller is willing to sell for a lesser price than the asking price, stating the Buyer is willing to pay more than an offer that is made or suggested, or disclosing any type of financial information that would negatively affect the other Party. Seller has read this Section and fully comprehends and understands the concept of Disclosed Dual Brokerage under the laws in the State. Therefore, the Seller hereby agrees to ALLOW Disclosed Dual Brokerage.

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XIII. **RECORDINGS WITHIN THE PREMISES.** Potential Buyers may use recording devices or take photographs while touring the Premises, and no prior notification will be provided if such recordings occur. Additionally, Buyers will be notified that the Premises may be equipped with security systems that record or allow for remote monitoring, including audio and video recording. Sellers may have the ability to listen to or view activity within the Premises, and Buyers should be mindful that any discussions, including those related to negotiation strategies, may not be confidential.

XIV. **COSTS OF THIRD-PARTY SERVICES OR PRODUCTS.** If the Seller and Brokerage determine that any of the following services are necessary for the sale of the Premises, the Brokerage shall not be responsible for any associated costs unless fully reimbursed by the Seller. Brokerage shall consult and receive permission from Seller before incurring such expenses. These services include, but are not limited to, billboard advertising, surveys, soil tests, title reports, engineering studies, cleaning, and repairs. Any expenses incurred by the Brokerage for these services shall be reimbursed by the Seller in full upon request.

Upon vacating the Premises, the Seller shall be responsible for the removal of all personal property. The Premises must be left in a clean and presentable condition. The Brokerage may assist in coordinating necessary services for cleaning and removal; however, it shall bear no responsibility for completing or financing such efforts.

XV. **ADDITIONAL TERMS AND CONDITIONS.**

- a. **Governing Law.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois
- b. **Successors and Assigns.** Notwithstanding the foregoing, this Agreement shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

- c. **Costs and Expense of Enforcement.** If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

XVI. **DISCLAIMER.** Seller acknowledges that the Brokerage and Agent are not a professionals or experts in the matters of law, Federal or State tax codes, financing, surveying, engineering, architectural, structural, environmental, other physical conditions or non-physical details of real property. In addition, the Brokerage and Agent has advised and recommended the Seller to seek expert assistance for advice on such matters. Brokerage and Agent make no warranty or guarantee concerning the service of such experts or their products, the condition of property, the absence of defects therein, or the suitability of such property for Buyer's purposes.

XVII. **INDEMNIFICATION OF SPONSORING BROKER.** Seller agrees to defend and indemnify Brokerage and Agent against any claim or suit brought against Brokerage and Agent, arising out of this Agreement except for claims related to Brokerage or Agent's own negligence or willful and wanton misconduct.

XVIII. **NONDISCRIMINATION.** The Parties understand and agree that it is illegal or either of the Parties to refuse to display or sell the Seller's property to any person on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental handicap, military status, sexual orientation, gender identity, unfavorable discharge from military status, familial status, arrest record, or any other class protected by Article 3 of the Illinois Human Rights Act. The Parties agree to comply with all applicable Federal, State, and Local Fair Housing Laws.

XIX. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties relating to the subject thereof, and any prior Agreements pertaining hereto, whether oral or written have been merged and integrated into this Agreement.

By signing below, you acknowledge and agree to the terms in paragraphs **I** through **XIX**.

**Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Seller further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.**

This Agreement may be executed in multiple copies and signature of Seller hereon acknowledges that Seller has received a signed copy.

Steve Summers

SELLER 1 Print

*Steve Summers*

dotloop verified  
12/18/25 10:32 AM CST  
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SELLER 1 Signature

Date

SELLER 2 Print

SELLER 2 Signature

Date

PJ Trautman

BROKERAGE PRINT

*PJ Trautman*

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12/15/25 2:37 PM CST  
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BROKERAGE Signature

12/15/2025

Date