



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Lorrie Pearson, AICP, Community Development Services Director
Sheila Dodd, Manager, Grants Management Division

DATE: February 27, 2020

**SUBJECT: AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN
REAL ESTATE (1107 N Gregory Street)**

Description

Included on the agenda of the March 2, 2020, meeting of the Urbana City Council Committee of the Whole is an Ordinance Authorizing the Purchase of Certain Real Estate (1107 N Gregory Street). This is a single family house that was built in 2013 with HOME funding. The property was then transferred to Rosecrance to be used for transitional housing. Rosecrance would like to transfer the property back to the City as they want to focus on their core services.

Issues

The issue is whether the Urbana City Council Committee of the Whole should recommend the Urbana City Council approve the Ordinance Authorizing the Purchase of 1107 N Gregory Street at a price not to exceed \$0.

Background

Homestead Corporation constructed the property as an affordable housing unit. Since HOME funds were used to construct the house, there is a 20-year affordability period. The City placed a Regulatory and Land Use Restriction on the property to ensure the affordability to meet HUD's guidelines. This restriction makes it difficult for Rosecrance to sell so they are requesting the City take ownership. The City currently has two transitional housing units that are made available to Courage Connection or Housing Authority self-sufficiency clients. This program has been funded by the City for many years. The additional unit would be a minimal expense with CDBG funds but would ensure the property remained affordable.

The Annual Action Plan has identified transitional housing as one of the activities to be undertaken utilizing Community Development Block Grant (CDBG) funds. An objective of this program is to provide safe, decent affordable housing to low- to moderate-income families.

If approved, the City would complete the purchase and offer the property to Courage Connection and Housing Authority clients for rent. This will assist in meeting the long-term affordability requirement and offer a decent, safe, affordable rental housing unit. Acquiring the property would keep the HOME investment requirements in place. If the property is not used for rental for the 20-year time period, the City would have to repay the invested HOME funds to HUD.

A recommendation to forward the Ordinance to City Council was approved at the February 25, 2020, Community Development Commission meeting.

Options

1. Approve the Ordinance Authorizing the Purchase of Certain Real Estate (1107 N Gregory Street).
2. Do not approve the Ordinance.

Fiscal Impacts

There would be no major fiscal impacts on the CDBG Fund. The Annual Action Plan identified the project as one of the activities to be undertaken using the allocation of CDBG funds as part of an ongoing effort to provide affordable housing to Urbana residents.

Recommendations

Staff recommends that the Urbana City Council approve the Ordinance authorizing the purchase of the property for possible future development of affordable housing.

Attachments:

1. An Ordinance Authorizing the Purchase of Certain Real Estate
2. Regulatory and Land Use Restriction Agreement

H:\Grants Management\HOME PROGRAM MAIN\Project Files\SUBRECIPIENTS\Past Subrecipients and Programs\1107 Gregory CD Commission Memo.docx

ORDINANCE NO. 2020-03-009

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE

(1107 N. Gregory St. / 2020)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, Urbana City Code Section 2-118, Subsection (d), provides that the City may purchase real estate for any corporate purposes found and declared by the City Council and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

WHEREAS, on September 6, 1994, the City Council passed Ordinance No. 9495-28, authorizing the purchase of the real estate commonly known as 1107 N. Gregory Street, Urbana, Illinois (“real estate”); and

WHEREAS, on May 18, 2009, the City Council passed Ordinance No. 2009-05-047, authorizing the sale of such real estate to Homestead Corporation of Champaign-Urbana (“Homestead Corporation”); and

WHEREAS, Homestead Corporation is a Community Housing Development Organization that purchased the real estate for construction of transitional housing through the U.S. Department of Housing and Urban Development’s HOME Investment Partnerships Program (“HOME Program”); and

WHEREAS, federal regulations for the HOME Program establish a 20-year affordability period for the real estate, during which time occupancy and resale restrictions remain in effect, so that the housing built on the real estate remains affordable; and

WHEREAS, on September 5, 2013, Homestead Corporation transferred title to the real estate to Community Elements, Inc., which later became known as Rosecrance, Inc., a not-for-profit organization offering behavioral health services, inpatient and outpatient treatment, and family education throughout the country; and

WHEREAS, Rosecrance desires to sell, and the City desires to purchase, the real estate for the purchase price of \$0 and other valuable consideration; and

WHEREAS, the City's purchase of the real estate will ensure the long-term affordability period required by the HOME Program investment in such real estate; and

WHEREAS, the City Council expressly finds and declares that the real estate is needed for governmental purposes of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The purchase of the real estate commonly known as 1107 N. Gregory Street in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Purchase and Sale Agreement attached hereto and incorporated herein, is hereby approved:

Lot 10 of O.A. Frailey's Second Subdivision, as per plat recorded in Plat Book "L" at Page 9, situated in Champaign County, Illinois.

Permanent Index Number 91-21-07-277-014

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the execution of the Purchase and Sale Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the acquisition of the real estate.

Section 4.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5.

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this date day of Month, Year.

Diane Wolfe Marlin, Mayor

9N



**CITY OF URBANA HOME PROGRAM
REGULATORY AND LAND USE RESTRICTION
AGREEMENT**

2013R22569
REC ON: 09/17/2013 12:27:00 PM
CHAMPAIGN COUNTY
BARBARA A. FRASCA, RECORDER
REC FEE: 30.00
PAGES 9
PLAT ACT: OPLAT PAGE:

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (the "Agreement") is made and entered into as of this 4th day of September, 2013, by and between **Community Elements, Inc. (the "Owner")**, and the **City of Urbana, Illinois**, a unit of local government having its principal offices at 400 South Vine Street, Urbana, Illinois 61801 (the "Agency").

RECITALS

- A. The Agency receives funds to promote affordable housing from the U.S. Department of Housing and Urban Development ("HUD") through the HOME Investment Partnerships Program (the "HOME Program"), as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (the "Act") and the regulations promulgated thereunder and codified at 24 CFR Part 92 (the "Regulations"), as may be amended and supplemented from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning established in the Act and the Regulations.
- B. The Owner is the owner of the real property commonly known as 1107 North Gregory Street, Urbana, IL, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property") and has agreed to maintain the property as an Affordable Rental Housing Unit (the "Project") as described in Title 24 of the Code of Federal Regulations at Part 92 for the full twenty-year term of affordability, commencing no later than two weeks after the date this Agreement is executed.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- 1. **RECITALS.** The foregoing recitals are made a part of this Agreement.
- 2. **GENERAL CONDITIONS.** This Agreement shall be subject to, and Owner agrees to comply with, the terms and conditions of the Act and the Regulations, as amended and supplemented from time to time.
- 3. **OWNER COVENANTS, REPRESENTATIONS, AND WARRANTIES.** The Owner covenants, represents, and warrants to the Agency as follows.

- (a) Title. The Owner holds fee simple title to the Property.
- (b) Rental Property. The Property is and during the term of this Agreement shall remain a rental housing unit owned by the Owner.
- (c) Affordability Requirements. The Owner shall comply with the occupancy and rental restrictions set forth in Section 6.
4. **ACTS REQUIRING AGENCY APPROVAL**. Owner shall not without the prior written approval of Agency, which may be given or withheld in Agency's sole discretion:
- (a) Transfer of Project. Convey, transfer, or encumber the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Project or any part thereof;
- (b) Transfer of Rents. Convey, assign, or transfer any right to manage or receive the rents and profits from the Project;
- (c) Rental Periods. Rent any unit for less than one (1) year, unless otherwise mutually agreed in writing by the Owner and the tenant in accordance with the Rules and Regulations;
- (d) Security Deposits. Require, as a condition of the occupancy or leasing of any unit in the Project, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the Tenant of the covenants of such lease. Any funds collected by Owner as security deposits shall be kept separate and apart from all other funds of the Project; or
5. **PROGRAM & PROJECT REQUIREMENTS**. Owner further covenants, represents, and warrants to the Agency as follows.
- (a) Governmental Approvals. The Owner shall obtain all Federal, State, and local governmental approvals required by law for the Project.
- (b) Compliance With Laws. The Owner shall cause the Project to comply with all local codes, ordinances, zoning ordinances, and HUD Section 8 Housing Quality Standards, as set forth in Section 370.601 of the Rules.
- (c) Flood Insurance. The Owner shall procure flood insurance satisfactory to the Agency if the Property is located within a 100-year flood plain.
- (d) Inspections. The Agency shall have the right to inspect the Property during the course of the Project and during the Affordability Period (as defined in Section 6) to insure the Project's compliance with the project requirements described in Section 5(b).

6. **OCCUPANCY AND RENTAL RESTRICTIONS.** The Owner further covenants as follows.

- (a) **Occupancy Restrictions.** The transitional housing unit shall be occupied by persons or households with incomes at or below 60 percent of the Median Family Income as published annually by the Department of Housing and Urban Development for the period described in Paragraph 6(c) below (the "Affordability Period").
- (b) **Rental Restrictions.** During the Affordability Period the rent for the units in the Project shall comply with the Regulations, including, without limitation, 24 CFR Part 92.252. The initial rent for the unit in the Project is set forth in **Exhibit B**. On an annual basis, the Agency shall review and approve rent proposed by the Owner for the Project unit, and if applicable, the monthly allowances proposed by the Owner for utilities and services to be paid by the tenant. The Agency shall recalculate the maximum monthly rent annually and may change such maximum rent as changes in the applicable gross rent amount, the income adjustments, or the monthly allowances for utilities and services warrant. Any increase in rent for the Project units are subject to the provisions of outstanding leases, and in any event, the Owner must provide tenants of the units not less than thirty (30) days prior written notice before implementing any increase in rent and only at the time of resigning the lease.
- (c) **Certification of Income.** On forms provided by the Agency, the Owner shall obtain from each Low-Income Family applying for a Project unit, prior to their admission to the Project, a Certification of Income (the "Certification") annually during the Affordability Period, a recertification of such income (the "Recertification") from each such Family. The Owner shall submit such Certifications and Recertifications, and such other certifications as the Agency may require, to the Agency in the manner prescribed by the Agency.
- (d) **Occupancy and Rental Restrictions.** Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(a)(5) of the Regulations, the occupancy and rental restriction provisions of this Section 6 shall remain in effect for a period of **twenty (20) years** from the date of "project completion" (as such term is defined in the Regulations). The Owner acknowledges and agrees that such Affordability Period shall apply notwithstanding any contrary affordability period set forth in the Rules and Regulations. In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the Agency shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions in Section 92.252 of the Regulations.

7. **RECORDS.** At the request of the Agency, the Owner shall furnish such records and information as required by the Agency in connection with the maintenance, occupancy, and physical condition of the Property.
8. **VIOLATION OF AGREEMENT BY OWNER.** Upon violation of any of the provisions of this Agreement or upon a default (as defined therein) under any of the other Loan Documents by Owner, Agency shall give written notice thereof to the Owner, as provided in Section 13 hereof. If such violation is not corrected to the satisfaction of Agency within thirty (30) days after the date such notice is mailed, or within such further time as the Agency in its sole discretion permits (but if such violation is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Owner commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, it shall not be considered a violation), Agency may declare a default under this Agreement, effective on the date of such declaration of default and notice thereof to the Owner, and upon such default Agency may:
- (a) **Collection of Rents.** Collect all rents and charges in connection with the operation of the Project to induce Owner to maintain compliance with the requirements of the Project, and such other obligations of the Owner in connection with the Project and the necessary expenses of preserving and operating the Project;
 - (b) **Possession.** Take possession of the Project, bring any action necessary to enforce any rights of the Owner growing out of the operation of the Project, and operate the Project in accordance with the terms of this Agreement until such time as the Agency, in its sole discretion, determines that the Owner is again in a position to operate the Project in accordance with the terms of this Agreement and in compliance with the requirements of the Project;
 - (c) **Judicial Relief.** Apply to any court, State or Federal, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Agency arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, the Owner acknowledges and agrees that in the event of a violation of this Agreement, the Agency's remedies at law would be inadequate to assure the Agency's public purpose under the Act;
 - (d) **Other Available Remedies.** Exercise such other rights or remedies as may be available to the Agency hereunder, at law or in equity.

The Agency's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of any other remedy by the Agency. No waiver of any breach of this Agreement by the Agency shall be deemed to be a waiver of any other breach or a subsequent breach. If the

Agency fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

9. **TERMINATION OF LIABILITIES.**

- (a) **Permitted Assignment.** In the event the Agency, in its sole discretion, consents to a sale or other transfer of the Project, all of the duties, obligations, undertakings, and liabilities of the transferor under the terms of this Agreement shall thereafter cease and terminate as to such transferor, except as to any acts or omissions or obligations to be paid or performed by such transferor that occurred or arose prior to such sale or transfer; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the transferee of the Project (a "New Owner") shall assume in writing, on the same terms and conditions as apply hereunder to the transferor, all of the duties and obligations of such transferor arising under this Agreement from and after such sale or transfer. Such assumption shall be in form and substance acceptable to Agency.
- (b) **Assumption By New Owner.** Any New Owner shall be bound by the terms of this Agreement to the same extent and on the same terms as the present Owner is bound hereunder and shall execute an assumption of such obligations in form and substance acceptable to Agency as a condition precedent to such party's admission as a New Owner; provided, however, that any such New Owner shall not be obligated with respect to matters or events which occur or arise prior to such party's admission as a New Owner.

10. **TERMS OF AGREEMENT; COVENANTS RUN WITH PROPERTY.** The covenants, conditions, restrictions, and agreements set forth in this Agreement (collectively, the "Obligations") shall be deemed to run with, bind, and burden the Property and shall be deemed to bind any New Owner and any other future owners of the Property and the holder of any legal, equitable, or beneficial interest therein for the Affordability Period. The Owner shall, if so requested by the Agency, execute a written memorandum prepared by the Agency, which memorandum shall memorialize said date of project completion and the foregoing Affordability Period. Any waiver by the Agency of its right to prepare or record any such memorandum and any failure by the Owner to execute and deliver the same shall not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Property, the Agency shall have the right, but not the obligation, to acquire the Property prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.

It is hereby expressly acknowledged by Owner that the undertaking of the Obligations by Owner is given to induce Agency to make the Loan and that, notwithstanding that the Loan may be repaid prior to the expiration of the Affordability Period, the Owner's undertaking to perform the Obligations for the full Affordability Period set forth in the

previous paragraph is a condition precedent to the willingness of Agency to make the Loan.

11. **INDEMNIFICATION.**

- (a) The Owner shall indemnify the Agency and the Agency's officers, agents, employees, or servants against, and hold them harmless from, liabilities, claims, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements, or judgements, whether by direct suit or from third parties, arising out of the Owner's performance under this Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the Agency or the Agency's officers, agents, employees, or servants.
- (b) If a claim or suit is brought against the Agency or the Agency's officers, agents, employees, or servants, for which the Owner is responsible pursuant to Subsection (a) above, the Owner shall defend, at the Owner's cost and expense, any suit or claim, and shall pay any resulting claims, judgements, damages, losses, costs, expenses, or settlements against the Agency or the Agency's officers, agents, employees, or servants.

12. **AMENDMENT.** This Agreement shall not be altered or amended except in writing signed by the parties hereto.

13. **NOTICES.** Any notice, demand, request, or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth in Exhibit A, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

The OWNER:

(Return to)

Community Elements, Inc.
Attn: Chief Executive Officer
1801 Fox Drive
Champaign, IL 61820

The AGENCY:

(Prepared By)

City of Urbana
Manager, Grants Management Division
400 South Vine Street
Urbana, IL 61801
Fax: 217-384-2367

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request, or other communication sent pursuant to either Subsection (a) or (b) hereof shall be served and effective upon such personal

service or upon confirmation of transmission by such electronic means. Any notice, demand, request, or other communication sent pursuant to Subsection (c) shall be served and effective upon deposit with the overnight courier. Any notice, demand, request, or other communication sent pursuant to Subsection (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

14. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Owner may not assign this Agreement, or any of its obligations hereunder without the prior written approval of the Agency.
15. **SURVIVAL OF OBLIGATIONS.** The Owner's obligations, as set forth in this Agreement, shall survive the sale of the property or foreclosure therein, and the Owner shall continue to cooperate with the Agency and furnish any documents, exhibits, or showings required.
16. **CONSTRUCTION OF AGREEMENT.**
 - (a) **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - (b) **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
 - (c) **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of any provision of the Agreement.
 - (d) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.
18. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CONTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER**

WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

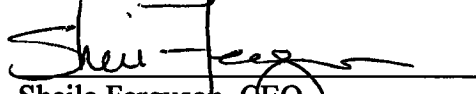
CITY OF URBANA

BY:


Laurel Prussing, Mayor

BORROWER

BY:


Sheila Ferguson, CEO

ATTEST


Phyllis Clark, City Clerk

STATE OF ILLINOIS)

) SS

COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sheila Ferguson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act in her capacity as Chief Executive Officer of Community Elements, Inc., and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this 4th day of SEPTEMBER, 2013.




Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Lot 10 of O.A. Frailey's Second Subdivision, as per plat recorded in Plat Book "L" at page 9, situated in Champaign County, Illinois.

Common address: 1107 North Gregory Street, Urbana, Illinois 61801

PIN: 91-21-07-277-014

EXHIBIT B

NUMBER AND TYPE OF HOME UNIT

NUMBER OF UNITS	BEDROOM SIZE	TYPE OF HOUSEHOLD	INITIAL HIGH HOME RENT LIMIT (2013)
1	3 Bedroom	Low Income (60% of Area Median)	\$1012, less utility allowances paid by renter

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between ROSECRANCE, INC., an Illinois not-for-profit corporation (“Seller”) and CITY OF URBANA, ILLINOIS (“Buyer”).

WHEREAS, Seller is the owner of the fee simple interest in that certain parcel of land commonly known as 1107 N. Gregory St., Urbana, Illinois and legally described on Exhibit A attached hereto and incorporated by reference herein (“Property”);

WHEREAS, Seller is desirous of selling the Property and Buyer desires to purchase the same; and

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of the Property and now wish to reduce their agreement to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Sale and Purchase of Property. Buyer hereby agrees to purchase and Seller hereby agrees to sell the Property together with all improvements and appurtenances thereon in accordance with the terms of this Agreement. There is no personal property included in the sale and purchase of the Property.

2. Purchase Price. The gross purchase price for the Property shall be Zero Dollars (\$0.00).

3. Deed, Escrow Agent and Restrictions. Seller shall deliver at Closing (defined hereinafter) a duly executed special warranty deed (“Deed”) sufficient in form to convey the Property to Buyer, in fee simple absolute, upon the satisfaction in full of all terms and conditions herein stated. The Deed of the Property shall be made subject to the (i) the lien of general taxes not yet due and payable, (ii) easements, covenants and restrictions apparent and/or of record on the Property, (iii) encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the Property, (iv) road and highways, if any, (v) drainage tiles, feeders, ditches and laterals, if any, (vi) all applicable zoning laws and ordinances; (vii) acts done or suffered by, or judgments against Buyer; and (viii) standard general exceptions normally contained in the title commitment.

4. Possession and Closing. Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction (“Closing”) which shall be held on or before thirty (30) days after Buyer’s City Council approval of this Agreement (“Closing Date”). There shall be no prorations and adjustment of any items of expenses. As of the Closing Date, Seller, to Seller’s actual knowledge without independent inquiry, warrants to Buyer that Seller has not entered into any contracts, licenses or agreements related to the Property which may be binding on Buyer after Closing Date.

5. Stamp Tax and Real Estate Transfer Declaration. There is no stamp tax imposed by Illinois on the transfer of title.

6. Real Estate Taxes and Assessments. There shall be no prorations for general real estate taxes, sewer benefit taxes, sanitary district user and/or special assessments, if any, now a lien on the Property and Buyer shall be responsible for all such amounts due and payable (if any).

7. Title. Prior to Closing, Buyer, at Buyer’s sole cost and expense, may obtain an ALTA owner’s title insurance policy which is issued by a title company doing business in State of Illinois. Seller shall execute and deliver to Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above.

8. Condition of Property. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL SELL AND BUYER SHALL PURCHASE THE PROPERTY “AS IS, WHERE IS AND WITH ALL FAULTS” AS OF THE DATE OF THIS AGREEMENT AND AS OF THE CLOSING DATE, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER AS TO ANY MATTER, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) THE MERCHANTABILITY OF THE PROPERTY; (ii) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, SOILS, GEOLOGY AND GROUNDWATER, (iii) THE DIMENSIONS OR LOT SIZE OF THE PROPERTY OR THE SQUARE FOOTAGE OF THE IMPROVEMENTS THEREON, (iv) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE PROPERTY’S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, OR THE SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT), THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR BUYER’S INTENDED USE OR DEVELOPMENT OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY, THE QUALITY OF ANY LABOR AND MATERIALS USED IN THE CONSTRUCTION OF ANY IMPROVEMENTS, THE CONDITION OF TITLE TO THE PROPERTY, CONTRACTS OR ANY OTHER AGREEMENTS AFFECTING THE PROPERTY, SELLER’S TITLE TO OR OWNERSHIP OF THE PROPERTY OR ANY PORTION THEREOF OR THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS, RELATING TO, THE OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, NOR ANY REPRESENTATIVE OF SELLER, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER LEGALLY BINDING RIGHT OR REMEDY IN FAVOR OF BUYER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE CLOSING, OR, IF THE CLOSING DOES NOT OCCUR, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. City Council Approval. The parties acknowledge and agree this Agreement is contingent upon Buyer’s City Council approval.

10. Miscellaneous Provisions.

A. Notices. All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person, by overnight express carrier, or by United States registered or certified mail with return receipt requested. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent and, if so mailed, shall be effective three (3) business day after deposit in any U.S. Post Office or collection box with postage prepaid. All notices shall be addressed as follows:

If to Buyer:
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 S. Vine Street
Urbana, IL 61801

If to Seller:
Rosecrance, Inc.
1021 N. Mulford Road
Rockford, Illinois 61107
Attention: General Counsel

B. Construction. The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the case of a dispute concerning this Agreement or any related agreements, the parties agree that the exclusive venue lies in Champaign County, Illinois. Each party consents to the jurisdiction and venue of such court.

D. Nonassignability; Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their permitted successors, permitted assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. Buyer may not assign Buyer's rights hereunder without the prior written consent of Seller having first been obtained, which consent shall not be unreasonably withheld.

E. Merger and Modification. All prior offers, acceptances, oral representations, agreements and writings between the parties are merged herein and shall be of no force or effect unless contained in this Agreement. Neither this Agreement nor any provision hereof may be altered, amended, modified, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom it is sought to be enforced.

F. Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be wholly illegal or unenforceable, the remainder of this Agreement shall be given full effect as if such provision were stricken. In the event any term or provision of this Agreement shall be held overbroad in any respect, then such term or provision shall be narrowed, modified or limited by a court only to the extent necessary to make such provision or term enforceable while effectuating the intent of the parties herein expressed.

G. Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the party against whom it is sought to be enforced. Any waiver of any default by either party shall not constitute a waiver of the same or different default on a separate occasion.

H. Time Is The Essence. Time is the essence of this Agreement.

I. Authority. Seller and Buyer each represent and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by and against each of the parties hereto.

J. Inspections. Prior to Closing, Buyer may make at its own expense such physical and other inspections of the Property as Buyer deems necessary to determine whether the Property is suitable, in Buyer's opinion, for Buyer's intended use of the Property. Seller shall grant Buyer and Buyer's agents reasonable access to the Property for such purpose. Buyer shall conduct such inspections in a manner so as not to be disruptive to the operation of the Property. Following such inspections, Buyer shall repair and restore the Property to a condition reasonably similar to its condition prior to Buyer's inspections. Buyer shall indemnify Seller against all claims, liability, or damage arising from such inspections, except to the extent caused by the gross negligence or willful misconduct of Seller. Buyer's indemnification will survive the closing and will not merge with the deed.

K. Counterparts and Copies. This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

ROSECRANCE, INC.

By: _____
Name:
Title:

BUYER:

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin
Mayor

Attest: _____
Charles A. Smyth
City Clerk

Exhibit A

[Legal Description]

Legal Description: Lot 10 of O.A. Frailey's Second Subdivision, as per plat recorded in Plat Book "L" at page 9, situated in Champaign County, Illinois.

Common address: 1107 North Gregory Street, Urbana, Illinois 61801

PIN: 91-21-07-277-014